

## Airport Board Guarantees Devereaux & Hughes \$1.4M In Consulting Work

By Mark Gutglueck

In a move that immediately raised concerns that a revolving door ethos may have infested the management echelon at Ontario International Airport, the agency overseeing the airport's operation has given lucrative consulting contracts to former San Bernardino County Chief Executive Officer Greg Devereaux and Chris Hughes, who



Greg Devereaux

succeeded Devereaux as Ontario City Manager in 2010, when Devereaux

left Ontario to take on the top administrative post with the county.

Ontario Airport has only recently returned to local control, after nearly a half century of being under the professional management of the City of Los Angeles, the Los Angeles Department of Airports, and the corporate entity Los Angeles uses to operate its aviation facilities, Los Ange-



Chris Hughes

les World Airports.

The incestuous nature of the hirings was at once

a major topic of discussion among many inside and outside of politics in San Bernardino County.

Devereaux was Ontario city manager from 1997 until he was prevailed upon by the county, in the form of then chairman of the board of supervisors Gary Ovitt, to take on the position of county chief executive officer in January 2010. Ovitt had been **See P 3**

## Council Hopes Travis-Miller's Second Tour Of Duty Will Last

In her second go-round as part of the management echelon in the City of San Bernardino, Andrea Travis-Miller has locked in what is represented as being a long term arrangement that would likely keep her in place as city manager until she retires, which would be five years or more down the road. An attorney, Travis-Miller seemingly abandoned the realm of municipal and government management at a point midway in her career to concentrate on practicing law. But she returned to government service six years ago and now seems purposed to dedicate herself to municipal management in San Bernardino, where the most dramatic and eventful chapter of her well-traveled experience in the last half dozen years played out.

Travis-Miller was in her mid-30s when she acceded to the position of La Mirada city manager in 2001. She remained in that position until 2008, at which point she went to work with a law firm. In 2011, she agreed to become San Bernardino deputy city manager under then-city manager Charles McNeeley.

McNeeley, city department heads, senior staff and line employees were struggling with sharply dwindling revenues that forced the city to cut services. With no economic turnaround in sight, McNeeley was faced with the uncomfortable task of asking the city council to declare a state of fiscal emergency. Given the divisiveness on the city council and the politically charged atmosphere in which the mayor was at odds with the elected city attorney, McNeeley, **See P 19**

## Judge Tempers Denial Of Injunction With Finding Annexation Suit Has Merit

By Ruth Musser-Lopez and Mark Gutglueck

The judge overseeing the San Antonio Heights Association's challenge of the recently effectuated dissolution of Upland's municipal fire department this week turned down the citizen collective's request for a temporary injunction. The injunction would have prevented the col-

lection of assessments accompanying the annexation of the City of Upland and neighboring San Antonio Heights into a fire protection zone. It thus appears, pending appeal, that Upland and San Antonio Heights will be forced at least for a while and perhaps forever to pay a fire protection zone tax that was originally voted on

more than a decade ago by 1,000 people in a desert community some 48 miles distant. Within the last two years, that zone in the Helendale/Silver Lakes area, known as Fire Protection Zone-5, has been utilized as a catch-all administrative entity and county taxing authority by the county and three other San Bernardino County cities to

effectuate the shuttering of their local fire departments and turn them into divisions of the county fire department.

Despite the setback the San Antonio Heights Association suffered with Judge David Cohn's denial of the request for an injunction, there was language in Cohn's findings that offered more than a ray of hope that

there is a sound basis for the overarching legal challenge the San Antonio Heights Association has made of the fire zone annexation tax, which was forced on both Upland and San Antonio Heights by a series of administrative procedures perpetrated by the Upland City Council, the Upland city manager, the San Bernardi- **See P 2**

## Divided Fontana Council Accepts Ward Map Over Public Protest

A sharply divided Fontana City Council on July 25 approved an electoral map with four council districts which can be best described as northwest, northeast, central and south.

Prior to its adoption, the map was referred to as Draft 6. Upon finalization later this month, it will be the master chart for the city's council wards, and will go halfway into effect in 2018 and be fully implemented by 2020.

With mayor Acquanetta Warren and councilmembers John Roberts and Jesse Armendarez in support and councilmen Jesse Sandoval and Michael Tahan in opposition, the decision was to have Districts 1 and 4 which are delineated in the Draft 6 map up for election next year and Districts 2 and 3 up for election in 2020. The mayor will continue to be elected at large.

Under the map approved, District **See P 3**

## Something's Up: Flurry Of Suit Settlements Signals Possible Jailhouse Abuse Indictments

It was revealed this week that within the last month, San Bernardino County cleared the books of four further federal lawsuits relating to mental cruelty and physical abuse perpetrated against current and former West Valley Detention Center inmates.

The four suits on behalf of four inmates who settled in July for the relatively paltry sum of \$60,000 total were proceeded by the settling of seven lawsuits pertain-

ing to a total 32 current or former inmates at the jail in Rancho Cucamonga for \$2.745 million in June.

The lawsuits were in large measure an outgrowth of the FBI's 2014 confirmation that the abuse was occurring at the facility. In late February 2014, the FBI was provided with a report of widespread abuse of inmates at the jail. In early April 2014, during the early stages of the federal inquiry, three deputies

were "walked off" the grounds of the facility by federal agents. Those three were identified as Brock Teyechea, Nicholas Oakley, and Andrew Cruz, all of whom had not yet been with the department a full year and were thus considered to be within their probationary term where they could be fired at will. They were terminated on the strength of the FBI's initial findings. Another deputy working detention detail **See P 3**

## Recent Shifts In Ownership & Approach At Chino Valley Retail Centers

The retail sales outlook in Chino Valley has changed in recent weeks. The Spectrum Towne Center in Chino has been sold and the owner of the Gordon Ranch Marketplace has abandoned a long running effort to bring in a major tenant in favor of filling a gap at that center with as many as two dozen shops and offices.

Last month, the Chino

Spectrum Towne Center, located on Grand Avenue near its confluence with the 71 Freeway on the Chino side of the Chino/Chino Hills City Limits, changed hands.

Chino Spectrum Towne Center boasts Nordstrom Rack, Marshall's, Best Buy, Kohl's, Sam's Club, Walmart, Aki Home, Pier 1 Imports, and DSE as its major tenants.

MetLife Investment Management picked it up for \$144 million from Vestar Development Company. Savills Studley was the broker on the deal, which entailed over 830,000 square feet under roof.

Gordon Ranch Marketplace, which from 1992 to 2006 hosted what was when it opened a top-state-of-the-retail-industry 47,263-square

foot Ralph's full service grocery store, was challenged in 2005 when Ralph's did not renew its lease and left the following year. In 2008, Gordon Ranch was able to partially offset that loss by attracting a 15,300 square foot Fresh 'n Easy market. Fresh 'n Easy remained until 2015. With the departure of Fresh 'n Easy, an effort to interest a major retailer ensued.

But according to Paul Justice, the director of tenant development at the center, the pursuit of a major anchor tenant has fallen short.

Justice said a command decision has been made to reconfigure the center, located at Chino Hills Parkway and Eucalyptus Avenue, and re-present it to potential entrepreneurs using a model better **See P 19**

### Judge Denies Injunction But Recognizes Basis For Annexation Protest Suit *from front page*

no County Local Agency Formation Commission and the San Bernardino County Board of Supervisors.

In processing the application which originated with the city council and was formally filed by Upland City Manager Martin Thoevenell on December 5, 2016, the Local Agency Formation Commission called for having the entirety of the Upland City Limits and the all of neighboring San Antonio Heights, an unincorporated community, annexed into the county fire district and Fire Protection Zone-5 (FP-5), which was created to serve the Mojave Desert communities of Helendale and Silver Lakes. Neither Helendale nor Silver Lakes is contiguous to Upland or San Antonio Heights, lying roughly 48 miles away as the crow flies or at some 65 miles driving distance away. The deal was sealed without a vote of approval by the residents to be annexed into the zone. Rather, through a so-called protest process, all landowners and citizens impacted by the takeover were invited to lodge letters or certifications of protest. All such protest letters or affidavits were registered as a vote against the annexation. Those who did not lodge such a protest certification were deemed to have voted in favor of the annexation. Under the rules the Local Agency Formation Commission applied, if 25 percent of the residents or landowners had lodged protests, then a straightforward up-or-down vote on the annexation would have been held. If more than 50 percent had registered protests, than the annexation would have been abandoned entirely. At the close of the protest period in July, there were insufficient protest registrations to prevent the annexation from proceeding. During the open protest period, 4,930, or 11.9 percent, of the 41,301 registered voters in Upland and San Antonio Heights protested

against the annexation, and 4,621, or 13.2 percent, of the 35,526 property owners protested.

Consequent to the FP-5 annexation was that each parcel owner in Upland and San Antonio Heights would be subjected to a \$148.62 per year assessment to be collected by the county to partially defray the cost of the fire protection service operations of the county fire department in the two communities. Prior to the annexation, residents in both Upland and San Antonio Heights had been provided fire protection service, the cost of which was previously defrayed by the ad valorem, i.e., property tax, those residents routinely paid. In the case of Upland, that fire protection was provided by the Upland Fire Department, and in the case of San Antonio Heights, by the county fire department. The imposition of a special parcel tax on top of taxes those residents were already paying to provide for a service long considered to be a basic element of the local governmental function resulted in no little consternation among a significant number of those residents.

It was in large measure this bypassing of what a cross section of residents in both Upland and San Antonio Heights considered to be their right to vote under Proposition 26 on the imposition of any new tax they were to pay which led a number of residents to band together under the aegis of the San Antonio Heights Association to launch a legal challenge of the annexation.

Three similar fire department annexations had taken place in San Bernardino County in the two years prior to the Upland Fire Department takeover: in San Bernardino, Twentynine Palms and in Needles. The move to replicate in Upland and San Antonio Heights what happened in those three places, however, was met somewhat differently the fourth time around. A number of well-heeled residents in San Antonio Heights were prepared to spend money – far more money than they would pay in terms of the as-

essment – to hire legal representation and contest the dictate of local government.

Retaining Upland-based attorney Cory Briggs and Anthony Kim, the San Antonio Heights Association filed suit in early July, prior to the deadline for the protest period having ended. The suit is intended to unwind or undo the zone tax on the basis of the contention that it was illegally imposed.

The City of Upland, the county and the Local Agency Formation Commission are relying on the authority of a case, *Sunset Beach vs. Orange County Local Agency Formation Commission*, in confidently pronouncing that the annexation of Upland and San Antonio Heights into Fire Protection Zone 5 is permitted. The *Sunset Beach* case involved some residents of *Sunset Beach*, which was an unincorporated county area in Orange County adjoining and partially surrounded by Huntington Beach, objecting to paying preexisting Huntington Beach improvement zone assessments after *Sunset Beach* was annexed into Huntington Beach. Those *Sunset Beach* residents maintained they had not voted on those improvement assessments and therefore should not be forced to pay them. After the trial court agreed with the plaintiffs, the Orange County Local Agency Formation Commission appealed to an appellate court, which ruled that the *Sunset Beach* residents had to accept the assessments once they were a part of the city.

Briggs has posited in the San Antonio Heights Association suit that the circumstance involving Upland and San Antonio Heights is significantly different from that in *Sunset Beach*. In the first place, *Sunset Beach* was an unincorporated county area that was annexed into an existing municipality and *Sunset Beach* was contiguous with Huntington Beach.

In the case of Upland, it is not an unincorporated county area but an existing municipality that is being annexed into an unincorporated division of the fire district.

Furthermore, whereas Huntington Beach was immediately adjacent to *Sunset Beach*, both Upland and San Antonio Heights are far removed from Helendale and Silver Lakes, and are in no way adjacent or contiguous. Nor are San Antonio Heights and Upland in Helendale's or Silver Lake's sphere of influence.

Briggs maintains that while the agency has the right to annex property into a municipality and its existing improvement zone and assessment district and impose assessment fees in accordance with the provision of those improvements, the annexation of a territory into a service zone is illegal and thus a special service tax in that zone cannot be imposed. The term "service zone" applies to a special tax area of a "district" or "special district," all terms which are legally defined in the government code, according to Briggs. Briggs draws a distinction between districts/special districts as opposed to assessment districts, which are defined in the Health and Safety Code.

The city, county and the Local Agency Formation Commission have relied upon the *Sunset Beach* case to assert Upland and San Antonio Heights being annexed into Fire Protection Zone 5 is permitted because a zone's service tax may be "extended" into an annexed area just as an improvement district assessment is extended when a territory is annexed into a district or city with an improvement district.

Briggs maintains the annexation is being done not for improvements but for service. "Improvements are for structures and buildings," according to Briggs. "Fire protection services are something else and treated differently under the law."

Briggs also maintains the California Constitution and Propositions 218 and 26 have some bearing on the matter. "When you do an annexation you can continue the tax that was already there in the affected territory," Briggs asserted. "We don't have that

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here. We have a tax in another territory being exported." Briggs said. Moreover, Briggs said, there was a commitment made when the Helendale/Silver Lakes FP-5 zone was created that the tax area would not be expanded nor that there would be any increase without a vote. "Helendale said we won't make this area bigger without going through the procedures to make the territory bigger," Briggs said. "We didn't ask anyone in Helendale if they now want this tax expanded elsewhere," he said. "This annexation is illegal."

Last week, Briggs argued in court before Judge Cohn that an injunction should be granted to prevent the county and its Fire Protection District-5 from proceeding with the assessments while the lawsuit is yet pending. Cohn said at that time he would issue his decision on whether to grant the motion for the injunction in writing. This week, Cohn entered that decision in writing, denying the request for the injunction and further weighing in on a central element of Briggs' contention, that the the *Sunset Beach* case is distinguishable in several ways from what occurred in Upland and San Antonio Heights. In much of the language of his decision, Cohn appeared to break off or blunt several prongs in Briggs' suit on behalf of the San Antonio Heights Association.

Nevertheless, Cohn gave the first tangible indication that he sees merit with regard to a crucial element to the plaintiff's case, and thus grounds to

unwind, further down in the litigation process, the annexation. More significant yet, Cohn shied away entirely from carrying out an analysis of the aspect of the case tied into Proposition 26, an untested area in the law that has yet to be explored in any previous case. Cohn's reticence on the Proposition 26 issue at this point, taken together with the comprehensive language contained in Proposition 26 which goes well beyond the language of Proposition 218, is a signal, legal observers said, that the city, the county and the Local Agency Formation Commission are going to be given a run for their money in making sure the imposition of a new "annexation" tax is sustained.

