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Gonzales' Misdating Of China Trip Throws Her Account Into Question

By Mark Gutglueck

The prosecution in the Colonies Lawsuit Settlement Public Corruption Case walked into a buzz saw this week when San Bernardino County Supervisor Josie Gonzales, whose oftentimes dramatic testimony had painted defendant Jeff Burum in a very poor light, was demonstrated through incontrovertible documentation to have



Josie Gonzales

inaccurately placed herself in China during a trade mission excursion

there in 2005, during which she said she had an unsettling near encounter with him.

Last week and

trial. While not crucial to the prosecution in the sense that her testimony has bearing on the bribery element which

Colonies Criminal Trial Week Ten

through two-thirds of her testimony on Tuesday, Gonzales came across as the strongest prosecution witness thus far in the more than two-month-and-counting

remains at the heart of the case, Gonzales, as one of the two members of the board of supervisors who opposed the narrowly approved \$102 million settlement that



Jennifer Keller

was conferred upon the Colonies Partners to end litigation that See P 6

Scott Back As City Manager In San Bernardino After Flirtation With Reno



Mark Scott

Following the last of a two-month span of dramatic turns, it appears

that San Bernardino will retain its city manager for the foreseeable future.

That drama played out both publicly and privately, after the City of Reno, Nevada late last year sought to recruit San Bernardino City Manager Mark Scott as a replacement for its recently departed city manager, Andrew Cling-

er, who had left the "Biggest Little City in the World" under a cloud in September amid a sexual harassment investigation.

Scott, who just a year before had of his own volition resigned as city manager in Burbank to take on the city manager post in San Bernardino effective in February 2016, dealt with a num-

ber of serious challenges in his first eleven months on the job, including shepherding the city toward an exit from the Chapter 9 bankruptcy protection status it had entered into in 2012, finalizing the dissolution of what had been the city's 137-year-old fire department in a cost-cutting and revenue producing arrangement that

saw the entirety of the city annexed into a county fire protection district entailing a \$148 per year parcel tax add-on, a likewise outsourcing of the city's sanitation division to private sector trash hauler Burrtec Industries, encouraging the ultimately successful campaign to modernize the city's 111-year old charter and guiding See P 2

Price On Apple Valley H₂O Takeover Approaching \$150M

The effort by the Town of Apple Valley to acquire the water system serving that desert community has grown more complicated - and expensive - as the owner of the water-producing and delivering asset has initiated the investment of what is likely to be millions of dollars to upgrade another water system in the Mojave Desert located some 36 miles distant.

If the town is to in-

deed acquire the water system serving its businesses and 69,135 residents from the company that now owns and controls it, Liberty Utilities, it will almost assuredly have to purchase the Yermo Water Company along with it. In addition to being at best marginally profitable to Liberty, the Yermo system is in sore need of renovation, which in today's dollars will cost at least \$6 million and See P 3

Law Enforcement Will Soon Track All Cars Into And Out Of The SB Mountain Region

The San Bernardino County Sheriff's Department will soon intensify its electronic dragnet to ensure that it will know in real time all vehicles that are present in the San Bernardino Mountains and have a permanent record of when those vehicles entered and left the region.

Though the sheriff's department has not publicly disclosed the precise locations where it has previously located

automated license plate scanners, the capability the systems provide has been of use in collaring criminals in various areas around the county.

On numerous occasions, the devices, which are designed to make an electronic reading of license plate numbers as they pass by a certain location and both catalog the information and provide an alert in the cases where the marking of specific vehicles

have been programmed into the system's digital processor, have assisted in both solving crimes and apprehending suspects or fugitives. The data has proven useful to the sheriff's department as well as several of the county's municipal police departments.

In the less remote areas of the county, where a vast multiplicity of routing and access options exist, the license plate readers, See P 7

U.S. Fish & Wildlife Service Formulates Game Plan To Save Santa Ana Sucker

The U.S. Fish and Wildlife Service has hit upon a strategy to restore the population of the Santa Ana sucker, which is categorized by the federal government as endangered.

The fish is native to the Santa Ana River, which has its headwaters in the San Bernardino Mountains and winds through Highland, San Bernardino, Colton

and down into Riverside County and back toward San Bernardino County as it makes its southwesterly progression before heading further west through Norco and Corona and then into Orange County where it empties into the Pacific Ocean.

Development along the river has led to a loss and alteration of the fish's natural habitat. In addition,

the introduction of non-native species that prey on the sucker has wrecked havoc upon it.

The recovery plan calls for monitoring the river to document fish populations, reducing threats to the species and its habitat, and expanding the fish's populations by reclaiming habitat where possible within the Santa Ana sucker's historical range.

"The Santa Ana sucker will be considered successfully recovered if adequate amounts of suitable habitat are restored, protected and managed within each recovery unit to support all life stages of the species and provide protection against catastrophic events; and population trends are demonstrated over 15 consecutive years to be stable or in-

creasing, with adult and juvenile fish in all recovery units," according to the Fish and Wildlife Service.

The San Bernardino Valley Municipal Water District is the lead agency for the Upper Santa Ana River Watershed Habitat Conservation Plan and will oversee the implementation of the plan in San Bernardino County.

3 Of 5 Council Incumbents Advantaged In Redlands Ward Map

The City of Redlands, which is under the gun to forsake its at-large city council electoral system in favor of a ward system, has selected a final draft district boundary map to be used in future district-based elections which will, critics allege, confer an electoral advantage on three of the council's incumbents.

In December 2015, the Malibu-based Shenkman Law Firm touched off a stampede among a multitude of Southern California municipalities when, citing what it labeled as racially polarized voting, it threatened those cities with lawsuits if they did not forthwith dispense with their at-large voting systems in which council candidates can live anywhere within the city limits and be eligible to run. In their place, the Shenkman firm demanded that the cities substitute wards or districts, such that there will be a more even geographic distribution of council representatives. Because of the language of the California Voter Rights Act, the aegis under which the Shenkman Law Firm was making its threats, a city cannot recover its legal fees if it prevails in such a suit but is liable for fees if it loses. With only a few exceptions, most California cities so threatened have knuckled under to the demands. In San Bernardino County, only Highland resisted, resulting in significant legal fees. Rancho Cucamonga, Upland and Chino have complied and Chino Hills is in the course of doing so.

In the case of Redlands, a consul- See P 5

Scott from front page

the city in the aftermath of December 2, 2015 mass shooting by one of their colleagues and his wife of 14 San Bernardino County Department of Public Health employees at their office in the Inland Regional Center.

Scott's initial contract with San Bernardino was for one year and was set to expire in February. So engaged was Scott in managing the city that the job evaluation he was due which is routinely provided to government employees was not undertaken. One of the private moments of drama came when Scott, in early January, informed the city council that he was being considered for the Reno post after actively applying for it. The council members have only hinted at how that news was broken to them. There appears there were some self-recriminations on that panel with regard to having not provided Scott with that performance review and not having offered him a longer-term contract that would have locked him in and headed off the poaching attempt by Reno.

It does not appear that Scott fully understood or appreciated the more public nature of the hiring process for top governmental officials in Nevada as opposed to California. In California, efforts are made to maintain strict confidentiality with regard to the application, vetting,

interviewing and selection process of government administrators. That is not so in Nevada, where state law classifies the application for a government position to be a public record once the candidate has moved beyond the initial paperwork submission and background check stages. Thus, on February 2, when Reno eliminated 36 of the 41 applicants for the city manager position, Scott, along with James Twombly, former city manager in Tulsa; Ricky Horst, city manager for Rocklin; Thomas Barwin, city manager for Sarasota, Florida; and Clark County Assistant County Manager Sabra Smith Newby were publicly identified as the five candidates being seriously considered by the Reno City Council.

News travelled the 450 miles between Reno and San Bernardino within 24 hours and by February 4 virtually anyone with an interest in the goings-on at San Bernardino City Hall was aware that Scott was leaving, and the drama went public. At the February 6 council meeting, resident Sandra Ibarra chastised Scott for doing a good job and then leaving. Belatedly, the council at its February 21 meeting agreed approving a month-to-month extension of Scott's contract. Scott was not present, having headed to Reno to take part in the interview process there. Only councilman John

Valdivia expressed dismay with Scott, saying the council should come to terms with his desire to leave and should move into the future and find someone to replace him. He recommended that the council cut its ties with him immediately. Yet even in doing so, Valdivia acknowledged "I have a deep regard for Mr. Scott. In fact, I have witnessed and experienced his commitment to professional service as a city manager. I have seen him to be a consummate professional in my dealings with the issues at hand. I have had a deep soul search on this issue before us tonight and I cannot support a continuation of Mark Scott. I respect him. I think he is a true professional. I wish him the best. I think [of] his efforts in Reno. God bless him, if he is looking for another opportunity. That being the case, I cannot support this contract tonight."

Council members Jim Mulvihill, Henry Nickel and Virginia Marquez concurred that it appeared Scott's departure appeared inevitable. Nevertheless, impassioned pleas by council members Fred Shorrett and Bessine Richard prompted councilman Benito Barrios to propose extending Scott's contact through until this week, March 8, which unbeknownst to the council at the time, would be the day that Reno would hold its final public interviews with Scott and the other finalist, Smith-Newby.

At this week's council meeting, Scott was present, despite being scheduled to be in Reno less than 24 hours later to undergo a final battery of evaluations by Reno city officials. To Barrios fell the chore of publicly confronting Scott on what his plans were, punctuated with a plea that Scott remain in San Bernardino.

"At our last meeting there was a pretty contentious discussion of what to do, whether to terminate the contract of our city manager or continue it so we can

get some questions answered," Barrios began. Barrios said that now was the opportunity to "get some [answers] from our city manager, since he is here today, and also have a discussion amongst the council about what we do going forward. It is imperative we have an educated and well-informed decision because he is running our city. Rather than just ending his contract, I believe in making a very thorough and thoughtful transition, doing it in a smart way and not just allowing our emotions to run wild and making a knee-jerk reaction. So, I want to start off with directly asking our city manager, because a lot of people have asked, what is he going to do if he gets the job? Will he take the job? How long will he be here? Those are just some of the questions we can start off with."

Then, directly addressing Scott, Barrios asked, "Mr. City Manager, can you give us some clarity, so we have some direction on what to do henceforward? I know we have had some conversations in the past and you have hinted to maybe we should look to a permanent person, but we'd love to keep you. I think everybody is pleased with your work. I know I definitely am. You've taught me a lot. You've seen the passion I have in wanting to help this city and I know you are a team player and I know you'll do your due diligence helping us make our decision tonight."

Scott responded, "I'm going through a lot of interesting experiences lately. I think the process in Reno is very public, public to the point that everything that happens there is entirely recorded and run in public, which is something certainly most city managers never go through in their entire lives."

He then alluded to the situation in real time, in San Bernardino at that moment, in a meeting that was being broadcast on local public access cable television.

"Being asked on tele-

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vision in front of the world a question like this is pretty unique, as well," Scott said. "It rarely would happen in public. It would normally happen [in a private discussion with the council behind closed doors]. It is one of the few things a city council is allowed to go into closed session and discuss. But, what the heck. This has been so public that I think not only the city council but the public deserves to hear what's going on in my life. I don't want to belabor it. You've got plenty of things to do here tonight, but to understand my situation, I think each person has to go back, in all fairness to me, to where we were in December last year [2015] when the city was in a pretty dire situation and I am quite sure you were not going to have qualified people step up to do the job at that time. I was interested in doing that. It looked like a good mission. I was happy that I've had this chance. Frankly, from a professional standpoint, this year has probably been more rewarding to me than any other year that I've spent as a city manager because we've got real issues here and we're trying to find real solutions to real world problems. I've had a great year. I've enjoyed every bit of it. But I'm a 67-year-old man who has been living separate from my 43-year partner in life for almost three of the last five years, including the last year. I can't do that forever. I don't want to do that forever. I've got to put

my marriage in front of my professional career at some point. I am going to live with my wife. So, I've moved out of my apartment, last week. I don't live in my apartment now and I'm commuting the 130 miles a day round trip. If the Reno situation doesn't work out, then I'm going to hope you are going to let me keep doing that. And I'm going to drive the 130 miles a day because I'd like to be involved in this city and this mission. I enjoy it. I think it matters. I think what you all do matters and I'd like to do that."

Scott then addressed the reality that he had actively sought to leave San Bernardino and the prospect he would be hired in Nevada.

"I'm looking at the position in Reno," he said. "In fairness to that city, it took a long time before I decided to go ahead and let them have my application. But I committed to going through their process, and I'm going to do that. I'll be at the airport at 6 a.m. tomorrow morning to go back up there and theoretically in the next two days we're going to find out. It's a great place. I've found a lot there to like. And, I find a lot here to like. I'm a lucky guy if I get to do jobs like this my whole career, but I can't give you an absolute commitment as to what the future holds. In order to do that I would have to pull the plug on a process that they put a lot of time and energy into me on and I won't do that."

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Apple Valley Water System Takeover Cost Approaching \$150 Million from front page

possibly more than \$7 million. The addition of those costs to the price Liberty and its corporate affiliate, Algonquin Power, below which the controlling entity would be unwilling to go in departing with the Apple Valley Ranchos Water Company would very likely push Apple Valley's out the door costs for taking control of its water utility to at least as high as \$109 million before interest and perhaps as much \$163 million before interest.

The Apple Valley Ranchos Water Company was created in 1945 by Newt Bass and B.J. Westlund as an adjunct to their effort to develop the town on the 6,500 acres they had acquired from the Southern Pacific Railroad. Shortly after the town incorporated in 1988 the water system's then-owner, the Wheeler Family, offered to sell it - 18 medium and deep wells, pipes, reservoirs, pumping units and appurtenances - to Town Hall for \$2.5 million.

