

## Prosecution Offers Up Red Meat In Closing Days Of Aleman's Testimony

By Ruth Musser-Lopez and Mark Gutglueck

The prosecution in the Colonies Lawsuit Settlement Public Corruption Case this week managed to offer up one of the more generous servings of red meat in a trial that has for 24 weeks been relatively thin on damning evidence against the four defendants. Over the strenuous objections of defense attorneys, California Supervising



Adam Aleman

Deputy Attorney General Melissa Mandel played 40 minutes of ex-

cerpts from the audio recording of what was the first interrogation of the primary informant in the case, Adam Aleman.

Those forty minutes of exchanges between Aleman and the investigators establishes that the essential gravitas of the case originated with Aleman, and controverts defense contentions the Aleman strove to manufacture a narrative matching the needs

of a prosecution team seeking to persecute for political purposes four men who were once firmly ensconced within the pantheon of San Bernardino's power elite.

Aleman is the sine qua non – the absolute linchpin – of the criminal case that hatched out of the November 2006 3-2 vote by the San Bernardino County Board of supervisors to confer \$102 million on the Col-

onies Partners to settle a lawsuit that company had brought against the county and its flood control district in 2002 over storm water drainage issues at the Colonies at San Antonio residential and the Colonies Crossroads commercial subdivisions in northeast Upland.

Aleman had been an employee and confidant of Bill Postmus, who in 2006 See P 5

## Whole Lot Of Headshrinking Going On



Veronica Kelley

Within the last month, the board of supervisors has committed more than \$67 million to a host of psychological service providers, many of which did not engage in a competitive bid process to obtain the contracts. Some of the psychological service providers are working under single source arrangements. The board approved the contracts at the behest of San Bernardino County Department of Behavioral Health Services Director Veronica Kelley.

This week, the board signed off on contracts in aggregate worth more than \$20 million with four separate companies to provide mental institution services. Those companies did not bid on those contracts. On May 23, the board approved a \$12.5 million contract with Valley Star Behavioral Health, Inc. for the provision of what the Department of Behavioral Health Services calls transitional age youth crisis residential treatment program services. Valley Star submitted the only bid on the contract. Also on May 23, the board of supervisors approved a \$17.6 million contract with six entities for the provision of what is deemed "comprehensive" mental health treatment for children under the age of five. No bidding on that contract was undertaken as a previous contract with the six companies was simply extended. And the board approved paying \$12 million to six See P 2

## Upland Solons Cite Councilwoman's Disruptiveness In Stripping Her Of Assignments

A strong four-member majority of the Upland City Council this week stripped councilwoman Janice Elliott of three of her four remaining city or regional adjunct committee assignments, a clear sign her colleagues do not appreciate the dissent she has occasionally registered toward the council majority and city manager Martin Thou-

venell are seeking to take the city.

Almost from the outset, Elliott has been out of joint with the council. In the immediate aftermath of the November 8 election, her candidacy appeared to have failed, as the initial counting of votes showed she narrowly trailed Sid Robinson for the one position on the council that was up for election. The tal-

lying the night of the election was not official, however, and two days later, as provisional votes and other late arriving ballots came in, she overtook Robinson. When the official results were at last available, she remained in front of Robinson in the four-person race by 309 votes, 7,622 or 28.1 percent to Robinson's 7,313 or 26.97 percent. This was some-



Janice Elliott

thing of a temporary disappointment to two of

the other members of the council, Debbie Stone and Gino Filippi, who had supported Robinson. Stone, who had last been elected to the council in 2014 and yet had two years on her council term, ran for mayor in the 2016 election, beating incumbent councilman Glenn Bozar, who had to surrender his council post because he had last been See P 3

## ARMC Strikes Patient Transfer Pact With Desert Valley Hospital

A patient transfer agreement between Arrowhead Regional Medical Center and Desert Valley Hospital was approved by the board of supervisors and will likely entail few patients transferring from the main campus of the county hospital to the Victorville facility, according to an Arrowhead administrator. On Tuesday, the board of supervisors approved a non-financial recipro-

cal transfer and referral agreement between Arrowhead Regional Medical Center in Colton, and Desert Valley Hospital in Victorville, for the transfer and referral of patients who either exceed the 148-bed capacity of the hospital in the Victor Valley, or require specialized or higher level of care for the period of June 14, 2017, through June 13, 2020.

According to the agreement, See P 3

## Low Growth Advocates Test Whether Measure H Will Mark 15<sup>th</sup> Straight Density Increase

Low growth advocates in Chino are vying against the march of history and the economic might of D.R. Horton, one of the largest homebuilders in the United States, in trying to stop the construction of 180 residential units between Francis, Philadelphia, Vernon and Benson avenues.

Chino, a traditionally agricultural community and among the last of San Bernardino County's 24 incorporat-

ed municipalities and its more than 50 unincorporated ones to maintain any major vestiges of its agrarian roots, has been subjected to accelerating urbanization since the late 1960s. Against that urbanization trend, a loosely-knit network of Chino residents opposed to the prospect of a wall-to-wall megalopolis stretching from Santa Monica to Las Vegas and beyond has existed in Chino since the 1980s, determined to stop de-

velopers from having their way with the city and proceeding with development schemes indistinguishable from neighboring cities and others in Orange, Los Angeles County and San Bernardino County where those cities' planners and elected officials no longer blanch at, let alone resist, proposals to construct upwards of 20 or 30 units to an acre.

A manifestation of that was Measure M, a growth control See P 7

## Carlston Family Foundation Recognizes Robinson As Teacher Of The Year

The Carlston Family Foundation has named Fontana Unified School District Dance Teacher Nicole Robinson teacher of the year. Robinson has been a dance teacher at A.B. Miller High School for 22 years.

While at A.B. Miller, Robinson introduced the Conservatory of Dance for students who have little training in the performing arts. Its popularity prompted Robinson

to develop a districtwide dance and arts education curriculum, called the Dance Collaborative, that promotes self-expression through the arts.

"From my conversations with Nicole's former students, it was exceptionally clear that her instructional skills and techniques, as well as her personal guidance, significantly contributed to both their academic

and personal success," Carlston Family Foundation CEO Tim Allen said. "They commented on the incredible passion and energy she has for teaching dance."

Robinson will receive a monetary award of \$20,000 – \$15,000 for her personal use and \$5,000 as a grant for A.B. Miller High. Robinson will also join the foundation's board of advisors. Robinson will be

honored at the 15th Annual CFF Awards Ceremony on Nov. 11 in Mill Valley. The award will be presented by the former A.B. Miller student who nominated her and whose identity will be kept secret until the ceremony. Allen will formally present the award to the FUSD Board of Education on December 13.

"As a teacher, my priority is to put students

## \$67 Million Worth Of Headshrinking

from front page

local hospitals for acute psychiatric inpatient services. Also on Tuesday, the board extended its contract with Children and Families Commission for San Bernardino County for the reimbursement of services provided through the 0-5 Comprehensive Treatment Services program, updating standard contract language, authorizing another year of services at a cost of \$5,134,283.

On Tuesday of this week the board approved Kelley's call to approve contracts with Braswell Enterprises, Inc. doing business as Sierra Vista; Shandin Hills Rehabilitation Center, Inc. doing business as Shandin Hills Behavioral Therapy Center; Vista Pacifica Enterprises, Inc.; and Golden State Health Centers, Inc. doing business as Sylmar Health and Rehabilitation Center "to provide institution for mental disease services, in an aggregate amount not to exceed \$20,490,810, for the period of July 1, 2017 through June 30, 2022.

According to Kelley, "As the mental health plan [coordinator] for the county, the Department of Behavioral Health Services is required to provide adequate network of providers to county beneficiaries through an array of behavioral health services. The Department of Behavioral Health operates a continuum of care system that consists of county operated clinics

and contracted service providers delivering a variety of mental health treatment services within each geographic region of the county. The highest level of care is a state hospital psychiatric unit; the next highest level of treatment is provided through an institution for

mental disease. Institution for mental disease facilities provide a program of organized therapeutic activities designed to promote daily living and social skills to severely and persistently mentally disabled county residents."

Kelley continued, "The Department of Behavioral Health Services anticipates the institution for mental disease providers in the recommendation will provide on an annual basis an estimated 18,250 bed days for approximately 75 clients. Institution for mental diseases are state licensed, locked, skilled nursing facilities that provide specialized treatment services to the severely mentally ill population whose functioning level is too challenging to be maintained at a board and care facility or in the community. The Department of Behavioral Health contracted institution for mental disease facilities are responsible for maintaining state certification as a skilled nursing facility; providing bed days (room and board) at the California Department of Health Care Services' specified rate(s); evaluating and accepting referrals from state hospitals, veterans hospitals, county/private facilities, and

other facilities or sources deemed appropriate by the Department of Behavioral Health; providing psychiatric services, treatment, and support staff with specialized training; and providing medication management, crisis intervention, and discharge planning."

The standard daily bed rate is determined by the California Department of Health Care Services and mandated by Assembly Bill 1054 to have annual increases, effective July 1st of each fiscal year, that varies by region and currently ranges from approximately \$179.74 to \$317.76.

According to Kelley, "The cost per client is difficult to determine as the bed type/bed rate varies based upon the individual psychiatric needs, the type of treatment required and the length of stay utilized to improve the client's ability to transfer to the next least restrictive level – a board and care. Each contract has been written on a fee-for-service basis not to exceed the total annual aggregate amount. Preparing the contracts in this manner provides Department of Behavioral Health staff with the necessary flexibility to easily transfer clients to each of the institutions for mental disease based on availability. In addition, it permits Department of Behavioral Health staff to monitor the expenditures and make the necessary timely adjustments as needed."

Kelley acknowledged the Department of Behavioral Health does not procure these services as there are a limited number of state licensed institutions for mental disease facilities willing to provide services to the Department of Behavioral Health clients. "Of the willing agencies listed in the recommendation, two reflect the only licensed institutions for mental disease in San Bernardino County and the other two specialize in providing services to persistently mentally ill clients with psychiatric needs, severe medical issues, and a criminal history that other facilities reject," she said.

Kelley said the county's purchasing department supported the non-competitive contracts

with the four institutions for mental disease services with the justification they provide specialized services. She said the Department of Behavioral Health will monitor contractor performance on a regular basis to ensure compliance standards are met.

On May 23, the board of supervisors similarly acceded to Kelley's recommendation that the county enter into a \$12.5 million contract with Valley Star Behavioral Health, Inc. for the provision of transitional age youth crisis residential treatment program services for the period of July 1, 2017 through June 30, 2022.

Transitional age youth crisis residential treatment consists of crisis intervention services for transitional age youth, ages 18 to 25, diagnosed with mental health and co-occurring disorders. Valley Star Behavioral Health, Inc. has operated a 14-bed transitional age youth crisis residential treatment program facility, located in San Bernardino, since March of 2013. Under the contract, Kelley said Valley Star Behavioral Health will provide assessments, treatment plan development, collateral services, crisis intervention, medication support services, and individual and group therapy for individuals diagnosed with mental health and co-occurring disorders. "The Department of Behavioral Health anticipates Valley Star will provide transitional age youth crisis residential treatment program services to approximately 158 individuals annually, at an estimated cost of \$15,822 per individual," Kelley said. "As the mental health plan [coordinator] for the county, the Department of Behavioral Health provides an array of behavioral health and mental health treatment services, including crisis intervention services."

Transitional age youth crisis residential treatment provides an alternative to hospitalization and assists clients in stabilizing and transitioning to lower levels of care and community reintegration.

"The transitional age youth population has specific needs that are addressed by the program," said Kelley. "Ser-

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vices are voluntary and available for admission 24 hours a day, seven days a week. The program operates on the principal of choice, wellness, recovery, and resilience as defined by the participant. Even when in crisis, transitional age youth are entitled and capable of making their own informed choices about healing and crisis stabilization."

The transitional age youth crisis residential treatment program is intended to provide a peer-based environment that nurtures informed decision making, provides links to community resources, reinforces the responsibility each person has for themselves, and provides skills for managing crisis and will provide culturally and linguistically competent services.

"Valley Star will provide services at the transitional age youth crisis residential treatment 14-bed facility to eligible transitional age youth who are experiencing an acute psychiatric episode or crisis who will benefit from short-term crisis residential treatment services as an alternative to hospitalization," said Kelley. "Referrals for transitional age youth crisis residential treatment services will be generated from Department of Behavioral Health clinics and programs, law enforcement, hospital emergency rooms, and mental health assessment teams and may include referrals of individuals who do not meet hospital admission criteria, but will benefit from this level of care. The average length of stay at the crisis residential treatment facility can be up to 30 days with

two 30-day extensions, if deemed necessary."

On October 4, 2016, the county administrative office approved solicited vendors to provide transitional age youth behavioral health services to severely mentally ill individuals in need of immediate access to short-term crisis residential mental health services through the transitional age youth crisis residential treatment program. The bid invitation was publicly advertised through direct mailing to more than 500 organizations, published in eight local newspapers, and listed on the county's electronic procurement website. A total of four agencies attended the mandatory proposal conference and technical assistance on January 10, 2017. Valley Star submitted the only proposal in response to the bid invitation.

Kelley insisted that Valley Star's proposal was reviewed and evaluated by Department of Behavioral Health contracts, fiscal, and program staff to ensure it met the requirements as stated in the bid request. The Department of Behavioral Health reviewed and evaluated the proposal based on set criteria, including, but not limited to demonstrated ability to serve the target population, ability to provide required services, demonstrated ability to serve the number of unduplicated participants, readiness to provide services, experience, staffing levels and qualifications, and ability to obtain state licenses and certifications.

Also on May 23, the board of supervisors complied with Kelley's

*Continued on Page 4*

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## Council Declares Elliott Out Of Synch; Removes Her From Committees from front page

elected to the council in 2012 and was obliged to give up seeking reelection to his council position to run for mayor. The night she was sworn into office, Elliott advocated filling the vacancy on the council created by Stone's elevation to mayor with Robinson, and by council acclamation, Robinson was appointed to the council.

That would prove the last time Elliott was in dynamic synch with her colleagues. When the time for doling out committee assignments came, she was given five posts and she expressed disappointment, which she later apologized for expressing, that the mayor seemed to be more favorably disposed to Robinson, a USC graduate, in appointing him to more prestigious committee and regional board assignments. After the finance committee met only once, Mayor Stone, acting in concert with city manager Martin Thouvenell and with the concurrence of Filippi, Robinson and councilwoman Carol Timm, dissolved the finance committee. Elliott found her committee assignments cut back to four.