Early in his written decision, within the introduction, Cohn spells out that he is not going to grant the injunction.

"Petitioner has failed to demonstrate that the balance of interim harm, if the injunction is denied, weighs in its favor," wrote Cohn. "Respondents have shown that an injunction would disrupt the provision of fire protection services in the affected communities if the injunction is granted, placing the entire community at risk. In sharp contrast to this palpable harm, the taxpayers of Upland and San Antonio Heights, whom petitioner purports to represent, may have an adequate remedy at law – a return of taxes paid (approximately \$150 per parcel per year) if petitioner ultimately prevails on the merits. The court there-

*Continued on Page 4*

## All But One Of Cluster Of Lawsuits Growing Out FBI's 2014 Probe Of RC Jail Now Settled

from front page

at West Valley, Daniel Stryffeler, voluntarily resigned when confronted with evidence against him. In October 2014, deputies Russell Kopasz, Robert Escamilla Robert Morris, Eric Smale were placed on paid administrative leave and subsequently let go. Also caught up in the scandal and fired were two civilian jailers, Brandon Stockman and another with the last name of Neil, whose first name is nowhere available in public documentation.

The sheriff's department maintains the problem was stemmed with the sackings of Teyechea, Oakley, Cruz, Stryffeler, Kopasz, Escamilla, Morris, Smale, Stockman and Neil. In one of the original lawsuits, however, attorneys Stan Hodge, Jim Terrell and Sharon Bruner maintained that sheriff John McMahon and lieutenant Jeff Rose, who oversaw the operations at the West Valley Detention Center, along with and other subordinate administrators "had knowledge that the abusive conduct by which the plaintiffs were

deprived of their civil rights were taking place and were going to take place in the future and failed to take any action to cause the violation of plaintiffs' rights to be prevented." Hodge is a former San Bernardino County Superior Court Judge."

Between July 13 and July 20, former and current inmates Anthony Gomez, Keith Courtney, Daniel Vargas Jr., and Mario Villa signed settlement agreements for \$20,000, \$20,000, \$10,000 and \$10,000, respectively. All four were represented by attorney Robert McKernan.

The stampede to settle in less than 45 days eleven lawsuits dealing with allegations of abuse by 36 inmates was taken as a signal that something is up. Initially, the amount sought in the lawsuits filed in 2014 and 2015 sought actual and punitive damages well in excess of \$300 million. In their totality they were settled at less than a penny on the dollar. The federal grand jury that was impaneled to hear evidence about the abusive atmosphere at the West Valley Detention Center has either not yet returned an indictment, or if it has, did so under seal and the indictment has not been publicly revealed. Attorneys

have been tight-lipped with regard to what induced them to settle the lawsuits en masse, and whether that triggering factor is a pending criminal indictment, the prosecution of which federal prosecutors would very likely want to pursue without the complication of parallel civil litigation involving the same set of witnesses and defendants.

Another issue in the settlements is the status and credibility of the plaintiffs, all of whom were charged with crimes and nearly all of whom have been convicted of felonies.

Of the cluster of cases coming out of the FBI's 2014 investigation of the West Valley Detention Center, only one remains outstanding, that of Cesar Vasquez, whose lawsuit represents a payday potentially larger than that of any of the plaintiffs who have settled.

Of the plaintiffs who settled their cases in June, they received an average settlement of \$85,781.25.

The four who settled in July received an average of \$15,000.

Among those plaintiffs who settled, the one receiving the largest payout was former inmate Eric Smith who on June 27 settled the lawsuit he had brought in

January 2015 against the county, the sheriff and various other defendants for \$175,000. Smith's suit alleged that as an inmate at West Valley, he had qualified through good behavior for trustee status, which allowed him to function as a meal server within the jail. According to Smith's suit, trustees were subjected by deputies to an initiation/hazing practice which included being given repeated jolts from Tasers on multiple occasions as well as being subjected to sleep deprivation and calculated psychological torture.

Vasquez, like Smith, was subjected to repeated shocks from deputies' stun guns. In Vasquez case, there is graphic visual evidence of one of those occurrences, which consists of a video on the smartphone of now-cashiered deputy Nicholas Oakley taser-ing a helpless Vasquez who had been forced into a utility closet. Oakley gave his smartphone to another trustee, Lamar Graves, instructing him to capture the incident. The smartphone is now in the custody of the FBI and Vasquez's attorney, Scott Eadie, has made a subpoena request for the phone to be used as evidence in Vasquez's trial, now slated to begin next year. -Mark Gutglueck

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

By Count Friedrich von Olsen



Comes word now that U.S. Attorney General Jeff Sessions is investigating what looks to be a \$6 billion Democratic slush fund. That's right, the Democrats are alleged to be hiding from public view, and tapping into, a monetary reserve equal to roughly two-thirds to three-quarters of my own personal wealth...

You might well ask: "From whence did this slush fund originate?" The answer is it came as some kind of cockamamie pass-through of settlement money on lawsuits that did not make it into the U.S. Treasury but rather toward so-called "progressive" causes embraced by the Barack Obama Administration. It worked like this: Large corporations, banks and other wildly successful entities at the front of the capitalist line who found themselves to be the targets of regulators such as the Environmental Protection Agency or the Securities and Exchange Commission and the like would, upon their cases being adjudicated, be faced with fines or assessments. Others ended up in settlement negotiations. It seems former attorneys general Eric Holder and Loretta Lynch regularly arranged for major corporations to get out from under their debt to society by providing substantial "donations" to left-leaning groups like ACORN; UnidosUS, NeighborWorks America; the National Community Reinvestment Coalition; Operation Hope; the National Council of La Raza; and the Mutual Housing Association of New York. It doesn't appear that any right wing organizations such as the Parents Television Council, Americans For Prosperity or the Patriot Action Network came in for any of that largesse...

There is a strong case to be made that any real or punitive damages awarded in these cases should rightfully have gone directly to the U.S. Government, since the organizations getting the cash were not victims in the cases or parties to the lawsuits or enforcement action...

For a long time, it has been Republicans associated with slush funds and the negative connotations thereof, as in the first Richard Nixon slush fund scandal that almost derailed him as the vice presidential candidate in 1952 or the even more memorable Nixon slush fund culled from donations to his 1972 election campaign that went not for electioneering purposes but was instead used to buy the silence, after they were arrested, of his band of clandestine operatives and practitioners of skullduggery known as the White House Plumbers...

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

## Revolving Door Leads Devereaux & Hughes Into Consultancy Bonanza At Airport

from front page

Ontario mayor during the early years of De-

vereaux's tenure as city manager in Ontario.

In 1967, long before Ovitt or Devereaux had arrived on the scene, the then-current Ontario officials had made a com-

Continued on Page 17

after enough input from the public had already been gathered by the council.

One city resident, Amparo Miramontes, said it appeared the council and Warren in particular had turned a

deaf ear on the city's residents and had come to a conclusion on what form the map would take "before the meeting began" and that the hearing had been a charade. -Mark Gutglueck

## Fontana Accepts Ward Electoral Map Despite Citizen Reluctance

from front page

1 encompasses the northwest portion of the city, bordered by the city limits on the west and north, as well as by Sultana and Citrus avenues to the east and the line of demarcation with the unincorporated portion of Fontana to the south. District 2 is bordered on the North by Summit Avenue, Citrus and Almeria on the west, San Bernardino Avenue at the extreme south and Sierra Avenue to the east. District 3 is bordered by the city limits on the city's east side to the north, the logical extension of what would be Sultana Avenue as well as Sierra Avenue to the west after jogging eastward along Summit Avenue, on the south

along a line parallel to and roughly midway between San Bernardino Avenue and Valley Boulevard and the city limits to the east. District 4 is bordered to the north partially by San Bernardino Avenue and then Valley Boulevard after running southwest along Fontana Avenue, the city limits to the west, the city limits to the south and the city limits to the east.

Since the city's incorporation in 1952, the entirety of the council has been elected in at-large elections. The city has gone to a ward system in the face of threats by attorneys alleging that racially polarized voting has occurred in Fontana and that ward systems will increase the likelihood that protected minority members, such as African Americans and Hispanics will be more

likely to be elected under ward system elections than at-large elections. This has come despite the consideration that the council currently has one African American member and two Latino members.

Councilman Mike Tahan expressed a willingness to have a further set or round of discussions with regard to the most desirable form for the city's ward map before selecting one. He expressed disappointment that Warren pressed forward with having the council make a decision before that further input could be heard publicly.

Some city residents wanted three yet-unpre-viewed maps to be considered and others wanted a serious discussion with regard to dividing the city into six wards rather than four. Warren opposed a greater

number than four as being potentially chaotic. "We're better off with fewer districts than more districts," she said.

Councilman Michael Tahan said residents had been led to believe there would be an inclusion of further options and more discussion prior to a vote being made. He accused Warren of hurrying the process unnecessarily, while ignoring the input and feedback of residents in such a way that the wishes of the public were being ignored.

"It looks like it's being orchestrated," Tahan said, adding that "it doesn't make a difference what the public says." Tahan accused Warren of stampeding and bullying the council through the use of her mayoral authority.

Warren said she was simply being decisive and offering leadership

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# San Bernardino County Sentinel

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## Judge Tempers Injunction Denial With Finding That Annexation Protest Has Apparent Basis from page 2

fore denies the application for a preliminary injunction.”

Cohn then rained down on Briggs a further blow, enunciating that the case of Citizens Association of Sunset Beach is not distinguishable from the present matter involving the annexation of the City of Upland and San Antonio Heights into the county fire district.

“Petitioner attempts to distinguish Citizens Association of Sunset Beach on the ground that, unlike this case, it involved an ‘island annexation’ under Government Code Section 56375,” wrote Cohn. “This is a distinction without a difference. Although the case did involve an island annexation, the court addressed non-island extensions as well. The reasoning of the court in declining to apply Proposition 218 applies with equal force to annexations of any kind. Beyond the multiplicity of elections that might be required, neither Proposition 218 itself, nor any of the ballot materials presented to the electorate in connection with Proposition 218, mentioned taxes incident to annexation, although such taxes had been imposed for years. The court in Citizens Association of Sunset Beach noted that ‘more than a decade and a half prior to Proposition 218,’ the court in Metropolitan

Water District v. Dorff directly held that Proposition 13 did not preclude the application of a pre-existing property tax to land previously not part of an annexing water district to pay for that water district’s outstanding obligations.’ Nothing in Proposition 218 changed that longstanding law.”

Cohn dismissed another San Antonio Heights contention, “Petitioner also attempts to distinguish Citizens Association of Sunset Beach on the ground that Sunset Beach was a small community annexed to a much larger city, while this annexation involves the reverse dynamic,” wrote Cohn. “The argument is one of policy, better addressed to the Legislature. Nothing in the Citizens Association of Sunset Beach case depends or even mentions the relative sizes of the jurisdictions as a factor to consider. The sweeping pronouncement of Citizens Association of Sunset Beach appears to be all inclusive. Proposition 218 simply does not apply to annexations. Period. Therefore, if the annexation is valid, perforce the tax is valid. The issue, then, is whether the annexation is valid.”

Cohn moves on in discussing the validity of the annexation, further undercutting the plaintiffs, going so far as to state that the petitioner’s argument, based upon Government Code Section 56886 Subdivision (e), that the entity Upland and San Antonio Heights are being annexed into is not an “improvement district” but rather “a special tax zone” is an irrelevant distraction.

“Petitioner correctly observes that the San Bernardino County Fire Protection District is not an ‘improvement district,’” Cohn states. “An ‘improvement district’ is defined as a ‘district, area, or zone formed for the sole purpose of designating an area which is to bear a special tax or assessment for an improvement benefiting that area.’ The San Bernardino County Fire District was formed for a broader purpose – to provide fire protection services to residents of the district. But subdivision (e) does not provide or imply that it is only annexation to improvement districts which are permissible. Section 56021 specifically recognizes annexations to districts. The reason section 56886, subdivision(e), references an annexation to an improvement district as a permissible term and condition of a reorganization is because Government Code Section 56036 excludes improvement districts from the otherwise broad definition of districts. Therefore, while annexations to improvement districts may depend upon the authority of subdivision (e), annexation to districts do not. Subdivision (e) is simply a red herring – it has no application to the facts of this case.”

Still after dismantling many of the elements in the San Antonio Heights Association suit, Cohn turned to an issue which he said carries the possibility the suit may succeed.

“The annexation into ‘zones’ may be invalid,” Cohn pointed out. “The certificate of completion for the annexation, by

its terms, provided for ‘Reorganization to include annexations to the San Bernardino County Fire Protection district, its Valley Service Zone, and its Service Zone FP-5, and for Formation of Service Zone FP-5 West Valley.’ While annexation to the district as a whole may be proper, petitioner argues the annexation to the designated ‘zones’ is improper because Government Code Section 56036, which defines a district or special district to include a county service area, excludes a ‘zone of any special district.’ Respondents assert that the ‘zones’ referenced in the annexation are not those intended by the reference in section 56036, but merely represent the manner in which the district internally organizes itself. The argument is nonresponsive. The term ‘zone’ is not defined anywhere in the statutory scheme. If a ‘zone’ is not defined statutorily, it arguably can only refer to the manner in which districts organize themselves. If so, annexation to such internally organized ‘zones’ would be exactly what is prohibited under section 56036.”

Cohn continues, “Even so, it is unclear whether the portion of the annexation into ‘zones,’ if invalid, would render the overall annexation to the district improper. Assuming that the annexation to the district remains valid, can the tax be imposed in only a portion of the district (i.e., to one or more of its internally organized ‘zones’ as determined by the district?) A final determination on the merits will require consider-

ably more analysis than the parties have provided to the court at this time. For now, however, petitioner has shown, at the least, a colorable defect in the annexation, which respondents have inadequately refuted.” Judge Cone stated that a crucial area of the law that would assist in determining if a tax can be selectively imposed within a district is Government Code Section 56886 (t). Government Code Section 56886 (t) or “subdivision (t),” which Cohn referred to, states: any “change of organization or reorganization,” such as a valid annexation, can be effectuated in accordance with “(t) The extension or continuation of any previously authorized... tax by the local agency in the affected territory.” Cohn said that it is “logical” to assume that the use of separate terms “extension” and “continuation” means two different actions. “If both terms meant the same thing, then there would be no need for separate words,” he said.