The town spurned that offer.

In 2011, the Carlisle Group, an American multinational private equity and asset management corporation, acquired from the Wheeler Family at a cost of \$102.2 million the Park Water Company, which in addition to its water holdings in Apple Valley included the water system serving Compton, Downey and Bellflower in Los Angeles County, as well as the Mountain Water Company, which serves Missoula, Montana.

When the Carlisle Group purchased Park Water, the town of Apple Valley impaneled a so-called blue ribbon committee to consider acquiring Apple Valley Ranchos. Again, however, the town failed to bite the bullet and buy the water system when the committee advised against the acquisition.

The Carlisle Group packaged the water companies serving Missoula, Bellflower, Compton, Downey, Missoula and Apple Valley together as what it called Western Water Holdings and put them on the market, at the same time embarking on upgrades to the various systems to make

them more attractive to potential buyers. Those upgrades also boosted the price the Carlisle Group was asking.

The prevailing sentiment in Apple Valley with regard to the town getting control of its own water utility abruptly changed less than three years after the blue ribbon committee weighed in against purchasing the water company. Park, now under the control of the Carlisle Group, after beginning to implement in 2012 rate increases on Apple Valley Ranchos customers totaling 19 percent and then completing \$8.1 million in capital improvements to the Apple Valley Ranchos Water Company in 2014, instituted another 30 percent rate hike on Apple Valley Ranchos customers to be implemented from 2015 until 2017. In 2014, town officials began trading notes with Missoula city officials, where Park Water's Mountain Water Company had likewise escalated rates. In Montana, Missoula officials initiated what in time would prove to be a successful effort to wrest control of the water utility from its private owner by means of an eminent domain proceeding.

In 2013, Town of Apple Valley officials, alarmed at the prospect that the water company serving the community's 69,135 residents and its businesses was about to be purchased by a Canadian company, Algonquin Power/Liberty Utilities, challenged the proposed sale by means of a complaint to the California Public Utilities Commission. While the California Public Utilities Commission decision was pending, in the summer of 2015, the Carlisle Group had arranged for Apple Valley Ranchos to acquire, for \$300,000, the water system which serves some 900 residents in the desert community of Yermo, which lies roughly 36 miles from Apple Valley.

For decades, the Yermo Water Company had been owned by Donald Walker, who had ac-

quired it because he saw it as a profit-generating entity, one that could be maintained with very little devotion to maintenance or upgrades. By the late 1990s the company's pipes and pumping systems were falling into a state of disrepair, a situation that was exacerbated in the early 2000s when Walker relocated to Florida, leaving the neglected and undercapitalized company in the hands of a caretaker resident of the area with no expertise or real understanding of how to run a water company. Without a licensed operator to look after and operate the system, the circumstance worsened. During the summer of 2006, the primary water tank serving the Yermo community's water system developed a leak and customers were without water for a week in the small community near Barstow, where temperatures exceeded 100 degrees every day. The California Department of Health and the California Public Utilities Commission initiated an investigation into the matter in 2007 and a decision to pursue the appointment of a receiver was issued in May of 2009. A delay ensued when a community-based prospective buyer surfaced and, after more than two years of negotiations, the sale fell through. With Walker in arrears on taxes and fines imposed by the California Department of Health, the California Public Utilities Commission filed to take control of the water company in August 2012. Three months later, the Superior Court entrusted operation of the Yermo Water Company to the Yermo Community Services District and appointed California Public Utilities Commission Attorney John Richardson to act as receiver. The Yermo Community Services District then made \$40,000 in emergency renovations to the system to keep it functioning, even as the receivership arrangement was contested by

Forum... Or Against 'em Observations from a Decidedly Continental Perspective

By Count Friedrich von Olsen



Pope Francis this week said that he is contemplating allowing married men to be ordained as priests. As many of you already know, I am the product of a mixed marriage - one of my parents was Catholic and the other a Protestant. Despite the differences between those, I am a traditionalist, who has grown comfortable with the way things are to the point that I believe that what has long been with most things is how they should remain. I still have not forgiven Pope Paul VI for removing Latin from the Mass...

Now, Pope Francis, it seems, wants to Protestantize Catholicism even more. I have nothing against Protestantism. Still, there exists a difference between the two religions and I would no more want priests to marry than I would feel it necessary that Lutheran pastors be forced to divorce...

Monastic tradition took hold of the Church at the turn of the First to the Second millenniums, which led to the adoption of a celibacy protocol for priests at the First Lateran Council of 1123. That tradition has held ever since...

Nothing is as psychologically challenging as change. Here is my request of Pope Francis, though I doubt he reads the Sentinel: Let my world be. I am an old man. Wait just a few more years before you make this change. Let me go to my grave, with what little of the world I was born into, so long ago, intact...

The Count's views do not necessarily reflect those of the Sentinel, its ownership, its publisher or editors.

Walker's family. A walter of claims filed by Walker's wife, Charlene, were ultimately denied by the Superior Court on March 6, 2013.

In July 2013 Apple Valley Ranchos, acting on behalf of Park Water Company, bid \$300,000 on the purchase of the Yermo Water Company. Subsequently, Bob Smith, president of the Yermo Community Services District, acquiesced in Richardson's decision to accept Apple Valley Ranchos' offer.

Over the Town of Apple Valley's protest, the Public Utilities Commission in February 2015 approved the sale to Apple Valley Ranchos.

In December 2015, the California Public Utilities Commission conditionally approved the sale of the Apple Valley Ranchos component of Western Water Holdings LLC to Liberty Utilities, which represented roughly a third of Liberty/Algonquin's

acquisition of Park Water Co. Liberty/Algonquin assumed some \$77 million of Park's existing debt as part of the purchase agreement for all of Park's California and Montana holdings. Liberty/Algonquin paid \$327 million for all three components of Western Water - the Missoula operation, the Bellflower-Compton-Downey operation and the Apple Valley operation.

In January 2016, Liberty Utilities, an American subsidiary of Canadian-owned Algonquin Power and Utility Corporation, finalized its acquisition of Apple Valley Ranchos by consummating the purchase of Park Water Company from the Carlyle Group.

Meanwhile, the city of Missoula had utilized its power of eminent domain to condemn and seek to acquire Mountain Water Company from Park Water Com-

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Scott*from page 2*

I don't think that would be ethical. I don't know what will happen if I am offered the job. I haven't met many of the people there yet. That's the best, most honest answer I can give you."

Scott said that he understood that his application for the position in Reno created difficulty for San Bernardino and that he was prepared to receive with equanimity the San Bernardino City Council's decision to part with him.

"I will fully understand if the city council

decides, whether today, or the next time you meet, when maybe we'll know what's gone on there, that you just want to go find somebody who is going to be here for years," Scott said. "If what I am supposed to do is help you do what is right for the city and if my transition into somebody else is the best thing that I can do to help this city, then I'll do that."

Barrios then articulated the operative question. "If you are not offered the job [in Reno]," Barrios asked, "will you come back and recommit to the city long term?"

"I'll come back to you

to talk about that possibility and what would be involved to do that," Scott said. "I could do this for the rest of my career and be happy here, but I'm not sure how many years I can do a 130-mile round trip and we're not in a position where she can just move here and give up what she has, and I'm not going to ask her to do that. So, we'll have to figure that out. I could be very happy working this mission in this job."

Barrios then said, "What is on the table is to go to a month-to-month contract and I'd like to hear the thoughts of the council."

Councilman Fred Shorrett said, "What you are doing in Reno is not a surprise to us and you were very honest to us up front. I thought I heard you say you don't even know if you are going to take it if they give it to you. I am sorry this has been such a public thing. I really am. It's too bad. You committed to them and you went up there and we knew you were going to and you've been narrowed down to two candidates and I said before when you were not here they would be fools not to hire you because of your competency. But I did clearly hear you say that if you're not select-

ed that you're willing to come here and help us do whatever we need to do to make a transition, if that's what's best for the city. So, I'd like to move that we continue month-to-month and let's give you the opportunity to finish your interviews up there and see what the outcome is by Wednesday and we'll go from there."

City attorney Gary Saenz said, "I want to add that from the perspective of the bankruptcy that if Mark Scott is going to leave our city to work in Reno, it would benefit us to have a smooth and timely transition which would

be something that is well-planned rather than an abrupt transition. We are about to exit bankruptcy and there is a lot of things going on in our city. What we need is a smooth transition."

Councilman Henry Nickel, sensing that perhaps that evening might be the last public opportunity for him to say so, said, "I just want to express the gratitude that has been expressed to me by a vast majority of my constituents. I think we've been very impressed with your professionalism, your com-

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AV H₂O Acquisition Approaching \$150M *from page 3*

pany. Mountain Water fought the takeover, but the matter went to trial before Judge Karen Townsend in April 2015, resulting in Townsend on June 15, 2015 entering a judgment in favor of Missoula. Park contested that ruling with the Montana Supreme Court, during which time Park made the sale of all of its assets to Algonquin/Liberty.

In August 2016 the Montana Supreme Court ruled 5-2 in favor of the City of Missoula's eminent domain purchase of Mountain Water Co.'s water system, with the majority opinion holding that municipal ownership of the water system was "more necessary" than it remaining under the control of Park (which by that point had been succeeded by Algonquin/Liberty), a for-profit enterprise.

To effectuate the forced purchase, Missoula had to put up \$88.6 million, which was deemed the fair market value of Mountain Water Company.

Even before Missoula prevailed in that case, town of Apple Valley officials began angling to take Apple Valley Ranchos away from Park Water Company. As articulated by the town, it believes it will be able

to purchase Apple Valley Ranchos through a financing strategy involving issuing bonds and that it will be able to service the bonded indebtedness and carry out improvements to the water system by means of the payments made to the town by water users/customers, i.e., the town's residents. The town's officials maintain that the revenue from the water sales will be dedicated solely to this bonded debt service and water division operations and maintenance. The town further maintains this can be effectuated without any water rate increases.

That scenario, however, was highly dependent upon Park Water's willingness to sell the Apple Valley Ranchos Water Company's full assets for a price of the town's choosing, i.e., around \$50 million. In support of that, the town obtained from what it referred to as "an independent appraisal firm" the rather wishful "fair purchase price" of \$45.54 million.

Park Water and later Liberty corporate officials scoffed at that idea. Indeed, a simple mathematical analysis would indicate the actual selling price would be no less than twice that. Assuming Apple Valley Ranchos represented roughly one third of the entirety of Western Water's assets at the time of Algonquin/Liberty's

\$327 million purchase, a more realistic number would be that Apple Valley Ranchos would cost \$109 million in 2016 dollars. Another simple analysis would derive a higher number. Subtracting the \$88.6 million fair market value for Mountain Water upheld by the Missouri Supreme Court from the \$327 million purchase price for Western Water would indicate that the Bellflower-Compton-Downey and the Apple Valley components of Western Water are worth \$238.4 million. Assuming Apple Valley Ranchos represents roughly one half of the remaining Western Water assets now in the possession of Algonquin/Liberty, its fair market value would be approximately \$119 million.

Another price metric would take into consideration that in Montana, local water commissioners in June 2015 set the fair market price of the Mountain Water Company, which owned and operated 37 mostly shallow and medium-depth wells, at \$88.6 million. Missoula, with 69,821 residents, is comparable in population size to Apple Valley, which numbers roughly 71,000 at present.

In Los Angeles County, Algonquin/Liberty supplies between five and six percent of 96,455-population Compton's water by means of the four wells

it operates there, while purchasing somewhere between 92 and 94 percent of the water delivered to Compton from the Central Basin Municipal Water District which wholesales potable water from the Metropolitan Water District of Southern California. In 76,616-population Bellflower and 113,242-population Downey, Algonquin/Liberty supplies about 15 percent of the supply to those two cities with water drawn from the groundwater basin through its eight wells there, while purchasing roughly 81 percent through the Central Basin Municipal Water District.

In addition, the Golden State Water Company also serves the communities of Compton, Downey and Bellflower.

By contrast, the Apple Valley Ranchos Water company operates 24 deep wells throughout Apple Valley and three wells in Yermo.

Though there are other methods of calculating the value of a water purveying operation than the sheer number of its wells, in using that yardstick, it appears that Apple Valley Ranchos' 24-well operation in Apple Valley entailed one third of Algonquin's original Western Water Holdings' 72-well inventory of water-producing assets. Apple Valley Ranchos now accounts for 24 of Algonquin/Liberty's 35 Califor-

nia Wells, translating into 68.57 percent of its California wells, which are collectively valued at \$238.4 million. With Algonquin having paid \$327 million for Western Water Holdings, it stands to reason any judge hearing the eminent domain case will accept, unless the Town of Apple Valley can present compelling evidence to support a conclusion otherwise, that Apple Valley Ranchos is valued at somewhere between \$109 million on the low end, and \$163.47 million on the high end.

Within the last fortnight, Algonquin/Liberty gave notice that it had completed the first phase of improvements and upgrades to the long-neglected Yermo water system, entailing a cost of somewhere in the neighborhood of \$732,000, and that it is committed to carrying out \$5.8 million more in system upgrades over the next two to three years. The improvements carried out so far consist of installing new or upgrading over 4,600 feet of pipeline, a chlorination plant and putting in two generators. The company has also capped unproductive or contaminated wells and replaced a badly deteriorated storage tank. The system is now in compliance with state regulations.