Throughout the first three months of her council tenure, Elliott's voting record was nearly indistinguishable from that of the other council members. In March, the city's application with the San Bernardino County Local Agency Formation Commission lodged last fall for an examination of the option of shuttering the city's then-110-year-old municipal fire department had been fully processed. With the city's assent the Local Agency Formation Commission conducted a public hearing on the matter and voted to approve moving the city and neighboring San Antonio Heights into a county fire service zone, imposing on each city parcel owner a \$152.68 annual assessment, closing out the Upland Fire Department as of July 1, and handing the city's fire stations and equipment over to the county fire department, which is

to then assume firefighting and emergency medical response duty in the city. Initially, Elliott had gone along with the rest of the council in supporting the annexation.

But Elliott was dissuaded from that position in the wake of resident dissatisfaction that followed, and she amended her stance to express sympathy and support for those protesting the county takeover of the fire department, holding informational gatherings to provide a forum for residents which she termed "town hall meetings." To the city council, which was hoping to maintain a show of unity in "The City of Gracious Living," Elliott's action was offensive. They reminded her that true town hall meetings are ones officially designated by the mayor and the council as a whole. And they resented as well her dialoging with the press, doing so without checking first with the city manager or informing her council colleagues about the views she was expressing. She escalated the insult when she authored op-ed pieces that ran in the Inland Valley Daily Bulletin, the largest circulated local daily newspaper in Upland. The position she took in those tractates did not adhere to the views of the collective council.

On May 8, in an effort to impress upon Elliott how she had deviated from what in Upland is considered to be the appropriate demeanor of those privileged to govern, the council adjourned into a closed session at which they considered a document entitled "In House Policies of the Upland City Council." It laid out the protocol for how a good Upland City Council Member should carry on.

"The City of Upland is committed to serving our community and improving the quality of life while celebrating our heritage and diversity," the protocol stated. "Become knowledgeable about city operations and services so that as council members [you] can effectively evaluate the answers. Weigh both sides of the issue and deal with facts not hearsay. If a city council person has a grievance with

another council member, they must discuss it with that person. If the matter is unresolved, go to the city manager and that council person and the manager can speak together with them. Under no circumstances should a council member go to the general public and discuss personal matters or conflicts between council members." It also states, "Social media is a great way to communicate meetings and tell about council meetings, final decisions of council, events, etc. but if a vote has been made by the council, a councilmember should support the decision of the whole council whether they agree or not on social media and at any public meetings. Monitor your posts carefully. Only the mayor with a majority vote of the council can call for 'town hall meetings.' If a councilmember wishes to meet with constituents, call it a 'coffee' or another name so that the citizens are not confused about the opinion you are espousing. It is advisable to have several people oversee any informational or newspaper articles that are submitted. The city manager should be aware of your article and submittal."

While Stone, Filippi, Timm and Robinson signed the document, Elliott did not.

Shortly after the meeting, Elliott went to the San Bernardino County District Attorney's Office and lodged a complaint, asserting the presentation of the protocol during the closed session constituted a violation of the Ralph M. Brown Act, California's open public meeting law. This subjected the city council and city manager Martin Thouvenell to no little embarrassment.

This week, the council struck back. At Thouvenell's recommendation, a resolution calling for the removal of Elliott from the San Bernardino County Interagency Council on Homelessness and her replacement with Eric Gavin; her removal from the Upland Municipal Investments Committee and her replacement with councilwoman Carol Timm; and her removal from the Inland Empire Utility Agency and her replacement with councilman

Gino Filippi was prepared.

At the meeting, Julie Bridge asserted Elliott has been "On a path of retaliation." Bridge said that what should have been "a professional, polite business meeting on March 24 relating 'to the posting of issues on Upland social media that were totally incorrect' went awry. "The mayor and staff tried to tell you your posts were not correct information and you would not listen or change your postings," Bridge said to Elliott. "Unfortunately many of your postings were filled with inaccurate statistics that misled people into thinking you had knowledge that somehow the city was hiding something from the citizens. As a result of how you felt after that meeting, you went spiraling out of control to get the mayor's attention. You involved so many respected people in our town and complained you weren't getting enough attention and should be on every committee, even though your learning curve was far below the rest."

Elliott did this, Bridge said, "in an effort to get things done your way and to support your theory that you were being unfairly treated. After that we all started to get hordes of phone calls and messages about your erratic behavior and it has not stopped to this day. The people that you reached out to were shocked at what you were doing and all encouraged you not to overreact, to be reasonable and put things in their proper perspective. You listened to no one. If you don't get your way, you run to the press and post on the internet how mistreated you are. You are just being a bully. Every single day since March 25, many of us have been working on major damage control caused by you. I've seen the writing and posts of all other city council members and I use them to stay informed and I do value what they say. You've often posted things that are one-sided, and that gets the people in an uproar. Your posts have been misleading and inflammatory. It's just that simple. You have been on an unexplainable destructive war-

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

By Count Friedrich von Olsen



It looks like upgrades to the U.S. nuclear arsenal will be delayed further as the only laboratory our nation has for producing and testing the plutonium cores for nuclear weapons, which was shut down in 2013, will remain offline for at least the next several months. It was supposed to be up and running again by now, but efforts at modernization and safety enhancement have not been completed. It seems that over the years the protocol for the safe handling a disposition of plutonium – a deadly substance if there ever was one – has been violated. New procedures entailing new systems are to be put in place so that a mishap will not kill the workers there or spread nuclear contamination over central New Mexico and beyond...

In the meantime, there have been 29 and counting delays of planned tests of the reliability of our nuclear warheads to be used in a doomsday scenario if such should manifest. Let's hope the responsible officials can pull everything they need together to take care of this rather alarming situation...

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

path, one where you will stop at nothing to get any amount of attention. You outright accused the city council and city staff of all being in collusion and hiding something. I want to know what you found out. Accusing the staff and city council of not telling the truth and not being transparent is offensive to them, and wrong and misleading to the public. What is it you know that no one else knows? You just don't get your facts right. You wanted money to have an external fraud audit even though the city books are audited yearly. When your request was unsupported, you took it upon yourself to conduct your own research and found nothing wrong. Yet, you didn't make a peep about that. You continue to mislead more of our citizens."

Jim Richardson said, "As citizens, we're seeking to build partnerships with City Hall and we require clarity, candor and honesty from you guys. We need people to say what they mean and to stand for what they say. We don't need people up there playing games. We elected a slate of people who promised to work together for our benefit to finally make

the tough choices that the last council avoided. The remnants out there still deny there is any solution. That's where councilmember Elliott draws information and direction from. Given the actions taken since her dissatisfaction with the mayor's committee appointments, we've seen a scorched earth kamikaze mission [such] that the words blame every single one of you guys. I understand that your decision is not easy or made in haste or with any emotion. You're not removing her from office. There is no conspiracy. There is widespread agreement among people who don't even know one another that have reached the same conclusion. We deserve a functional leader in every capacity, not demanding her way or war. This is categorically not a personal issue I have with her, nor anyone I'm aware of has with her. It happens to be her that's the subject of conversation. It's her action and her judgment I oppose. I have no wish to censor or block anything she says. In honesty, if anyone conducted themselves as recklessly as

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# San Bernardino County **Sentinel**

News of Note  
from Around the  
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## **Elliott Stripped Of Three Adjunct Assignments** *from page*

this, I'd be just as vocal. As an Upland resident, I have a right to better representation on any committee. The person seated up there is not the one I campaigned for." Richardson said Elliott had "changed her position" with regard to certain issues. He said that in launching the Brown Act violation "assault" against her colleagues she had failed. He encouraged the council to do the "tough but right thing," i.e., remove EL-

liott from the committees she was on.

While some who spoke at the council meeting supported Elliott, the council did not find their statements persuasive.

In her remarks, Mayor Stone took responsibility for having placed the item to remove Elliott from the three committees on the agenda.

"I want to make absolutely clear why I put his on the agenda in the first place," Stone said, going on to read a statement prepared for her by the city's publicist, Steve Lambert. "Committee assignments are not a right," Stone read.

"They are a responsibility, a responsibility councilmember Elliott has shown she is incapable of handling. Every committee councilmember Elliott is on is in disarray and I am tired of fielding calls emails and texts regarding her conduct and disruptive behavior. She has alienated other committee members and our city staff does not want to deal with her. Councilmember Elliott has misused her position to misinform, mislead and confuse the public about matters vital to our future as a community. She has consistently posted misstatements regarding the constitutionality

of the Proposition 218 process, inappropriately released confidential information regarding the performance review of our acting city manager and repeatedly misrepresented the city's financial position, falsely claiming among other things that we have a 34 percent surplus when in fact we have a very modest 17 percent surplus. By her own admissions, committee assignments are very important to her political resume as she looks forward to reelection. This is not what committee work is about. It's about serving our community in a thoughtful, honorable and hon-

est way. We expect those that serve on committees to understand subject matters enough to make informed decisions and recommendations. How can someone who serves on an investment committee not understand a budget surplus? That alone disqualifies councilmember Elliott from that committee. As for the homeless committee, Eric Gavin is immensely more qualified to serve in that position. Serving on a committee requires a councilmember do his or her homework and not shoot from the hip. Councilmember Elliott coauthored the ballot argument in favor of Mea-

sure E, then changed her mind and actively campaigned against it. At the LAFCO hearing, she testified vigorously in favor of the fire annexation, then changed her mind. The list goes on. About the only thing councilmember Elliott is consistent on is playing the sympathy card. Let's make this clear: None of this is about a vendetta. As mayor, I appreciate differing points of view. At the end of the day, that helps us get to where we need to be, but I will not sit back while a councilmember actively and aggressively disrupts the

*Continued on Page 7*

## **County Spending \$67 Million On Headshrinking** *from page 2*

recommendation to sign off on what is termed "0-5 Comprehensive Treatment Services" contract extensions, increasing the total contract amount by \$17,683,281, from \$53,794,243 to \$71,477,524 for the total period of July 1, 2013 through June 30, 2018. The action increased the total contract amount with Christian Counseling Services by \$2,147,195, from \$6,309,561 to \$8,456,756; increased the total contract amount with Desert/Mountain Children's Center by \$5,923,335, from \$19,848,132 to \$25,771,467; increased the total contract amount with Hearts and Lives by \$498,610 from \$888,330 to \$1,386,940; increased the total contract amount Lutheran Social Ser-

vices of Southern California by \$831,016 from \$1,480,548 to \$2,311,564; increased the total contract amount with Victor Community Support Services, Inc. by \$5,149,144, from \$16,323,229 to \$21,472,373; and increased the total contract amount with West End Family Counseling Services by \$3,133,981 from \$8,944,443 to \$12,078,424.

On May 23, the board also approved a memorandum of understanding with the Desert/Mountain Special Education Local Plan Area to receive reimbursement of up to \$1,621,113 in matching funds for early and periodic screening diagnosis and treatment Medi-Cal Specialty Mental Health Services provided by Desert Mountain Children's Center, for the period of July 1, 2017 through June 30, 2018.

According to Kelley, "The 0-5 Comprehensive Treatment Services pro-

gram, consisting of the screening, assessment, referral, and treatment (SART) is designed to improve the social, developmental, cognitive, emotional and behavioral functioning of children ages 0-5. The early identification and intervention services (EIS) enable young children ages 0 through 8 years of age easy access to needed mental health services which are more appropriately served through early identification and intervention services."

Kelley said that in 2017-18, she anticipates services will be provided to an estimated 2,269 SART clients at a cost of \$4,800 per client, and 2,264 EIS clients at the cost of \$3,000 per client.

The SART program provides services to children, from birth to their seventh birthday who are determined to need assessment and treatment related to severe mental health disorders that require specialty mental health services. The

EIS program provides services directed toward children, from birth to their ninth birthday, throughout the county who are not eligible for services through SART and struggle with social-emotional disturbances or display developmental concerns that require less intensive, short-term interventions.

On June 25, 2013 as the result of a formal procurement, the board of supervisors approved previous contracts with Christian Counseling Services, Desert/Mountain Children's Center, Hearts and Lives, Lutheran Social Services of Southern California, Victor Community Support Services, Inc., and West End Family Counseling Services for the provision of 0-5 Comprehensive Treatment Services, in the total contracted amount of \$35,083,200, for the period of July 1, 2013 through June 30, 2016. The contracts included the option of two one-

year extensions based on availability of funds and contractor performance. Since that time, the board has approved amendments to the contracts, with the most recent on June 14, 2016 updating standard contract language, increasing the total contract amount to \$53,794,243, and exercising the first option to extend the contracts through June 30, 2017.

This week the board also approved a second amendment to a contract with the Children and Families Commission for San Bernardino County for the reimbursement of services provided through the 0-5 Comprehensive Treatment Services program, updating standard contract language, extending the contract an additional year, and increasing the total contract amount by \$5,134,283, from \$20,590,517 to \$25,724,800, for the period of July 1, 2013 through June 30, 2018.

Again upon Kelley's

recommendation, the board approved contracts with Aurora Charter Oak Hospital, Canyon Ridge Hospital, Inc. dba Canyon Ridge Hospital, Community Hospital of San Bernardino, Loma Linda University Behavioral Medicine Center, Vista Behavioral Hospital, LLC dba Pacific Grove Hospital and Redlands Community Hospital for the provision of acute psychiatric inpatient services to eligible county residents that are Medi-Cal eligible as well as for individuals served by the indigent care program, in an aggregate amount not to exceed \$12,000,000, for the period of July 1, 2017 through June 30, 2020.

"Procurement is not conducted for the provision of acute psychiatric inpatient services as the State of California determines the area fee-for-service hospital(s) the county is required to contract with for these services," Kelley said. -Mark Gutglueck

## Postmus & Aleman Ran Political Apparatus From Assessor's Office from front page

was chairman of both the board of supervisors and the San Bernardino County Republican Central Committee. Postmus had hired Aleman, then 21-years-old, into a paying position with the county's GOP political apparatus in 2004 and then gave him another paying assignment working as a field representative in his supervisor's office that same year. Less than a year later, while still employing Aleman as a field representative in his supervisor's office, Postmus arranged to have the then-22-year-old become the executive director of the San Bernardino County Republican Central Committee. In 2006, Postmus ran for county assessor against an entrenched incumbent, Don Williamson. Using his extensive reach as the head of the county Republican Party, Postmus raised more than \$3 million – still a San Bernardino County record for spending on a political campaign – and employed Aleman as his campaign manager. After Postmus managed to defeat Williamson in the November 2006 election and was sworn in as assessor, Aleman followed Postmus into the assessor's office, landing one of two assistant assessor's posts, a position which paid him \$131,000 in salary and another \$60,000 in benefits annually, despite his lack of a college degree. Aleman was just 23 years old at that point.