Briggs and Kim last week before the judge had argued that court precedence had established that the interpretation of the term “extension” was a temporal one, meaning extension through time, not a physical one meaning extension through space, and that Proposition 26 had closed the loophole on any local interpretation of state code that would “physically extend” the arm of a tax voted on by the people in the tiny community of Helendale.

Cohn however said that “Petitioner cites no authority to support

its argument” and that “Subdivision (t) allows an annexation under the broad authority of section 556375 to be conditioned upon an extension or continuation of a tax... Ultimately, the court will need the parties to provide further analysis of subdivision (t) and its application to this case, but at this time petitioner has failed to demonstrate that it serves as an impediment to a valid annexation.”

He then determined that the annexation to the zone was likely invalid, but left for further argument the validity of applying a zone tax to other portions of the district.

In his conclusion, Cohn states, “Petitioner has made a preliminary showing of a likelihood of success on the merits, which respondents have not adequately refuted.”

Cohn’s decision last week extended only to whether the injunction would be granted. Nevertheless, in making his analysis of whether an injunction was warranted, he did a parallel analysis of the merits of the case, and his preliminary assessment was that there was at least one seemingly valid or genuine legal claim that was plausible enough to sustain the lawsuit the San Antonio Heights Association filed if the facts it has cited can be proved at trial.

Cohn did not, in his analysis, take up the issue of Proposition 26, which requires that “any” new special tax to be imposed must first be voted upon and approved by those to pay it. Proposition 26 passed in 2010,

*Continued on Page 17*

## Glimpse Of SBC's Past

### John Brown

By Mark Gutglueck

In American history, there has been more than one John Brown of note. The John Brown of local significance in San Bernardino County history was born in Worcester, Massachusetts on December 22, 1817. In his mid-to-late teens, he made his way to St. Louis, where he found work as a keel boat and raft pilot on the Mississippi River to New Orleans. He was working as a hand on a sailboat that plied the Gulf Coast when it was shipwrecked near Galveston. In 1836 he fought alongside Sam Houston in the Battle of San Jacinto in 1836. He resided for nearly two years thereafter at Fort Leavenworth in Kansas. He went west, living for 14 years in the Rocky Mountains as a trapper, covering territory from Colorado to Yellowstone.

During that time he interacted with Kit Carson, James Bridger, James Waters, Dick Owens Tim Goodale, Calvin Briggs, John Burroughs, the Bents, the Sublettes and Old Bill Williams.

For a time, he took up with a young Mexican woman of the name Nicolasa, who was something of the Helen of Troy of her day and location. When a Frenchman attempted to interlope with Nicolasa,



**John Brown**

ited with her there for a time, at which point James Waters stole off with her. When Edward Tharp then tried to take Nicolasa away from Waters in the same way that Waters had taken her from Herring, Waters killed Tharp in a fight.

In 1842 John Brown was among the work crew that built Fort Pueblo.

While in Fort Pueblo, he met a woman named Louisa, the Mexican wife of Jim Beckwourth. Beckwourth was a former slave from Virginia who had gone west, spent several years as a member of the Crow Indian tribe, and survived as a trapper, mountain man, fur trader, explorer, store owner, hotel keeper, and later as an author. Beckwourth had met Louisa Sandoval in Taos, New Mexico and married her. He had brought her and their infant daughter, Matilda, to Fort Pueblo in October 1842, where

It was at that point that John Brown encountered Louisa and Matilda. Brown adopted Matilda and lived thereafter with Louisa as if she were his wife, and the couple had several children.

Brown remained in Fort Pueblo from 1843 to 1845. He moved to the Greenhorn Valley in Colorado in 1845 and set up a store. Louisa worked with him in operating that enterprise and they kept fastidious records of their sales. They initially had a relatively limited inventory consisting of little more than tobacco and whiskey. Soon they expanded that to include coffee, molasses, and flour. To meet his customers' demands, Brown eventually sold sugar, coffee, pants, shoes, produce, meat, livestock and the like. Louisa made candles and soap and sold those items as well. He rented yokes and harnesses.

Brown was averse to trading with Indians, possibly because he did not feel that bartering with them would be profitable. The tender he accepted consisted of doubloons, sovereigns, gelders, Mexican pesos and gold pieces as well as American dollars. No Indian names appear on the store's books recording sales with the exception of the Indian wives of whites. It is commonly acknowledged, however, that Brown sold whiskey to the Indians under the counter. There are no recordations of those sales in the store's books, which yet exist at the Huntington Library in San Marino, most likely because it was illegal to sell alcohol to Indians. It is said that much of the whiskey Brown sold to Native Americans was watered down, and in some cases laced with sedatives that would merely put them to sleep.

Brown built irrigation ditches and grew corn, watermelons and wheat on a ranch he had near the store, employing Mexicans to herd cattle and horses. He hired three Mexican laborers

in 1845, another 24 in 1846, eight more in 1847 and two more in 1848. Working with these Mexicans he assisted them in building adobe houses and completed a grist mill between December 1846 and February 1847, milling his own flour and milling 1.6 bushels of flour for others for one dollar. His price on flour at his store was five cents per pound.

On June 6, 1848 John Brown sold all his goods and closed his store. He departed with Louisa and their son John, Jr., to California, traveling with Archibald Metcalf and James Waters, leading 60 horses and mules packed with deerskins which they had traded from the Utes. They were joined by Lucien Maxwell, his servant Indian George, and Charles Town. Some Apaches attacked them and they raced to escape. Some urged Louisa to abandon young John,

Jr. in order to save herself. She clutched him tightly around the neck and escaped by horse over some very forbidding terrain. Thereafter

procession left the Arkansas for California and upon reaching Greenhorn Valley they were joined by John Brown and his family, now including three children. In the party were John Burroughs and Calvin Briggs and their Shoshoni wives, Lancaster Lupton with his Cheyenne wife and four children, Rube Herring without Nicolasa, Charles White, Alexis Godey, and James Waters with his woman, Candelaria. They reached Salt Lake City on July 4 and arrived at Sutter's Fort on September 1, 1849. Nearly all in the party went south, traveling from San Francisco Bay by schooner to San Pedro, arriving in April 1852.

John Brown decided to settle in San Bernardino and hired Sheldon Stoddard to take his goods to San Bernardino where he arrived on May 1.

Brown bought a cabin on the west side of the Mormon stockade from Marshall Hunt. Upon the creation of San Bernardino County on April 26, 1853. John Brown,

adobe by Diego Sepulveda in 1842. He raised cattle and grain. In 1857 James Waters bought the Yucaipa Ranch lands and also Brown's cattle. Brown moved to town in San Bernardino and built a two-story house at Sixth and D Streets. He became the justice of peace at around the same time Rube Herring became the first county assessor and school superintendent.

In the winter of 1857/1858, Brigham Young recalled all the settlers from San Bernardino to Utah to prepare for an expected war with the United States. This gave Brown the opportunity to join with the faction of Mormons who elected to not return to Salt Lake City and instead become the masters of San Bernardino.

Brown's sympathies were with the Union when the Civil War broke out. In 1861, when the Union Army established a string of five outposts along the Mojave Desert trails, Brown prospered when he, along with Henry M. Willis and George L. Tucker,



**John Brown (seated) on an outing to the mountains with Silas Cox, a San Bernardino pioneer.**

Brown killed him in a duel on a ranch owned by Jose Weis. While his relationship with Nicolasa was passionate and intense, it did not last long. On July 4, 1843 at Fort Lupton, Rube Herring killed Henry Beer in a fight over Nicolasa. Herring took Nicolasa to Fort Pueblo and cohab-

he attempted unsuccessfully to sell pelts. Beckwourth, who married at least four women, was accustomed to spending most of his time on the move, exploring and trapping beaver and bear. In the Spring of 1843 he left Louisa and Matilda at Fort Pueblo and went to California.



**Left to right: William F. Holcomb, John Brown, Jr., John Brown, Sr., George Miller and B.B. Harris.**

and for the remainder of his life, John, Jr. had difficulty with his neck, and it would sometime be painful for him to hold his head upright. The Browns then returned to Greenhorn Valley where they attempted to survive by farming and lived in some old houses that had been abandoned.

In June 1849 a large

Colonel Isaac Williams, David Seeley and H. G. Sherwood were named county commissioners to supervise the first election. In 1854 Brown leased Yucaipa Valley, a portion of the San Bernardino Rancho that the Mormons had acquired. Brown and his family lived in a substantial two-story house built of

were provided with a 20-year charter from the California legislature to build and operate a toll road through the Cajon Pass. Brown eventually bought out both Willis's and Tucker's interest in the road and became wealthy by his control of this monopoly.

*Continued on Page 19*

## Exclusive To The Sentinel

# The Sid Robinson Investigation File

In May, the San Bernardino County District Attorney's Office's Public Integrity Unit began an investigation into Upland City Councilwoman Janice Elliott's allegations that the city council engaged in Brown Acts violations. The Ralph M. Brown is California's open public meeting law which requires that all official business of a governmental entity take place in public, with five exceptions – discussion relating to potential or ongoing lawsuits, real estate transactions, contract negotiations, employee discipline or firing, and employee public union collective bargaining. Elliott told the San Bernardino County District Attorney's Office that on at least two occasions the members of the Upland City Council held a closed door meeting outside the scrutiny of the public where they

### MINUTES OF THE REGULAR MEETING OF THE UPLAND CITY COUNCIL AND SUCCESSOR AGENCY TO THE UPLAND COMMUNITY REDEVELOPMENT AGENCY MAY 8 2017

**OPENING** The regular meeting of the Upland City Council was called to order by Mayor/Chairman Debbie Stone at 6:00 p.m. in the Council Chamber of the Upland City Hall.

**1. ROLL CALL**

Present: Mayor/Chairman Debbie Stone, Council/Agency Members Gino Filippi, Carol Timm, Janice Elliott, and Sid Robinson

Staff: Interim City Manager/Executive Director Martin Thouvenell, City Attorney/Agency Counsel James L. Markman, and Deputy City Manager/City Clerk/Agency Secretary Jeannette Vagnozzi

**2. ADDITIONS/DELETIONS TO AGENDA** None

**3. ORAL COMMUNICATIONS**

Ruth Musser-Lopez, Needles requested more information regarding the item that would be discussed during closed session.

The City Attorney stated that the item to be discussed during closed session was the evaluation of a public employee and it was appropriate to discuss it during closed session.

**4. CLOSED SESSION**

At 6:03 p.m. Mayor Stone announced the City Council would recess to Closed Session pursuant to Government Code Section

A. GOVERNMENT CODE SECTION 54957 - PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Manager

The City Council reconvened in open session at 7:02 p.m.

**5. INVOCATION** Associate Pastor Art Nakamura, Foothill Bible Church

**6. PLEDGE OF ALLEGIANCE** Councilmember Filippi

**7. PRESENTATIONS**

A Proclamation declaring May 13, 2017 as Letter Carriers Food Drive Day - 25th Anniversary, was accepted by Maricela Pocasangre, Upland Postmaster, and Paula Miller, V.P. of NALC Branch 2168

A Proclamation Declaring May 19 & 20, 2017 as World Hunger Relief Days, was accepted by Galand Hollowell

Certificates of Completion were presented to the Upland Community Emergency Response Team (CERT)

Above is the first page of Exhibit D, the minutes of the May 8, 2017 Upland City Council meeting. The minutes report that the city council went into a closed session at that meeting to discuss the performance of city manager Martin Thouvenell. Steve Lambert of the 20/20 Network attended that closed session of the city council. Lambert maintains that “it is not unusual – and not at all improper – for city staff and consultants to attend closed sessions to provide counsel and answer questions councilmembers might have.” District attorney's office investigators, however, have taken an interest in the discussion that actually took place during that closed session. Councilwoman Janice Elliott told the district attorney's office that the discussion during that meeting deviated from a strict review of city manager Martin Thouvenell's performance and dealt with a protocol for the behavior of city council members. Subsequently, investigators unearthed a document dealing with just that subject entitled, “In House Policy of the Upland City Council,” which had been discussed by the council at that meeting and either signed or initialed by all of its members during the course of that meeting. A copy of that document was published by the Sentinel last week as Exhibit C. Investigators refer to Exhibit C as a “smoking gun,” which essentially establishes that the Brown Act violation which Elliott reported took place, and that the council's discussions in closed session went beyond the subject matter which can be legally addressed in such forums - litigation involving the city, personnel issues, real estate transactions, contract negotiations and collective bargaining with unions representing city employees. Exhibit D, above, illustrates that city officials failed to disclose the full range of discussions that took place during the May 8 closed session of the council. No mention of any discussion relating to the behavioral protocol is mention in the minutes. Nor is there mention of Lambert being present during those discussions. These omissions from the official meeting minutes have taken on wider significance as the investigation into what was initially an inquiry into Brown Act violations by the city council has expanded.