Apple Valley, which is moving forward with its eminent domain action

against Apple Valley Ranchos, wants to limit its seizure of Algonquin/Liberty's assets to just those in Apple Valley. That may be unrealistic, given that Algonquin/Liberty acquired the Yermo system under the auspices of Apple Valley Ranchos. The courts would not be likely to force the sale of Apple Valley Ranchos to the City of Apple Valley and leave Algonquin/Liberty with the responsibility of providing drinking water to a remote desert community involving roughly 920 residents living on 280 properties.

More likely is that when or if the eminent domain decree is granted, Apple Valley will need to take on responsibility for keeping water flowing to the community 36 miles distant from the town.

This week, the Apple Valley Town Council voted during a specially-called meeting on Thursday to schedule with the San Bernardino County Registrar of Voters a special election on Tuesday June 6 seeking voter authorization to issue up to \$150 million in bonds to finance the town's acquisition of the Algonquin/Liberty Utilities' water system. If the bond issuance is passed, town officials said, the bonds would be debt serviced by revenues generated by the water system.





Photo courtesy of Mark Wetmore

The "blue hat" Casque Adrian helmets worn by the 93rd Division became that unit's symbol.

by Ruth Musser-Lopez

The 93rd U. S. Infantry Division was activated one hundred years ago in December 1917 and sent to France. The 93rd Infantry Division had the distinction of being an all "colored" segregated unit of the United States Army in World War I and World War II. It was known initially as the 93rd Division (Provisional). When it was fully formed, the unit became known as the 93rd Division (Colored).

During WWI, the troops never fought together as a division in France. Over the objections of the division's commander, Brig. Gen. Roy Hoffman, its brigades were broken up and the regiments brigaded with French Army formations. Several of its units fought with the French Army during the Second Battle of the Marne where they were issued French equipment, helmets and arms but wore US uniforms; the "blue hat" nickname is derived from the blue-painted Casque Adrian helmets they wore.

Thereafter, though the blue helmets were not worn on their heads, those enlisted in this division wear a 93rd Infantry Division shoulder patch on their sleeves with an insignia depicting the blue French Adrian helmet. Each regiment was brigaded with French forces for three time periods: 1 to 21 July 1918; from 1 August 1918; and from 24 October 1918 to the armistice:

During tough combat in France during WWI the division acquired from the French the

nickname Blue Hats.

The division was reactivated as infantry on May 15, 1942 at Fort Huachuca, Arizona. In late 1943, the 93rd Infantry Division moved westward to the California-Arizona Maneuver Area (CAMA). Mark Wetmore, 82, a veteran who served in Korea and France has lived in Needles off and on since 1936, recalls that the division was stationed at Camp Clipper, the divisional camp near Essex, approximately 49 miles west of Needles on Route 66, before departing overseas from the United States for the South Pacific Theater of Operations in January, 1944.

Camp Clipper (formerly Camp Essex) had been previously set up by General George S. Patton, Jr. as part of the California-Arizona Maneuver Area (CAMA) before he left with the First Battalion to North Africa in the Operation Torch campaign. Due to the success of Patton's Battalion in Africa, the Army decided to continue the use of the California-Arizona Maneuver Area to train troops for warfare in other WWII theaters. Today, what remains of Camp Clipper are cleared camp areas and wide road corridors devoid of the surrounding creosote.

Wetmore recalls two United Service Organization facilities in Needles, he said, segregated for white and "colored" troops located on opposite sides of the tracks. The United Service Organization (USO) facilities were established as

Glimpse Of SBC's Past The 93rd Colored Infantry Division

a nonprofit organization that provides programs, services and live entertainment to United States service members and their families. Another long time resident, Martin L. ("Mel") Richardson, who will be 90 years old this June, recalls that when the troops would arrive in Needles on their leave, they would disembark from the train and the white troops would be escorted to the USO, which was located where a parking lot now exists on the west end of the El Garces depot. The African American troops would march escorted to a separate segregated facility on the north side of the tracks towards the river along River Lane.

Wetmore also recalled that "members of the 93rd infantry, all colored, manned the fuel storage area by the underpass" near the USO. He said vehicles were gassed up there and that "jerry cans" would be refilled or replaced with full cans of fuel. "The operation was heavily guarded."

In 1944 the 93rd Division left the Needles training maneuver area and then served in the Pacific theater at Wake Island, New Guinea and Bougainville in the Solomons from 1944 to 1945, after which the division served in the Philippines until 1946. Most of the division did see service in the Pacific Theater during World War II, but the division's regiments were mainly utilized as construction units and in defensive operations. In 1945, the 93rd Infantry Division was inactivated, though the lineage of several of its units are carried on by the Illinois and Maryland Army National Guard.

The 93rd was known initially as the 93rd Division (Provisional). When it was fully formed, the unit became known as the 93rd Division (Colored) and was composed of the following regiments:

- 185th Brigade (Infantry)
- 369th Infantry Regiment ("The Harlem Hellfighters," formerly the 15th Infantry Regiment, New York National Guard and now the 719th Transportation Company, 369th Sustainment Brigade.)
- 370th Infantry Regiment ("The Black Devils"; formerly the 8th

from black draftees)

- 372nd Infantry Regiment (Made up of troops of the 1st Separate Battalion, District of Columbia National Guard; 1st Separate Company, Connecticut National Guard; Company L, Massachusetts National Guard; 9th Separate Battalion, Ohio National Guard; 1st Separate Company, Mary-

41,000 Japanese troops and civilians on Morotai and the nearby Halmahera islands of the Dutch East Indies. Included were 37,000 troops, of whom 5,000 were in a naval force and 4,000 were civilians. The surrender was accepted on Morotai by Major General Johnson. Lt. General Ishii, the commander of the IJA 32nd Division



Infantry Regiment, Illinois National Guard). Awarded the Fourragère. Now lineage is carried on by the 1st Battalion, 178th Infantry, Illinois National Guard.

- 186th Brigade (Infantry)
- 371st Infantry Regiment (1st Provisional (Colored) Infantry Regiment, National Army was drawn

land National Guard; and 250 draftees from Camp Custer, Michigan. Now its lineage is carried on by the 229th Main Support Battalion, Maryland National Guard, and the 372nd Military Police Battalion, District of Columbia National Guard.

After the Japanese capitulation in August 1945, the division secured the surrender of

and the senior surviving officer in the area, surrendered the Japanese Army forces to the 93rd after he was brought to Morotai on a U.S. Navy PT boat.

Two years after the war concluded, President Harry Truman integrated the U.S. Military, including the Fighting 93rd.

Compiled from various on-line sources

Redlands Ward Districts from front page

tant laid out a number of districting schemes. Others were suggested by a citizens committee.

Ultimately, the council, by a vote of 4-1, has chosen what under the consultant's nomenclature is referred to as option 2B. The 2B Map puts Councilman Eddie Tejada in District 1, councilman Paul Barich in District 2, Councilwoman Pat Gilbreath in District 4, with mayor Paul Foster and councilman Jon Harrison in District 5. No current member of the council

resides in what is to be District 3.

In a fair number of other cities that have gone to ward systems, the mayor is elected at large and council members represent a particular district. In Redlands, the mayor is chosen by the council from among the council. Thus, Redlands has five districts.

Under the lines drawn in Map 2B, District 1 borders the 210 Freeway on the east and extends south of the 10 Freeway, extending to include downtown and the neighborhoods around Citrus Valley High School. District 2's footprint covers the

northeast part of the city, along Wabash Avenue and includes a portion below the 10 Freeway, as well as Redlands Municipal Airport. District 3 is on the city's northwest, including neighborhoods north and south of Brookside Avenue, abutting downtown as well as the property encircling the Donut Hole. District 4 bestrides the 10 Freeway and includes the University of Redlands, extending a radial to touch downtown. District 5 stretches along the city's south side from east to west.

Harrison was the sin-

Continued on Page 7

Gonzales Is Sole Witness In Colonies Trial Week Ten

from front page

company had brought against the county, was instrumental in shedding light on the atmospherics in the time that led up to that settlement. In particular, she had testified to the pressure placed upon her to arrive at a settlement of the matter, not unlike but somewhat less intense than that which prosecutors alleged was aimed at Bill Postmus and Paul Biane, two of the supervisors who did support the settlement. That pressure was characterized by the prosecution as extortion. Though the charges of extortion in the case have been thrown out, the theory of guilt propounded by the prosecution yet relies on the narrative contained in the indictment which represents that Burum, with the assistance of former sheriff's deputies union president Jim Erwin, blackmailed Postmus and Biane in the months before the settlement vote by threatening to send out to voters mailers exposing Postmus' homosexuality and drug use and Biane's mounting financial difficulties.

According to prosecutors, while the lawsuit over flood control issues at the Colonies at San Antonio residential and Colonies Crossroads

commercial subdivisions in northeast Upland filed by the Colonies Partners in 2002 was dragging on, Burum, one of two co-managing principals with the Colonies Partners, worked in tandem with Erwin to make the aforementioned threats. After Postmus and Biane voted in November 2006 along with then-supervisor Gary Ovitt to approve the \$102 million payout, prosecutors allege Burum provided \$100,000 kickbacks to Postmus, Biane and Mark Kirk, Ovitt's chief of staff, in the form of donations to political action committees they controlled. Postmus was previously charged in the matter and pleaded guilty to all of the counts lodged against him. He has turned state's evidence and his testimony against Burum, Biane, Erwin and Kirk is anticipated in the months ahead. Prosecutors were attempting to use Gonzales to set the table for Postmus' upcoming appearance before the two juries hearing the matter, one of which will decide the fate of Erwin, the other hearing the case against the other three defendants.

On Thursday of last week and again on Tuesday, Gonzales recounted her belief that the board of supervisors was being stampeded toward settling the lawsuit for increasingly higher dollar amounts as time progressed and that she

could not in good conscience support those settlement proposals in large measure because the Colonies Partners and their legal representatives had not provided the documentation she had requested relating to the monetary damages and costs the Colonies Partners claimed to have sustained as a consequence of the county's actions as alleged in the lawsuit. She also related her belief that the Colonies Partners or its representatives, Burum in particular, had acted inappropriately by seeking to lobby, influence or compromise her into supporting the settlement. She recounted two such encounters, or as it were in one of the cases, an alleged near encounter, with Burum.

One of these, she said, took place in 2005 in Los Angeles at what she said she thought was the Century Plaza during a settlement mediation involving on one side, county supervisors and other officials, and on the other, the Colonies Partners principals and its representatives. That mediation entailed the differing parties being confined to separate rooms while a mediator transited between each in an effort at give-and-take that might ultimately lead to a resolution. Gonzales said that when she left the conference room in which the county contingent was engaged in an intense

dialogue to use the facilities, she was met by Burum, who had been ensconced in a kitchenette off the hallway near the ladies room. He pleaded with her, she said, to support the settlement. In her testimony she indicated her belief that Burum had been alerted to her exit from the conference room so he could confront her. She said she believed Burum had been alerted to her whereabouts by another party in the conference room, most likely Postmus, who was using his Blackberry communication device.

The second incident with Burum, which was actually a near encounter, took place, she said, in China, she testified this week, in the lobby of the White Swan Hotel in Zhengzhou in September 2005. In previous testimony before two separate grand juries in 2009 and 2011, she had said the incident took place in November 2006. This week, Gonzales said that she had arrived at the airport after the transpacific flight amongst many others in the trade mission party, including many business leaders and community members from San Bernardino County she had only just met. In an effort to expand her fledgling relationship with her just-made acquaintances, she invited all of those who were not too tired from the flight to meet her at the hotel bar for a drink.

She said she was among those who caught the first shuttle to the White Swan and after checking into the hotel and depositing her luggage in her room, went down to the hotel bar, at the front of which she positioned herself in an armchair that gave her a view of the hotel lobby so she could greet any members of her party who chose to take her up on the offer of a libation.

Having left her credit card with the bartender to cover the tab for the round she would be buying, she was in the armchair when she spotted former California State Senator Jim Brulte in the lobby. The six foot-four inch tall Brulte spotted her and approached her, she said. Brulte invited her to go out to dinner with him and Burum, saying there was a limousine waiting to whisk them away for a night on the town. Gonzales testified that Brulte, who towered over her as she sat in the chair, at one point bent down and had placed his hands onto the armrests on either side of her, gazing down at her. When she peered around Brulte, she said, she could see Burum some distance away in the hotel lobby. She said he was shuffling about and she recognized him, as she could see him both directly and in profile as he changed positions.

Gonzales said she gave Brulte indication she would go with

them, but used the circumstance involving the bartender's possession of her credit card and the need to make good on her promise to treat the other members in her party to drinks to temporarily put him off. She told supervising deputy district attorney Louis Cope, who handled her direct examination while she was on the witness stand this and last week, she felt it would be improper for her to dine and go out with Brulte, who was working as a consultant for the Colonies Partners, and Burum while the litigation with the Colonies Partners was still pending. She went up to her hotel room, she said, where she remained for the most of the next two days, ducking both Brulte and Burum, relying on room service, until the San Bernardino County delegation departed Zhengzhou.

"I felt as if I had been skewered," Gonzales said. "I just stayed in my room."

Cope's direct examination of Gonzales lasted into the afternoon on Tuesday. At 2:31 p.m. Jennifer Keller, one of Burum's attorneys, began the cross examination of Gonzales, limited to an hour on that day because the court is accommodating one of the jurors, who has a commitment to a late afternoon class on Tuesdays and Thursdays. Within

Continued on Page 7

Scott from page 4

mitment to engaging our residents in a way that has really been refreshing and we really greatly appreciate the service you have provided. And should you leave, you will be missed, let there be no doubt. But I completely appreciate the need to address family and family-related concerns. So, I will not hold that against you in any way. I thank you for your offer to help us. I think one thing we do need is we need stability in our city now. I think we've got that from you over the last year. I think

you've been steadfast in your leadership and I appreciate that and I hope to continue that as our city moves forward, should you stay or should you go. Thank you and thank you for your commitment to continue the legacy you helped us to start."