Aleman had no qualifications whatsoever for the job. Rather than involve himself in the actual function of the assessor's office – determining the value of real estate and other assets within the county for taxing purposes – he spent a good portion of his time literally caring for Postmus, who, despite his rockribbed conservative Republican image, was a promiscuous homosexual with a voracious affinity for methamphetamine. On those days when Postmus had meetings or public appearances he could not

avoid, Aleman, armed with a key to Postmus' home, would let himself in, prevail upon Postmus' liaison from the previous evening to take his leave, get Postmus to shower and dress, and then dispatch his boss to his destination with all of the pertinent documents or reference materials or drive him there himself. On most weekdays, Postmus did not show up at the assessor's office at all. Aleman generally spent his time at the office supervising the 13 political appointees Postmus had hired to serve on the assessor's office administrative staff, among whom were some of Postmus' boyfriends and all of whom, like Aleman, lacked any practical knowledge or experience germane to the official activity of the assessor's office. Aleman and the members of his crew who deigned to come to work would busy themselves with promoting the Republican Political Party, primarily making postings to the Red County and Flash Report blogs or assisting various GOP office holders or hopefuls with elements of their campaign preparations.

In 2008, all of this caught up with Aleman after the county's civil grand jury and the district attorney's office, which had been looking at the misuse of the assessor's office and its facilities since shortly after Postmus assumed office the previous year, sent investigators into the assessor's office and began subpoenaing documents. In a panic, Aleman destroyed or altered documents and when he was called in front of a grand jury in the spring of 2008, perjured himself with regard to what was going on in the office. On June 31, 2008 he was arrested and charged with six felony counts relating to destruction/vandalism of county property, alteration/destruction of public records and perjury. At the end of September 2008, Aleman's attorney, Grover Porter, made an overture to Supervising San Bernardino County Deputy District Attorney Lewis Cope about Aleman cooperating with the prosecution in exchange for a reduction in charges and/or recommendations of

leniency in sentencing. That dialogue intensified the following month and on November 1, 2008, a plea arrangement was codified and Aleman at that point underwent a nearly three-hour interrogation by district attorney's office investigators in which he essentially kicked off what would eventually become the prosecution of Postmus, and by extension, the four current defendants.

Aleman told investigators that the \$102 million lawsuit settlement with the Colonies Partners was a crooked deal, prior to which Colonies Partners managing principal Jeff Burum, working through former sheriff's deputies' union president Jim Erwin, first blackmailed Postmus and then-supervisor Paul Biane with threats of exposing to the public the former's homosexuality and drug use and the latter's personal financial difficulties, through "hit piece" campaign fliers mailed to county voters. Those mailers were withheld, Aleman said, and after the settlement was effectuated and the \$102 million received by the Colonies Partners, between the months of March and the end of June 2007 the Colonies Partners kicked back four separate \$100,000 bribe payments to Postmus, Biane, Erwin and Mark Kirk, all of which were disguised as donations to political action committees which the four created or controlled. Kirk was at that time the chief of staff to supervisor Gary Ovitt, who joined with Postmus and Biane in voting for the settlement, which was opposed by then-supervisor Dennis Hansberger and supervisor Josie Gonzales. Subsequently, Aleman assisted the investigators by surreptitiously audio recording more than 70 of his phone calls with Postmus as well as a number of his face-to-face conversations with his former patron, mentor and boss, as well as turning over to investigators over 1,000 text message exchanges he had with him.

From all of this and other statements Aleman made, prosecutors began assembling criminal cases against Postmus pertaining to his

action as both assessor and supervisor, resulting in the serving of further search warrants at his office and home, at the latter of which drugs – methamphetamine and ecstasy – were found in January 2009, precipitating his resignation as assessor in March 2009. In July 2009 Postmus was charged with felony grand theft, misappropriation of public funds and perjury with regard to his tenure in the assessor's office, together with drug possession and a misdemeanor charge of possession of drug paraphernalia. In the meantime, the San Bernardino County District Attorney's Office and the California Attorney General's Office were assembling a criminal filing, which they made in February 2010, charging Postmus and Erwin with involvement in a complex conspiracy, extortion, and bribery scheme related to the settlement of the Colonies Partners lawsuit against the county. Unnamed in that complaint were five unindicted co-conspirators described as Does One through Five. Based on information contained in the complaint and the descriptions of the charges and the alleged overt acts, Burum; his co-managing principal in the Colonies Partners, Dan Richards; Patrick O'Reilly, a public relations consultant who had worked with the Colonies Partners during its effort to reach the lawsuit settlement; Biane; and Kirk could be discerned as the five Does. Both Postmus and Erwin entered not guilty pleas. Thirteen months later, drained of financial resources and at a psychological nadir following further drug arrests, Postmus in March 2011 entered guilty pleas to 14 felony charges pertaining to both the scandal in the assessor's office and the entirety of the charges leveled against him in the Colonies lawsuit settlement case. He turned state's evidence, and in April 2011 went before a specially impaneled criminal grand jury formed to look into the Colonies lawsuit settlement matter. He was the primary witness in the troika of star witnesses that included Aleman and Matt

Brown, Biane's chief of staff who had created the political action committee, San Bernardino County Young Republicans, through which prosecutors alleged the \$100,000 bribe to Biane, disguised in the form of a political contribution, had been laundered. In his testimony before the grand jury, Postmus essentially corroborated the narrative of events that Aleman had provided investigators. A refined version of that narrative became the indictment that the grand jury returned against Burum, Biane, Erwin and Kirk the following month, with the charges in the indictment against Erwin superseding the criminal charges filed against him the previous year.

The case went to trial on January 4 of this year. After opening statements, the prosecutors' case bogged down as, in setting the backdrop for the overt events which the prosecutors maintain entailed bribery, they became enmired in the minutiae of the underlying civil litigation between the Colonies Partners and the county. The prosecution sputtered, as the defense to a considerable degree sought to establish that the Colonies Partners' lawsuit had merit because the county had obstructed the Colonies Partners in moving ahead with its developmental agenda, all the while insinuating into this a suggestion that the efforts to induce the members of the board of supervisors to settle the case were in some measure justified.

It was not until May 1, three days short of four months into the trial, that the prosecution truly got on track. The first two-and-half hours of Supervising San Bernardino County Deputy District Attorney Lewis Cope's direct examination of Bill Postmus when he took the stand on that day provided the most riveting, dynamic and dramatic testimony of the trial as Postmus provided an unvarnished account of how he had first familiarized himself with Burum during a trade mission to China in September 2005 during which Burum befriended and lobbied him to settle the lawsuit. He reiterated

the previous testimony by numerous witnesses who said he essentially commandeered from Paul Biane the role of the major champion for forging a settlement of the civil suit. Burum provided him with an assurance of future financial support in his political endeavors, Postmus testified, as well as in any business ventures he might undertake if he left political life, and that they discussed Burum putting him on the board of a nonprofit corporation Burum had founded, but only if the litigation was settled first. Postmus testified that in the latter half of 2006, Erwin, working on behalf of Burum, had threatened to expose his homosexuality and Paul Biane's financial travails to get them to support the settlement. Postmus said he considered the \$102 million paid out to the Colonies Partners to be "ridiculously more" than the development company was due as a consequence of the litigation, but that the threats and promises of reward and the desire to put the whole thing behind him pushed him into the settlement.

After the settlement was effectuated, Postmus testified, the Colonies Partners came through with two separate \$50,000 donations to the political action committees he had control over, the Inland Empire PAC and Conservatives for a Republican Majority PAC.

Under cross examination, defense attorneys, particularly Jennifer Keller, one of the attorneys representing Burum, demonstrated that nearly a decade of escalating methamphetamine use had wreaked havoc with Postmus' memory and left him in a highly suggestible state in which he was prone to accepting the representations of those he was engaged with at any given time, such that he would in large measure provide a version of events that adhered as much to the promptings of his questioner as the actual circumstance and activity he was being called upon to recollect. Keller achieved a particularly effective illustration of this by re-

*Continued on Page 6*

## First Interrogation Of Aleman Laid Out Blueprint For Entire Case

from page 5

posing recontexted versions of the questions Cope had asked during his direct examination of Postmus to elicit answers that were less damaging to Burum and Erwin and approached being a recantation of his previous testimony.

The prosecution had Aleman immediately follow Postmus to the witness stand, using him to reinforce and confirm those elements of Postmus' testimony that had been so damaging to the defendants. Aleman delivered, providing an account that not only mirrored the one provided by Postmus, but enlarged upon it and augmented it with detail that was every bit as problematic for the defendants, as his recollection was not hampered by the same impediments that clouded Postmus' memory. He was able to illustrate the manipulation and pressure to which his one-time boss had been subjected. During his cross examination, the defense made a frontal attack on his character and criminality, dwelling at length upon his own culpability in the assessor's office scandal, noting the easy dexterity with which he turned on Postmus, who had favored him with trust, privilege advancement and promotion, and essentially conspired with the district attorney's office investigators to have his benefactor prosecuted on charges serious enough to send him to prison for more than a decade. Given that Aleman was desperate enough to betray his patron, the defense attorneys propounded that his desperation would drive him to fabricate a case against Burum, Erwin, Biane and Kirk, with whom he had no close affiliation, regard or allegiance. In particular, defense attorneys seized on one of the statements made to Aleman by investigator Hollis Randles during the initial interrogation session with the district attorney's office investigators on November 1, 2008. "It is very crucial to us and should be important to you and that's why we're here," Randles said. "We need

to discuss what occurred at the negotiations and what happened between Jeff Burum and Mr. Postmus and Mr. Biane and what part that played in this settlement of this lawsuit with the Colonies." This was, the defense suggested, Randles essentially telling Aleman that he could avoid a harsh sentence for his crimes if he provided statements implicating the others in a criminal conspiracy relating to the Colonies lawsuit settlement. Aleman took that as his cue, according to the defense, to use his knowledge of the circumstance to weave a plausible but false tale implicating Burum and Erwin as manipulative extortionists, represent Burum as providing bribes, painting Postmus and Biane as willing recipients of those bribes after they had acceded to the blackmail to make their vote in favor of the settlement and depicting Kirk as willing to cash in on his ability to manipulate Ovitt to vote in accordance with the Colonies Partners' interests.

Throughout the trial, defense attorneys have demonstrated a pattern of liberally augmenting their questioning of the witnesses with the display of exhibits referenced in the questioning and which are provided to witnesses to examine or refresh their memories. These exhibits – in most cases consisting of documents, communications in the form of letters, emails or texts, transcripts of interviews, interrogations, previous testimony or surreptitiously recorded conversations, and to a lesser extent, charts or maps – have often been displayed on the courtroom's overhead visual display screens. In some instances, the defense has also relied on playing audio clips of interrogations/interviews carried out by investigators, as well as recorded conversations. While the prosecution has also exhibited such visual or sound evidence consequent to the questioning of witnesses, it has done so relatively sparingly and has been far less energetic in that regard, a practice which has on a number of occasions left courtroom observers, and quite possibly the jury, unclear as to

the context, meaning and significance of the testimony. One notable exception to this was the prosecution's playing, during the direct examination of district attorney's office investigator Robert Schreiber, of an audio recording Schreiber made of his dialogue with Erwin on the morning of January 15, 2009 when a crew of district attorney's office investigators served a search warrant at Erwin's house. That recording was heard by only one of the two juries hearing the case – that one impaneled to decide Erwin's fate – while the jury hearing the case against Burum, Biane and Kirk – was absent from the courtroom. That is because statements made by Erwin are admissible evidence against him but are not admissible against the other defendants, given their Sixth Amendment right to confront any witness against them and the presumption that Erwin will insist on his Fifth Amendment right not to testify.

During redirect examination of Aleman this week, California Supervising Deputy Attorney Melissa Mandel undertook to play, this time with both juries present, another extensive audio recording, an approximately 40-minute excerpt of the interrogation of Aleman carried out on November 1, 2008, the day Aleman entered into his plea agreement with prosecutors. The interrogation, which lasted somewhere between two-and-a-half to three hours, was the first such session he would undergo with the investigators pursuant to that plea deal. Mandel was not able to play the recording until she had overcome the strenuous objections of defense attorneys, which were made first in open court outside the presence of the jurors and then took place during an extended sidebar discussion involving Judge Michael Smith, the attorneys for the prosecution and the defense and the court reporter, all of which was carried out in hushed tones outside the earshot of the observers in the courtroom. Ultimately, Judge Smith ruled the juries could hear the recording. For a number

of reasons, that recording came across as one of the more compelling displays by the prosecution throughout the trial.

A primary purpose in Mandel's playing of the tape was to convincingly refute defense suggestions that Aleman had gravitated to his extortion and bribery allegations with regard to the Colonies lawsuit settlement after he was alerted by investigator Hollis Randles that the district attorney's office was fixated on that matter and that he had accommodated the investigators by weaving from whole cloth a lurid tale of greed, graft and corruption.

Impacting upon Aleman's credibility overall is the consideration that he was interrogated by investigators and testified before a grand jury before he was criminally charged and he was interrogated by investigators and testified before a grand jury after he was criminally charged and had pleaded guilty. The charges upon which he is convicted and his own admissions establish he was not truthful in his pre-arrest and pre-conviction statements to investigators and grand jury testimony. The defense has suggested that his acknowledged lies and perjury prior to his arrest carried over to and has tainted his statements and testimony since his attorney, Grover Porter, forged a plea deal with prosecutors.

Mandel sought to ameliorate this by asking him "Before cooperating and after cooperating, did you notice a change in [your] demeanor?"

"Yes," Aleman said. "I made a decision [after his plea deal was in place] to be 100 percent honest, I put my guard down. There was nothing for me to gain by being dishonest, whatsoever."

Mandel asked about the lying and misrepresentations he had engaged in when he was interrogated by the district attorney's office investigators in March 2008 and when he went before the civil grand jury later in the spring of 2008.

"I was in survival mode for my job and protecting Mr. Postmus and the political apparatus that we controlled," he said.

After Judge Smith cautioned the jury that they should not consider statements or questions asked by the investigators to be evidence, the recording was played. In it, Aleman is heard raising the subject of the Colonies lawsuit on his own. In discussing how he had gotten to the position of trust and responsibility with Postmus, Aleman said, "Well, Bill hired me to work for the Republican Party." As he is moving along these lines, Aleman spontaneously offers, that he "never got into what caused the fall of Bill" before going on to say, "The Colonies lawsuit was going on with Bill. That is a whole other chapter. I can go to that."

In laying out the background, Aleman said, "The Colonies Partners sued the county."

Aleman said that the Colonies Partners was headed by Jeff Burum and Dan Richards who were both powerful figures in the county and that they were intent on getting the settlement and were naturally focused on Postmus who was the chairman of the board of supervisors.