- would be the first voting delegate alternate and Councilmember Robinson as second voting delegate alternate. (Staff Person: Jeannette Vagnozzi)
- E. ACCEPTANCE OF WORK FOR PROJECT NO. 7609, CDBG CONCRETE IMPROVEMENTS
- Accept the work; record the Notice of Completion; and reduce the Faithful Performance Bond to 10% for Project No. 7609, CDBG Concrete Improvements. (Staff Person: Rosemary Hoerning)
- F. EMERGENCY PURCHASE AND INSTALLATION OF EQUIPMENT AND PROFESSIONAL SERVICES FOR WATER SYSTEM IMPROVEMENTS
- Receive and file the status update. (Staff Person: Rosemary Hoerning)
- G. ASSIGNMENT AND ASSUMPTION AGREEMENT BETWEEN BRAVEPARK PROPERTY LLC, AND TAYLOR MORRISON OF CALIFORNIA, LLC, AND THE CITY OF UPLAND, PERTAINING TO PORTIONS OF PLANNING AREAS 1 AND 2 OF THE SYCAMORE HILLS SPECIFIC PLANNED AREA, LOCATED NORTH OF BASELINE AND SOUTH OF THE I-210 FREEWAY
- Approve the Assignment and Assumption Agreement by and between Bravepark LLC, a Delaware limited liability company, Taylor Morrison of California, LLC, a California limited liability company, and the City of Upland, pertaining to Planning Areas 1 and 2 of the Sycamore Hills Specific Plan. (Staff Person: Jeff Zwack)
- H. REAPPOINTMENTS TO CITY COMMITTEES
- Ratify the Mayor's reappointments of Renuka Balakrishnan and Wendy Slatkin to the Library Board, terms to expire June 2020; reappointment of Gary Schwary to the Planning Commission, term to expire June 2021; reappointment of Robert Sanderson to the Personnel Board of Review term to expire June 2021. Further, accept the nomination to reappoint Donna McClenahan as the Chamber of Commerce representative on the Traffic Safety Advisory Committee, term to expire June 2021. (Staff Person: Jeannette Vagnozzi)
- I. EXTENSION OF PLANNING COMMISSION CHAIRPERSON'S TERM BEYOND THREE CONSECUTIVE TERMS
- Consider allowing the term of Planning Commission Chairperson Gary Schwary to extend more than three consecutive terms. (Staff Person: Jeannette Vagnozzi)
- J. REMOVING AND REPLACING AN APPOINTEE TO CERTAIN OFFICES AND FUNCTIONS DURING 2017
- Adopt a Resolution removing and replacing an appointee to certain offices and functions during 2017. (Staff Member: Martin Thouvenell)

## 12. PUBLIC HEARINGS

- A. ANNUAL WEED ABATEMENT PROGRAM
- The City Council will consider approval of the placement of an initial administrative fee of \$51.00 for any parcel that received "An Annual Notice To Destroy Weeds, Remove Rubbish and/or Refuse," and assess an administrative fee at a minimum of \$204.00, if the parcel owner fails to take corrective action.. (Staff Person: Sheldon Bloomfield)
- Recommendation: a) Staff presentation  
b) Hold Public Hearing  
c) Close Public Hearing  
d) Approve the placement of an initial administrative fee of \$51.00 for any parcel that received "An Annual Notice To Destroy Weeds, Remove Rubbish and/or

Above is the third page of Exhibit E, the agenda for the June 12 Upland City Council meeting. Item J pertains to “removing and replacing an appointee to certain office and functions during 2017.” Though she is not mentioned by name in the agenda, the official to be removed is city councilwoman Janice Elliott. The council's action to replace her was an unusual one in that prestigious and honorific adjunct committee and board assignments are apportioned among and shared by municipal officials throughout California on what is basically an even basis. The concerted effort to remove Elliott from those assignments came roughly a month after she reported to the district attorney's office that she believed her council colleagues were engaged in Brown Act violations.

engaged in a discussion of an issue or issues that the Brown Act prohibits them from discussing. Information about that investigation began to circulate by June and early last month others came forward with further information relating to the Upland City Council, in particular its newest member, Sid Robinson, some of which pertained to his relationship to Steve Lambert, who through his company, the 20/20 Network, has a contract with the City of Upland to provide public relations, communication, strategy formulation and crisis management services. Robinson, a public relations specialist himself with expertise in strategic communications, was a part of the 20/20 Network. More-

over, Lambert had been in attendance at two of the closed door meetings at which Elliott said the Brown Act violations occurred. Subsequent to Elliott's May complaint to the district attorney's office, as the resultant investigation was running its course, the Upland City Council acted to remove Elliott from her three most prestigious adjunct committee assignments, a move widely perceived as retaliation against her for having launched the Brown Act violation complaint. That move did not escape the attention of the investigators in the district attorneys office, who in short order dug up or were provided with documentation of the earlier referenced information pertaining to Robinson and the 20/20

Network. Contained in those materials was indication of a nexus between the circumstance involving Robinson, who from the outset of his time on the council routinely voted to approve the city's payments to the 20/20 Network.

In its July 21 edition, after contacting Robinson for his version of events, the *Sentinel* reported on the ongoing investigation. Mentioned in that report were the city council, including Robinson and Elliott; city manager Martin Thouvenell; city attorney James Markman; assistant city manager/city clerk Jeannette Vagnozzi; the 20/20 Network, and Steve Lambert.

In short order, Rob-

*Continued on Page 7*

**Sid Robinson Investigation File from page 6**

inson, Thouvenell and Lambert took umbrage at the article; and each have demanded retractions. Roberson maintains the article “makes numerous misstatements and false claims, fails to offer any verification of its sensational allegations and is clearly designed to harm my reputation.” Roberson said the article “implied or provided knowingly untrue information about my relationship with the 20/20 Network.”

Thouvenell said the article contains “malicious and inaccurate statements.”

Lambert stated that journalistic coverage of the investigation is irresponsible, misleading, false, damaging to his company’s reputation, defamatory and libelous. He maintains the *Sentinel’s* reporting upon the investigation and the background behind it was done “all without corroboration” and “The entire piece and its presentation are wildly speculative and conspiratorial.” The article, which Lambert said employed attributions of “false and malicious allegations to unnamed ‘others,’ and couche[d] some of its more damning allegations with conditionals,” linked Roberson to the 20/20 Network, which Lambert said was “unsupported by facts” and was “a clear defamatory distortion of the truth.”

Lambert took further issue with the article’s description of the April 24 and May 8 closed sessions of the Upland City Council during which the Brown Act violations under investigation

by the district attorney’s office occurred, stating that the article “wrongly characterizes my involvement in closed sessions as alleged violations of the Brown Act.”

Beginning last week the *Sentinel* published three of eleven exhibits contained in the district attorney’s office’s public integrity unit’s case file relating to the investigation of Sid Roberson that have been provided to the newspaper. The *Sentinel* this week is publishing another three of those exhibits. The *Sentinel* is doing so to assist its readership in assessing for itself whether the *Sentinel’s* reporting was “done without corroboration,” as Lambert put it and if, as Roberson said, whether the *Sentinel* has “fail[ed] to offer any verification of its sensational allegations.” These documents should also assist the *Sentinel’s* readership in ascertaining whether the *Sentinel* has mischaracterized the evidence, what issues were reported by the Upland city clerk and other city officials to have been discussed during the city council’s closed sessions, the degree to which the *Sentinel* engaged in “speculation” in undertaking its reporting of the investigation, as well as whether the *Sentinel* article in general and specific is loaded with “false and malicious allegations” which qualify, in Lambert’s words as “a clear defamatory distortion of the truth.”

While examining the individual investigative file exhibits separately or in installments of three

may provide the casual reader with insufficient context upon which to make any type of judgment, the reader should be able to orient him or herself to the germane issues by finding a copy of the July 21 *Sentinel* and reading the article “Robinson Denies Upland’s Contract With His Affiliate Constitutes A Conflict” and the July 21 *Sentinel* which included Sid Roberson investigative file exhibits A, B and C, the minutes to the April 24, 2017 Upland City Council meeting, the agenda for the May 8, 2017 Upland City Council meeting and a document entitled In House Policies of the Upland City Council, which was discussed and signed by the Upland City Council members during the closed session of the May 8 meeting, respectively. All of these exhibits are illustrative of the substance that was at the basis of the original investigation into the Brown Act violations that ultimately, by extension, brought the circumstance involving councilman Sid Roberson and his relationship to the 20/20 Network into focus for the investigators.

Contained herein, on pages 6 and 7 are the relevant pages of exhibits D, E, and F, respectively, the minutes from the May 8 council meeting; the agenda for the June 12 meeting containing the agenda item to remove councilwoman Janice Elliott from three of her committee assignments; and the minutes of the June 12 meeting in which Elliott was in

UPLAND CITY COUNCIL MINUTES  
JUNE 12, 2017  
PAGE 4

expire June 2021. Further, accept the nomination to reappoint Donna McClenahan as the Chamber of Commerce representative on the Traffic Safety Advisory Committee, term to expire June 2021.

**I. EXTENSION OF PLANNING COMMISSION CHAIRPERSON’S TERM BEYOND THREE CONSECUTIVE TERMS**

Approved allowing the term of Planning Commission Chairperson Gary Schwary to extend more than three consecutive terms.

**K. MONTH-TO-MONTH LEASE AGREEMENT WITH MOUNTAIN VIEW CHEVROLET**

Approved the month-to-month lease agreement with Mountain View Chevrolet and authorized the City Manager to sign the lease agreement.

**ITEMS REMOVED FOR SEPARATE ACTION**

**B. APPROVAL OF MINUTES**

Motion by Councilmember Elliott to approve the Regular Meeting Minutes of May 22, 2017, with the correction noting Councilmember Elliott voting no on Consent Calendar Item 11D; and approve the Special Meeting Minutes of May 23, 2017, seconded by Councilmember Timm, and carried unanimously.

**G. ASSIGNMENT AND ASSUMPTION AGREEMENT BETWEEN BRAVEPARK PROPERTY LLC, AND TAYLOR MORRISON OF CALIFORNIA, LLC, AND THE CITY OF UPLAND, PERTAINING TO PORTIONS OF PLANNING AREAS 1 AND 2 OF THE SYCAMORE HILLS SPECIFIC PLANNED AREA, LOCATED NORTH OF BASELINE AND SOUTH OF THE I-210 FREEWAY**

Development Services Director Zwack presented the staff report, which is on file in the City Clerk’s Office.

There was discussion regarding the commercial and residential development areas, projected timeline for the projects and infrastructure.

Motion by Councilmember Timm to approve the Assignment and Assumption Agreement by and between Bravepark LLC, a Delaware limited liability company, Taylor Morrison of California, LLC, a California limited liability company, and the City of Upland, pertaining to Planning Areas 1 and 2 of the Sycamore Hills Specific Plan, seconded by Councilmember Roberson, and carried unanimously.

**J. REMOVING AND REPLACING AN APPOINTEE TO CERTAIN OFFICES AND FUNCTIONS DURING 2017**

Mayor Stone cited reasons for requesting that Councilmember Elliott be removed from committee appointments.

Councilmember Elliott stated her experiences as a councilmember and reasons she should not be removed from committee appointments.

Councilmember Filippi, and carried with Councilmember Elliott opposed.

**12. PUBLIC HEARINGS**

**A. ANNUAL WEED ABATEMENT PROGRAM**

Report given by Weed Abatement Coordinator, Sheldon Bloomfield, which is on file in the City Clerk’s Office.

Mayor Stone opened the public hearing.

Weed Abatement Coordinator Bloomfield answered Councilmembers’ questions regarding fees assessed to properties, the cost of abatement,

Above is page 4 and the top of page 5 of Exhibit F, the minutes of the June 12 Upland City Council meeting showing the council’s action with regard to Item J, by which councilwoman Janice Elliott was removed from three of the adjunct committee assignments she had been given shortly after she began to serve on the council. The council scheduled that action and then took it in the aftermath of Elliott approaching the San Bernardino County District Attorney’s Office with a complaint about what she perceived to be violations of the Brown Act, the State of California’s open public meeting law. While Brown Act violation complaints are relatively rare, they are not unheard of in the rough and tumble of politics, and in the normal course of things, the punishment meted out for such violations when they are proven to have occurred is usually very mild, most often a letter of admonishment to the offending parties. The Upland City Council’s harsh reaction against Elliott in the wake of the investigation galvanized the investigators, however, and they intensified their scrutiny of the Upland City Council as a result, leading to a wider investigation that included delving into Councilman Sid Roberson’s relationship with a city vendor, the 20/20 Network

fact removed from those committee assignments.

Hereafter, the *Sentinel* will publish Exhibits G, H, I and J, respectively, Sid Roberson’s statements of economic interest showing his status as a “subcontractor” with the 20/20 Network; a narrative from Steve Lambert hailing Sid Roberson as having joined the 20/20 Network as one of its public relations professionals; the page from the minutes of the April

24 Upland City Council meeting in which Roberson was appointed by his council colleagues as the city’s representative to the Southern California Association of Governments; and a press release produced for the Southern California Association of Governments authored by Steve Lambert as part of the 20/20 Network’s contractual work for that entity.



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For 103 years the Bumsteads have been selling and servicing bicycles in the Pomona Valley under the shadow of Mt. Baldy. Now serving the communities of Ontario, Upland, Chino, Rancho Cucamonga, Claremont, Montclair, and Pomona with Trek Bicycles.

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**Public Notices**

FICTITIOUS BUSINESS NAME STATEMENT FILE NO-20170007062

The following person(s) is(are) doing business as: Chayo's Sweet Shenanigans, 7886 Cypress Ave, Fontana, CA 92336, Maria D Yanez, 7886 Cypress Ave, Fontana, CA 92336

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/Maria D Yanez  
This statement was filed with the County Clerk of San Bernardino on: 6/16/2017

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/BI

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).

7/14/2017, 7/21/2017, 7/28/2017, 8/4/2017

FICTITIOUS BUSINESS NAME STATEMENT FILE NO-20170006399

The following person(s) is(are) doing business as: I & G Screens, 16484 Diamond Ln, Fontana, CA 92336, Ismael Garcia, 16484 Diamond Ln, Fontana, CA 92336

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/Ismael Garcia  
This statement was filed with the County Clerk of San Bernardino on: 5/31/2017

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/EF

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 6/2/2017, 6/9/2017, 6/16/2017, 6/23/2017 Corrected: 7/14/2017, 7/21/2017, 7/28/2017, 8/4/2017

FICTITIOUS BUSINESS NAME STATEMENT FILE NO-20170006402

The following person(s) is(are) doing business as: Cheapgy Transport, 2205 Ramona Ave, San Bernardino, CA 92411, 2205 Ramona Ave, San Bernardino, CA 92411, Pablo Z Verdusco, 2205 Ramona Ave, San Bernardino, CA 92411

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/Pablo Z Verdusco  
This statement was filed with the County Clerk of San Bernardino on: 5/31/2017

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

Began Transacting Business: 5/31/2017  
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,

**Public Notices**

or common law (see section 14400 et. Seq. Business & Professions Code).

Published in the San Bernardino County Sentinel 6/2/2017, 6/9/2017, 6/16/2017, 6/23/2017 Corrected: 7/14/2017, 7/21/2017, 7/28/2017, 8/4/2017

FICTITIOUS BUSINESS NAME STATEMENT FILE NO-20170005702

The following person(s) is(are) doing business as: Know No Limits, 1925 West College Ave Apt F253, San Bernardino, CA 92407, 1925 West College Ave Apt F253, San Bernardino, CA 92407, Jesus D Cuellar, 1925 West College Ave Apt F253, 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/Jesus D Cuellar  
This statement was filed with the County Clerk of San Bernardino on: 5/12/2017

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/RB

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).