The council then voted unanimously to approve Shorrett's motion.

Scott departed from the council meeting early that evening. He departed for Reno the next morning and headed into the final rounds of the evaluation process with city officials there. He appeared to be cruising toward a new existence

in the Silver State. After watching Smith Newby's hour-and-eight minute interview with the Reno City Council, all Scott needed to do was get through his public back-and-forth with the same officials.

But at that point, Scott, who has a master's degree in business from Stanford University Graduate School of Business and who was city manager in Fresno, Culver City, Spartanburg, South Carolina and Beverly Hills before he was city manager in Burbank, realized he had left his heart in San Bernardino. When he came before the Reno City

Council he said, "I have a dramatic announcement. I think you've already met your future city manager, and it is she," indicating Smith Newby.

On Thursday, he was back in his office in San Bernardino. That night, Scott from his Rancho Mirage home told the *Sentinel* that he is now back in San Bernardino "heavily." Asked if he was going to remain in place as city manager for another two years, Scott said, "I don't know. That's not my decision. My first contract was for a year and I have not really discussed with the council the length of any

new contract. I think we can work something out. I would like to be here for a while. I get to work with some very good officials here."

Scott offered an explanation of what occurred earlier this week in Reno, when he essentially walked away from the position there. "This week was the first time in the process where I actually met the council members one-on-one," he said. "Other than the televised interview that took place on February 21, I never actually met them. So it was in the middle of the interviews this week as I was getting a real feel for the

city that I came around to thinking that just wasn't what I wanted and it wasn't going to work out."

Scott said he knows how important maintaining stability in San Bernardino is and that he might have offended some of the council in contemplating bolting.

"I don't blame them at all for wanting someone willing to make a long term commitment," he said. "I'm sorry I put them through that. But it looks like it has worked out at this point and I am looking forward to being here for some time to come."

All Vehicles In SB Mountains To Be Tracked from front page

while still effective in certain cases, are less than comprehensive in the information they provide.

Within the next several weeks, the sheriff's department will acquire six more of the devices and position them so they will provide an all-encompassing profile of vehicles going into and emerging from the San Bernardino Mountains.

The concentration of the capability on the limited venues of ingress and egress to the mountain communities will take place pursuant to action this week by the board of supervisors, which authorized the county's purchasing agent to place a \$155,682 order with Vigilant Solutions, LLC for an automated license plate reader (ALPR) system, including equipment, software license and a four-year extended warranty.

According to sheriff's captain Samuel Fisk, Captain, "The Department uses Vigilant

Solutions, LLC ALPR systems to read license plates and compare the information with a state database alerting officers when vehicles of interest are observed. Vigilant has proprietary software which organizes and interfaces information with the department's secured network."

The county did not seek bids on the most recent license plate tracking system acquisition.

"The department is requesting authorization for the purchasing agent to issue a non-competitive purchase order with Vigilant for proprietary equipment, software and warranty of six fixed ALPR systems to be deployed in the county's mountain region," Fisk wrote in a report to the board of supervisors dated March 7, 2017. "Maintaining Vigilant Solutions as the vendor for ALPR systems will provide continued compatibility and eliminate costs associated with data conversion and validation to a different vendor's system. Additionally, a transition to another vendor's system will require that personnel incur costs to develop, test, configure, evaluate, and re-train on

a new interface with the department's secure network. Purchasing concurs with the non-competitive justification of proprietary equipment."

There are six practical routes for vehicle-borne travelers into the San Bernardino Mountains, which include the communities of Crestline, Twin Peaks, Blue Jay, Lake Arrowhead, Running Springs, Arrowbear, Skyforest, Green Valley Lake, Valley View Park, Big Bear, Forest Falls, and Angeles Oaks. Those routes consist of Highway 138 on the west end, which originates near Cajon Pass to the northwest of the mountains and passes around the west side of Silverwood lake and up to Crestline; Route 173, which departs from Highway 138 at the Mojave River Forks on the northwest side of Silverwood Lake and then loops to the east at the periphery of Summit Valley south of Hesperia and then up the northwestern face of the San Bernardino Mountains including a stretch that is a one-lane jeep trail that is the only unpaved span of any California state highway, skimming the

easterly and southerly sides of Lake Arrowhead and meeting State Route 189, Lake's Edge Road, at the south entrance to the Lake Arrowhead mall; State Highway 18 from the north, which originates in the Mojave Desert as a looping, circuitous road before ascending to Big Bear City and proceeding through several mountain communities, Big Bear City, Green Valley Lake, Arrowbear, Skyforest, and Valley View Park, before descending down the mountains south; State Highway 18 from the south, which originates as Waterman Avenue in San Bernardino and at State Route 210 becomes Route 18 a few miles below the San Bernardino Mountains foothills and exists as a four-lane expressway that climbs at an initially gentle grade until it turns east and in a series of steeper switchbacks with panoramic views of the San Bernardino Valley, transitions into what is known as the Rim of the World Highway, and intersects with State Route 138 at Mount Anderson Junction south of Crestline; Route 330 from the South, which starts

near Highland and runs northeasterly into the mountains at a six percent grade for roughly 15 miles to Running Springs, where it ends at State Route 18; and State Highway 38 from the south, which begins in Redlands as Lugonia Avenue becoming Mentone Boulevard, enters the San Bernardino National Forest moving through and adjacent to Mill Creek Canyon and then past the north side of Mountain Home Village and at Valley of the Falls Drive steepens along the southern face of the San Bernardino Mountains and after a series of tortuous and winding curves reaches Angeles Oaks beyond which it moves through an even more intensive series of undulations and radius curves and reaches Barton Flats within the San Gorgonio Wilderness at the upper reaches of the headwaters of the Santa Ana River before it reaches an elevation of 8,443 feet below 9,114 foot-elevation Oxyx Peak, making it one of the highest highways in California, and then descends onto what at that point is called Greenspot Boulevard and then

moves westerly to become Big Bear Boulevard where it intersects with and becomes indistinguishable for a span with Route 18 in the Big Bear area before separating and linking up with the afore-described span of State Highway 38.

This week, San Bernardino Police Chief Berguan told the Sentinel that he considers license plate scanners to be a "very useful and productive tool in our law enforcement efforts."

He said his department does not have any of the devices but has made arrests with regard to a number of cases within the City of San Bernardino, including, murders, rapes and burglaries based on information relayed to his department from sheriff's department license plate scanners set up by the sheriff's department at the periphery of San Bernardino.



Redlands Ward Map from page 5

gle vote against the plan. He is disadvantaged by it, since to remain in office, he will need to run against Foster, assuming Foster chooses to run again. Districts 2, 3 and 5 are to be on the ballot in November 2018 and districts 1 and 4 on the ballot in November 2020.

An ordinance establishing the map and election sequencing will take place at the March 21 city council meeting.



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Colonies Trial Week Ten from page 6

that hour, Keller made considerable progress in dismantling all, or at least much, of what the prosecution had established with Gonzales.

Keller started out in what were even and al-

most friendly tones, going straightaway to the Zhengzhou event, as if carrying out a routine overview of the key elements of Gonzales' testimony on direct examination, proceeding with the unspoken presumption in her questions that the Zhengzhou event took place in 2005, locking the supervisor into the version of events she had

provided to Cope, intensifying the skeptical tone of both her voice and nature of the questions.

Relatively early on, Keller nailed down that there could be no confusion as to whether Burum was in the lobby of the White Swan Hotel when she had her encounter with Brulte.

"You could clearly

see Mr. Burum and you were absolutely sure it was him?" Keller asked. "There was no mistaking who it was from your position?"

"Yes," said Gonzales.

Keller used references to Gonzales' previous testimony about the incident before separate grand juries on September 10, 2009 and April 12, 2011, as well as an audio-recorded statement she made about to district attorney's office investigator Hollis Randles on March 10, 2009, and characterized the previous testimony as being more dramatic than what Gonzales had offered during the ongoing trial. Summoning up Gonzales' words that she had "felt an instinctive fear of being a victim of some very good planning" and that "I knew that it would be terribly dangerous to go

anywhere with him or anyone else," Keller reminded Gonzales that upon spotting Brulte in the lobby she thought that "he had tracked you down half way around the world to talk to you about the Colonies" lawsuit settlement.

"You were terrified," Keller said.

"Not terrified," Gonzales said. "Apprehensive."

"At this point alarm bells went off in your head, right?" Keller asked.

"Yes," responded Gonzales.

"You really thought that what they were going to do is try to take you out and possibly get you drunk and drug you and pose you in sexually compromising photos and blackmail you?" Keller said, referencing Gonzales' previous

Continued on Page 18



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Public Notices

FBN 20170001238
The following entity is doing business as:
WESTCO MAINTENANCE
10722 ARROW ROUTE STE 104
RANCHO CUCAMONGA, CA
91730 SOCIAL PROPERTY SERVICES INC 10722 ARROW ROUTE STE 104 RANCHO CUCAMONGA, CA 91730

This business is conducted by: A CORPORATION.

The registrant commenced to transact business under the fictitious business name or names listed above on: 1/1/2017.

By signing, I declare that all information in this statement is true and correct. A registrant who declares as true information which he or she knows to be false is guilty of a crime (B&P Code 17913). I am also aware that all information on this statement becomes Public Record upon filing.

S/ Dan V Pond
Statement filed with the County Clerk of San Bernardino on 02/11/2017.

I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

Notice-This fictitious name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (see Section 14411 et seq., Business and Professions Code).

Published in the San Bernardino County Sentinel 2/17, 2/24, 3/03 & 3/10, 2017.

ORDER TO SHOW CAUSE FOR CHANGE OF NAME
CASE # CIVDS 1702968
TO ALL INTERESTED PERSONS: Petitioner JESSICA RENEE MINNICK Has filed a petition with the clerk of this court for a decree changing names as follows:

JESSICA RENEE MINNICK TO JESSICA RENEE ARQUETTE

THE COURT ORDERS that all persons interested in this matter appear before this court at the hearing indicated below to show cause, if any, why the petition for change of name should not be granted. Any person objecting to the name changes described above must file a written objection that includes the reasons for the objection at least two court days before the matter is scheduled to be heard and must appear at the hearing to show cause why the petition should not be granted. If no written objection is timely filed, the court may grant the petition without a hearing.

NOTICE OF HEARING
DATE: 04/11/2017
TIME: 8:30 A.M
Department: S-17

The address of the court is SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN BERNARDINO SAN BERNARDINO DISTRICT-CIVIL DIVISION 247 WEST THIRD STREET SAN BERNARDINO, CA 92415-0210.

IT IS FURTHER ORDERED that a copy of this Order to Show Cause be published in THE SAN BERNARDINO COUNTY SENTINEL in San Bernardino County, California, at least once each week for four successive weeks prior to the date set for hearing of the petition

Date: FEBRUARY 17, 2016
s/ MICHAEL A. SACHS,
Judge of the Superior Court
Run dates: 02/24, 03/03, 03/10 & 03/17, 2017

SUMMONS (Family Law)
NOTICE TO RESPONDENT: RICHARD TAGAYUNA DYKEE

You have been sued. Read the information below. Lo han demandado. Lea la información a continuación

Petitioner's name is: CATHERINE BIAGTAN AMOR
Case number: FAMSS 1700824

Filed Superior Court of California County of San Bernardino San Bernardino District January 31 2017 by Salvador Lo-

Public Notices

pez, Deputy
You have 30 calendar days after this Summons and Petition are served on you to file a response (form FL-120) at the court and have a copy served on the petitioner. A letter, phone call, or court appearance will not protect you.

If you do not file your Response on time, the court may make orders affecting your marriage or domestic partnership, your property, and custody of your children. You may be ordered to pay support and attorney fees and costs. For legal advice, contact a lawyer immediately. Get help finding a lawyer at the California Courts Online Self-Help Center (www.courts.ca.gov/selfhelp), at the California Legal Services website www.lawhelpca.org, or by contacting your local county bar association.

STANDARD FAMILY LAW RESTRAINING ORDERS

Starting immediately, you and your spouse or domestic partner are restrained from:

1. removing the minor children of the parties from the state or applying for a new or replacement passport for those minor children without the prior written consent of the other party or an order of the court;
 2. cashing, borrowing against, canceling, transferring, disposing of, or changing the beneficiaries of any insurance or other coverage, including life, health, automobile, and disability, held for the benefit of the parties and their minor children;
 3. transferring, encumbering, hypothecating, concealing, or in any way disposing of any property, real or personal, whether community, quasi-community, or separate, without the written consent of the other party or an order of the court, except in the usual course of business or for the necessities of life; and
 4. creating a nonprobate transfer or modifying a nonprobate transfer in a manner that affects the disposition of property subject to the transfer, without the written consent of the other party or an order of the court.
- Before revocation of a nonprobate transfer can take effect or a right of survivorship to property can be eliminated, notice of the change must be filed and served on the other party.

You must notify each other of any proposed extraordinary expenditures at least five business days prior to incurring these extraordinary expenditures and account to the court for all extraordinary expenditures made after these restraining orders are effective. However, you may use community property, quasi-community property, or your own separate property to pay an attorney to help you or to pay court costs.

FEE WAIVER: If you cannot pay the filing fee, ask the clerk for a fee waiver form. The court may order you to pay back all or part of the fees and costs that the court waived for you or the other party.