"Bill was very involved," Aleman said. Aleman said the pressure Postmus was under with regard to the settlement was getting to him. "Bill started going downhill," Aleman said. "It was the stress of the Colonies settlement." Aleman then related that Postmus had broken down during or at the end of a mediation session on the lawsuit held in Los Angeles in March 2006. He was due to make a speech at the annual County-City conference in Lake Arrowhead that weekend, but had gone on a methamphetamine-fueled sexual bender with a Hispanic man in his hotel room next to where the mediation had taken place and could not be located. Postmus' chief of staff, Brad Mitselfelt, dispatched one of the office's employees, John Richardson, to retrieve Postmus and get him to Lake Arrowhead on time for the scheduled speech. Richardson was unable to locate his boss however, and had resorted to simply waiting in the lobby of the hotel in the hopes of encountering Postmus. Aleman said after he

fielded a call from Mitselfelt he relieved Richardson who had been at that point waiting for some ten hours for Postmus to show up, and then drove to the hotel in Los Angeles. There, Aleman said, he used the stratagem of checking into the hotel as member of Postmus staff, asking in so doing for the room next to Postmus. Aleman then knocked on Postmus' door and when it was answered by Postmus' companion, who, Aleman said, was completely unclothed, he tore past him and confronted Postmus, sitting in his underwear on the room's bed, "dazed out of his mind," Aleman told the investigators. He said he told Postmus, "Bill, you have to give this speech." Postmus was in an utter state of confusion, Aleman told the investigators. He said he collected up Postmus' belongings and then got Postmus to take his leave of the hotel. "He was high out of his mind," Aleman said. "The Hispanic guy left. I got Bill out of there."

Leaving his own vehicle there, Aleman said, he drove with Postmus' in Postmus' car to Lake Arrowhead at 3 a.m. so the supervisor could make his speech later in the morning. "We drove his county car back," Aleman said.

By 2006, while he was engaged in the Colonies settlement negotiations, Postmus was, Aleman said, "75 percent there and 25 percent high all the time. The board ultimately settled on the lawsuit. Bill was very involved. Jeff Burum got what he wanted. Bill's mission was complex."

In the recorded interrogation, investigator Morey Weiss asked Aleman, "What exactly is Bill Postmus concerned about that we will learn about the Colonies?"

Aleman responded, "How it got done. How he engineered the settlement."

Aleman told the investigators about the March 25, 2005 meeting at Biane's supervisor's office inside the West Valley Courthouse in Rancho Cucamonga that has been a recurrent focus of the criminal trial. During that meeting, Burum and Richardson, together with their attorney

*Continued on Page 16*

**Elliott Odd Woman Out On Upland Council** *from page 4*

work of city staff and puts her own personal political agenda ahead of what's in the best interest of our city."

Stone then made a motion to remove Elliott from three committees in accordance with the

resolution on the agenda. Councilman Gino Filippi seconded the motion. Elliott then offered a statement saying she did not believe she merited removal from the committees. Filippi followed that up with his statement.

"From my perspective, a lot of this upset is certainly unnecessary and the discord is unfortunate for not just the members of this board

but some of the employees, the city manager and the residents and that's as transparent as it gets and I'll go further because I am troubled by a couple of things," Filippi said. "Number one is disclosure of employee information that occurred during a closed meeting. That happened, folks. Councilmember Elliott accused councilmember Robinson of being on too many com-

mittees. She came to one of these meetings and actually apologized. What troubles me is this keeps churning. We don't need it. We've been making progress here for over a year in keeping this city away from bankruptcy and moving it toward financial stability. That's why we're here. It's not easy, but things like this are certainly distracting and it cheats the public from services that

they deserve and they expect. That's transparency, folks. We can't talk about what a great city manager we have here in open session, but he had complaints about the behavior of a city council member interfering with employees and other groups."

Four votes were required to displace Elliott from the panels, as the city regulations spell out such removals cannot

be made on a simple 3-2 majority, as is the case with most other council actions.

The council voted 4-1, with Elliott dissenting, to remove her from the committees. She remains a board member of the West End Consolidated Water Company.

-Mark Gutglueck



**Measure H Will Up Density In Chino Neighborhood** *from front page*

measure passed by the city's voters in 1988, under which land in Chino cannot be rezoned to allow more homes than is specified in the city's general plan or zoning maps without a vote of the city's residents. Measure M requires that the proponent of such a project pay for the election. To be sure, Measure M has warded off some development proposals that could have called for density increases. But Measure M has proven less than a bulletproof hedge against aggressive development in Chino.

While it is a safe bet that among those animated on the subject of development in Chino, those opposed to high density outnumber those in favor of it, the reality is that the number of residents in Chino who have no strong feelings one way or the other or who have not even considered the conflict between high or low density vastly outnumber those tuned into the issue of growth and its

impact on the community. And those developmental interests intent on intensified growth in Chino have exploited that apathetic majority to push their agenda to build neighborhoods densely packed with homes or condominiums to fruition. On the 14 occasions over the past 28 years when developers were committed enough to roll the dice and test whether the city's voters would use the opportunity Measure M has given them to prevent them from proceeding with their projects, the developers have won every contest. Not one was turned down. In every case, the developers spent considerable money on a promotional campaign in the weeks just before the vote, sending out electioneering material to high propensity voters, that is, those voters who have demonstrated a tendency to vote in elections, propounding the benefits of that particular development proposal. Those campaigns succeeded every time in driving more people to the polls to support the proposed projects than the low growth-advocates could muster to oppose them.

At present, the land south of Francis Avenue

between Vernon and Benson avenues in north Chino not too far from the Ontario city limits is described as rural. It bears RD1 zoning, which permits no more than one dwelling unit per acre. D.R. Horton's initial proposal was made in 2013 in conjunction with the property's several property owners, including Chino residents Matt Evans and his father-in-law Ron Brewer, who own the lion's share of the 33.5 acres upon which the company wanted to erect 232 dwelling units in addition to the eight existing homes already there. An effort to get enough signatures on a petition to qualify a vote on the matter under the Measure M requirement was made but petition circulators did not achieve the threshold of signatures needed to get a question on the matter placed before the city's voters on the November 2014 ballot.

In December 2014, the city council told D.R. Horton that if the company was serious, an environmental impact report would be needed. D.R. Horton in 2016 moved forward, reducing the footprint of the project from 33 acres to 30 acres and 232 units to 12 single-family

homes on 7,000-square-foot lots, 87 detached single-family units on 4,500-square-foot lots, and 73 detached condominiums in addition to the eight existing homes.

On March 6 of this year in a hearing before the Chino Planning Commission, thirty-four of the overflow crowd at City Hall offered their views on the project, with 22 speaking against it and 12 speaking in favor. The six commission members present—Brandon Blanchard, Kathleen Patterson, Harvey Luth, Steve Lewis, Walt Pockock and Sherman Jones—voted in unison against recommending approval of the project as is, saying it was out of step with the city general plan, out of compliance with the applicable zoning and incompatible with the existing neighborhood.

The matter then went before the city council, the body with the ultimate—or in this case the penultimate—decision-making power. Anticipating a massive turnout, the council met in the community room at the Chino Senior Citizens

Center, which has greater seating capacity than the council chambers. The meeting lasted over four hours, providing an encapsulation of Chino's competing cultures, with 33 speakers weighing in on the project. The council, recognizing the project's fate would be decided by the voters, weighed the wisdom of placing the matter on the ballot using its own authority, by which terms D.R. Horton would need to defray the approximately \$200,000 cost of the special election, or instead force D.R. Horton to gather the requisite number of signatures to force the election, in which case the city would have to pay for the election. Ultimately, the council voted 4-1, with Mayor Eunice Ulloa dissenting, to place the issue on the ballot and have D.R. Horton pay for the polling.

The San Bernardino County Registrar of Voters has given the initiative the nomenclature of "Measure H" and designated the election is to take place on July 11.

A group calling itself the Yes on Measure

H Committee, which is bankrolled by D.R. Horton, is using the slogan "Support Chino Jobs and Schools" in promoting a yes vote. Its members claim 600 Chino residents and counting are enthusiastically in support of it. Matt Evans is the chairman of the Yes on Measure H Committee and he says allowing the property to be developed in the way D.R. Horton wants will be "positive" for the community, make homes for young families to move into and make him, his father-in-law and the other landowners rich.

The largest among several organizations fighting D.H. Horton's proposal calls itself simply No on H. It is headed by its chairman, Ed Layaye, and counts former Chino Mayor/San Bernardino County Supervisor/County Treasurer Larry Walker, who wrote the argument against Measure H, and current Chino Mayor Eunice Ulloa among its ranks. At the behest of its Chino region members, the San Bernardino County Democratic Central Committee endorsed the No on H position.

-Mark Gutglueck

**ARMC And Desert Valley Enter Into Patient Transfer Agreement** *from front page*

"The recommended non-financial reciprocal transfer and referral agreement will allow Arrowhead Regional Medical Center to accept and transfer patients who require a specialized higher level of care to and from Desert Valley Hospital. All patient transfers shall be made in accordance with applicable federal and state laws and regulations, standards of regulatory

agencies, and reasonable policies and procedures of each facility. The transfer agreement provides for the safety, health and social service needs of county residents by ensuring cooperation between facilities for the provision of higher level of patient care. State and federal mandates require that when a specialized healthcare facility with the ability to provide a patient with higher level of care is contacted by an admitting hospital that is unable to provide specific care for a patient, the specialized healthcare

*Continued on Page 20*



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**Public Notices**

ORDER TO SHOW CAUSE FOR CHANGE OF NAME  
CASE NUMBER CIVRS1700164

TO ALL INTERESTED PERSONS:Petitioner: Windy Tereza Fuentes-Rodriguez filed a petition with this court for a decree changing names as follows:

Windy Tereza Fuentes-Rodriguez to: Wendy Teresa Fuentes

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.

Notice of Hearing:  
Date: 07/14/2017  
Time: 8:30 a.m.  
Department: S17

The address of the court is Superior Court of California,County of San Bernardino, San Bernardino District - Civil Division, 247 W Third Street, Same as above, San Bernardino, CA 92415-0210, San Bernardino

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 successive weeks prior to the date set for hearing of the petition.

Dated: May 16, 2017  
R Glenn Yabuno  
Judge of the Superior Court.  
Published in THE SAN BERNARDINO COUNTY SENTINEL On 05/26/2017, 06/02/2017, 06/09/2017 & 06/16/2017

ORDER TO SHOW CAUSE FOR CHANGE OF NAME  
CASE # CIVRS 1700135

TO ALL INTERESTED PERSONS: Petitioner MASON UY TE has filed a petition with the clerk of this court for a decree changing names as follows: MASON UY TE to MENG UY TE

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: 07/17/2017  
TIME: 8:30 A.M  
Fifth Floor Department:

**Public Notices**

S-17  
he address of the court is Superior Court of California,County of San Bernardino, San Bernardino District - Civil Division, 247 W Third Street, Same as above, San Bernardino, CA 92415-0210, San Bernardino

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: May 22, 2017  
s/ R. GLENN YABUNO,  
Judge of the Superior Court  
Run dates: 05/26/2017, 06/02/2017, 06/09/2017, 06/16/2017

FBN 20170003063  
The following entities are doing business as:  
ACT REAL ESTATE 10849 LEMON GRASS AVE. FONTANA, CA 92337 JACK LIN 10849 LEMON GRASS AVE FONTANA, CA 92337  
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/ Jack Lin  
Statement filed with the County Clerk of San Bernardino on 03/16/2017.

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 3/24, 3/32, 4/07 & 4/14, 2007. Corrected 4/21, 4/28, 5/05 & 5/12, 2017. Second Correction: 5/26, 6/02, 6/09 & 6/16, 2017

FBN 20170003566  
The following entity is doing business as:

AGENT ASH 10681 FOOT-HILL BLVD. #140 RANCHO CUCAMONGA, CA 91730 ASHLEY E SINCLAIR 8450 AVALON COURT MONTCLAIR, CA 91763 COMPASSIONATE TOUCH PHARMACY, INC 1050 S GRAND AVE Q32 DIAMOND BAR, CA 91765  
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/ Ashley E. Sinclair  
Statement filed with the County Clerk of San Bernardino on 03/28/2017.

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: 6/2, 6/09, 6/16 & 6/23, 2017.

FBN 20170003013  
The following entity is doing business as:

GREEN COAST LAW GROUP 10535 FOOTHILL BOULEVARD, SUITE 300 RANCHO CUCAMONGA, CA 91730 GEOFFREY W NEWMAN 9458 GOLDEN STREET

**Public Notices**

RANCHO CUCAMONGA, CA 91730

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/ Geoffrey W. Newman  
Statement filed with the County Clerk of San Bernardino on 3/16/2017.

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 03/31, 04/07, 04/14 & 04/21, 2017. Corrected: 5/26, 6/02, 6/09 & 6/16, 2017

SUMMONS (Family Law)  
CITACIÓN (Derecho familiar)

NOTICE TO PETITIONER: DALE E DOTSON  
AVISO AL DEMANDANTE DEMANDADO DALE E DOTSON

Respondent's name is: BETTY AMATI DOTSON  
Nombre del demandado BETTY AMATI DOTSON  
Case number: FAMSS 1601723

Filed Superior Court of California County of San Bernardino San Bernardino District No date provided

NOTICE OF CONTINUATION OF HEARING

Notice is hereby given that the request for order previously scheduled for April 26, 3017 in Department 553 at 8:30 a.m. has been continued to July 12, 2017 in Department 53 at 8:40 a.m.

Your appearance at this hearing is mandatory

The party giving notice is the respondent BETTY AMATI DOTSON

Dated: April 28, 2017  
The name and the address of the court are:

(El nombre y dirección de la corte son): 351 N. Arrowhead Avenue San Bernardino, CA 92415

The name, address, and telephone number of the respondent, or the petitioner without an attorney, are: Betty Amati Dotson 13023 Miller Avenue Rancho Cucamonga, CA 91739 (909) 773-2525

Published in the San Bernardino County Sentinel: 6/2, 6/09, 6/16 & 6/23, 2017.

FBN 20170006486  
The following entity is doing business as:

COULD IT BE DYSLEXIA 1942 OCEANAIRE WAY UPLAND, CA 91784 CYNTHIA K DAPELLO 1942 OCEANAIRE WAY UPLAND, CA 91784

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/ Cynthia Dapello  
Statement filed with the County Clerk of San Bernardino on 06/02/2017.

I hereby certify that this copy is a correct copy of the original statement on file in my office San Ber-

**Public Notices**

nardino 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: 6/2, 6/09, 6/16 & 6/23, 2017.

FBN 20170006402  
The following entity is doing business as:

CHEAPGUY TRANSPORT 2205 RAMONA AVE SAN BERNARDINO, CA 92411 PABLO Z VERDUSCO 2205 RAMONA AVE SAN BERNARDINO, CA

This business is conducted by: AN INDIVIDUAL.

The registrant commenced to transact business under the fictitious business name or names listed above on: 5/31/2017.

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/ Pablo Z Verdusco  
Statement filed with the County Clerk of San Bernardino on 05/31/2017.

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: 6/2, 6/09, 6/16 & 6/23, 2017.

FBN 20170006389  
The following entity is doing business as:

I & G SCREENS 16484 DIAMOND LN FONTANA, CA 92336 ISMAEL GARCIA 16484 DIAMOND LN 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: 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/ Ismael Garcia  
Statement filed with the County Clerk of San Bernardino on 05/31/2017.