6/9/2017, 6/16/2017, 6/23/2017, 6/30/2017 Corrected: 7/14/2017, 7/21/2017, 7/28/2017, 8/4/2017

FICTITIOUS BUSINESS NAME STATEMENT FILE NO-20170007582

The following person(s) is(are) doing business as: Empire Prestige Auto, 517 N Mountain Ave Ste 110, Upland, CA 91786, 216 S Citrus Ave Ste 189, West Covina, CA 91791, Empire Realty & Lending, Inc., 216 S Citrus Ave Ste 189, West Covina, CA 91791

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/Laura F Perez  
This statement was filed with the County Clerk of San Bernardino on: 6/29/2017

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/DOM

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 7/14/2017, 7/21/2017, 7/28/2017, 8/4/2017

FICTITIOUS BUSINESS NAME STATEMENT FILE NO-20170007619

The following person(s) is(are) doing business as: Twenty Ten Investments, 10950 Church Street Apt 2121, Rancho Cucamonga, CA 91730, Dorian R Pradon, 10950 Church Street Apt 2121, Rancho Cucamonga, CA 91730

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/Dorian R Pradon  
This statement was filed with the County Clerk of San Bernardino on: 6/30/2017

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

**Public Notices**

Began Transacting Business: Not Applicable  
County Clerk, s/DOM

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 7/14/2017, 7/21/2017, 7/28/2017, 8/4/2017

FICTITIOUS BUSINESS NAME STATEMENT FILE NO-20170007881

The following person(s) is(are) doing business as: Good News Barber Shop, 8976 Foothill Blvd Ste B1, Rancho Cucamonga, CA 91730, Ivan Perez, 2642 Valeria Ct, Highland, CA 92346, Rene Alvarez Huerta, 414 Terry Ln, Hemet, CA 92344

Business is Conducted By: A General Partnership

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/Rene Alvarez Huerta  
This statement was filed with the County Clerk of San Bernardino on: 7/10/2017

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

Began Transacting Business: 7/1/2017  
County Clerk, s/JV

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 7/14/2017, 7/21/2017, 7/28/2017, 8/4/2017

FICTITIOUS BUSINESS NAME STATEMENT FILE NO-20170007308

The following person(s) is(are) doing business as: IAMSWAG, 15022 Longhorn Lane, Fontana, CA 92336, Vincent L Guzman, 15022 Longhorn Lane, Fontana, CA 92336

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/Vincent Guzman  
This statement was filed with the County Clerk of San Bernardino on: 6/22/2017

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/JV

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 7/14/2017, 7/21/2017, 7/28/2017, 8/4/2017

ORDER TO SHOW CAUSE FOR CHANGE OF NAME CASE NUMBER CIVDS1700128

TO ALL INTERESTED PERSONS: Petitioner: Vanessa Castaneda and Mario Castaneda filed a petition with this court for a decree changing names as follows: Valerie Ivy Rose Castaneda to: Valerie Rose Acevedo

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

**Public Notices**

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: 08/25/2017 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 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 22, 2017  
Michael A. Sachs  
Judge of the Superior Court.  
Published in SAN BERNARDINO COUNTY SENTINEL On 07/14/2017, 07/21/2017, 07/28/2017, 08/04/2017

NOTICE OF PETITION TO ADMINISTER ESTATE OF:

Daniel Andrew Dearthoff, aka: Daniel Andrew Dearthoff, Daniel D Dearthoff, Daniel A Dearthoff, Daniel D. Dorff, Dan Dearthoff NO. PROPS 1700613

To all heirs, beneficiaries, creditors, and contingent creditors, and persons who may be otherwise interested in the will or estate, or both of Daniel Andrew Dearthoff, aka: Daniel Andrew Dearthoff, Daniel D Dearthoff, Daniel A Dearthoff, Daniel D. Dorff, Dan Dearthoff, deceased.

A PETITION has been filed by Sandie Atkinson in the Superior Court of California, County of SAN BERNARDINO, requesting that Sandie Atkinson be appointed as personal representative to administer the estate of the decedent.

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. S35P at 8:30 a.m. on September 18, 2017 at Superior Court of California, County of San Bernardino, 247 West Third Street, Same, San Bernardino, CA 92415, San Bernardino District - Probate Division.

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 section 58(b) 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.

Other California statutes and legal authority may affect your rights as a creditor. You

**Public Notices**

may want to consult with an attorney knowledgeable in California law.

YOU MAY EXAMINE the file kept by the court. If you are interested in the estate, you may file with the court a Request for Special Notice (form DE-154) of the filing of an inventory and appraisal of estate assets or of any petition or account as provided in Probate Code section 1250. A Request for Special Notice form is available from the court clerk.

Attorney for Petitioner: LAW OFFICE OF MARY M. BADER  
Mary M. Bader SBN:248518  
9227 Haven Avenue, Suite 368

Rancho Cucamonga, CA 91730  
Telephone No: 909-945-2775

Attorney For: Sandie Atkinson, Petitioner  
San Bernardino County Sentinel

07/14/2017, 07/21/2017, 07/28/2017, 08/04/2017

ORDER TO SHOW CAUSE FOR CHANGE OF NAME CASE NUMBER CIVDS1713023

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

ABBAS RAZA to: QAMAR ABBAS

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: 08/21/2017 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 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: July 7, 2017  
Michael A. Sachs  
Judge of the Superior Court.  
Published in the SAN BERNARDINO COUNTY SENTINEL On 07/14/2017, 07/21/2017, 07/28/2017 & 08/04/2017

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANTS (AVISO AL DEMANDADO): MARINA POINT DEVELOPMENT, LLC, A LIMITED LIABILITY COMPANY; IRV OKOVITA; DOES 1 THROUGH 20, INCLUSIVE. YOU ARE BEING SUED BY PLAINTIFF (LO ESTA DEMANDANDO EL DEMANDANTE): CHRISTOPHER KRALL D.B.A. RGS ENGINEERING GEOLOGY CIVDS1603252

FILED SUPERIOR COURT COUNTY OF SAN BERNARDINO

SAN BERNARDINO DISTRICT MARCH 03 2016 BY NORMA MAGANA, DEPUTY NOTICE!

You have been sued. The court may decide against you without your being heard unless you respond within 30 days.

**Public Notices**

Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

NOTE:

The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO!

Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar par a su respuesta.

Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia. Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

Published in the San Bernardino County Sentinel 7/21, 7/28 & 8/04, 2017

**Public Notices**

The name and address of the court is San Bernardino Superior Court 247 West Third Street San Bernardino, California 92415 Civil CIVDS1603252

Date (Fecha): March 03, 2016 By Clerk (Secretario) Norma Magana, Deputy (Adjunta)

The name, address, and telephone number of the plaintiff's attorney, or the petitioner without an attorney, is: OMAR A. SIDDIQUI, Esq. (SBN 213581) [and] BRANDON S. MILLER, Esq. (SBN 288082) ULLWELLING SIDDIQUI 695 Town Center Drive Costa Mesa, CA 92626 (714) 384-6650 Fax (714) 384-6651

You are served as an individual defendant.

Published in the San Bernardino County Sentinel 7/14, 7/21, 7/28 & 8/04, 2017.

NOTICE OF PETITION TO ADMINISTER ESTATE OF VIRGINIA COOPER. CASE No.: PROPS1700705. To all heirs, beneficiaries, creditors, contingent creditors, and persons who may otherwise be interested in the will or estate, or both, of Virginia Cooper. A Petition for Probate has been filed by Ronald P Anderson in the Superior Court of California, County of San Bernardino. The Petition for Probate requests that Ronald P Anderson be appointed as personal representative to administer the estate of the decedent. The petition requests authority to administer the estate under the Independent Administration of Estates Act. (This authority will allow the personal representative to take many actions without obtaining court approval. Before taking certain very important actions, however, the personal representative will be required to give notice to interested persons unless they have waived notice or consented to the proposed action.) The independent administration authority will be granted unless an interested person files an objection to the petition and shows good cause why the court should not grant the authority. A hearing on the petition will be held in this court as follows: August 23, 2017 at 8:30 a.m. in Department S36 of the San Bernardino County Superior Court of California located at 247 W Third Street, San Bernardino, CA 92415-0212. 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 decedent, 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 section 58(b) of the California Probate Code, or (2) 60 days from the date of mailing or personal delivery to you of a notice under section 9052 of the California Probate Code. Other California statutes and legal authority may affect your rights as a creditor. You may want to consult with an attorney knowledgeable in California law. You may examine the file kept by the court. If you are a person interested in the estate, you may file with the court a Request for Special Notice (form DE-154) of the filing of an inventory and appraisal of estate assets or of any petition or account as provided in Probate Code section 1250. A Request for Special Notice form is available from the court clerk. Petitioner in pro per: RONALD P ANDERSON, 908 CALAVERAS AVE, ONTARIO, CA 91764; Phone: (909) 418-8529

Published in the San Bernardino County Sentinel 7/21, 7/28 & 8/04, 2017

SUMMONS (CITACION JUDICIAL)

**Public Notices**

NOTICE TO DEFENDANTS (AVISO AL DEMANDADO): IRV OKOVITA; MARINA POINT DEVELOPMENT, LLC, A LIMITED LIABILITY COMPANY; DOES 1 THROUGH 20, INCLUSIVE.

YOU ARE BEING SUED BY PLAINTIFF (LO ESTA DEMANDANDO EL DEMANDANTE): CHRISTOPHER KRALL D.B.A. RGS ENGINEERING GEOLOGY CIVDS1603252

FILED SUPERIOR COURT COUNTY OF SAN BERNARDINO

SAN BERNARDINO DISTRICT MARCH 03 2016 BY NORMA MAGANA, DEPUTY NOTICE!

You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación. Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar par a su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación. Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar par a su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

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NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación. Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar par a su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación. Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar par a su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

**Public Notices**

a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso. The name and address of the court is San Bernardino Superior Court 247 West Third Street San Bernardino, California 92415 Civil CIVDS1603252 Date (Fecha): March 03, 2016 By Clerk (Secretario) Norma Magana, Deputy (Adjunta) The name, address, and telephone number of the plaintiff's attorney, or the petitioner without an attorney, is: OMAR A. SIDDIQUI, Esq. (SBN 213581) [and] BRANDON S. MILLER, Esq. (SBN 288082) ULLWELLING SIDDIQUI 695 Town Center Drive Costa Mesa, CA 92626 (714) 384-6650 Fax (714) 384-6651 You are served as an individual defendant. Published in the San Bernardino County Sentinel 7/14, 7/21, 7/28 & 8/04, 2017.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

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**Public Notices**

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FICTITIOUS BUSINESS NAME STATEMENT FILE NO-20170006754

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

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NOTICE OF PETITION TO ADMINISTER ESTATE OF: RICHARD HERNANDEZ CASE NO. PROPS1700707 To all heirs, beneficiaries, creditors, contingent creditors, and persons who may otherwise be interested in the WILL or estate, or both of Richard Hernandez. A PETITION FOR PROBATE has been filed by Harwood Garland in the Superior Court of California, County of San Bernardino.

THE PETITION FOR PROBATE requests that Harwood Garland be appointed as personal representative to administer the estate of the decedent. THE PETITION requests the decedent's will and codicils, if any, be admitted to probate. The will and any codicils are available for examination in the file kept by the court.

THE PETITION requests authority to administer the estate under the Independent Administration of Estates Act. (This authority will allow the personal representative to take many actions without obtaining court approval. Before taking certain very important actions, however, the personal representative will be required to give notice to interested persons unless they have waived notice or consented to the proposed action.) The independent administration authority will be granted unless an interested person files an objection to the petition and shows good cause why the court should not grant the authority. A HEARING on the petition will be held in this court as follows: a. Date: October 11, 2017 at 8:30 am in Dept. S37. Address of court: located at Superior Court of California, County of San Bernardino, 247 West Third Street, San Bernardino, CA 92415 - 0212, San Bernardino District - Probate Division

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 section 58(b) 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. Other California statutes and legal authority may affect your rights as a creditor. You may want to consult with an attorney knowledgeable in California law. YOU MAY EXAMINE the file kept by the court. If you are a person interested in the estate, you may file with the court a Request for Special Notice (form DE-154) of the filing of an inventory and appraisal of estate assets or of any petition or account as provided in Probate Code Section 1250. A Request for Special Notice form is available from the court clerk. Attorney for petitioner: Edward G. Operini Attorney at Law 16820 Ivy Avenue, Fontana, CA 92335 Telephone No: (909) 822-5041 E-mail Address: EOperini@sbcglobal.net Published in San Bernardino County Sentinel 07/21/2017, 07/28/2017, 08/04/2017, 08/11/2017

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NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación. Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

**Public Notices**

NOTICE OF PUBLIC AUCTION SALE OF USED PERSONAL PROPERTY

A public auction will take place at 1065 W Whittlers Ln Ontario CA 91762 on Friday the 11th day of August 2017 at 1 p.m.

The following property will be sold:

King Size Bed, Bunk Bed, Sofa, Recliner, Cabinet, Dresser, Chest, Dining Table, Coffee Table, Desk, Chairs, Bench, LCD LED TVs, Sony PS4, Frigidaire Refrigerators, Amana Washer, Kenmore Gas Dryer, Pittsburgh Car Jack, Weslo Cardio Glide, Clothing, Pots, Pans, Dishes, Glasses, & Misc. Household Items.

The sale will be held to satisfy a lien for charges in excess of \$500, plus the cost of advertising and the expense of the sale.

The inventory is on file at 1065 W Whittlers Ln Ontario CA 91762, and may be inspected during business hours prior to the date of sale.

The terms of sale are: cash in lawful money of the United States, with sale going to the highest bidder in competitive bidding.

The property must be paid for and removed by the purchaser at the time of sale.