The name and the address of the court are: 351 N. Arrowhead Avenue San Bernardino, CA 92415

The name, address, and telephone number of the petitioner's attorney, or the petitioner without an attorney, are: CATHERINE BIAGTAN AMOR 13412 GETTYSBURG STREET FONTANA, CA 92336 (909) 544-1073 IN PROPER

This case is assigned to JUDGE SINFIELD DEPT. S49 for all purposes and is subject to CCP 170.6(2)

Date: January 31, 2017
Clerk, by Salvador Lopez, Deputy

Published in the San Bernardino County Sentinel 2/24, 3/03, 3/10 & 3/17, 2017.

FBN 20170001743
The following entity is doing business as:
UNITED ARTIST GROUP
10252 BELLA VISTA STREET
APPLE VALLEY, CA 92308
WILLIAM R BROMLEY PMB 133 12277

Public Notices

APPLE VALLEY RD APPLE VALLEY, CA 92308 [and] RUBEN GARCIA 755 W FONTLEE LN RIALTO, CA 92376

This business is conducted by: A GENERAL PARTNERSHIP

The registrant commenced to transact business under the fictitious business name or names listed above on: N/A.

By signing, I declare that all information in this statement is true and correct. A registrant who declares as true information which he or she knows to be false is guilty of a crime (B&P Code 17913). I am also aware that all information on this statement becomes Public Record upon filing.

S/ William R. Bromley
Statement filed with the County Clerk of San Bernardino on 02/15/2017.

I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

Notice-This fictitious name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (see Section 14411 et seq., Business and Professions Code). 2/24, 3/03, 3/10 & 3/17, 2017.

FBN 20170001464
The following entity is doing business as:

BLUE STATE LOGISTICS
8768 ARCHIBALD AVENUE #3
RANCHO CUCAMONGA, CA
91730 THE BLUE STATE COMPANY INC 818 HARRISON AVENUE CLAREMONT, CA 91711

This business is conducted by: A CORPORATION.

The registrant commenced to transact business under the fictitious business name or names listed above on: 10/01/2015.

By signing, I declare that all information in this statement is true and correct. A registrant who declares as true information which he or she knows to be false is guilty of a crime (B&P Code 17913). I am also aware that all information on this statement becomes Public Record upon filing.

S/ Jones Onyango
Statement filed with the County Clerk of San Bernardino on 02/08/2017.

I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy
Notice-This fictitious name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (see Section 14411 et seq., Business and Professions Code).
Published in the San Bernardino County Sentinel 2/17, 2/24, 3/03 & 3/10, 2017.

FBN 20170001537
The following entity is doing business as:

INLAND VALLEY SPINAL DECOMPRESSION CENTER 410 N. LEMON ST. ONTARIO, CA 91764 909-986-1611 VICTOR H FANTASIA, DC 3690 ARVIDSON CT. CHINO, CA 91710 This business is conducted by: AN INDIVIDUAL.

The registrant commenced to transact business under the fictitious business name or names listed above on: 12/01/2011.

By signing, I declare that all information in this statement is true and correct. A registrant who declares as true information which he or she knows to be false is guilty of a crime (B&P Code 17913). I am also aware that all information on this statement becomes Public Record upon filing.

S/ Victor H. Fantasia
Statement filed with the County Clerk of San Bernardino on 02/09/2017.

I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

Notice-This fictitious name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (see Section 14411 et seq., Business and Professions Code).
Published in the San Bernardino County Sentinel 2/17, 2/24, 3/03 & 3/10, 2017.

FBN 20170001538
The following entity is doing

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business as:
UNITED CHIROPRACTIC HEALTH CENTER 410 N. LEMON ST. ONTARIO, CA 91764 909-984-2765 FANTASIA CHIROPRACTIC CORPORATION 410 N. LEMON ST. ONTARIO, CA 91764

This business is conducted by: A CORPORATION.

The registrant commenced to transact business under the fictitious business name or names listed above on: 6/27/2002.

By signing, I declare that all information in this statement is true and correct. A registrant who declares as true information which he or she knows to be false is guilty of a crime (B&P Code 17913). I am also aware that all information on this statement becomes Public Record upon filing.

S/ Victor H. Fantasia
Statement filed with the County Clerk of San Bernardino on 02/09/2017.

I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

Notice-This fictitious name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (see Section 14411 et seq., Business and Professions Code).
Published in the San Bernardino County Sentinel 2/17, 2/24, 3/03 & 3/10, 2017.

Copyright Notice: All rights reserved re common-law copyright of trade-name/trade-mark, JOAQUIN ANDRES ACOSTA © —as well as any and all derivatives and variations in the spelling of said trade-name/trade mark - Common Law Copyright ©1979 by joaquin andres acosta©. Said common-law-trade-name/trade-mark, JOAQUIN ANDRES ACOSTA©, may neither be used, nor reproduced, neither in whole or part, nor in any manner whatsoever, without the prior, express, written consent and acknowledgment of joaquin andres acosta© as signified by the hand-signed, red-ink signature of joaquin andres acosta©, hereinafter "Secured Party."

With the intent of being contractually bound, any juristic person, as well as the agent of said juristic person, assents, consents and agrees by this Copyright Notice that neither said juristic person, nor the agent of said juristic person, shall display, nor otherwise use in any manner, the common-law trade-name/trade-mark JOAQUIN ANDRES ACOSTA© nor the common-law copyright described herein, nor any derivative of, nor any variation in the spelling of JOAQUIN ANDRES ACOSTA©, nor the common-law copyright described herein, nor any derivative of, nor any variation in the spelling of, JOAQUIN ANDRES ACOSTA© without the prior, express, written consent and acknowledgment of Secured Party, as signified by Secured Party's hand-signed signature in red ink.

Secured Party neither assents, nor consents nor agrees with, nor grants, nor implies any authorization for any unauthorized use of JOAQUIN ANDRES ACOSTA©, and all such unauthorized use is strictly prohibited. Secured Party is not now, nor has Secured Party ever been, an accommodation party, nor a surety, for the purported debtor, i.e., "JOAQUIN ANDRES ACOSTA," nor for any derivative of, nor for any variation in the spelling of, said name, nor for any other juristic person, and is so-indemnified and held harmless by Debtor, i.e., "JOAQUIN ANDRES ACOSTA," in Hold-harmless and indemnity Agreement No. JAA-12-161961-HHIA, dated the Sixteenth day of the Twelfth Month in the Year of Our Lord One Thousand Nine Hundred and Sixty-One against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due and

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as might become due, now existing and as might hereinafter arise, and as might be suffered by, imposed on, and incurred by Debtor for any and every reason, purpose, and cause whatsoever.

Mutual Assent Implied and Express Contract Executed by Unauthorized Use of Secured Party's Common-Law Copyright Property; Self-executing Security Agreement in the Event of Unauthorized Use of Secured Party's Common-law Copyright Property; By this Copyright Notice, both the juristic person and the agent of said juristic person, hereinafter jointly and severally "User," assent, consent, and agree that any use of JOAQUIN ANDRES ACOSTA © other than authorized use as set forth above constitutes unauthorized use, counterfeiting, of Secured Party's common-law copyright property, contractually binds User, renders this Copyright Notice a Security Agreement wherein User is debtor and joaquin andres acosta© is Secured Party, and signifies that User:

- (1) incurs a contractual obligation in favor of Secured Party, and grants Secured Party a security interest in all of User's assets, land, and personal property and all of User's rights, title and interest in assets, land, and personal property, in the sum certain amount of \$500,000.00 per each occurrence of use of the common-law copyrighted trade-name/trade-mark JOAQUIN ANDRES ACOSTA, as well as for each occurrence of use of any and all derivatives of, and variations in the spelling of, JOAQUIN ANDRES ACOSTA©, plus costs, plus triple damages;
- (2) has present intention to authenticate, and hereby and herewith authenticates, this Security Agreement, wherein User is debtor and joaquin andres acosta© is Secured Party, and wherein User pledges all of User's assets, land, consumer goods, farm products, inventory, equipment, money, investment property, commercial tort claims, letters of credit, letter-of-credit-rights, chattel paper, instruments, deposit accounts, accounts, documents, and general intangibles, and all User's rights, title, and interest in such foregoing property, now owned and hereafter acquired, now existing and hereafter arising, And, wherever located, as collateral to secured User's contractual obligation in favor of Secured Party for User's unauthorized use of Secured Party's common-law-copyrighted property;
- (3) Assents, consents, and agrees with Secured Party's filing of a Uniform Commercial Code, hereinafter "UCC," Financing Statement in the UCC filing office, as well as in any county-level recording/registration office, wherein User is debtor and joaquin andres acosta© is Secured Party;
- (4) Assents, consents, and agrees that said UCC Financing Statement described above in paragraph "(3)" is a continuing financing statement, and further assents, and consents, and agrees with Secured Party's filing of any continuation statement necessary to maintain Secured Party's perfected security interest in all of User's property and right, title, and interest in property, pledged as collateral in this Security Agreement and described above in paragraph "(2)," until User's contractual obligation therefore incurred has been fully satisfied;
- (5) Assents, consents, and agrees with Secured Party's filing of any UCC Financing Statement, as described above in paragraphs "(3)," and "(4)," as well as the filing of any Security Agreement, as described in paragraph "(2)," in the UCC filing office, as well as in any county-level recording/registration office;
- (6) Assents, consents, and agrees that any and all such filings described in paragraphs "(4)" and "(5)" above are not, and may not be considered bogus, and that User will not claim that any such filing is bogus;
- (7) Promises unconditionally to accept,

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has present intention to authenticate and accept, and hereby and herewith authenticates and accepts, as drawee-acceptor, any draft drawn by Secured Party to secure payment of outstanding unauthorized-use fees, as set forth above in paragraph "(1)," incurred by User through User's unauthorized use of Secured Party's common-law copyright property; (8) Waives right of presentment and all defenses; and, (9) Appoints Secured Party as non-fiduciary authorized representative for User, effective upon User's default re User's contractual obligations in favor of Secured Party as set forth below under "Payment Terms" and "Default Terms," granting Secured Party full authorization and power to engage in any and all actions on behalf of User, in respect of User's outstanding contractual obligation as set forth above in paragraph "(1)," including without limitation, authentication of a record on behalf of User, as Secured Party, in Secured Party's sole discretion, deems appropriate and, as regards any deposit account, grants Secured Party full authorization and power to originate instructions for said deposit-account maintained with any bank in/under the Taxpayer Identification Number of User, notwithstanding the absence of user's name as account-holder on any such deposit account, grants Secured Party full authorization and power to originate instructions for said deposit-account bank and to direct the disposition of funds in said deposit account and execute demand drafts, as that term, i.e.e., "demand draft," is defined at UCC 3-104(k), to discharge User's aforementioned outstanding contractual obligation, without further consent of User and without liability, and User further consents and agrees that appointment of Secured Party as non-fiduciary authorized representative for User, effective upon User's default, is irrevocable and coupled with a security interest.

User Further Assents, Consents, and Agrees with the Following Additional Terms of "Mutual Assent Implied and Express Contract Executed by Unauthorized Use of Secured Party's Common Law-Copyrighted Property"; Payment Terms: In accordance with fees for unauthorized Use of JOAQUIN ANDRES ACOSTA© as set forth above, User hereby assents, consents, and agrees that User must pay Secured Party all unauthorized-use fees in full within ten (10) days of the date Secured Party sends User the invoice, hereinafter "invoice," itemizing said fees. Default Terms: In event of non-payment in full of all unauthorized -use fees by User within ten (10) days of date invoice is sent, User shall be deemed in default and: (a) All of User's property and rights, title, and interest in property pledged as collateral by User, as set forth in the above paragraph "(2)," immediately becomes, i.e. is property of Secured Party; (b) Secured Party is appointed User's Authorized Representative as set forth above in paragraph "(9)"; and (c) User assents, consents, and agrees that Secured Party may take possession of, as well as otherwise dispose of, in any manner that Secured Party, in Secured Party's sole discretion, deems appropriate, including, without limitation, sale at auction, at any time following User's default, and without further notice, any and all of User's property, and rights, title, and interest in property, described above in paragraph "(2)," formerly pledged as collateral by User, now property of Secured Party, in respect of this Mutual Assent Implied and Express Contract Executed by Unauthorized Use of Secured Party's Common Law-Copyright Property," that Secured Party, again

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in Secured Party's sole discretion, deems appropriate. Terms for Curing Default: In event of default, as set forth above under "Default Terms," irrespective of any and all of User's former property and right, title, and interest in property, described "(2)," in the possession of, as well as disposed by, Secured Party, as authorized above under "Default Terms," User may cure User's default only re the remainder of User's said former property and right, title, and interest in property formerly pledged as collateral that is neither in the possession of, nor otherwise disposed of by Secured Party within twenty (20) days of date of User's default only by payment in full. Terms of Strict Foreclosure: User's non-payment in full of all unauthorized-use fees itemized in invoice within said twenty (20) day period for curing default as set forth above under "Terms for Curing Default" authorizes Secured Party's immediate non-judicial strict foreclosure on any and all remaining former property and rights, and interest in property formerly pledged as collateral by User, now property of Secured Party, which is not in the possession of, nor otherwise disposed of by, Secured Party upon expiration of said twenty (20) day default curing period. Ownership subject to copyright of common-law trade-name/trade-mark; security agreement; and, UCC Financing Statement filed in the UCC filing office. Record owner: joaquin andres acosta©, Autograph Common Law Copyright © 1979, Unauthorized use of "joaquin andres acosta" incurs same unauthorized-use fees as those associated with JOAQUIN ANDRES ACOSTA©, as set forth above in paragraph "(1)."