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: 6/2, 6/09, 6/16 & 6/23, 2017.

FBN 20170005318  
The following entity is doing business as:

A TIME 2 TALK BIBLICAL COUNSELING 9605 BUSINESS CENTER DR SUITE #T RANCHO CUCAMONGA, CA 91730 LISA L VAUGHN 15497 AVENS LN 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: 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/ Lisa L Vaughna  
Statement filed with the County Clerk of San Bernardino on 05/08/2017.

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

**Public Notices**

seq., Business and Professions Code).  
Published in the San Bernardino County Sentinel: 6/2, 6/09, 6/16 & 6/23, 2017.

NOTICE OF PETITION TO ADMINISTER ESTATE OF WILLIAM PICKEL, CASE NO. PROPS1700528 To all heirs, beneficiaries, creditors, and contingent creditors of WILLIAM PICKEL and persons who may be otherwise interested in the will or estate, or both: A petition has been filed by DENNIS GLENN PICKEL in the Superior Court of California, County of SAN BERNARDINO, requesting that DENNIS GLENN PICKEL be appointed as personal representative to administer the estate of WILLIAM PICKEL. Decedent died intestate. (The petition requests authority to administer the estate under the Independent Administration of Estates Act. This will avoid the need to obtain court approval for many actions taken in connection with the estate. However, before taking certain actions, the personal representative will be required to give notice to interested persons unless they have waived notice or have consented to the proposed action. The petition will be granted unless good cause is shown why it should not be.) The petition is set for hearing in Dept. No. S37 at SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO SAN BERNARDINO DISTRICT - PROBATE DIVISION 247 W. 3rd STREET SAN BERNARDINO, CA 92415-0212 on AUGUST 14, 2017 at 08:30 AM

IF YOU OBJECT to the granting of the petition, you should appear at the hearing and state your objections or file written objections with the court before the hearing. Your appearance may be in person or by your attorney.

IF YOU ARE A CREDITOR or a contingent creditor of the deceased, you must file your claim with the court and mail a copy to the personal representative appointed by the court within the later of either (1) four months from the date of first issuance of letters to a general personal representative, as defined in subdivision (b) of Section 58 of the California Probate Code, or (2) 60 days from the date of mailing or personal delivery of the notice to you under Section 9052 of the California Probate Code.

YOU MAY EXAMINE the file kept by the court. If you are interested in the estate, you may request special notice of the filing of an inventory and appraisal of estate assets or of any petition or account as provided in Section 1250 of the California Probate Code.

Petitioner: DENNIS GLENN PICKEL 25982 E 28TH ST. SAN BERNARDINO, CA 92404 Telephone: 909-529-1641 IN PRO PER

Published in the San Bernardino County Sentinel: 6/2, 6/09, 6/16 & 6/23, 2017.

ORDER TO SHOW CAUSE FOR CHANGE OF NAME  
CASE NUMBER CIVRS1700182

TO ALL INTERESTED PERSONS:Petitioner: Jesus Morgia Jr. filed a petition with this court for a decree changing names as follows:

Jesus Morgia Jr. to: Jesus Carmona

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: 07/19/2017

**Public Notices**

Time: 8:30 a.m.  
Department: S17  
The address of the court is Superior Court of California,County of San Bernardino, San Bernardino District - Civil Division, 247 W Third Street, Same as above, San Bernardino, CA 92415-0210, San Bernardino

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 successive weeks prior to the date set for hearing of the petition.

Dated: May 31, 2017  
R. Glenn Yabuno  
Judge of the Superior Court.  
Published in THE SAN BERNARDINO COUNTY SENTINEL On 06/02/2017, 06/09/2017, 06/16/2017, 06/23/2017

ORDER TO SHOW CAUSE FOR CHANGE OF NAME  
CASE NUMBER CIVDS1709388

TO ALL INTERESTED PERSONS:Petitioner: Savanna Leckemby filed a petition with this court for a decree changing names as follows:

Savanna Leckemby to: Chase Mae Leckemby

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: 07/03/2017  
Time: 8:30 a.m.  
Department: S17

The address of the court is Superior Court of California,County of San Bernardino, San Bernardino District - Civil Division, 247 W Third Street, Same as above, San Bernardino, CA 92415-0210, San Bernardino

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 successive weeks prior to the date set for hearing of the petition.

Dated: May 18, 2017  
Michael A. Sachs  
Judge of the Superior Court.  
Published in The San Bernardino County Sentinel On 06/02/2017, 06/09/2017, 06/16/2017, 06/23/2017

Title Order No.: Trustee Sale No.: NR-50590-CA Reference No.: Meadowood Village HOA APN No.: 0208-954-03-0-000 NOTICE OF TRUSTEE'S SALE (NOTICE OF LIEN SALE OF REAL PROPERTY UNPON LIEN FOR HOMEOWNER'S ASSOCIATION DUES) (CALIFORNIA CIVIL CODE § 5700 AND 5710) [ATTENTION RECORDER: PURSUANT TO CIVIL CODE §2923.3, THE SUMMARY OF INFORMATION REFERENCED BELOW IS NOT ATTACHED TO THE RECORDED COPY OF THIS DOCUMENT BUT ONLY TO THE COPIES PROVIDED TO THE TRUSTOR] NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED UNDER A NOTICE OF DELINQUENT ASSESSMENT

**Public Notices**

DATED 11/23/2015. 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 06/28/2017 at 1:00 PM, Nationwide Reconveyance LLC As the duly appointed Trustee under and pursuant to Notice of Delinquent Assessment, recorded on 12/03/2015 as Document No. 2015-0530213 Book XX Page XX, of Official Records in the Office of the Recorder of San Bernardino County, California, property owned by: Obie L. Crouch and Laurie M. Crouch, and described as follows: As more fully described on the referenced Assessment Lien. WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH, (payable at time of sale in lawful money of the United States, by cash, a cashier's check drawn by a State or national bank, a check drawn by a state of 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 Financial Code and authorized to do business in this state.) At: NEAR THE FRONT STEPS LEADING UP TO THE CITY OF CHINO CIVIC CENTER, 13220 CENTRAL AVENUE, CHINO, CALIFORNIA All right, title and interest under said Notice of Delinquent Assessment in the property situated in said County, describing the land therein: 0208-954-03-0-000 The street address and other common designation, if any of the real property described above is purported to be: 8350 Spring Desert Pl. #C, Rancho Cucamonga, CA 91730. The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum due under said Notice of Delinquent Assessment, with interest thereon, as provided in said notice, advances, if any, estimated fees, charges, and expenses of the Trustee, to-wit: \$11,592.14 Estimated Accrued Interest and additional advances, if any, will increase this figure prior to sale. The claimant, Meadowood Village Homeowners Association, under said Notice of Delinquent Assessment heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located and more than three months have elapsed since such recordation. 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



**Public Notices**

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 949-860-9155 or visit this Internet Web site www.innovativefieldservices.com, using the file number assigned to this case NR-50590-CA. 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 information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale. PLEASE NOTE THAT WE ARE A DEBT COLLECTOR Date: 05/26/2017 Nationwide Reconveyance LLC For Sales Information Please Call 949-860-9155 By: Rhonda Rorie, AVP (IFS# 2336 06/09/17, 06/16/17, 06/23/17)

**ORDER TO SHOW CAUSE FOR CHANGE OF NAME**

CASE NUMBER CIVD5710698 TO ALL INTERESTED PERSONS: Petitioner: SAVANNAH LEE filed a petition with this court for a decree changing names as follows: RYAN DEAN MIRAMONTES to RYAN DEAN LEE

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: 07/17/2017 Time: 8:30 a.m. Department: S17

The address of the court is Superior Court of California, County of San Bernardino, San Bernardino District - Civil Division, 247 W Third Street, Same as above, San Bernardino, CA 92415-0210, San Bernardino

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 successive weeks prior to the date set for hearing of the petition.

Dated: June 5, 2017 Michael A. Sachs Judge of the Superior Court. Published in THE SAN BERNARDINO COUNTY SENTINEL On 06/09/2017, 06/16/2017, 06/23/2017 & 06/30/2017

FBN 20170005318 The following entity is doing business as:

A TIME 2 TALK BIBLICAL COUNSELING 9605 BUSINESS CENTER DR SUITE #T RANCHO CUCAMONGA, CA 91730 LISA L VAUGHN 15497 AVENS LN 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: 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

**Public Notices**

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/ Lisa L Vaughn Statement filed with the County Clerk of San Bernardino on 05/08/2017.

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: 6/2, 6/09, 6/16 & 6/23, 2017.

FBN 20170005702 The following entity is doing business as:

KNOW NO LIMITS 1925 WEST COLLEGE AVE APT F253 SAN BERNARDINO, CA 92407 JESUS D CUELLAR 1925 WEST COLLEGE AVE APT F253 SAN BERNARDINO, CA 92407

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 D Cuellar Statement filed with the County Clerk of San Bernardino on 05/12/2017.

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: 6/09, 6/16, 6/23 & 5/29, 2017.

FBN 20170005689 The following entity is doing business as:

BETWEEN HIS SHOULDERS 14610 WILLOW ST. HESPERIA, CA 92345 MARK A CLINE 14610 WILLOW ST. HESPERIA, CA 92345 [and] VALERIE S PRICE 14610 WILLOW ST. HESPERIA, CA 92345

This business is conducted by: A MARRIED COUPLE.

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/ Valerie S Price Statement filed with the County Clerk of San Bernardino on 05/12/2017.

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: 6/09, 6/16, 6/23 & 5/29, 2017.

**Public Notices**

NOTICE OF PETITION TO ADMINISTER ESTATE OF MARY HOPE VASQUEZ, CASE NO. PROPS1700554 To all heirs, beneficiaries, creditors, and contingent creditors of MARY HOPE VASQUEZ and persons who may be otherwise interested in the will or estate, or both: A petition has been filed by TINA MARIE VASQUEZ in the Superior Court of California, County of SAN BERNARDINO, requesting that TINA MARIE VASQUEZ be appointed as personal representative to administer the estate of MARY HOPE VASQUEZ. Decedent died intestate. (The petition requests authority to administer the estate under the Independent Administration of Estates Act. This will avoid the need to obtain court approval for many actions taken in connection with the estate. However, before taking certain actions, the personal representative will be required to give notice to interested persons unless they have waived notice or have consented to the proposed action. The petition will be granted unless good cause is shown why it should not be.) The petition is set for hearing in Dept. No. S36 at SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO SAN BERNARDINO DISTRICT - PROBATE DIVISION 247 W. 3rd STREET SAN BERNARDINO, CA 92415-0212 on SEPTEMBER 14, 2017 at 08:30 AM

IF YOU OBJECT to the granting of the petition, you should appear at the hearing and state your objections or file written objections with the court before the hearing. Your appearance may be in person or by your attorney. IF YOU ARE A CREDITOR or a contingent creditor of the deceased, you must file your claim with the court and mail a copy to the personal representative appointed by the court within the later of either (1) four months from the date of first issuance of letters to a general personal representative, as defined in subdivision (b) of Section 58 of the California Probate Code, or (2) 60 days from the date of mailing or personal delivery of the notice to you under Section 9052 of the California Probate Code.

YOU MAY EXAMINE the file kept by the court. If you are interested in the estate, you may request special notice of the filing of an inventory and appraisal of estate assets or of any petition or account as provided in Section 1250 of the California Probate Code.

Petitioner: TINA MARIE VASQUEZ 1686 E PRINCETON ST ONTARIO, CA 91764 Telephone: 909-529-6170 IN PRO PER

Published in the San Bernardino County Sentinel June 16, 23, 30 & July 7, 2017

FICTITIOUS BUSINESS NAME STATEMENT FILE NO-20170006003

The following person(s) is(are) doing business as: Miguel's Jr Homestyle Mexican Food, 27521 San Bernardino Avenue, Redlands, CA 92374, The Vasquez Company, PO Box 1224, Corona, CA 92878-1224

Business is Conducted By: A Corporation

Signed: BY SIGNING BELOW, 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/ Joseph M. Licon This statement was filed with the County Clerk of San Bernardino on: 5/19/2017

I hereby certify that this is a correct copy of the original statement on file in my office.

Began Transacting Business: Not Applicable

County Clerk, s/RS

NOTICE- This fictitious business 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 name in violation of the rights of another under federal, state, or common law (see section 14400 et seq., Business & Professions Code).

Published in the San Bernardino County Sentinel 6/16/2017, 6/23/2017, 7/7/2017

NOTICE TO ATTORNEYS RE: CONTINUANCE OF HEARING

CASE NUMBER LC105165

Notice to: THOMAS RICHARD MULALLY 14156 MAGNOLIA BLVD #200

SHERMAN OAKS, CA

**Public Notices**

County Clerk, s/TM NOTICE- This fictitious business 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 name in violation of the rights of another under federal, state, or common law (see section 14400 et seq., Business & Professions Code).

6/16/2017, 6/23/2017, 6/30/2017, 7/7/2017

FICTITIOUS BUSINESS NAME STATEMENT FILE NO-20170006754

The following person(s) is(are) doing business as: Manunation, 1295 Dover Dr, San Bernardino, CA 92407, Christie A Briceno, 1295 Dover Dr, San Bernardino, CA 92407

Business is Conducted By: An Individual

Signed: BY SIGNING BELOW, 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/Christie A Briceno This statement was filed with the County Clerk of San Bernardino on: 6/7/2017

I hereby certify that this is a correct copy of the original statement on file in my office.

Began Transacting Business: Not Applicable

County Clerk, s/ADC

NOTICE- This fictitious business 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 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 6/16/2017, 6/23/2017, 6/30/2017, 7/7/2017

FBN 20170006003 The following entity is doing business as:

MIGUEL'S JR HOMESTYLE MEXICAN FOOD 27521 SAN BERNARDINO AVENUE REDLANDS, CA 92374 THE VASQUEZ COMPANY PO BOX 1224 CORONA, CA 92878-1224

This business is conducted by: A CORPORATION.

The registrant commenced to transact business under the fictitious business name or names listed above on: 5/03/2017.

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/ Carol V Alderete Statement filed with the County Clerk of San Bernardino on 5/19/2017.

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 6/16/2017, 6/23/2017, 6/30/2017, 7/7/2017

FBN 20170006288 The following entity is doing business as:

WINTERS TEAM REALTY 10535 E. FOOTHILL SUITE 100 RANCHO CUCAMONGA, CA 91730 HOUSEKEY REAL ESTATE CORPORATION 10535 E. FOOTHILL SUITE 100 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: 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/Elvis Ortiz-Wayland Statement filed with the County Clerk of San Bernardino on 5/30/2017.