A \$100 Cash Deposit Required to Register for the Auction. Calvin (909) 907-4168

Dated: July 27, 2017

Published in the San Bernardino County Sentinel 7/28, 8/04 & 8/11, 2017

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## Public Notices

7/28/2017, 8/4/2017, 8/11/2017, 8/18/2017

ORDER TO SHOW CAUSE FOR CHANGE OF NAME CASE NUMBER CIVDS1713900

TO ALL INTERESTED PERSONS: Petitioner: MARIA ELEORA FELIZ PAGDANGANAN MARQUEZ filed a petition with this court for a decree changing names as follows:

MARIA ELEORA FELIZ PAGDANGANAN MARQUEZ to: ELEORA PAGDANGANAN MARQUEZ

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: 09/18/2017

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 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: July 20, 2017

Michael A. Sachs

Judge of the Superior Court.

Published in the SAN BERNARDINO COUNTY SENTINEL on 07/28/2017, 08/04/2017 & 08/11/2017. & 08/18/2017

APN: 0209-531-16-0-000 TS No: CA09002099-11-5 TO No: 95308940 NOTICE OF TRUSTEE'S SALE (The above statement is made pursuant to CA Civil Code Section 2923.3(d)(1). The Summary will be provided to Trustor(s) and/or vested owner(s) only, pursuant to CA Civil Code Section 2923.3(d)(2).) YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED July 1, 2005. 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 August 29, 2017 at 09:00 AM, North West Entrance in the Courtyard, Chino Municipal Court, 13260 Central Avenue, Chino, CA 91710, MTC Financial Inc. dba Trustee Corps, as the duly Appointed Trustee, under and pursuant to the power of sale contained in that certain Deed of Trust Recorded on July 7, 2005 as Instrument No. 2005-0486328, and that said Deed of Trust was modified by Modification Agreement recorded on April 17, 2015 as Instrument Number 2015-0152128, of official records in the Office of the Recorder of San Bernardino County, California, executed by CLAUDIA AGUILAR A SINGLE WOMAN, as Trustor(s), in favor of WASHINGTON MUTUAL BANK, FA as Beneficiary, WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER, in lawful money of the United States, all payable at the time of sale, that certain property situ-

## Public Notices

ated in said County, California describing the land therein as: CONDOMINIUM UNIT COMPOSED OF: PARCEL 1: AN UNDIVIDED FRACTIONAL INTEREST AS TENANT IN COMMON IN AND TO THE BUILDING ENVELOPE IN WHICH THE LIVING UNIT DESCRIBED IN PARCEL 2 BELOW IS LOCATED EQUAL TO THE RECIPROCAL OF THE NUMBER OF LIVING UNITS WITHIN THAT BUILDING ENVELOPE; BEING A PORTION OF LOT 1 OF TRACT NO. 11915, IN THE CITY OF RANCHO CUCAMONGA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 183 OF MAPS, PAGES 24 AND 25, RECORDS OF SAN BERNARDINO COUNTY, EXCEPTING THEREFROM EACH LIVING UNIT LOCATED WITHIN SUCH BUILDING ENVELOPE, AS SHOWN ON THE CONDOMINIUM PLAN DESCRIBED IN PARCEL 2 BELOW; RESERVING THEREFROM THE EXCLUSIVE RIGHT TO POSSESSION AND USE OF ANY EXCLUSIVE USE AREA SHOWN ON CONDOMINIUM PLAN DESCRIBED IN PARCEL 2 BELOW; FURTHER RESERVING THEREFROM ALL THE RIGHTS AND EASEMENTS SET FORTH IN THE DECLARATION OF RESTRICTIONS FOR LA SERENA DESCRIBED ABOVE (THE "DECLARATION"), INCLUDING, BUT NOT LIMITED TO, THE EASEMENTS FOR INGRESS, EGRESS AND GENERAL UTILITY PURPOSES AND GRANTOR'S RIGHT AND EASEMENTS TO CONSTRUCT AND MARKET RESIDENCES AND CONSTRUCT RELATED IMPROVEMENTS; AND FURTHER EXCEPTING AND RESERVING THEREFROM ALL EXCEPTIONS AND RESERVATIONS OF RECORD. PARCEL 2: LIVING UNIT NO. 16, AS SHOWN UPON THE FIRST SUPERSEDING LA SERENA CONDOMINIUM PLAN RECORDED SEPTEMBER 30, 2004 AS INSTRUMENT NO. 2004-715119, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA (THE "CONDOMINIUM PLAN"). RESERVING FROM PARCEL 2 ALL RIGHTS AND EASEMENTS FOR SET FORTH IN THE DECLARATION. PARCEL 3: NON-EXCLUSIVE APPURTENANT EASEMENTS IN AND TO THE ASSOCIATION PROPERTY NOW OR HEREAFTER OWNED BY THE LA SERENA CONDOMINIUM ASSOCIATION, A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION ("ASSOCIATION"), AS SET FORTH IN THE DECLARATION "ASSOCIATION PROPERTY" IS DEFINED IN THE DECLARATION. PARCEL 4: THE EXCLUSIVE RIGHT TO USE ANY EXCLUSIVE USE AREA SHOWN ON THE CONDOMINIUM PLAN AS BEING APPURTENANT TO THE LIVING UNIT DESCRIBED IN PARCEL 2 ABOVE. The property heretofore described is being sold "as is". The street address and other common designation, if any, of the real property described above is purported to be: 10151 ARROW ROUTE #16, 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 without covenant or warranty, express or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the Note(s) secured by said Deed of Trust, with interest thereon, as provided in said Note(s), advances if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the

## Public Notices

trusts created by said Deed of Trust. The total amount of the unpaid balance of the obligations secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of this Notice of Trustee's Sale is estimated to be \$167,299.47 (Estimated). However, prepayment premiums, accrued interest and advances will increase this figure prior to sale. Beneficiary's bid at said sale may include all or part of said amount. In addition to cash, the Trustee will accept a cashier's check drawn on a state or national bank, a check drawn by a state or federal credit union or a check drawn by a state or federal savings and loan association, savings association or savings bank specified in Section 5102 of the California Financial Code and authorized to do business in California, or other such funds as may be acceptable to the Trustee. In the event tender other than cash is accepted, the Trustee may withhold the issuance of the Trustee's Deed Upon Sale until funds become available to the payee or endorsee as a matter of right. The property offered for sale excludes all funds held on account by the property receiver, if applicable. If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee and the successful bidder shall have no further recourse. Notice to Potential Bidders If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a Trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a Trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same Lender may hold more than one mortgage or Deed of Trust on the property. Notice to Property Owner The sale date shown on this Notice of Sale may be postponed one or more times by the Mortgagee, Beneficiary, Trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about Trustee Sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call Auction.com at 800.280.2832 for information regarding the Trustee's Sale or visit the Internet Web site address www.Auction.com for information regarding the sale of this property, using the file number assigned to this case, CA09002099-11-5. 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. Date: July 20, 2017 MTC Financial Inc. dba Trustee Corps TS No. CA09002099-11-5 17100 Gillette Ave Irvine, CA 92614 Phone: 949-252-8300 TDD: 866-660-4288 Stephanie Hoy, Authorized Signatory SALE INFORMATION CAN BE OBTAINED ONLINE AT www.Auction.com FOR AU-

## Public Notices

TOMATED SALES INFORMATION PLEASE CALL: Auction.com at 800.280.2832 Trustee Corps may be acting as a debt collector attempting to collect a debt. Any information obtained may be used for that purpose. ISL Number 33126, Pub Dates: 07/28/2017, 08/04/2017, 08/11/2017, SAN BERNARDINO SENTINEL

ORDER TO SHOW CAUSE FOR CHANGE OF NAME CASE NUMBER CIVDS1713993

TO ALL INTERESTED PERSONS: Petitioner: Laura B. Urzua-Irizarry filed a petition with this court for a decree changing names as follows:

Laura Betzabe Urzua-Irizarry to: Laura Betzabe Urzua

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: 09/01/2017

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 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: July 21, 2017

Michael A. Sachs

Judge of the Superior Court.

Published in SAN BERNARDINO COUNTY SENTINEL on 07/28/2017, 08/04/2017, 08/11/2017, 08/18/2017

APN: 1100-163-27-0-000 TS No: CA05000018-17-1 TO No: 170026873 NOTICE OF TRUSTEE'S SALE (The above statement is made pursuant to CA Civil Code Section 2923.3(d)(1). The Summary will be provided to Trustor(s) and/or vested owner(s) only, pursuant to CA Civil Code Section 2923.3(d)(2).) YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED December 19, 2007. 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 August 31, 2017 at 02:00 PM, on the Southside of the main entrance to the Chino Public Library, 13180 Central Avenue, Chino, CA 91710, MTC Financial Inc. dba Trustee Corps, as the duly Appointed Trustee, under and pursuant to the power of sale contained in that certain Deed of Trust recorded on December 26, 2007 as Instrument No. 2007-0712471, and that said Deed of Trust was modified by Modification Agreement and recorded May 22, 2012 as Instrument Number 2012-0196772, of official records in the Office of the Recorder of San Bernardino County, California, executed by PAUL GRUBB, AN UNMARRIED MAN, as Trustor(s), in favor of MORTGAGE ELECTRONIC

## Public Notices

REGISTRATION SYSTEMS, INC. as nominee for DUXFORD FINANCIAL, INC. as Beneficiary, WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER, in lawful money of the United States, all payable at the time of sale, that certain property situated in said County, California describing the land therein as: AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST The property heretofore described is being sold "as is". The street address and other common designation, if any, of the real property described above is purported to be: 8090 CORNWALL COURT #24, RANCHO CUCAMONGA, CA 91739 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 without covenant or warranty, express or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the Note(s) secured by said Deed of Trust, with interest thereon, as provided in said Note(s), advances if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust. The total amount of the unpaid balance of the obligations secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of this Notice of Trustee's Sale is estimated to be \$538,454.02 (Estimated). However, prepayment premiums, accrued interest and advances will increase this figure prior to sale. Beneficiary's bid at said sale may include all or part of said amount. In addition to cash, the Trustee will accept a cashier's check drawn on a state or national bank, a check drawn by a state or federal credit union or a check drawn by a state or federal savings and loan association, savings association or savings bank specified in Section 5102 of the California Financial Code and authorized to do business in California, or other such funds as may be acceptable to the Trustee. In the event tender other than cash is accepted, the Trustee may withhold the issuance of the Trustee's Deed Upon Sale until funds become available to the payee or endorsee as a matter of right. The property offered for sale excludes all funds held on account by the property receiver, if applicable. If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee and the successful bidder shall have no further recourse. Notice to Potential Bidders If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a Trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a Trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same Lender may hold more than one mortgage or Deed of Trust on the property. Notice to Property Owner The sale date shown on this Notice of Sale may be postponed one or more times by the Mortgagee, Beneficiary, Trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law

## Public Notices

requires that information about Trustee Sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call In Source Logic at 702-659-7766 for information regarding the Trustee's Sale or visit the Internet Web site address listed below for information regarding the sale of this property, using the file number assigned to this case, CA05000018-17-1. 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. Date: July 20, 2017 MTC Financial Inc. dba Trustee Corps TS No. CA05000018-17-1 17100 Gillette Ave Irvine, CA 92614 Phone: 949-252-8300 TDD: 866-660-4288 Myron Ravelo, Authorized Signatory SALE INFORMATION CAN BE OBTAINED ON LINE AT www.insourcelogic.com FOR AUTOMATED SALES INFORMATION PLEASE CALL: In Source Logic AT 702-659-7766 Trustee Corps may be acting as a debt collector attempting to collect a debt. Any information obtained may be used for that purpose. ISL Number 33177, Pub Dates: 07/28/2017, 08/04/2017, 08/11/2017, SAN BERNARDINO SENTINEL

ORDER TO SHOW CAUSE FOR CHANGE OF NAME CASE NUMBER CIVDS1712501

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

Ayanna Aminah Givens to: Ayanna Aminah Kannan

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: 08/28/2017

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 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: July 03, 2017

Michael A. Sachs

Judge of the Superior Court.

Published in SAN BERNARDINO COUNTY SENTINEL on 08/04/2017, 08/11/2017, 08/18/2017, 08/25/2017

ORDER TO SHOW CAUSE FOR CHANGE OF NAME CASE NUMBER CIVDS1714022

TO ALL INTERESTED PERSONS: Petitioner: Bobbie Ann Shackelford filed a petition with this court for a decree changing names as follows:

Alexianna Skye Shackelford to: Alexianna Skye Paniagua

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.

## Public Notices

Notice of Hearing: Date: 09/25/2017 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 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: July 24, 2017

Michael A. Sachs

Judge of the Superior Court.

Published in SAN BERNARDINO COUNTY SENTINEL on 08/04/2017, 08/11/2017, 08/18/2017, 08/25/2017

FICTITIOUS BUSINESS NAME STATEMENT FILE NO-20170008595

The following person(s) is(are) doing business as: Self Made Training Facility, 11553 Foothill Blvd, Rancho Cucamonga, CA 91730, KKG Enterprise, 12672 Limonite Ave, Num 3E514, Eastvale, CA 92880

Business is Conducted By: A Limited Liability Company

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/Grant Wickman

This statement was filed with the County Clerk of San Bernardino on: 7/28/2017

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

Began Transacting Business: 5/5/2017

County Clerk, s/EF 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). 8/4/2017, 8/11/2017, 8/18/2017, 8/25/2017

FICTITIOUS BUSINESS NAME STATEMENT FILE NO-20170008561

The following person(s) is(are) doing business as: St. Mina's Cleaners, 645 E. Hospitality Lane, Suite A, San Bernardino, CA 92408, Binh Q Nguyen, 4552 Mission Inn Ave., Riverside, CA 92501

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/Binh Q Nguyen

This statement was filed with the County Clerk of San Bernardino on: 7/27/2017

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/GA

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). 8/4/2017, 8/11/2017, 8/18/2017, 8/25/2017

FICTITIOUS BUSINESS NAME STATEMENT FILE NO-20170008767

The following person(s) is(are) doing business as: JMC Beauty, 936 Cone Flower Ln, Ontario, CA 91762, 936 Cone Flower Ln, Ontario, CA 91762, Jessica M Ceja, 936 Cone Flower Ln, Ontario, CA 91762

Business is Conducted By: An Individual

Signed: BY SIGNING BELOW, I DECLARE THAT ALL INFORMATION IN THIS STATEMENT IS TRUE AND CORRECT. A reg-













**In Denying Injunction, Judge Signals Annexation Challenge Has Merit**  
*from page 4*

when the Sunset Beach case was under consideration by the appellate court. The appellate court made no mention of Proposition 26 in its Sunset Beach case ruling. Thus, Briggs maintains, the Sunset Beach ruling may not be fully applicable to the circumstance in Upland and San Antonio Heights, and Proposition 26 may yet prove a basis upon which to invalidate the application of the FP-5 zone tax to other parts of the district.