APN: 1089-281-61-0-000
TS No: CA08001861-13-IS TO No: 130241981-CA-MAI NOTICE OF TRUSTEE'S SALE (The above statement is made pursuant to CA Civil Code Section 2923.3(d)(1). The Summary will be provided to Trustor(s) and/or vested owner(s) only, pursuant to CA Civil Code Section 2923.3(d)(2).) YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED June 22, 2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER. On March 28, 2017 at 02:00 PM, on the Southside of the main entrance to the Chino Public Library, 13180 Central Avenue, Chino, CA 91710, MTC Financial Inc. dba Trustee Corps, as the duly Appointed Trustee, under and pursuant to the power of sale contained in that certain Deed of Trust recorded on June 30, 2006 as Instrument No. 2006-0449107, of official records in the Office of the Recorder of San Bernardino County, California, executed by JOE A PICKENS, AND KAREN CRAWFORD, HUSBAND AND WIFE AS JOINT TENANTS, as Trustor(s), in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as nominee for COUNTRYWIDE HOME LOANS, INC. as Beneficiary, WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER, in lawful money of the United States, all payable at the time of sale, that certain property situated in said County, California describing the land therein as: AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST The property heretofore described is being sold "as is". The street address and other common designation, if any, of the real property described above is purported to be: 6990 GALATINA PL, RANCHO CUCAMONGA, CA 91701-9216 The undersigned Trustee disclaims any liability for any incorrectness of the street ad-

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dress and other common designation, if any, shown herein. Said sale will be made without covenant or warranty, express or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the Note(s) secured by said Deed of Trust, with interest thereon, as provided in said Note(s), advances if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust. The total amount of the unpaid balance of the obligations secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of this Notice of Trustee's Sale is estimated to be \$675,276.87 (Estimated). However, prepayment premiums, accrued interest and advances will increase this figure prior to sale. Beneficiary's bid at said sale may include all or part of said amount. In addition to cash, the Trustee will accept a cashier's check drawn on a state or national bank, a check drawn by a state or federal credit union or a check drawn by a state or federal savings and loan association, savings association or savings bank specified in Section 5102 of the California Financial Code and authorized to do business in California, or other such funds as may be acceptable to the Trustee. In the event tender other than cash is accepted, the Trustee may withhold the issuance of the Trustee's Deed Upon Sale until funds become available to the payee or endorsee as a matter of right. The property offered for sale excludes all funds held on account by the property receiver, if applicable. If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee and the successful bidder shall have no further recourse. Notice to Potential Bidders If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a Trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a Trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same Lender may hold more than one mortgage or Deed of Trust on the property. Notice to Property Owner The sale date shown on this Notice of Sale may be postponed one or more times by the Mortgagee, Beneficiary, Trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about Trustee Sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call In Source Logic at 702-659-7766 for information regarding the Trustee's Sale or visit the Internet Web site address listed below for information regarding the sale of this property, using the file number assigned to this case, CA08001861-13-IS. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone

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information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale. Date: February 23, 2017 MTC Financial Inc. dba Trustee Corps TS No. CA08001861-13-IS 17100 Gillette Ave Irvine, CA 92614 Phone: 949-252-8300 TDD: 866-660-4288 Miguel Ochoa, Authorized Signatory SALE INFORMATION CAN BE OBTAINED ON LINE AT www.insourcelogic.com FOR AUTOMATED SALES INFORMATION PLEASE CALL: In Source Logic AT 702-659-7766 Trustee Corps may be acting as a debt collector attempting to collect a debt. Any information obtained may be used for that purpose. ISL Number 28637, Pub Dates: 03/03/2017, 03/10/2017, 03/17/2017, SAN BERNARDINO SENTINEL

SUMMONS (Family Law) NOTICE TO RESPONDENT: PAMELA D. LEIGHTON

You have been sued. Read the information below. Lo han demandado. Lea la información a continuación

Petitioner's name is: GABRIEL MUNOZ PARRA Case number: FAMSS 1700587

Filed Superior Court of California County of San Bernardino San Bernardino District January 25 2017 by Dawn Santos, Deputy

You have 30 calendar days after this Summons and Petition are served on you to file a response (form FL-120) at the court and have a copy served on the petitioner. A letter, phone call, or court appearance will not protect you.

If you do not file your Response on time, the court may make orders affecting your marriage or domestic partnership, your property, and custody of your children. You may be ordered to pay support and attorney fees and costs. For legal advice, contact a lawyer immediately. Get help finding a lawyer at the California Courts Online Self-Help Center (www.courts.ca.gov/selfhelp), at the California Legal Services website www.lawhelpca.org, or by contacting your local county bar association.

STANDARD FAMILY LAW RESTRAINING ORDERS

Starting immediately, you and your spouse or domestic partner are restrained from:

1. removing the minor children of the parties from the state or applying for a new or replacement passport for those minor children without the prior written consent of the other party or an order of the court;
2. cashing, borrowing against, canceling, transferring, disposing of, or changing the beneficiaries of any insurance or other coverage, including life, health, automobile, and disability, held for the benefit of the parties and their minor children;
3. transferring, encumbering, hypothecating, concealing, or in any way disposing of any property, real or personal, whether community, quasi-community, or separate, without the written consent of the other party or an order of the court, except in the usual course of business or for the necessities of life; and
4. creating a nonprobate transfer or modifying a nonprobate transfer in a manner that affects the disposition of property subject to the transfer, without the written consent of the other party or an order of the court. Before revocation of a nonprobate transfer can take effect or a right of survivorship to property can be eliminated, notice of the change must be filed and served on the other party.

You must notify each other of any proposed extraordinary expenditures at least five business days prior to incurring these extraordinary expenditures and account to the court for all extraordinary expenditures made after these restraining orders are effective.

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However, you may use community property, quasi-community property, or your own separate property to pay an attorney to help you or to pay court costs.

FEE WAIVER: If you cannot pay the filing fee, ask the clerk for a fee waiver form. The court may order you to pay back all or part of the fees and costs that the court waived for you or the other party.

The name and the address of the court are: 351 N. Arrowhead Avenue San Bernardino, CA 92415

The name, address, and telephone number of the petitioner's attorney, or the petitioner without an attorney, are: Gabriel Munoz Parra 18065 Valencia Fontana, CA 92335 (909) 332-4123

This case is assigned to JUDGE APALOO DEPT. S47 for all purposes and is subject to CCP 170.6(2)

Date: January 25, 2017 Clerk, by Dawn Santos, Deputy

Published in the San Bernardino County Sentinel 3/03, 3/10, 3/17 & 3/24, 2017.

FBN 20170001316 The following entity is doing business as:

JAY MART 1396 N BOARDWELL AVE. COLTON, CA 92324 909-433-0100 DARSHAN LAL 1900 W REDLANDS BLVD # 11652 SAN BERNARDINO, CA 92403

This business is conducted by: AN INDIVIDUAL.

The registrant commenced to transact business under the fictitious business name or names listed above on: N/A.

By signing, I declare that all information in this statement is true and correct. A registrant who declares as true information which he or she knows to be false is guilty of a crime (B&P Code 17913). I am also aware that all information on this statement becomes Public Record upon filing.

S/ DARSHAN LAL Statement filed with the County Clerk of San Bernardino on 02/03/2017.

I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

Notice-This fictitious name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (see Section 14411 et seq., Business and Professions Code).

Published in the San Bernardino County Sentinel 3/3, 3/10, 3/17 & 3/24, 2017.

FBN 20170002075 The following entity is doing business as:

A.D. WELDING & IRON FABRICATION 10088 6TH STREET #J RANCHO CUCAMONGA, CA 91730 LUIS A DIAZ 13148 STANTON DRIVE RANCHO CUCAMONGA, CA 91739

This business is conducted by: AN INDIVIDUAL.

The registrant commenced to transact business under the fictitious business name or names listed above on: N/A.

By signing, I declare that all information in this statement is true and correct. A registrant who declares as true information which he or she knows to be false is guilty of a crime (B&P Code 17913). I am also aware that all information on this statement becomes Public Record upon filing.

S/ LUIS A DIAZ Statement filed with the County Clerk of San Bernardino on 02/24/2017.

I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

Notice-This fictitious name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (see Section 14411 et seq., Business and Professions Code).

Published in the San Bernardino County Sentinel 3/3, 3/10, 3/17 & 3/24, 2017.

FBN 20170002134 The following entity is doing business as:

SALON SIX-ONE-FIVE 847 W FOOTHILL BLVD UPLAND, CA 91786 FELICIA M BARNETT 801

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SAN YSIDRO DRIVE UPLAND, CA 91786

This business is conducted by: AN INDIVIDUAL.

The registrant commenced to transact business under the fictitious business name or names listed above on: N/A.

By signing, I declare that all information in this statement is true and correct. A registrant who declares as true information which he or she knows to be false is guilty of a crime (B&P Code 17913). I am also aware that all information on this statement becomes Public Record upon filing.

S/ Felicia Barnett Statement filed with the County Clerk of San Bernardino on 02/27/2017.

I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

Notice-This fictitious name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (see Section 14411 et seq., Business and Professions Code).

Published in the San Bernardino County Sentinel 3/3, 3/10, 3/17 & 3/24, 2017.

FBN 20170002371 The following entity is doing business as:

CRYSTAL NAILS & SPA 9255 BASELINE RD. UNIT E RANCHO CUCAMONGA, CA 91730 TONY D NGUYEN 4991 GRAPHITE CREEK RD JURUPA VALLEY, CA 91752

This business is conducted by: AN INDIVIDUAL.

The registrant commenced to transact business under the fictitious business name or names listed above on: N/A.

By signing, I declare that all information in this statement is true and correct. A registrant who declares as true information which he or she knows to be false is guilty of a crime (B&P Code 17913). I am also aware that all information on this statement becomes Public Record upon filing.

S/ TONY D NGUYEN Statement filed with the County Clerk of San Bernardino on 03/02/2017.

I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

Notice-This fictitious name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (see Section 14411 et seq., Business and Professions Code).

Published in the San Bernardino County Sentinel 3/3, 3/10, 3/17 & 3/24, 2017.

FBN 20170000638 The following entity is doing business as:

ALL PROFESSIONAL TECHNOLOGY SERVICES [and] ALL PRO TECH SERVICES 5447 KNIGHT COURT CHINO HILLS, CA 91709 DAVID ENDRES 5447 KNIGHT COURT CHINO HILLS, CA 91709

This business is conducted by: AN INDIVIDUAL.

The registrant commenced to transact business under the fictitious business name or names listed above on: 1/1/2017.

By signing, I declare that all information in this statement is true and correct. A registrant who declares as true information which he or she knows to be false is guilty of a crime (B&P Code 17913). I am also aware that all information on this statement becomes Public Record upon filing.

S/ Anitra Murphy Statement filed with the County Clerk of San Bernardino on 01/18/2017.

I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

Notice-This fictitious name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (see Section 14411 et seq., Business and Professions Code).

Published in the San Bernardino County Sentinel First run: 1/27, 2/03, 2/10, 2/17 & 2/24, 2017. Corrected run: 3/3, 3/10, 3/17 & 3/24, 2017.

FBN 20170000486 The following entity is doing business as:

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CTI 10801 6TH STREET, SUITE 200 RANCHO CUCAMONGA, CA 91730 COLLECTION TECHNOLOGY INCORPORATED 10801 6TH STREET, SUITE 200 RANCHO CUCAMONGA, CA 91730

This business is conducted by: A CORPORATION.

The registrant commenced to transact business under the fictitious business name or names listed above on: 9/24/54.

By signing, I declare that all information in this statement is true and correct. A registrant who declares as true information which he or she knows to be false is guilty of a crime (B&P Code 17913). I am also aware that all information on this statement becomes Public Record upon filing.

S/ Chris Van Dellen Statement filed with the County Clerk of San Bernardino on 01/12/2017.

I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

Notice-This fictitious name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (see Section 14411 et seq., Business and Professions Code).

Published in the San Bernardino County Sentinel 1/27, 2/03, 2/10 & 2/17, 2017. Corrected run: 3/3, 3/10, 3/17 & 3/24, 2017

FBN 20160013917 The following entity is doing business as:

SHALLYBIM ENTERPRISE 7656 BEAR CREEK DRIVE FONTANA, CA 92336 SALEWA AWOSIKA 7656 BEAR CREEK DRIVE FONTANA, CA 92336

This business is conducted by: AN INDIVIDUAL

The registrant commenced to transact business under the fictitious business name or names listed above on: 12/27/2016.

By signing, I declare that all information in this statement is true and correct. A registrant who declares as true information which he or she knows to be false is guilty of a crime (B&P Code 17913). I am also aware that all information on this statement becomes Public Record upon filing.

S/ Salewa Awosika Statement filed with the County Clerk of San Bernardino on 12/27/2016.

I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

Notice-This fictitious name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (see Section 14411 et seq., Business and Professions Code).

Published in the San Bernardino County Sentinel First run: 1/6/2017, 1/13/2017, 1/20/2017 & 1/27/2017 First Corrected run: 02/03, 2/10, 2/17 & 2/24, 2017. Second Corrected run: 3/3, 3/10, 3/17 & 3/24, 2017

ORDER TO SHOW CAUSE FOR CHANGE OF NAME

CASE # CIVRS 1700067 TO ALL INTERESTED PERSONS: Petitioner TRICIA L. ARENAS has filed a petition with the clerk of this court for a decree changing names as follows:

LEONARD JUNIOR AHUMADA to LEO JUNIOR AHUMADA THE COURT ORDERS that all persons interested in this matter appear before this court at the hearing indicated below to show cause, if any, why the petition for change of name should not be granted. Any person objecting to the name changes described above must file a written objection that includes the reasons for the objection at least two court days before the matter is scheduled to be heard and must appear at the hearing to show cause why the petition should not be granted. If no written objection is timely filed, the court may grant the petition without a hearing.