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 6/16/2017, 6/23/2017, 6/30/2017, 7/7/2017

**Public Notices**

FBN 20170006288 The following entity is doing business as:

WINTERS TEAM REALTY 10535 E. FOOTHILL SUITE 100 RANCHO CUCAMONGA, CA 91730 HOUSEKEY REAL ESTATE CORPORATION 10535 E. FOOTHILL SUITE 100 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: 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/Elvis Ortiz-Wayland Statement filed with the County Clerk of San Bernardino on 5/30/2017.

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 6/16/2017, 6/23/2017, 6/30/2017, 7/7/2017

FBN 20170005615 The following person is doing business as: MAF MUSIC, 8659 RED OAK ST. RANCHO CUCAMONGA, CA 91730, BANDA JEREZ USA CORP, 9410 ALONDRA BLVD BELLFLOWER CA 90706

This business is conducted by: CORPORATION.

The registrant commenced to transact business under the fictitious business name or names listed above on: 5/11/2017

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/RAUL RIVERA Statement filed with the County Clerk of San Bernardino on 5/11/2017

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 14400 et seq., Business and Professions Code).

Published in the San Bernardino County Sentinel 5/26, 6/2, 6/9, 6/16, 2017, 2117

FBN 20170005726 The following person is doing business as: NIKTARAZ WATER METER MANUFACTURER, 16293 PABLO CREEK LANE FONTANA, CA 92336, GREGORY J PLAYER, 16293 PABLO CREEK LANE 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: 5/15/2017

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/GREGORY J PLAYER Statement filed with the County Clerk of San Bernardino on 5/15/2017

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 14400 et seq., Business and Professions Code).

Published in the San Bernardino County Sentinel 6/16/2017, 6/23/2017, 6/30/2017, 7/7/2017

NOTICE TO ATTORNEYS RE: CONTINUANCE OF HEARING

CASE NUMBER LC105165

Notice to: THOMAS RICHARD MULALLY 14156 MAGNOLIA BLVD #200

SHERMAN OAKS, CA

**Public Notices**

91423 In the Matter of: ELAVON, INC. (Plaintiffs) VS. MARK GUERRERO, ET AL (Defendants)

Case Number LC105165 TO THE PLAINTIFF(S) AND ATTORNEY(S) OF RECORD and/or PARTIES IN PRO PER:

You are hereby notified that the Conference-Case Management previously set for hearing on June 16, 2017 in Dept NW N has been reset for hearing in the same Department on June 20, 2017 at 8:30 a.m. You are ordered to give notice by mail forthwith of such fact to all parties and to file proof of service of such notice forthwith in the assigned department(s), located at 6230 Sylmar Avenue, Van Nuys, California 91401

LOS ANGELES SUPERIOR COURT 6230 SYLMAR AVENUE VAN NUYS, CA 91401 NORTHWEST DISTRICT (VAN NUYS COURTHOUSE) Dated: May 8, 2017

Order for Publication: Filed June 8, 2017

Judicial Officer Elizabeth A Lippitt

Published in the San Bernardino County Sentinel: 6/16, 6/23, 6/30 & 7/07, 2017

FBN 20170005739 The following person is doing business as: I LOVE SUSHI, 7750 PALM AVE STE S HIGHLAND, CA 92346, JALM FAMILY CORPORATION, 7750 PALM AVE STE S HIGHLAND, CA 92346

This business is conducted by: CORPORATION.

The registrant commenced to transact business under the fictitious business name or names listed above on: 4/29/2015

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/LEIF LEE Statement filed with the County Clerk of San Bernardino on 5/15/2017

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 14400 et seq., Business and Professions Code).

Published in the San Bernardino County Sentinel 5/26, 6/2, 6/9, 6/16, 2017, 2117

FBN 20170005759 The following person is doing business as: BIG BEAR PADDLE, 39369 N. SHORE DR. FAWNNSKIN, CA 92333, LISA A ROUCH, 39369 N. SHORE DR. FAWNNSKIN, CA 92333

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/LISA A ROUCH Statement filed with the County Clerk of San Bernardino on 5/15/2017

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 14400 et seq., Business and Professions Code).

Published in the San Bernardino County Sentinel 5/26, 6/2, 6/9, 6/16, 2017, 2117

FBN 20170005773 The following person is doing business as: ON TAP BARBERSHOP, 1520 N MOUNTAIN AVE SUITE #124 ONTARIO, CA 91762, BERNAL & LUCERO, LLC., 1520 N MOUNTAIN AVE SUITE #124 ONTARIO, CA 91762

This business is conducted by: AN LIMITED LIABILITY COMPANY.

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/STEVEN T. LUCERO Statement filed with the County Clerk of San Bernardino on 5/15/2017

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 14400 et seq., Business and Professions Code).

Published in the San Bernardino County Sentinel 5/26, 6/2, 6/9, 6/16, 2017, 2117













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Statement filed with the County Clerk of San Bernardino on 6/09/2017

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

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Published in the San Bernardino County Sentinel 6/16, 6/23, 6/30, 7/7, 2017. 241735

FBN 20170006822

The following person is doing business as: SC AUTO LEASE PLAN INC, 397 N. CENTRAL AVE, SUITE B UPLAND, CA 91786, SC AUTO LEASE PLAN INC, 23663 MEAD CLIFF PLACE DIAMOND BAR, CA 91765

This business is conducted by an: CORPORATION.

The registrant commenced to transact business under the fictitious business name or names listed above on: 6/09/2017

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 179130). I am also aware that all information on this statement becomes Public Record upon filing.

s/ AMNA WARAICH

Public Notices

Statement filed with the County Clerk of San Bernardino on 6/09/2017

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

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Published in the San Bernardino County Sentinel 6/16, 6/23, 6/30, 7/7, 2017. 241736

FBN 20170006830

The following person is doing business as: KABOB TIME, 56093 TWENTYNINE PALMS HWY YUCCA VALLEY, CA 92284. KABOB TIME, INC., 56093 TWENTYNINE PALMS HWY YUCCA VALLEY, CA 92284

This business is conducted by an: 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 179130). I am also aware that all information on this statement becomes Public Record upon filing.

Public Notices

s/ AREUIK VICTORIA AR-AMIAN

Statement filed with the County Clerk of San Bernardino on 6/09/2017

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

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Published in the San Bernardino County Sentinel 6/16, 6/23, 6/30, 7/7, 2017. 241737

FBN 20170006833

The following person is doing business as: IST CHOICE AUTO CENTER, 14674 FOOTHILL BLVD, FONTANA, CA 92335. NILOUFAR SCHELLENBERG, 1460 KENDALL DR #31 SAN BERNARDINO, CA 92407

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 179130). I am also aware that all information

Public Notices

on this statement becomes Public Record upon filing.

s/ NILOUFAR SCHELLENBERG

Statement filed with the County Clerk of San Bernardino on 6/09/2017

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

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Published in the San Bernardino County Sentinel 6/16, 6/23, 6/30, 7/7, 2017. 241738

FBN 20170006840

The following person is doing business as: STAR CRAB, 242 E. HOSPITALITY LN. SAN BERNARDINO, CA 92408, THE CAJUN PUB, INC., 3453 FALLS CT PALMDALE, CA 93551

This business is conducted by an: 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

Public Notices

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 179130). I am also aware that all information on this statement becomes Public Record upon filing.

s/ YOUNGDON KIM

Statement filed with the County Clerk of San Bernardino on 6/09/2017

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 14400 et seq., Business and Professions Code).

Published in the San Bernardino County Sentinel 6/16, 6/23, 6/30, 7/7, 2017. 241739

FBN 20170006847

The following person is doing business as: BRIDAL FAVORS, 337 N VINEYARD AVE SUITE #304 ONTARIO, CA 91764, ALPRENTCESS CALVIN, 337 N VINEYARD AVE SUITE #304 ONTARIO, CA 91764

This business is conducted by an: INDIVIDUAL.

Public Notices

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 179130). I am also aware that all information on this statement becomes Public Record upon filing.

s/ ALPRENTCESS CALVIN

Statement filed with the County Clerk of San Bernardino on 6/09/2017

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 14400 et seq., Business and Professions Code).

Published in the San Bernardino County Sentinel 6/16, 6/23, 6/30, 7/7, 2017. 241740

FBN 20170006860

The following person is doing business as: GO TIRES MOBILE TIRES SHOP, 122 W VIRGINIA ST APT B

Public Notices

RIALTO, CA 92376, ABEL GALVEZ-GOTTI, 122 W VIRGINIA ST APT B RIALTO, CA 92376

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 179130). I am also aware that all information on this statement becomes Public Record upon filing.

s/ ABEL GALVEZ-GOTTI

Statement filed with the County Clerk of San Bernardino on 6/09/2017

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

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Published in the San Bernardino County Sentinel 6/16, 6/23, 6/30, 7/7, 2017. 241741

Aleman Described Postmus' Downfall and His Interaction With Erwin & Burum from page 6

neys Heidi Timken and Scott Sommer, discussed with Postmus and Biane, county counsel Mitch Norton and two of the county's outside attorneys, Paul Watford and Steve Kristovich, the implication of a recent tentative decision by the appellate court that recognized the county had easements on the Colonies property. Also present at the meeting was former state senator Jim Brulte, who was working as a consultant with the Colonies Partners to help them effectuate the lawsuit settlement. Postmus at some point dismissed all of the attorneys from the room. Those remaining – Burum, Richards, Brulte, Biane and Postmus – then set about hashing out an agreement to end the litigation in exchange for the county giving the Colonies Partners \$22 million in cash and surplus flood control property in Rancho Cucamonga valued at \$55.5 million.

Aleman had come to the meeting held in Rancho Cucamonga to deliver paperwork to Postmus. Aleman remembered “the Colonies [Burum and Richards], Paul Biane, Jim Brulte and Bill” being there. “All the attorneys were squabbling

outside because Bill had dismissed them,” Aleman said. “That was in Paul Biane’s office.”

At that point in the interrogation, Aleman provided information that throughout the trial has not been previously referenced. He indicated that in addition to being paid by the Colonies Partners, Brulte was on the county payroll as well. “Bill was frustrated with him because he was getting paid \$24,900 to help with the Colonies settlement,” Aleman said. “He was a consultant for county and a consultant for the Colonies [Partners] at the same time.”

County spokesperson David Wert previously told the *Sentinel* that Brulte was not working as a consultant for the county at that time.

Aleman told the investigators at the November 1, 2008 interrogation that Bill Postmus told him Brulte was being paid by the county, under a provision of county policy allowing the county’s top administrator, then known as the county administrative officer and subsequently titled the county chief executive officer, to enter into a contract with a vendor or service provider without the approval of the board of supervisors on contracts for less than \$25,000. “It was frustrating to Bill,” Aleman said. “Bill said he [Brulte] was supposed to get 1 percent of the agreement on the settle-

ment. That was upsetting to Bill because it was a large sum of money and he thought Brulte was playing both sides. Jim was close to Richards and Burum.”

According to Aleman, Erwin was led to believe he, too, would receive 1 percent of the settlement, but Burum and Richards crossed him up. “Jim was very pissed,” Aleman was heard telling the investigators. “Jim was close to Richards and Burum. He was supposed to get 1 percent. They gave him a gold Rolex watch instead of the 1 percent” along with, Aleman said, “a trip on Jeff Burum’s private plane.”

In addition to Brulte, public relations consultant Patrick O’Reilly was straddling, to his own financial benefit, the interests of the county and the interests of the Colonies Partners, Aleman said. O’Reilly was being paid \$25,000 per month by the Colonies Partners, Aleman said. At the same time, Aleman said, O’Reilly had a \$200,000 contract with the county. “He got a public contract,” Aleman said, which was to “help with how to make Bill more likeable.” Aleman said he worked with O’Reilly all the way up to the assessor’s election and that “My job was to produce two articles a month... an email was sent out.” Aleman said O’Reilly’s services came into play when as a result of the “Colonies thing, the

press started bashing on Bill. O’Reilly was paid by the county and Colonies and for that public message. Brad Mitzelfelt [Postmus’ chief of staff] met with him on multiple occasions to craft the county’s message.” In this way, Aleman said, O’Reilly was engaged in “what the county’s message would be and the Colonies’ in terms of messages and communications to help put Bill in a better light.”

In that first interrogation, Aleman also held forth on the September 2005 trade mission trip to China during which prosecutors now allege Burum initiated his focus on building Postmus into the architect or engineer of the lawsuit settlement.

“Bill decided to go to China,” Aleman told the investigators. “He went with Jeff Burum. It was an eye opening experience for Bill. Brulte went on that trip, too.” Aleman called it “a friendship conference with the State Assembly. State officials went. It was paid for by Jeff Burum,” Aleman said.

Aleman said that as the Colonies lawsuit dragged out, “Jim Erwin started inserting himself in the situation. Jim Erwin could really put political pressure on elected officials. Bill was sliding down the path of drugs, so Jim Erwin was there to whip Bill into shape.”

At some time prior to the settlement material-

izing, Aleman told the investigators, “Bill was set up at the Sheraton and Jeff Burum was at the Double Tree [hotels in Ontario].”

Aleman’s description appears to line up with earlier testimony about mediation sessions involving former California Supreme Court Justice Edward Panelli, which took place on October 19 and November 1, 2006.

Aleman was there, apparently, to facilitate an effort just ahead of the mediation session to work out the terms of an agreement that Postmus could bring forward during the mediation.

“I took a printer, and printed things off,” Aleman said. Aleman described a negotiating arrangement that avoided having Postmus and Burum together in the same room working out those terms to avoid the appearance that Postmus was in collusion with the Colonies Partners on arriving at a settlement. “Patrick O’Reilly would go from the Double Tree to the Denny’s [a restaurant near both of the hotels] or go from the Sheraton lobby,” Aleman said. “Patrick O’Reilly acted on the part of Colonies and receiving [input] from Burum and he would then meet with Jim Erwin who represented Bill. They did not meet together one on one,” Aleman said.

Aleman said Erwin was pressuring Postmus, telling him, “You need to

get this done, Bill.”

Meanwhile, Aleman said, “Jeff Burum was making things miserable for Bill” through the use of “private eyes.”

At this point in the interrogation, Aleman broached an issue that Mandel used to offset the defense suggestion that Randles had instructed Aleman to concoct a false narrative implicating the defendants with his statements, “It is very crucial to us and should be important to you and that’s why we’re here. We need to discuss what occurred at the negotiations and what happened between Jeff Burum and Mr. Postmus and Mr. Biane and what part that played in this settlement of this lawsuit with the Colonies.”

Before the recording was played, Mandel brought out that the day of the November 1, 2008 interrogation was a Saturday. Aleman and his attorney had gone to the district attorney’s office that day to meet with Cope, Randles and Weiss to avoid being seen, Mandel said, as Monday through Friday Aleman ran the risk of being seen entering the building. Thus, Mandel suggested, Randles’ words “that’s why we’re here” alluded to them being there on a Saturday, as a precaution against anyone learning that Aleman was cooperating with the district attorney’s office.