The battle against the annexation has been an uphill one, with those opposed to it having been outgunned politically and outmuscled administratively at every stage, at the city, county and Local Agency Formation Commission lev-

els. Prior to the protest deadline, the San Antonio Heights Association had sought, unsuccessfully to obtain a temporary restraining order to prevent the city, county, district and the Local Formation Commission from proceeding. That

application was denied as premature, since the outcome of the protest vote was not known at that time, and a successful show of protest would have rendered the entire suit moot. But the city and county immediately went forward with

transitioning the city fire department into the county agency, a further setback which was confirmed by Cohn's refusal to grant the preliminary injunction. But a string of seven consecutive setbacks against a mélange of governmental entities

holding all, or nearly all of the administrative cards has not daunted those determined to see the challenge through.

The language in Cohn's decision pertaining to the plaintiff's likelihood to prevail on the merits heartened mem-

bers of the San Antonio Heights Association, the first victory in what looks to be a long twilight struggle. At press time, word has come that the decision to deny the injunction is being appealed.



**Devereaux & Hughes Get Nearly Quarter Of A Million Dollar Annual Consultancies With Airport**  
*from page 3*

mand decision to enter into the first joint powers agreement relating to Ontario Airport, one aimed at effectuating the expansion of the facility, which that year had fewer than 200,000 passengers pass through its gates. The joint operating agreement the Ontario City Council ratified with the City of Los Angeles permitted the larger city to use its stronger negotiating po-

sition with the airlines serving Southern California to induce them to utilize Ontario Airport. Using the leverage it possessed by virtue of its control of gate positions at Los Angeles International Airport, Los Angeles persuaded a whole host of airlines to begin flying into and out of Ontario, transforming the former backwater airfield into a world class aerodrome, paving its gravel parking lot, eliminating one of its obsolete runways, improving its existing east-west runway and constructing another, and in the late 1990s constructing an ultra-modern concourse and two new terminals.

All told, Los Angeles pumped more than half of a billion dollars into improvements at Ontario Airport.

In 1985, after all of the performance criteria in the original joint operating agreement were achieved, the city council, acting against the wishes of then-mayor Robert Ellingwood and during Ellingwood's absence, voted 4-0 to deed the airport to the City of Los Angeles for no consideration. During the more than two-decades after that transition, the airport continued to prosper, with ridership rising to an all-time record 7.2 million in 2007.

2007 proved to be the

high water mark in the relationship between the cities of Los Angeles and Ontario with regard to Ontario International Airport. That year, two events transpired to sour those relations and send the two cities onto a collision course with one another. The first of those was Los Angeles' push to step up the modernization of Los Angeles International Airport, which would ultimately lead, at least in part, to soaring passenger numbers there. The second event was the massive economic downturn that transitioned into a lingering national, state-wide and regional recession that perpetuated

itself for nearly seven years. Airlines, in an effort to shield themselves from the continuing economic decline, began cutting back on flights, particularly to locations outside heavy population centers. Beginning in 2008 and until mid-2014, passenger traffic at Ontario International declined steadily. This led to a deterioration in the working relationship between Los Angeles and Ontario.

In the latter three years of Devereaux's tenure as city manager, there was some discussion of the desirability of Ontario eventually re-

*Continued on Page 18*

**Public Notices**

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/ KARLA MORA  
Statement filed with the County Clerk of San Bernardino on 7/26/2017  
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 8/4, 8/11, 8/18, 8/25, 2017. 311724

FBN 20170008505  
The following person is doing business as: SOUTH COAST EVS, 2020 S. BAKER AVENUE ONTARIO, CA 91761, [MAILING ADDRESS 2020 S. BAKER AVENUE ONTARIO, CA 91761]

This business is conducted by an: CORPORATION.  
The registrant commenced to transact business under the fictitious business name or names listed above on: 01/01/2007

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/ KEVINE NEWELL  
Statement filed with the County Clerk of San Bernardino on 7/26/2017  
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 8/4, 8/11, 8/18, 8/25, 2017. 311725

FBN 20170008510  
The following person is doing business as: QWICK CASH ATMS, 9732 CERISE STREET RANCHO CUCAMONGA, CA 91730, MARK A PEIFER, 9732 CERISE STREET RANCHO CUCAMONGA, CA 91730, [AND] JEANETTE PEIFER, 9732 CERISE STREET RANCHO CUCAMONGA, CA 91730  
This business is conducted by

**Public Notices**

an: MARRIED COUPLE.  
The registrant commenced to transact business under the fictitious business name or names listed above on: 11/07/2008

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/ MARK A PEIFER  
Statement filed with the County Clerk of San Bernardino on 7/27/2017  
I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

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Published in the San Bernardino County Sentinel 8/4, 8/11, 8/18, 8/25, 2017. 311726

FBN 20170008532  
The following person is doing business as: HAIR GYPSI, 5533 PHILADELPHIA ST. CHINO, CA 91710, [MAILING ADDRESS 836 WEST TENTH ST POMONA, CA 91766], IRENE Y CORONADO, 836 WEST TENTH ST POMONA, CA 91766

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/ IRENE Y CORONADO  
Statement filed with the County Clerk of San Bernardino on 7/27/2017  
I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

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Published in the San Bernardino County Sentinel 8/4, 8/11, 8/18, 8/25, 2017. 311727

FBN 20170008533  
The following person is doing business as: SALON STRUT, 33492 OAK GLEN RD STE 1 YUCAIPA, CA 92399, CAMIE L FERGUSON, 33492 OAK GLEN RD STE 1 YUCAIPA, CA 92399

**Public Notices**

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/ CAMIEL FERGUSON  
Statement filed with the County Clerk of San Bernardino on 7/27/2017  
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Published in the San Bernardino County Sentinel 8/4, 8/11, 8/18, 8/25, 2017. 311728

FBN 20170008534  
The following person is doing business as: RANDY'S REPAIR, REMODEL AND SERVICES, 1338 ST ANTON DR BLUE JAY, CA 92317-0622, RANDALL E PY, 1338 ST ANTON DR BLUE JAY, CA 92317-0622

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/ RANDALL E PY  
Statement filed with the County Clerk of San Bernardino on 7/27/2017  
I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

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Published in the San Bernardino County Sentinel 8/4, 8/11, 8/18, 8/25, 2017. 311729

FBN 20170008537  
The following person is doing business as: AMERICAN NAILS & SPA, 10036 SIERRA AVE. SUITE A FONTANA, CA 92335, TO VO, 10036 SIERRA AVE. SUITE A FONTANA, CA 92335

**Public Notices**

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/ TO VO  
Statement filed with the County Clerk of San Bernardino on 7/27/2017  
I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

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Published in the San Bernardino County Sentinel 8/4, 8/11, 8/18, 8/25, 2017. 311730

FBN 20170008543  
The following person is doing business as: PRETTY, 5060 E. MONTCLAIR PLAZA LANE MONTCLAIR, CA 91763, WILLIAMS A MANCILLA ROSALES, 1429 N GROVE AVENUE APT 102 ONTARIO, CA 91764

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/ WILLIAMS A MANCILLA ROSALES  
Statement filed with the County Clerk of San Bernardino on 7/27/2017  
I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

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Published in the San Bernardino County Sentinel 8/4, 8/11, 8/18, 8/25, 2017. 311731

FBN 20170008545  
The following person is doing business as: THE WORLD OF COMPUTER & SCIENCE, 1720 GOLDEN SPIKE DR COLTON, CA 92324, MARIA E CHAVEZ BAR-

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RIOS, 1720 GOLDEN SPIKE DR COLTON, CA 92324  
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/ MARIA E CHAVEZ BAR-RIOS  
Statement filed with the County Clerk of San Bernardino on 7/27/2017  
I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

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Published in the San Bernardino County Sentinel 8/4, 8/11, 8/18, 8/25, 2017. 311732

FBN 20170008546  
The following person is doing business as: FAN WAGON, 10037 SALINA ST RANCHO CUCAMONGA, CA 91730, PATRICK M ABRAM SR, 10037 SALINA ST RANCHO CUCAMONGA, CA 91730, [AND] LESLIE R ABRAM, 10037 SALINA ST RANCHO CUCAMONGA, CA 91730

This business is conducted by an: MARRIED COUPLE.  
The registrant commenced to transact business under the fictitious business name or names listed above on: 11/07/2008

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/ PATRICK M ABRAM SR  
Statement filed with the County Clerk of San Bernardino on 7/27/2017  
I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

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Published in the San Bernardino County Sentinel 8/4, 8/11, 8/18, 8/25, 2017. 311733

FBN 20170008556  
The following person is doing

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business as: MOTEL 6, 777 WEST 6TH ST SAN BERNARDINO, CA 92410, AVIYA HOSPITALITY INC, 11734 E IMPERIAL HWY NORWALK, CA 90650

This business is conducted by an: CORPORATION.  
The registrant commenced to transact business under the fictitious business name or names listed above on: 9/20/2016

By signing, I declare that all information in this statement is true and correct. A registrant who declares as true information which he or she knows to be false is guilty of a crime (B&P Code 179130. I am also aware that all information on this statement becomes Public Record upon filing.

s/ PRAKASH PATEL  
Statement filed with the County Clerk of San Bernardino on 7/27/2017  
I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

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Published in the San Bernardino County Sentinel 8/4, 8/11, 8/18, 8/25, 2017. 311734

FBN 20170008576  
The following person is doing business as: B.A.T. CULTIVATION COLLECTIVE INCORPORATED, 1398 GARNET AVE. MENTONE, CA 92359, B.A.T. CULTIVATION COLLECTIVE INCORPORATED, 1398 GARNET AVE. MENTONE, CA 92359

This business is conducted by an: CORPORATION.  
The registrant commenced to transact business under the fictitious business name or names listed above on: 6/12/17

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/ BRANDON BUOXE  
Statement filed with the County Clerk of San Bernardino on 7/28/2017  
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

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Published in the San Bernardino County Sentinel 8/4, 8/11, 8/18, 8/25, 2017. 311735

FBN 20170008579

**Public Notices**

The following person is doing business as: 504 CONNECTIONS, 14689 VALLEY CENTER DR, SUITE E103 VICTORVILLE, CA 92395, NELSON A LOPEZ MURILLO, 21495 NATIONAL TRAILS HWY, ORO GRANDE, CA 92368

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/ NELSON A LOPEZ MURILLO  
Statement filed with the County Clerk of San Bernardino on 7/28/2017  
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

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Published in the San Bernardino County Sentinel 8/4, 8/11, 8/18, 8/25, 2017. 311736

FBN 20170008593  
The following person is doing business as: TUBS N ISLANDS, 8250 VINEYARD AVE #106 RANCHO CUCAMONGA, CA 91730, ROBERT D RISHEL, 8250 VINEYARD AVE #106 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 179130. I am also aware that all information on this statement becomes Public Record upon filing.

s/ ROBERT D RISHEL  
Statement filed with the County Clerk of San Bernardino on 7/28/2017  
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Published in the San Bernardino County Sentinel 8/4, 8/11, 8/18, 8/25, 2017. 311737

## San Bernardino County Coroner Reports

Coroner Case #701705173 On 07/25/2017, at 10:21 A.M., officers with the Fontana Police Department and paramedics with the Fontana Fire Department responded to an auto versus pedestrian at 16526 El Revino Drive in Fontana. The pedestrian, a two-year-old child, a resident of Fontana, was pronounced dead by paramedics at 10:33 AM. The Fontana Police Department is investigating the incident. [07252017 2030 EM] UPDATE: The two year old was identified as Liam Carrera, resident of Fontana. [07262017 1010 JK]

Coroner Case #701704746 Roman Anthony Rios, was a 19 year old resident of Palmdale. On Friday 07/07/2017, at 3:32 pm, Rios was traveling eastbound on Interstate 210 at Baseline Rd. on his motorcycle in Upland. Rios rear ended a van that was also traveling eastbound on Interstate 210. Rios was transported to San Antonio Regional Hospital (SARH) where he succumbed to his injuries at 4:44 pm The California Highway Patrol Rancho Cucamonga Office is investigating. [07092017 0120 SC]

Coroner Case #701705080 On Friday, 07/21/17, at 2:24 P.M., a single-vehicle accident was reported in Angelus Oaks, in the 37800 block of Highway 38. The driver, and sole occupant of the vehicle, a 1994 Jeep Grand Cherokee, Frank Joseph Zuppiger, an 85 year old resident of Big Bear Lake, was transported to Arrowhead Regional Medical Center, where he was pronounced dead in the emergency room at 3:35 PM. The accident is under investigation by the California Highway Patrol (Arrowhead Division). [07222017 0550 SC]

Coroner Case #701705083 On Friday 07/21/2017, at 8:44 P.M. Brenda Amador, an 18 year old resident of Fontana, was the front passenger of a blue 2001 Toyota Corolla that was traveling south bound on Citrus Ave. at the intersection of Randall Ave., in Fontana. The driver of a 2014 Chrysler 300 was westbound on Randall Ave. The driver of the Chrysler ran the red light at Randall Ave. and Citrus Ave., and struck the Toyota on the driver side. Amador was transported to Kaiser Foundation Hospital Fontana (KFHF) with possible head trauma. While in the emergency room Amador succumbed to her injuries and was pronounced dead at 9:18 PM. The Fontana Police Department is investigating. [07222017 0610 SC]

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

### Two Former Ontario City Managers Land Top Dollar Three-Year Guaranteed Consulting Contracts At Airport

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gaining ownership and operational control of the airport, but there was no concerted move in that direction, and the assumption was that once the recession abated, Ontario International Airport yet under Los Angeles' management would again reestablish itself as a vibrant hub airport within a large geographical trade area containing a rapidly growing population. In addition, Devereaux, whose consummate skill at running large organizations did not involve a formula that included getting into gratuitous power struggles with other governmental entities, was constitutionally averse to challenging Los Angeles over ownership of Ontario Airport. Given the sheer scope and complexity of that operation and the paramount need to keep it functioning smoothly, he let it ride.