NOTICE OF HEARING DATE: 4/28/2017 TIME: 8:30 A.M Department: R-8C The address of the court is

SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN BERNARDINO RANCHO CUCAMONGA JUDICIAL DISTRICT 8303 HAVEN AVENUE RANCHO CUCAMONGA, CA 91730.

IT IS FURTHER ORDERED that a copy of this order be published in THE SAN BERNARDINO COUNTY SENTINEL in San Bernardino County, California, once a week for four consecutive weeks prior to the date set for hearing of the petition

Date: MARCH 06, 2017 s/ R. GLENN YABUNO, Judge of the Superior Court Run dates: 3/10, 3/17, 3/24 3/31, 2017.

S/ Jesus Camacho Statement filed with the County Clerk of San Bernardino on 2/13/2017.

I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

Notice-This fictitious name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (see Section 14411 et seq., Business and Professions Code).

Published in the San Bernardino County Sentinel 03/10, 03/17, 03/24 & 03/31, 2017.

Public Notices

SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN BERNARDINO RANCHO CUCAMONGA JUDICIAL DISTRICT 8303 HAVEN AVENUE RANCHO CUCAMONGA, CA 91730.

IT IS FURTHER ORDERED that a copy of this order be published in THE SAN BERNARDINO COUNTY SENTINEL in San Bernardino County, California, once a week for four consecutive weeks prior to the date set for hearing of the petition

Date: MARCH 06, 2017 s/ R. GLENN YABUNO, Judge of the Superior Court Run dates: 3/10, 3/17, 3/24 3/31, 2017.

ORDER TO SHOW CAUSE FOR CHANGE OF NAME

CASE # CIVDS 1703659 TO ALL INTERESTED PERSONS: Petitioner JASON CARL UNDA has filed a petition with the clerk of this court for a decree changing names as follows:

JASON CARL UNDA to JASON LARA THE COURT ORDERS that all persons interested in this matter appear before this court at the hearing indicated below to show cause, if any, why the petition for change of name should not be granted. Any person objecting to the name changes described above must file a written objection that includes the reasons for the objection at least two court days before the matter is scheduled to be heard and must appear at the hearing to show cause why the petition should not be granted. If no written objection is timely filed, the court may grant the petition without a hearing.

NOTICE OF HEARING DATE: 04/13/2017 TIME: 8:30 A.M Department: S-17 The address of the court is

SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN BERNARDINO SAN BERNARDINO DISTRICT-CIVIL DIVISION 247 WEST THIRD STREET SAN BERNARDINO, CA 92415-0210.

IT IS FURTHER ORDERED that a copy of this Order to Show Cause be published in THE SAN BERNARDINO COUNTY SENTINEL in San Bernardino County, California, at least once each week for four successive weeks prior to the date set for hearing of the petition

Date: MARCH 03, 2016 s/ MICHAEL A. SACHS, Judge of the Superior Court Run dates: 03/10, 03/17, 03/24 & 03/31, 2017

FBN 20170002163 The following entity is doing business as:

EPIC MORTGAGE CONSULTANTS 9220 HAVEN AVE, SUITE 301 RANCHO CUCAMONGA, CA 91730 BEST CAPITAL FUNDING 21540 PLUMMER ST, SUITE A CHATSWORTH, CA 91311

This business is conducted by: A CORPORATION.

The registrant commenced to transact business under the fictitious business name or names listed above on: N/A.

By signing, I declare that all information in this statement is true and correct. A registrant who declares as true information which he or she knows to be false is guilty of a crime (B&P Code 17913). I am also aware that all information on this statement becomes Public Record upon filing.

S/ Michael Yates Statement filed with the County Clerk of San Bernardino on 2/27/2017.

I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

Notice-This fictitious name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (see Section 14400 et seq., Business and Professions Code).

Published in the San Bernardino County Sentinel 2/17, 2/24, 3/3, 3/10 /2017. 071701

FBN 20170001435 The following person is doing business as: SNKR COMPLEZ, 218 HIGHLAND AVE # C SAN BERNARDINO, CA 92405, BRIAN SOTO, 218 HIGHLAND AVE # C SAN BERNARDINO, CA 92405

This business is conducted by: AN INDIVIDUAL.

The registrant commenced to transact business under the fictitious business name or names listed above on: N/A

By signing, I declare that all information in this statement is true and correct. A registrant who declares as true information which he or she knows to be false is guilty of a crime (B&P Code 17913). I am also aware that all information on this statement becomes Public Record upon filing.

S/ LUZ HILDAGO Statement filed with the County Clerk of San Bernardino on 02/07/2017

I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

Notice-This fictitious name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (see Section 14400 et seq., Business and Professions Code).

Published in the San Bernardino County Sentinel 2/17, 2/24, 3/3, 3/10

Public Notices

FBN 20170001654 The following entity is doing business as:

J.J.J. PRODUCTS 11016 MAPLE AVE BLOOMINGTON, CA 92316 JESUS CAMACHO 11016 MAPLE AVE BLOOMINGTON, CA 92316

This business is conducted by: AN INDIVIDUAL.

The registrant commenced to transact business under the fictitious business name or names listed above on: N/A.

By signing, I declare that all information in this statement is true and correct. A registrant who declares as true information which he or she knows to be false is guilty of a crime (B&P Code 17913). I am also aware that all information on this statement becomes Public Record upon filing.

S/ Jesus Camacho Statement filed with the County Clerk of San Bernardino on 2/13/2017.

I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

Notice-This fictitious name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (see Section 14411 et seq., Business and Professions Code).

Published in the San Bernardino County Sentinel 03/10, 03/17, 03/24 & 03/31, 2017.

FBN 20170001454 The following person is doing business as: SNKR COMPLEZ, 218 HIGHLAND AVE # C SAN BERNARDINO, CA 92405, BRIAN SOTO, 218 HIGHLAND AVE # C SAN BERNARDINO, CA 92405

This business is conducted by: AN INDIVIDUAL.

The registrant commenced to transact business under the fictitious business name or names listed above on: N/A

By signing, I declare that all information in this statement is true and correct. A registrant who declares as true information which he or she knows to be false is guilty of a crime (B&P Code 17913). I am also aware that all information on this statement becomes Public Record upon filing.

S/ BRIAN SOTO Statement filed with the County Clerk of San Bernardino on

San Bernardino County Coroner Reports

Coroner case 701701743 On 03/03/2017, at 8:40 pm, the California Highway Patrol (CHP) was called regarding a driver traveling the wrong way on southbound Interstate 215 near Barton Rd in Colton. At 8:44 pm, the CHP was called reporting the same vehicle had collided with a vehicle traveling southbound on Interstate 215. The vehicle traveling the wrong direction was a 2005 Honda Accord. The driver, 28-year-old Hemet resident Joey Hernandez, was transported to Loma Linda University Medical Center and was pronounced dead at 11:25 pm. The CHP is investigating the incident. [030517 0945 TC]

Coroner cases 701701483 / 701701484 On 02/22/17, a couple were found dead in their silver Kia Forte 5 (four-door hatchback) parked in the San Manuel Casino parking structure in Highland, California. Thanh Chi Lang and Nhu Thuan Ly, both age 50 years, last known to be residents of the San Gabriel, California, had died of self-inflicted wounds. A search has been conducted for family members, both in California and in Texas, but no family has been found or come forward. Anyone with information about the family of Lang or Ly are urged to call the San Bernardino County Sheriff Department – Coroner Division at 909-387-2978, or Detective Michael Warrick or Sergeant Greg Myler, Homicide Detail 909-387-3589. Callers wishing to remain anonymous are urged to call the We-Tip Hotline at 1-800-78CRIME (27463), or you may leave information on the We-Tip website at www.wetip.com [030517 0930 TC]

Coroner cases 701701711 & 701701712 On 03/02/17, at 6:40 PM, deputies with the San Bernardino County Sheriff's Department and paramedics with the San Bernardino County Fire Department responded to a vehicle collision where the car became fully submerged in the aqueduct 200 yards west of 13500 block of Main Street in Hesperia. Pulled from the water was 31-year-old Christina Eileen Estrada, a Hesperia resident, and her son, 3-year-old Jeremiah Robert Abbott. At 7:47 PM, paramedics confirmed Christina was deceased at the scene. Jeremiah was transported to Desert Valley Hospital. At 10:32 PM Jeremiah was pronounced deceased in the emergency department. The San Bernardino County Sheriff's Department is investing the incident. [030517 0945 TC]

The Coroner Reports are reproduced in their original format as authored by department personnel.

Year Mix Up Opens Gonzales To Attack From Colo- nias Defense

from page 7

grand jury testimony to that effect.

"Yes," said Gonzales.

"You just made that up out of whole cloth," Keller said straight out as an assertion, rather than in the form of a question.

"Absolutely not," Gonzales replied.

Keller then turned to the timing of the Zhengzhou incident, once again starting at the outer perimeter and moving inward, but wasting no time in getting to her intended destination.

She asked about Bill Postmus' whereabouts at that time. Gonzales said he was on the trip but when she was at the White Swan Hotel she had not yet seen him.

Through documentation, Keller established that the 2005 China trade trip had taken place between September 8 and September 20 of that year.

She asked Gonzales about the airline flight to China, and when it had departed. There was no clear response to the question.

Point blank, Keller said to Gonzales, "You were never there."

"Excuse me," responded Gonzales, taken aback. "I was there."

Keller then used the courtroom's overhead

display screens to show the minutes from the board of supervisors meetings on September 8 and September 20, 2005, certified by current clerk of the board Laura Welch, which showed Gonzales was present at both of the meetings.

She then displayed a printout of a San Bernardino Sun newspaper article pertaining to the kickoff of the 2005 Route 66 Rendezvous Car Show Event held in San Bernardino dated September 15, 2005 in which Gonzales is referenced as being present. Keller then delivered the coup-de-grace, an article that ran in the Riverside Press Enterprise on September 20, 2005 pertaining to a group of San Bernardino County officials touring the Mississippi Delta to examine the devastation there in the wake of Hurricane Katrina. Accompanying the article was a photo of Gonzales in a vehicle in the company of Gulfport's comptroller Mike Ncaise as they are looking over what appeared to be a row of collapsed houses. Keller augmented that with a San Bernardino County press release dated September 20 about the relief trip to Mississippi which contained a quote from Gonzales.

Gonzales had previously testified that she had participated as a county representative on two trade mission junkets to China. Keller

produced county records showing the county had indeed paid for her travelling expenses on two trade excursions to China, which took place in 2006 and 2007. Keller then referenced the record of the board's August 2005 pre-approval for county officials' travel and accommodations to the September 2005 China trade mission, which made no mention of Gonzales' planned attendance.

In the face of Keller's presentation, Gonzales remained adherent to her earlier testimony that she was in China in 2005 and had the encounter with Brulte with Burum nearby, suggesting she could easily clear up any confusion by producing her passport. When the jury had left for the day, Judge Michael Smith commended her to do just that.

On Wednesday morning, before the jury was brought into the courtroom, Keller and Burum's lead attorney, Stephen Larson, testily asserted that the prosecution had acted improperly by eliciting from Gonzales testimony they knew to be false, thus approaching or crossing the line into subornation of perjury.

"Mrs. Gonzales' testimony is completely made up," Keller told Judge Michael Smith.

Gonzales' account is problematic from three standpoints. First, she previously testified the

encounter with Brulte at the White Swan took place in 2006. Second, Burum was in China at the time of the 2005 San Bernardino County trade mission, but was not in China the following year, according to the stamps within his passport. That information was entered into the court record five years ago by Larson on Burum's behalf, after the May 2011 indictments of Burum, Biane, Erwin and Kirk. Thus, based on information available in the record, unless Gonzales can establish that she was indeed in China in 2005 despite the county records to the contrary and the contemporaneous news reports that put her stateside in that timeframe, it does not appear that Gonzales and Burum were ever in China together, at least prior to the settlement.

Keller told Judge Smith that Gonzales' account of what took place in China, either in 2005 or 2006, "cannot be true under any interpretation."

To the charge that the prosecution in the case had knowingly exposed the jury to false statements and evidence, Supervising Deputy California Attorney General Melissa Mandel, who is prosecuting the case in conjunction with Cope, denied that the prosecution had put on falsified evidence, conceding only that Gonzales' account presented "an area of conflict in the

evidence," and that there were numerous such conflicts in the testimony, the case overall and that more information with regard to the China trade mission trip is yet to be submitted to the jury. She said the truth behind those conflicts is to be hashed out in the course of the trial and the jury's deliberations.

Smith essentially concurred, saying that assimilating Gonzales' statements and putting the various conflicts into perspective was an "intellectual exercise" for the court and the jury, but that he would make no rulings on the defense's motions. Burum, in an effort to contain his anger, temporarily exited the courtroom.

Gonzales was unable to produce her passport. After the jury was in place, however, she conceded that the incident she had described took place in 2006, rather than 2005. When Keller confronted her with the consideration that the available evidence – Burum's passport – demonstrated he was not in China in November 2006, she speculated that Burum might have eluded customs by coming into China on a non-commercial private plane.

The anger of Burum's defense team with the witness was palpable, and as Keller moved on with her cross examination of the supervisor, the distaste Gonzales

and the defense attorney had for one another was manifest.

