Mark Gutglueck

The San Bernardino County Sentinel

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 April 23, 2014

 Christopher Lee, Spokesman

 The San Bernardino County District Attorney’s Office

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Mr. Lee,

I am writing this evening because I have been unable to reach you at your office the last several days. I would have preferred to speak to you directly by phone, but doing so in writing at this point may be more workable for both of us, given the time constraints of the *Sentinel*’s approaching deadline.

We here at the Sentinel are working on an article and it is my hope to obtain information and comment from Mike Ramos directly, or lacking that, from you as his and the district attorney’s office’s official spokesman.

The article in progress concerns Mr. Ramos, Mr. Earl Carter, the political and professional relationship between the two, a somewhat sordid matter from Mr. Carter’s past which resulted in his arrest and conviction, Mr. Carter’s failure to report that conviction to the California Bar, the long ongoing status of Mr. Carter’s law firm as the holder of the county contract for criminal defense conflict representation, the substantial political contributions Mr. Carter, his firm and his associates have made to Mr. Ramos’ campaign fund and the timing thereof and the letter of recommendation Mr. Ramos provided for Mr. Carter and his firm during the recent competition for the county’s criminal defense conflict representation.

Mr. Carter was arrested in December 1985 and convicted of a violation of PC 647(a) in February 1986 in Riverside Superior Court (Case No. 165599). He had at that time been a member of the California Bar for ten years. He failed to inform the California Bar of his conviction as was required under the Business and Professions Code. That failure has gone unremarked and unaddressed by the California Bar.

Mr. Carter has had a successful career as an attorney. He along with his firm and his partners have made substantial contributions to Mr. Ramos’ political campaign fund over the years, a total of at least $124,100 to date since 2004.

His firm has made over $20 million on conflict defense contracts in San Bernardino County in the same time frame. During the most recent competition for those contracts, Mr. Ramos provided a letter of recommendation to the panel judging the law firms competing for that contract. Mr. Ramos did this despite his office having access to at least two data bases containing the information relating to Mr. Carter’s conviction – the FBI and U.S. Justice Department’s National Crime Information Center and the California Justice Department’s Justice Data Interface Controller. He also would have had access to this information through agency to agency privilege with the Riverside Police Department and the Riverside County District Attorney’s Office. Moreover, in making his recommendation, protocol would have demanded that he satisfy himself as to Mr. Carter’s license to practice law and through due diligence would have, should have, or did learn that he was remiss in not informing the California Bar about his conviction. Despite all this, Mr. Ramos made his recommendation of Mr. Carter to the competition panel, furthering the likelihood that he would obtain the contract.

The county informs me that it and the panel were ignorant of Mr. Carter’s conviction.

When the board of supervisors delayed, on February 11 making its anticipated awarding of the contract to Mr. Carter’s firm, he followed this up two days later with a $4,100 donation, the maximum allowable, to Mr. Ramos’ campaign.

In recent days and weeks, documents relating to Mr. Carter’s arrest have been making the rounds in San Bernardino County.

What is being suggested is that all of this represents a classic case of extortion and kickbacks, that Mr. Ramos withheld the information he has about Mr. Carter’s conviction from those parties who were evaluating his fitness to hold the lucrative conflict representation contract, and that Mr. Carter has provided Mr. Ramos with campaign donations to continue to buy his silence. In this way, it is alleged, Mr. Ramos is extorting Mr. Carter by holding back this information that would be damaging to him, and Mr. Carter is kicking back to Mr. Ramos in the form of political donations.

My purpose for writing you, Mr. Lee, is to get you to comment on these accusations or induce Mr. Ramos to do so. My further purpose is to see if you or he can provide any information that would, presumably, refute these accusations.

What is your or Mr. Ramos’ response to these accusations?

While I have personally verified the details of the matter related herein through the examination of documents and interviews with the State Bar and county representatives, are there any facts that I have wrong or have mischaracterized or perhaps overlooked? Can you specify these, if there are such?

Does Mr. Ramos regret in any way having written the recommendation? Some have suggested that it is improper for him to have sought to influence the county’s selection process for a party that is to serve as his and his office’s professional adversary before the courts. How does he, or how do you, respond to that?

Why did Mr. Ramos withhold from the evaluation committee the information about Mr. Carter’s conviction? Why did Mr. Ramos withhold from the evaluation committee the information about his failure to report his conviction to the state bar?

If you or Mr. Ramos can, would you explain why withholding that information should not be considered to be extortion?

Given the surrounding circumstances, why is it not reasonable to interpret Mr. Carter’s donations to the district attorney’s campaign fund as kickbacks?

The timing of Mr. Carter’s February 13 donation to Mr. Ramos’ campaign fund has been characterized as highly questionable and suspicious. Can you give a cogent response to those who have suggested that Mr. Carter was seeking to ensure that Mr. Ramos remained silent about his conviction and failure to report it at that crucial time when the awarding of the contract hung in the balance?

Is there any more about this circumstance that you or Mr. Ramos believe should be brought to the attention of the *Sentinel*’s readership?

Press time is approaching but I will labor diligently to work any responses or information you can provide me into the article before Friday’s edition is finalized.

Thank you, Christopher, for your attention and any response you can provide me.

 Sincerely,

 **Mark Gutglueck**