Following his ref-

## Aleman Feared Collusion Between Burum & Ramos

from page 16

erence to the “private eyes” employed by Burum, Aleman said, “This is why I get really nervous, because Burum has a lot of influence in the county.”

To illustrate his point, Aleman said that earlier in that week, the last several days of October 2008, Postmus had begun calling him. When Aleman had phone contact with Postmus on Thursday, October 30, 2008, two days before the interrogation that was at that moment taking place, Postmus told him that Burum knew that Aleman was scheduled to meet with members of the district attorney’s office.

“Bill said ‘Jeff Burum said you are going to be meeting with the DA.’” Aleman said.

Aleman said that he believed Burum would “kill me” if he found out he was talking to district attorney’s office investigators.

Randles attempted to reassure Aleman.

“He [Ramos] did not know that I was meeting with you today,” Randles said.

Aleman was skeptical. “How do I know what I am saying here is not going to trickle back to Mr. Burum?” Aleman asked. “He had an army [of private investigators] camped outside Bill’s house.”

When the investigators again sought to reassure Aleman that word of his cooperation was not going to make its way back to Burum, Aleman said, “My concern is, and I may seek an attorney, but I know that Jeff Burum is a personal friend of the DA.”

When Randles asked how Aleman knew that, Aleman responded, “I know it is a fact. I met with Mike Ramos and Jeff Burum.”

The investigators downplayed the contact between Burum and the district attorney, saying that Ramos has a lot of associates and that Burum associated with all kinds of elected officials.

“How did you get information that Jeff Burum knew you were here?” Randles asked. “Bill told me about it,”

Aleman said. “Bill is all ‘Hey it is my understanding that you are meeting with the DA to discuss things.’ Bill was frantically trying to get hold of me. That is why I got nervous and upset. He got a hold of me on Thursday. He said, ‘If you meet with the DA, hang tough. Don’t let them intimidate you. We’ll be able to get you taken care of. That is all Bill said.’”

At that point, Randles grew concerned that Aleman had given too much away by acknowledging his attorney, Grover Porter, had opened up a dialogue with the district attorney’s office.

“No one knows that I am talking to you,” Aleman said. “I don’t want Bill to know. He’ll tell everyone. He has such a big mouth. This is what I told him: ‘I know that Grover is meeting with them. They want to play hard ball. ‘Bill is like, ‘BS, Mike Ramos is not going to want this.’ The message I am giving everyone is they want to take this to trial.’”

Aleman further evinced knowledge during the November 1, 2008 interrogation of the Colonies Partners’ donations to the various political action committees.

Aleman said that Erwin was supposed to get 1 percent of the settlement but that had not been forthcoming, and that he instead received a \$100,000 donation to his political action committee.

“He told me he was upset because he did not get the 1 percent,” Aleman said. In the November 1, 2008 interrogation, Aleman misidentified the name of Erwin’s PAC as “the Committee Against Corruption.” It was actually called the Committee for Effective Government.

Burum, Aleman said, “gave Jim Erwin \$100,000. He gave Bill \$100,000.” In his statement to the investigators, Aleman conflated the two political action committees. Postmus controlled, the Inland Empire PAC and the Conservatives for a Republican Majority PAC, both of which received \$50,000 each, into one, which he identified as the Inland Empire PAC, which he said received \$100,000.

As an elected official, Postmus could not have control over a political action committee, Aleman said, so the Inland Empire PAC was ostensibly put under the control of Postmus’ business associate Dino DeFazio and his political associate Mike Richman.

Aleman also identified Mark Kirk as a recipient, through his political action committee, of \$100,000 from the Colonies Partners.

Aleman said that Gary Ovitt was lined up to support the settlement, but that Kirk had a relationship with Burum and that Kirk and Postmus were competing to convince Burum that each was responsible for delivering Ovitt’s vote in favor of the Colonies lawsuit settlement. “Mark Kirk and Bill were tugging at who could deliver this for Burum,” Aleman said, “so Mark Kirk got \$100,000, too.”

And, Aleman said, the Colonies Partners delivered \$100,000 to Matt Brown, Biane’s chief of staff in the form of a donation to his political action committee, the San Bernardino County Young Republicans.

“Bill was always expecting this \$100,000,” Aleman said. “He couldn’t take anything from it, but he could travel, eat, or direct it to others for other races.”

Kirk, Aleman said, was the only recipient of the money who did anything overtly “shady” with the money, withdrawing \$10,000 from the political action committee he had created to accept the donation, The Committee for Ethical Government, “within three days” of having received it, Aleman said.

During that November 1, 2008 interrogation, Aleman explicitly raised the issue of extortion.

“They [Burum and Erwin] were holding, they had a gun to both Paul Biane’s and Bill’s head,” said Aleman. “That was Jim Erwin’s thing because they had investigators on Bill, and Jim would say, ‘Hey, they’re looking at you,’ you know, ‘Bill, you know how cops are. They have people following you.’ Jim was antagonizing Bill in that way.”

Aleman went on to

say that Erwin and Burum had used the then-ongoing campaign for Measure P, which called for upping supervisors’ pay from \$99,000 to \$151,000 per year and was sponsored by Paul Biane, as a means of blackmailing Biane. “Paul Biane wanted to get a pay raise, Measure P,” said Aleman. “Who contributed money against Measure P? The Colonies. According to Jim Erwin, they had these records where Paul could not make his car payments, pay his bills. The Colonies were going to use it. Jim Erwin went to lunch with Bill and said, ‘Come on.’ He showed what they had on Paul. That got Paul to settle.”

Aleman said that the Colonies Partners and the sheriff’s deputies union, the Safety Employees Benefit Association (SEBA), over which Erwin then had control, were on the brink of coordinating the attack. Aleman said he saw copies of hit piece mailers to that effect on Erwin’s computer at SEBA headquarters.

“The Colonies gave SEBA money,” Aleman said. “There was a lot of money from Jeff Burum and the Colonies partners.” Aleman said Erwin told him, “How do you go wrong washing money through a cops’ organization?”

Aleman said Erwin was “prepared to release these flyers” as a “way to pressure them to settle.”

Ultimately, Aleman said, the hard-edged hit pieces were withheld. “The dirty dirty ones did not get released,” he said.

The roughly 40-minute recording proved to be as densely-packed with material, minute-by-minute, as any of the previous expositions by the prosecution, with the lone exception of the first hours of testimony provided by Postmus on May 1. Beyond the damage the 40 minute recording inflicted outright on Burum and Erwin, it carried with it the effect of dismantling the bulwark the defense had built against Aleman’s testimony on direct examination, that is, the theory that Aleman had crafted a patently false tail of wrongdoing by some of the county’s most powerful person-

ages after being directed to do so by unethical investigators in order to ensure he would be given a lenient sentence, and that his narrative was constructed along the lines of information suggested to him by those investigators. The recording of the interrogation illustrated the lion’s share of the details in the narrative of guilt now propounded by the prosecution followed the version of events Aleman described, more or less, in that first interrogation rather than a storyline forced upon him by the investigators. In short, the account Aleman provided was his own, accurate or not.

Finding themselves back at square one, the defense attorneys reinitiated an attack on Aleman and his credibility.

Jennifer Keller, Burum’s attorney, locked onto a possible \$3,314.40 embezzlement Aleman had engaged in while he was still employed by the county when he deposited into his own personal account with Washington Mutual Bank a check for that amount as reimbursement for airfare to and from China related to a 2006 junket he and Postmus took. Keller demonstrated that Aleman had not paid for the airline ticket. Rather, the fare was charged against the American Express charge card that had been issued to Aleman as the manager of Postmus’ campaign for assessor. “You never reimbursed the campaign for this \$3,314.40, did you?” asked Keller, who implied as well that there was no listing of such on the Form 460 finance reporting document for Postmus’ assessor’s campaign. This trapped Aleman into admitting he had either embezzled the money or had engaged in election campaign finance reporting fraud as the manager of the Postmus for Assessor campaign.

Aleman sought to get out from underneath the question by taking the middle ground, saying he could not recall. Keller characterized that as “another lie.”

Keller then took issue with Aleman’s statement to investigators that he was concerned Burum would have him killed

for talking to them.

“Were you afraid Mr. Burum might kill you if you were talking to the DA’s office?”

Aleman tried to duck the question and then Keller asked him if the DA’s office had taken steps to protect him. He said it had not.

“Has anyone ever tried to kill you?” Keller asked.

Aleman conceded that had not occurred but said “I have suspected hacking.”

“We all get hacked,” said Keller, pressing beyond that to remind Aleman that he had told investigators that Burum would kill him.

Aleman said that what he meant was Burum had considerable “political reach at that time. I said that I was very fearful because of his connection to various political figures, including the district attorney himself.”

On Wednesday morning, June 14, Raj Maline, Erwin’s attorney, began his re-cross examination of Aleman. An issue he took up was the use of the assessor’s office’s administrative division for political purposes while Aleman was assistant assessor. The previous day Aleman had testified while under questioning by Mandel, that “Mr. Erwin had been working on a blog that was critical of Mr. Hansberger” and mentioned the denishansberger.com site. When Mandel asked him if it was his understanding that Mr. Erwin was also involved in using the assessor’s office for political purposes, he answered “yes” and said that Erwin would come to him when he was working on political activities.

Maline managed to get Aleman to acknowledge that he and Postmus had worked in conjunction with William Fanning, who made a practice of purchasing domain names based upon elected officials and likely political candidates. This enterprise would churn a profit, or attempt to, in any of several ways. One was holding those domain names hostage and then selling them to the office holder or would-be politician at

## San Bernardino County Coroner Reports

Coroner Case #701703976 On Monday, 06/05/2017, at 9:10 am, Colton Police officers responded to a 911 call in the 1400 Block of E. Santo Antonio Drive in Colton. When officers arrived on scene they found Damani Troutner, an 18 month old female unresponsive in an apartment. Paramedics arrived on scene and confirmed the death. Anyone with information is urged to contact the Colton Police Department at 909-370-5000. An autopsy will be performed to determine the cause of death. [06062017 0210 EM]

Coroner Case #701703939 On Sunday, 06/04/2017, at 3:06 AM, the California Highway Patrol responded to a wrong way driver that struck multiple vehicles on the eastbound Interstate Highway 10, just east of Etiwanda Avenue in Fontana. The driver of one of the vehicles that was struck was a 38 year old Hispanic Female, possibly from Hemet. She was found to have traumatic injuries and was transported to Arrowhead Regional Medical Center where she was pronounced dead at 4:03 AM. When next of kin has been located and notified, her name will be released. The California Highway Patrol is investigating the incident. [06052017 0040]

Coroner Case #701703938 On Sunday, 06/04/2017, at 12:46 A.M., the San Bernardino County Sheriff's Department (SBSD) dispatch received a 911 call regarding a two vehicle traffic collision which occurred at the intersection of Hellman Avenue and E. 8th Street in Rancho Cucamonga. The driver of a Nissan Maxima was traveling southbound on Hellman Avenue and struck a Chevrolet Silverado which was traveling eastbound through the intersection. The truck sustained major damage and a passenger of the vehicle was ejected and later pronounced dead on scene by paramedics at 12:53 A.M. The decedent was identified as Abel Rivera, 59 years old of Fontana. The SBSB is investigating the collision. [06042017 2355 EM]

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### SEBA Became Political & Fund Laundering Arm Of Colonies Partners, Aleman Claimed from page 17

an exorbitant rate. Another was to cooperate with the office holder or candidate by setting up a web page to promote that politician or his candidacy, getting paid for doing so. Yet another was to work with the politician or office holder's opposition to create a web site damaging to the politician and get paid by the opponent for that work. Maline attempted to ask about Aleman's connection to legal action supervisor Dennis Hansberger had taken in September of 2007 seeking to get an injunction against the use of the domain name dennishansberger.com. Aleman managed to confound Maline by saying he had no recollection of the legal action Hansberger had taken. He did though, as he has done previously, work into his response information calculatedly damaging to Maline's client, in this case noting that Erwin, who at that time held the other assistant assessor's post, was himself involved in the political activity relating to dennishansberger.com as part of an effort to promote the supervisory candidacy of Neil Derry.

This is at a variance with testimony Maline

extracted from previous witnesses to suggest Erwin, whose assistant assessor's assignment extended to that portion of the office involved in operations, i.e., the actual assessing of property for tax purposes, had been a whistleblower with regard to the political activity in the assessor's office. Erwin resigned from his position in October 2007 and the following month went to the district attorney's office with complaints about the political activity in the administrative division.

Remaining true to the established pattern of the defense making more thorough and imaginative use of the technical resources available in a modern courtroom than has the prosecution, Maline made an effort to reverse the gains Mandel had achieved with the playing of the 40-minute audio tape excerpt by utilizing the court's overhead visual projectors to play a video of portions of the same November 1, 2008 interrogation.

Maline noted, as had Keller before him, that the first hour-and-a-half of the interrogation dealt with issues wholly separate and aside from the Colonies lawsuit settlement. That was because, Aleman said, he was involved in the assessor's office scandal and he was for the most part moving through the information he had in a chronological fashion.

Maintaining his animated and intense approach, Maline then casually slipped in a set of questions to set up a display he and the other defense attorneys project might recapture the ground lost to Mandel on the previous day. Maline noted that well into the interrogation, there had been a break in the session. Upon returning to the interrogation room, investigator Morey Weiss broached with Aleman the subject of blackmail. Maline asked what the investigators meant by that. Aleman responded that he could not peer into their minds. "They started asking about blackmailing," Maline said. "They never asked about it before. Didn't that seem kind of strange?"

"No," Aleman responded.

Maline then rolled a portion of the video of the November 1, 2008 interrogation. In that excerpt, the positions at the table where Aleman and his lawyer, Grover Porter, were sitting previously are empty, indicating, as was suggested by Maline with his previous questions, that Aleman and his attorney have yet to return from the break. Off camera, but audible, are Randles, who goes by the nickname "Bud," rather than his first name Hollis, and Weiss.

"Bud, basically we just, go at it with this intimidation factor and uh, all this that uh, he's -

he's trying to say but not saying," Weiss can be heard saying.

"And get what?" Randles responded.

"Just that it was Bill being blackmailed by them for the settlement," said Weiss.

"Okay, that's good," said Randles.

"Yeah," said Weiss.

Upon returning to the room, after Porter mentions that he will need to leave at some point because of another engagement, the questioning of Aleman resumes, with Weiss asking, "And you, you talked about this intimidation factor and, and things of that nature with Bill and that they've got private investigators sitting on Bill at all, you know, things - - do you think anybody was holding something - - you know, I mean - - it sounds to me like it may have been common knowledge amongst all these people about Bill's lifestyle."

Thus, Maline suggested, Aleman was being prompted in the direction he was expected to take by the investigators.