At times, the standard format of question and answer broke down, with both women hurling verbal bricks at one another. In one exchange, Gonzales said, "You're not making sense to me."

"Well, that's a two-way street," Keller shot back.

As the mutual hostility increased, Judge Smith said, "Ms. Keller and Ms. Gonzales, the purpose of this is not to argue with each other."

Keller turned to the mediation session which Gonzales had remembered as having taken place within the Century City Plaza during which Burum had spoken with her on her way out of the ladies room, importuning her to vote in favor of the settlement. Keller insinuated to the jury that Gonzales' memory and characterization of that encounter was unreliable, asserting that the mediation was not held at the Century City Plaza but at the Judicial Arbitration & Mediation Service office in Los Angeles. Keller contrasted the account Gonzales had recently given of what had occurred that day to Gonzales' previous testimony that she had hidden in the ladies room after her exchange with Burum, fearful of returning to the conference room in which the

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Defense Charges Prosecution With Suborning Perjury In Colonies Trial

from page 18

rest of the county's negotiating delegation was gathered. Keller attempted to wring from Gonzales an acknowledgement that the kitchenette in which Keller said that Gonzales said Burum was "lurking" was a pantry stocked with refreshments that those participating in mediations were free to access.

Gonzales quibbled with Keller's use of the term "lurking."

By her questions, Keller suggested that Gonzales, in this instance and as she had done based upon her chance encounter with Brulte in China, had interpreted a chance meeting in the most "sinister" of light, and had developed what bordered on a pathologic and unjustifiable fear of the Colonies Partners that went beyond providing testimony that was colored against Burum and his business associates into statements that are outright false.

Gonzales said that by retreating into the restroom, "I wanted to avoid a problem."

"But you didn't have a problem," said Keller. "Isn't this just another example where when you run into someone by chance you are trying to turn it into something scary?"

"Absolutely not," said Gonzales.

When Keller asked Gonzales why she didn't just tell Burum that she considered his approaches to her to be improper, Gonzales said, "You want me to presume he did not already know that he was transgressing?"

Keller said, "That sounds very unlikely to me. It just doesn't sound believable, Mrs. Gonzales."

Also in her questioning, Keller took issue with statements made by Gonzales on her first day of testimony last week in which she said she had

essentially self-funded her campaigns for Fontana City Council and her current position as Fifth District county supervisor.

Keller used campaign finance reporting documents to show that much of the \$7,000 she had loaned to her campaign during her maiden run for Fontana City Council had been paid back to her after her election when donations came into her political war chest.

Gonzales pointed out that the documents indeed showed that "I put the money in up front" when she was running as an outsider and not as an incumbent in that race.

Keller took aim at Gonzales' claim that she had utilized \$365,000 of money she inherited from her parents to run for supervisor for the first time in 2004. Keller, using the campaign reporting documents, was able to chart just \$205,000 that Gonzales had in one fashion or another put up to fund that election. Of that \$5,000 came from Gonzales, but the other \$200,000 was in the form of loans from Citizens Business Bank in Fontana in installments of \$150,000 and \$50,000 that Gonzales had taken out. Keller wanted to know why the money came from a bank, rather than from Gonzales, since she claimed to be the source of that money. Gonzales explained that banking institutions will not make loans to political campaigns so she had taken out a loan against her house, which she had just obtained title to free and clear by using her inheritance from her parents to pay off a previous loan.

Keller questioned Gonzales' representation of herself as a David vs. Goliath political figure in that 2004 election in which she overcame a bevy of other candidates, including John Longville, who was a former mayor of Rialto and a sitting assemblyman who had been heavily backed by the Colonies Partners. Keller got Gonzales to acknowledge that she had raised \$544,000 in the 2004

Citizen Scientists are needed to help count bald eagles in the annual winter bald eagle counts in and near the San Bernardino Mountains. Concurrent bald eagle counts are held at Big Bear Lake, Lake Arrowhead, Lake Silverwood, as well as Lake Perris, and Lake Hemet. Some of these sites have held winter counts since 1978!

Counting eagles is fun, easy, and only takes a couple of hours. Participants meet at 8:00 or 8:30 for a brief orientation, coordination, and instructions. Participants are stationed at vantage points around the lakes, where they watch for bald eagles from 9:00 to 10:00 am. During that time, participants record their observations on maps and data sheets. At 10:00, participants return to the meeting location to report their findings. This is a wonderful opportunity to catch a glimpse of our breath-taking national symbol.

campaign, including substantial donations from other developers, including David Weiner and Young Homes. Keller's point was that Gonzales was as accomplished of a politician working the pay-to-play ethos of San Bernardino County politics as the Colonies Partners were accomplished participants in that same ethos as donors.

"There's nothing wrong with that [receiving massive political donations from interests whose projects are impacted by those giving the donations]?" Keller asked Gonzales.

"There's nothing wrong with that," Gonzales responded.

Keller further sought to get Gonzales to acknowledge that she had not voted for a measure to limit the amount of money that individual donors can contribute to

County Wildlife Corner Bald Eagle Count



Ten bald eagles were observed during the February counts but foggy weather conditions likely hid some eagles from the eagle searchers. If you are interested in bald eagles but cannot attend a count, check out the live-streaming camera (<https://www.youtube.com/watch?v=iHofqKTOcKw>) provided by the Friends of Big Bear Valley. The web camera is on a nest on San Bernardino National Forest land near Big Bear Lake. While they have not laid eggs yet, the pair has been very active adding to and improving the nest. The area around the nest is closed to the public to help protect the eagles.

The last bald eagle count for this winter is Saturday March 11th. No experience is needed. Signing up ahead of time is unnecessary – just

show up at the designated time and location, dress warmly, bring binoculars and a watch. Meeting locations and time are listed below.

Big Bear Lake area participants meet at 8:00 a.m. at the Forest Service's Big Bear Discovery Center on North Shore Drive for orientation. Contact Robin Eliason (reliason@fs.fed.us or 909-382-2832) for more information. Please call 909-382-2832 for cancellation due to winter weather conditions. If the count has to be canceled due to mountain road/winter conditions, an outgoing message will be left by 6:30 am on the morning of the count. Silverwood Lake State Recreation Area participants should plan to meet at the Visitor Center at 8:00 a.m. for orientation. Contact Kathy Williams or Mark Wright for more information about volunteering or taking an eagle tour (760-389-2303 between 8:00 and 4:00; or email: khwilliams@parks.ca.gov).



members of the board of supervisors until Gonzales had herself accumulated a political war chest exceeding \$800,000.

Keller asked Gonzales about Postmus, getting her to say that "I cared for him" and that her concern for him had evolved into something of a "mother-son" relationship. Keller delved into Gonzales' previous statement that she viewed Bill Postmus as being "under great pressure" at that time, in reference to the efforts to settle the Colonies Partners litigation. When Keller began questioning Gonzales about the indications of possible drug use she witnessed in Postmus at the time, a rare consonance developed in their exchange as Keller began asking about those signs and Gonzales and Keller provided what almost seemed to be a

choreographed litany of descriptions of those symptoms in response to one another so that keeping track of which woman was enunciating which symptom was difficult if not impossible: "Emotional problems; agitated; twitching; itching; disheveled; always moving around; peeled nose; losing weight; nervous; erratic; mood swings; uneven temper; losing his temper; disappearing for days at a time," they said.

"You knew there were rumors all over the fifth floor [of the county administration building, where the supervisors have their offices] Mr. Postmus was addicted to methamphetamine?" Keller asked.

"Yes," said Gonzales.

Keller wanted to know why Gonzales had not done anything about it, asserting Gonzales

bald eagles at 11:00 after the counts.

Lake Arrowhead/Lake Gregory participants meet at 8:00 a.m. at the Skyforest Ranger Station for orientation. Contact Robin Eliason (reliason@fs.fed.us or 909-382-2832) for more information. Please call 909-382-2832 for cancellation due to winter weather conditions. If the count has to be canceled due to mountain road/winter conditions, an outgoing message will be left by 6:30 am on the morning of the count.

Silverwood Lake State Recreation Area participants should plan to meet at the Visitor Center at 8:00 a.m. for orientation. Contact Kathy Williams or Mark Wright for more information about volunteering or taking an eagle tour (760-389-2303 between 8:00 and 4:00; or email: khwilliams@parks.ca.gov).

"never tried to get him into rehab."

Gonzales said she indeed had sought to get Postmus assistance.

"I suspected," said Gonzales. "I did ask and I was concerned. I didn't know it was methamphetamine abuse. I asked him point blank. He said his back was hurting. He said he had a bad cold. In the end he told me he had shingles."

In the face of all of this, Keller said, Gonzales said she interpreted that Postmus' behavior was a consequence of the pressure that was being placed on him by the Colonies Partners.

Gonzales said that Postmus himself had indicated to her he was under pressure.

"Did he ever say who was putting pressure on

Continued on Page 20

California Style Change

By Grace Bernal



The new season is around the corner and it's

date that goes with all that spring's trends have to offer. Although, the choice is yours, you can mix and match or



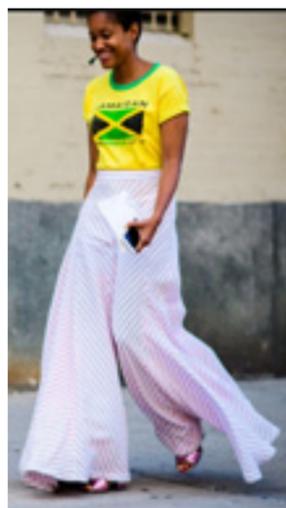
als and military boots, which can be polished up with different forms and shapes. Spring is all



do a complete wardrobe overhaul. For example, the military look is still hanging around. All the khaki materi-



about exploiting and expanding your wardrobe, color, and highlighting your silhouette. Take stripes serious this season, as they are coming



in every color, shape, size, and form. There are also oversized cargo pants with pockets, in



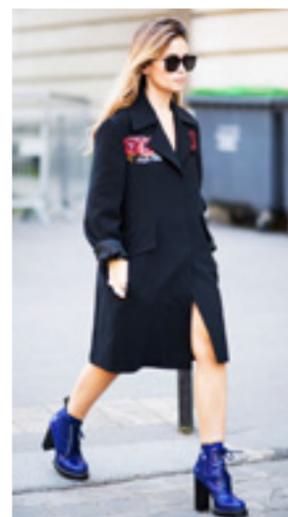
boxy shapes, with drawstrings. I'm also seeing ruffles on tops and



dresses, which bring that feel of the 80s scene. Finally, let's not forget the romantic dresses in their delicate material. Change is definitely under way and everyone will be transformed before you know it, so get out and change up your wardrobe while you can.



"Clothes mean nothing until someone lives in them." —Marc Jacob



all about spring. What does season change mean? A wardrobe up-

As always, if there's anything you need, I'd love to hear from you: Greygris@aol.com or visit my page I Love Your Style on Facebook Copyright Grace Bernal all rights reserved

Colonies Case Week Ten from page 19

him?" Keller asked.

"He never said anyone in particular was putting pressure on him," said Gonzales.

"So, losing weight, his nose peeling, losing his temper, erratic moods, being irritable was all because of the Colonies?" Keller said.

"I believe it had a great deal to do with it," Gonzales said.

After Keller ended her cross examination, Erwin's attorney, Raj Maline initiated his questioning of Gonzales, coming across as far less hostile to the witness than Keller.

Maline obtained from Gonzales an acknowledgement that she had a political relationship with District Attorney

Mike Ramos. When Maline asked Gonzales about whether it was the district attorney's office that first approached her with regard to issues that have grown into the prosecution of the defendants, there was some degree of confusion. She initially said she had made the approach. After Maline prompted her with the transcript of an interview district attorney's investigator Hollis Randles had conducted with her in 2009, she said it was the other way around in that particular instance. But, it was shortly thereafter clarified that in the 2005 to 2006 timeframe, she had instigated contact with the district attorney's office.

When Maline asked Gonzales what had prompted her to make the contact, she said that "I know I told the public

integrity unit [within the district attorney's office] about the China trip," but she said he was unsure as to what had been the issue that prompted her to contact the district attorney's office. While that issue was being discussed, Judge Smith, noting the lateness of the hour, closed down the testimony for the day and the week, scheduling everyone, including Gonzales to return on Monday.

After Gonzales had exited the courtroom, a short discussion ensued as to the admissibility of the subject that it appeared Gonzales was about to broach. Years ago, Gonzales claimed to have seen the mediator on the Colonies case, former California Supreme Court Justice Edward Panelli, in a vehicle with Burum following one of the mediation ses-

sions. There is a dispute over the accuracy of what Gonzales claimed to have seen, with Burum and Panelli denying her account. Smith has ruled the incident as described by Gonzales to be inadmissible. As a strategy for determining how what Gonzales was alluding to can be determined before the jury is exposed to it was evolving, Mandel said she was wary of having a district attorney's office investigator speak with Gonzales out of concern that the defense will question Gonzales about it on Monday and thereby suggest to the jury that the prosecution is coaching the witness. When Larson, who last week objected to Smith's efforts to ask clarifying questions of an earlier witness, former supervisor Gary Ovitt, suggested that Smith ques-

tion Gonzales, Smith, still sensitive to Larson's criticism, somewhat sarcastically said, "So it's okay for me to question witnesses, now?"

Larson outright stated that Gonzales had engaged in "fabrication. We unfortunately have a witness who makes things up." As such, Lar-

son said, "I don't want to get anywhere near Josie Gonzales."

Smith told the lawyers he will question Gonzales before the jury is present on Monday to determine what she was referring to before further questions on the subject proceed.

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