By Wednesday of this week, both the prosecution and defense were through with Aleman, who had spent more time on the witness stand than any other witness, including Postmus. Dennis Wagner, the interim county counsel who was the county's top in-house lawyer from May 2006 to November 7, 2006 as the legal battle over the

Colonies project was reaching its acrimonious crescendo, followed him to the stand.

Already, both juries hearing the case have heard extensive testimony from several of the lawyers who were involved in defending the county against the Colonies Partners' lawsuit, both those working for the county's stable of staff attorneys, known as the office of county counsel, or ones in private practice retained by the county. Wagner is valuable to the prosecution from two perspectives. Wagner had been a member of county counsel as a line attorney from 1994 to 2004, at which point he went into private practice. In 2006, however, he was prevailed upon to come back to the county by Postmus, who had been a client of another member of Wagner's firm, Tristan Pelayes. Postmus at that time was militating in favor of a settlement of the Colonies lawsuit, and was displeased with what he considered the resistance of the county's lawyers in working toward that end. The county counsel immediately preceding Wagner's appointment, Ron Reitz, had resigned over his unwillingness to comply with Postmus' increasingly surly demands that the settlement be effectuated. In hiring Wagner, which he did unilaterally in his capacity as board of supervisors chairman

pursuant to a later confirmation vote by the full board, Postmus had the expectation that Wagner would usher the county's legal team toward the acceptance of a settlement.

Wagner, however, remained steadfast with the attorneys he oversaw, who continued to oppose a settlement, even in the face of the county's apparent setback with regard to the matter in a bench trial that was ongoing before Judge Christopher Warner at the time Wagner was hired. On July 31, 2006, Warner issued his statement of intended decision on that case, which he had heard as both judge and jury between April and June of 2006. Warner found Burum to have been a credible and forthright witness and he characterized the county's flood control district director, Ken Miller, as having been evasive on the witness stand. Warner's tentative ruling stripped the county of its flood control easements on the Colonies property that was at issue in the lawsuit.

In the face of Warner's ruling, the county's lawyers were advising the board of supervisors to wait for the decision to be finalized and to then appeal it to the appellate court in Riverside, which had overturned a ruling by the judge previously hearing the case, Peter Norell, who had entered

*Continued on Page 19*

## County Wildlife Corner

## The Golden Mantled Squirrel

The golden-mantled ground squirrel, known by its scientific name *Callospermophilus lateralis* is a ground squirrel often mistaken for a chipmunk that is present in the mountains in San Bernardino County and generally in mountainous areas and forest habitats as well as rocky meadows and sagebrush flats of western North America. *Spermophilus lateralis* is known to survive at altitudes as high as 14,115 feet at Pike's Peak in Colorado, and thrives at the 4,000 foot level in the northern Sierra Nevada mountains of California, as well as within the mixed coniferous forests of the Klamath, Cascade and Sierra Nevada ranges, up to and above the timberline, in forest-edged meadows and the chaparral habitat in southern California. *Spermophilus lateralis* is abundant in campgrounds where the squirrels are treated to human handouts.

A typical adult ranges from nine to 12 inches in length and from four ounces to 14 ounces. Strikingly colored, *spermophilus lateralis* has a golden-red mantle that extends from the head down over its shoul-



ders. One white stripe, bordered by two black stripes, extends horizontally down the body, similar to chipmunks. Although chipmunks have a white stripe through their eyes, *Spermophilus lateralis* has a whitish fur eye ring and no facial striping. The back is gray, brownish or buff, and their undersides are whitish or yellowish-gray. The tail is brownish-black above, and reddish brown on the underside. Winter pelage is grayer and the mantle is duller. The species is sexually dimorphic, with males having a brighter red mantle as well as a significantly larger brain size.

A hibernator, it builds up its body to make it through its winter asleep, and also stores some food in its burrow, like the chipmunk, for consumption upon waking in the spring. Both the golden-mantled ground squirrel and the chipmunk have cheek pouches for carrying food. Cheek pouches allow them to transport food back to their nests and still run at full speed

on all fours.

It eats seeds, nuts, berries, insects, and underground fungi. It is preyed upon by hawks, jays, weasels, foxes, bobcats, and coyotes.

Male golden-mantled ground squirrels are polygynous. After emergence from hibernation, they compete with each other to establish territorial boundaries. Male territories encompass the territories of several females. When females emerge from hibernation roughly two to three weeks after the males, they typically mate with the male on whose territory they are found.

The gestation period is 26 to 33 days, with young being born from May to the beginning of September, depending on altitude. Most litters arrive from May to late June. Females have one to two litters per year. Litter size ranges from two to eight pups, averaging five. Litter size is larger at lower elevations.

Like many rodents, *spermophilus lateralis* pups are born hairless except for tiny whiskers and hairs on their head, toothless, their toes fused together and their ears closed. Their fur and stripes become



visible after a week and their teeth erupt, ears open after two weeks. They begin to eat solid food at around a month old, at which time their growth rate is rapidly accelerated. Pups leave the natal burrow when they are roughly 25 percent of the adult body size, and are weaned sometime after they are 29 days old.

Care for the pups is provided by the female only, and that declines 2 to 3 weeks after the pups leave the nest, after which the female becomes antagonistic towards her offspring. Females and males reach sexual maturity within the first year.

The likely lifespan golden-mantled ground squirrels has been documented as an average of seven years in the wild, and five years in captivity. This does not take into account juvenile mortality, much of which must remain unknown to observers. The relative longevity of animals in the wild is atypical, as captive animals not fac-

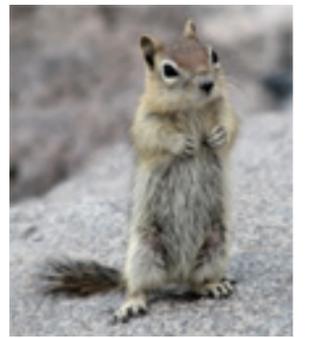
ing dangers of predation and food shortage typically live longer than their wild counterparts.

This species of ground squirrel is classified as asocial, which is the least social out of five social group types. Cohesiveness between individuals has only been seen in brief intervals between males and females when breeding, for a longer duration between females and young until dispersal and between littermates until dispersal.

The home range of *spermophilus lateralis* varies from a half acre to two-and-a-half acres, depending on vegetation density. Females and males do not share territories, which include their burrow and up to 90 feet surrounding it, except during the mating season, when males overlap their territories with females.

Fighting occurs occasionally between adults.

Despite their occasional hostility toward one another, golden-mantled ground squirrels are known to make alarm calls to warn others of danger from predators. This behavior imparts a potential cost to the caller, as it allows a



predator to focus on it. It may succumb to predation because it has given the call. This type of behavior is typically seen only in species where kin are likely to be alerted and saved because of the alarm call. This behavior, then, may be considered a kind of kin preference, even if other behavior of the squirrels does not seem to indicate preferential treatment of kin.

Golden-mantled ground squirrels are mostly diurnal, but can be active at any time during the summer. They hibernate in areas where the ground freezes, or is covered in snow. Hibernation begins between late August and November, depending on elevation, and ends between late March and May. The squirrels curl up in a ball to minimize surface area. Hibernation is broken up into bouts of torpor, interspersed with wakeful periods.

### Aleman Is Nothing But A Liar, Defense Attorneys Claim

from page 18

a finding that the easements had been abandoned. Simultaneously, Wagner had launched a complaint to the California Commission on Judicial Performance with regard to both judges, Norell and Warner, based on a report from Hesperia Mayor Jim Lindley which reached him through deputy county counsel Carol Greene, that Burum had been a golfing partner with one of the judges hearing the case. Wagner and the county's attorneys were

still advocating appealing the matter and were advising the supervisors against settling the case while awaiting the outcome of the Commission on Judicial Performance inquiry when the board of supervisors in the fall of 2006 persisted in considering a series of settlements. This prompted Wagner to inform the board he would not sign off on any settlement. On November 7, 2006, the board in closed session voted 3-2 in favor of a settlement of the suit that contained a monetary payout and land exchange element. That proposal failed, however, because the inclusion of land in the deal necessi-

tated approval by at least four supervisors. At that point, Wagner tendered his resignation, though he helped in transitioning supervision of the office to his successor, Ruth Stringer. Wagner's departure came 21 days before the board's 3-2 vote on November 28, 2006 to settle the matter for \$102 million in cash. In this way, Wagner was not party to the subsequent efforts by the county to recover insurance money to cover the settlement cost. He thus never contended, as did the lawyers that remained with the county after the settlement, that the settlement could in any fashion be consid-

ered a reasonable one.

Under direct examination by Supervising San Bernardino County Deputy District Attorney Lewis Cope, Wagner testified, "I had no idea how crazy the board of supervisors was when I came in as county counsel," referencing what he characterized as "the fighting and infighting among board members. It was a difficult time period." While the Colonies lawsuit represented problems and tremendous complication, Wagner said, he and his team of lawyers were further bedeviled with challenging "interactions with board members" as well as "leaks from closed

session."

Wagner told Cope he informed the board, "The best course of action would be to file an appeal." A majority of the board was gravitating toward settlement, Wagner said, though he added that the opposition of supervisors Josie Gonzales and Dennis Hansberger prevented the inclusion of county land in making that closure.

Wagner maintained his resistance and that of the other attorneys to the settlement was based both on the merits of the county's position as well as on the consideration that settling the matter anywhere near the terms

demanding by the Colonies Partners would be deemed unreasonable and potentially a "gift of public funds" which would complicate the county's ability to pursue its own litigation against the City of Upland, Caltrans and the transportation agency for the county, all of which the county's lawyers felt had greater responsibility with regard to the situation vis-à-vis the Colonies Partners than the county did. Wagner said he told Postmus and the other supervisors that he would not remain as county counsel if they insisted on settling the

Continued on Page 19

# California Style To Maxi



A favorite statement piece for summer is



the Maxi Dress and it looks like it's making a



comeback this season. And why not? It's easy to dress up or down and perfect for any occasion. They're colorful, striped, halter, off the shoulder, and ready to make an impression. The maxi dress is coming in at comfy, with a hint of fancy,

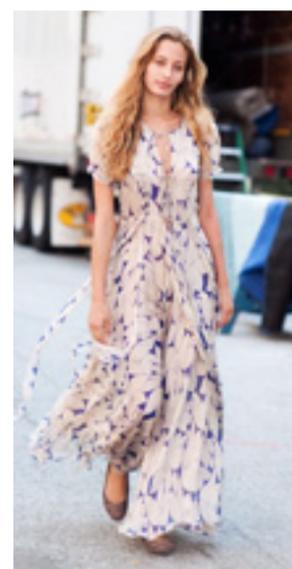
*By Grace Bernal*

making a cool trend as the weather heats up. With its light material, it's perfect for summer and can take you from a day outing to an evening event. Dig through your closet or add a new one to your wardrobe and get

maxi ready. Wear them at a length that's perfect for you with a simple sandal or a matching statement shoe. Maxi dresses are coming with a new feel of originality as we make progress toward the dog days, so make it work for you, no matter where you're heading. Enjoy the maxi!



*Maxi dresses are also my best friend. They take me from my morning coffee, to the beach, to nighttime.* -Hilary Rhoda



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

## Worth The Price Of Admission: Larson And Wagner Going Toe-To-Toe from page 19

case. "I simply advised Postmus of my intentions that I would not be there if this thing were to pass," Wagner said.

Stephen Larson, the lead defense attorney for Burum, began his cross examination of Wagner on Thursday. Larson propounded in his questioning the assumption that the Colonies Partners' lawsuit was an entirely legitimate one in all of its aspects and that the county coming to an accommodation with the development company based on the facts of the matter and especially in light of Warner's ruling was absolutely reasonable.

While Larson's questioning of Wagner began civilly enough, it grew increasingly tense as it progressed. Larson at one point sought, but

failed based upon a ruling by Judge Michael Smith, to demonstrate that Wagner had misled the Commission on Judicial Performance by suggesting that Lindley had personally overheard Burum brag that he had golfed with one of the judges hearing the case.

The complaint was an effort by Wagner and the county's lawyers, Lar-

son said, "to poison the settlement."

Wagner took umbrage at Larson's suggestion, insisting that he had a duty to determine if the judicial process had been tainted, and that he was "simply documenting what I'm ethically bound to do. You know that."

As it turned out, the commission did make a finding that brought

Norell into disrepute, but stopped short of a determination that Warner had acted improperly. Larson insisted that the commission's findings would have in no way impacted upon Warner's decision.

Nevertheless, Wagner held that Warner's decision was fraught with error and would have very likely been overturned

upon appeal. He said Warner's characterization of Miller as deceptive was "ludicrous." Moreover, he said, the Colonies were claiming damages they could not substantiate. "It was essentially the Colonies word what they felt they were entitled to as far as damages," he said.

Larson did get Wagner to acknowledge that

the county had lost decisively in the case heard by Warner, at least insofar as Warner's ruling went, which Wagner admitted "slammed the county." And in response to Larson's pointed question, he said "The county was spending a boatload of money" on lawyers.



## ARMC Makes Transfer Pact With Desert Valley from page 7

facility must accept the transfer of the patient, if the receiving facility has the capacity to treat the patient."

Under the transfer agreement each health-care facility has responsibility to maintain physician communications, coordinate the patient transfers, and transmit information and patient medical records. Each entity is entitled to pursue payment for services

rendered on its own behalf via State Medi-Cal, Federal Medicare, and private insurances. According to Ron Boatman, ARMC Associate Hospital Administrator, at any given time the county has patient transfer agreements with five to seven hospitals in the region.

"In the case of Desert Valley, I don't see us sending patients to them," Boatman said. The most likely scenario of the transfers being actuated, Boatman said, would entail the bed capacity at Desert Valley

being exceeded or "if a higher level of care need" manifested at the desert hospital, such as when a patient at Desert Valley had "a need for surgical intervention" when a surgical team was not available there. Desert Valley would transfer its patients if the hospital doesn't have the ability or capacity to provide care. If a higher level of care is needed, we would provide it."

The goal of the county hospital is to ensure adequate medical care is available to all county residents, Boatman said.

In this way, Arrowhead Regional would provide that care if it was not available elsewhere.

Arrowhead would be able to tap into Medi-Care or whatever insurance the patient had access to so as to cover its costs. But, Boatman said, "As you may know, we are a safety-net hospital and deliver high quality care to all who need it. The real premise of patient transfers is not financial. These agreements are not based on a patient's ability to pay. They are based on medical need. If the facility

can meet the need, they offer treatment. If they can't, they have an arrangement where they can send their patients to another facility."

Boatman said the terms of the agreement are reciprocal, so under extraordinary circumstances, Arrowhead could send some of its patients to those hospitals with which it has these arrangements. "If there were to be a disaster, it could occur," he said. "In my tenure here, that has not happened."

-Mark Gutglueck