When Devereaux departed to become the county's chief executive officer, the Ontario City Council tapped the city's 46-year-old fire chief, Chris Hughes, to succeed him. It was early on under Hughes' watch that Ontario officials, led by city councilman Alan Wapner, initiated a cam-

paign aimed at wresting control and ownership of Ontario International Airport back from Los Angeles. Los Angeles officials at first ignored and then began to resist that effort, which grew increasingly strident and uncivil. Ontario officials, with Wapner in the lead, began to openly charge that Los Angeles World Airports, the corporate entity Los Angeles used to operate its airports, was deliberately managing Ontario International operations to raise costs and minimize both revenues and ridership there as part of a plot to increase revenue and gate numbers at Los Angeles International Airport. Los Angeles officials denied those accusations, pointing out that the airlines were being pushed by their own economic imperatives.

In 2012, well after Ontario had escalated a sharply-worded and increasingly acrimonious campaign to induce Los Angeles to surrender its ownership and management control over the airport but nearly a full year before Ontario filed a lawsuit aimed at just that end, a joint powers authority was formed involving both the City of Ontario and San Bernardino County. That entity, the Ontario International Airport Authority, was created, ostensibly, to serve as the administrative agency to guide its operations, management, marketing and development "should the city acquire it from Los

Angeles." Notably, Devereaux was intimately involved on the county end in the formation of the joint powers authority. The city of Ontario, even before the authority was officially chartered, designated councilmen Alan Wapner and James Bowman to sit as Ontario's representatives on the five member authority board. The county chose Ovitt as its representative, thus providing virtual assurance that the airport would be run in accordance with Ontario's priorities.

In 2013, in the waning days of Anthony Villaraigosa's tenure as Los Angeles mayor, the city of Ontario, through the Washington, D.C.-based law firm of Shepard Mullin Richter & Hampton, sued Los Angeles in the neutral forum of Riverside Superior Court, charging Los Angeles and Los Angeles World Airports with willful mismanagement of Ontario Airport and seeking the return of the aerodrome to the city in which it is located.

During the period leading up to Los Angeles returning Ontario Airport to Ontario, Ontario city officials couched the transfer in terms to suggest that the airport would be returned to "regional" control or "local" control, thereby downplaying the otherwise well understood proposition that the airport – which lies within the Ontario City Limits – was to be controlled in actuality by

Ontario.

In a deal tentatively arrived at in August 2015 and officially ratified four months later, a ceasefire in the legal and procedural war between Ontario and Los Angeles relating to the airport was declared, with Ontario agreeing to pay Los Angeles \$150 million for the airport, provide another \$60 million to purchase assets technically belonging to Los Angeles World Airports that were in place at Ontario Airport and which were crucial or indispensable to its operations and assume bonded indebtedness of roughly \$50 million related to the airport. Los Angeles agreed to transfer ownership and operation to Ontario.

In December 2015, the cities of Los Angeles and Ontario closed that deal.

Roughly a month later, Ontario lured Kelly Fredericks, the president and CEO of the Rhode Island Airport Corporation and the de facto executive director of the T.F. Green Airport in Providence, Rhode Island, to guide the city in its transition to ownership and operation of Ontario International. Fredericks officially began as Ontario Airport CEO in March 2016. Fifteen months later, however, Fredericks found himself on the outs with a majority of the board and on July 5, 2017 the board during a closed-door session removed Fredericks as the air-

port's executive director, effective immediately.

An issue that led to Fredericks' ouster is the escalating pressure, vectored through Ontario's political leaders, to free up the expanse of land surrounding the airport, which is considered to be a part of the airport's footprint by virtue of ownership rights and control, for development. At present, the lion's share of that property is not being used for what is considered to be strictly-aviation related purposes but rather as a buffer. The elected officials on the board, as well as their elected colleagues, who are the recipients of largesse from developmental interests in terms of funding for their political campaigns, have been repeatedly importuned by those individuals and corporations bankrolling their political careers to free up the property so they can profiteer by acquiring it and converting it to either commercial or industrial use.

In their effort to please their campaign donors, the Ontario International Airport Authority's board members have seized upon the representation that such development will provide for economic growth.

Fredericks, however, considered the stampede to develop the property at the airport's periphery a shortsighted stratagem that would ultimately prove detrimental with regard to any future aviation-related expansion

at the airport.

The differences between Fredericks and his political masters on the board were becoming increasingly evident as Fredericks dragged his feet in finalizing a master plan for the airport that would have included cataloging more than 200 acres in the immediate vicinity of the airport as surplus property to be actuated for sale in relatively short order.

Perceiving Fredericks as an obstructionist, the board as early as April began to send signals it was growing disenchanted with his leadership, while simultaneously waiting for him to conform his leadership with the board's vision. When he did not, an effort to move him out as CEO began.

Of note in this regard is that Lucy Dunn, who had been a member of the Ontario International Airport Authority board since 2012, was heavily engaged in pressuring Fredericks to clear the way for the sale of the airport's surplus property prior to his sacking. Dunn, who is the president and CEO of the Orange County Business Council and has connections to those potentially interested in the development of the property, has left the board.

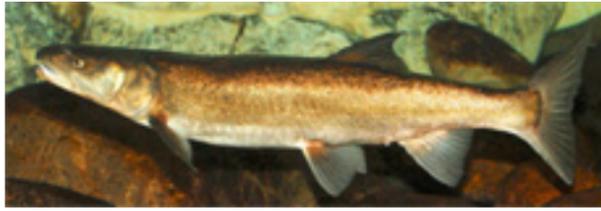
Quietly, the four-member board on July 26 provided Devereaux and Hughes each with \$20,000 per month consulting contracts that are

*Continued on Page 19*

## County Wildlife Corner

## The Colorado River Pikeminnow

The Colorado pikeminnow, known by its scientific name *Ptychocheilus lucius*, was formerly called the Colorado squawfish. It is the largest cyprinid fish of North America and one of the largest in the world, with past reports of individuals up to 6 feet and weighing over 100 pounds. It was once plentiful on San Bernardino County's eastern coast but rarely makes that far downstream anymore. It was an important food fish for both Native Americans and European settlers. It is endemic to the Colorado River and like three other Colorado River endemic species – the bonytail chub, the humpback chub, and the razorback sucker – its numbers and range long ago declined to the point where it was listed as endangered. That listing came in 1967, and at this point it is considered vulnerable by the Inter-



national Union for the Conservation of Nature.

All four species of pikeminnow, including the Colorado River variety, have elongated bodies similar to the pike. It has a cone-shaped and somewhat flattened and elongated head which accounts for close to one-fourth its body length. Color grades from bright olive green on the back to a paler yellowish shade on the flanks, to white underneath. Young fish also have a dark spot on the caudal fin. Both the dorsal and anal fins typically have nine rays. Its pharyngeal teeth are long and hooked.

Colorado pikeminnow can live up to 40 years.

The reports of six foot long Colorado squaw-

fish are estimates from skeletal remains. Anecdotal accounts hold that such individuals were once common. Catches in the 1960s ranged up to 25 inches for 11-year-old fish but, by the early 1990s, maximum sizes reached no more than 14 inches. Biologists now consider the average size of an adult pikeminnow to be between 4 and 9 pounds, and reports of the fish latterly exceeding 3 feet in length are now in question.

Young pikeminnows, up to two inches long, eat cladocerans, copepods, and chironomid larvae, then shift to insects at around four inches, gradually eating more fish as they mature. Once they achieve a length of about one foot,

they feed almost entirely upon fish.

The young fish emerge from whitewater canyons, enter the drift as sac-fry and are transported downstream. Habitat for the young fish is predominately alongshore backwaters and associated shorelines of more alluvial reaches of the turbulent and turbid rivers of the Colorado system. In contrast, adults reside in more well-defined channels, where they seek eddy habitats and prey on suckers and minnows. Colorado pikeminnow make freshwater spawning migrations to their natal areas. These migrations can begin as upstream or downstream movements, depending on the location of home range of individuals, and may involve 60 or more miles. Spawning occurs around the summer solstice, with declining flows and increasing temperatures. Breeding



males are bronze-colored and heavily covered with tubercles while females are generally larger, lighter in color and with fewer tubercles. As the fish reach the spawning location they stage in deeper pools and eddies and make spawning runs into nearby runs and deep riffles, where the adhesive eggs are released. Upon hatching and swim-up the small fry are entrained and carried 30 to 60 miles downstream.

The species was once found throughout the Colorado basin, so it occurred in Arizona, California, Colorado, Nevada, New Mexico, Utah, and Wyoming, as well as in Mexico. Damming and habitat alterations have decimated the fish's popula-

tions. Additionally, land managers in the past attempted to reduce the native fish population of the Colorado basin to favor sport fishing. In the mid-1960s, the federal government poured the poison rotenone into the Green and San Juan Rivers to create an environment supportive of non-native sportfish. They have been transplanted to the Salt River and Verde River, both within their native range.

Recovery efforts are focused on operating dams to create more of a natural flow pattern, improving fish passage up- and downstream, and restricting stocking of nonnative fish to reduce ecological interactions. Thus far, progress in recovering the pikeminnow has been limited.

### Retail Outlook Shifts In Chino Valley from front page

suiting for small retailers and professional service providers.

The 47,263-square-foot under roof at what was formerly the Ralph's

grocery store will be modified into 4 suites for 13 small offices, five retail/office suites, four retail spaces and two restaurants.

The interior remodel of offices, retail, and restaurants will occupy 31,963-square-feet.

The 15,300-square-

foot area where Fresh 'n Easy was located from 2008 to 2015 will remain vacant with the goal of attracting a grocery store.

Paul Justice, a representative for the shopping center, told the Chino Hills planning commission May 16 that he had high hopes to attract a large anchor tenant but it has been a struggle because there isn't enough demand for a 31,963-square-foot building.

"It was a real blow to the shopping center when Fresh 'n Easy left," Mr. Justice said.

Justice said there is a market demand for

"pocket" office spaces of roughly 220 to 250-square-feet. Gordon Ranch will meet that demand, he said.

### Devereaux & Hughes Get Airport Consulting Jobs from page 18

guaranteed to run for 36 months, for a total of \$720,000 or \$240,000 per year.

The provision of the consulting contracts with Devereaux and Hughes were played close to the vest by the moving of the board's

July 25 meeting to July 26 and through language in the contracts and the agenda relating to them which referenced not Devereaux and Hughes, but rather their respective companies, Worthington Partners, LLC and Woodlawn Consulting, LLC. By the terms of those contracts, both are to remain in place for the full three years unless they are terminated with cause. If they are terminated without cause, they are to continue to receive their \$20,000 per month stipends.

Devereaux's contract specifies that he is to "assist Ontario International

Airport Authority with consulting and representational services relating to the general administration of Ontario International Airport Authority and will include, but not be limited to, airport land development related issues, airport economic development, and advisory services to the Ontario International Airport Authority chief executive officer, Ontario International Airport Authority management, other Ontario International Airport Authority consultants, and Ontario International Airport

*Continued on Page 20*

### Travis-Miller from front page

in an untenable position, in April 2012 resigned. At that point, Travis-Miller was elevated to the position of acting city manager. In tandem with then-finance director Jason Simpson, Travis-Miller made a review of the city's financial books, the conclusions of which were so startling that the city council in July 2012 resolved to file for Chapter 9 bankruptcy protection on the basis of a 45-page report from Travis-Miller recommending the city do just that. The city did so the following month. Travis-Miller gamely soldiered

on as acting city manager, but in 2013 left to become the executive director of the San Gabriel Valley Council of Governments. In March 2015, she accepted the position of city manager in Covina.

After she resigned as Covina city manager in May 2016, Travis-Miller made her way back to San Bernardino, where she was again installed as deputy city manager. She was in place when the city made its historic exit, after five years, from bankruptcy.

Earlier this year, in February, she was very nearly elevated to the city manager's position

*Continued on Page 20*

### John Brown from page 5

Brown was less successful in his venture to build a ferry across the Colorado River at Fort Mojave he left Chief Sicahoot in charge of it. Sicahoot was unable to run it at a profit and the ferry was eventually

abandoned.

Brown had a contract for delivering mail to the mining camps at Holcomb and Bear Valley during 1873-74. Throughout his life, Brown claimed he was a mystic and had been fortuitously guided by his spiritual vision. In the 1880s Brown devoted some of his time to

writing a treatise about his psychic powers and experiences therefrom. His book on this subject, "The Mediumistic Experiences of John Brown, the Medium of the Rockies," was published in San Francisco during his lifetime. It is no longer in print, but is considered a prized collector's item.

Brown was one of

the founders of the San Bernardino Society of California Pioneers. He and James Waters were among the first vice presidents of the organization and John Brown, Jr. was the first secretary. Brown died on April 20, 1899. His funeral was put on by the Spiritualist Society.

# California Style Cycle

By Grace Bernal



streets. You see wheels of all sorts from one wheels, skateboards, and

We're on to biking and the August weekends are made for cycling. It's always a success and fun when you're styling a moving trend on the



roller skates/blades. But, it's definitely the bicycle that has returned. People are getting around more and more to work in their business out-



fits and pearls, anything from men in suits riding a bike in downtown to



women in shorts riding to the supermarket. It's a thrill watching peo-

ple ride their bikes for business or fun because



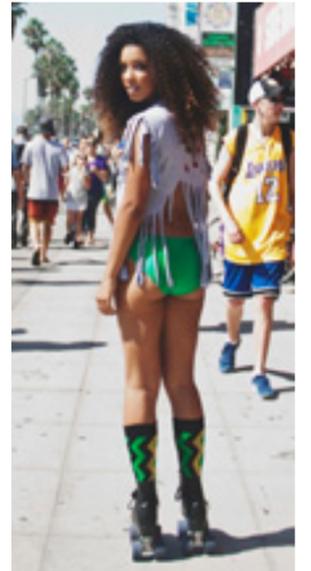
there's no question that in this century the cycle is a great city alternative. Some people are inventing and experimenting while wearing sandals, vans, dress,



shorts, or just a dog, and all on a bike. This is just the beginning of the bicycle paradise, which



started on the weekends and now has become a trend for the way to get to work, go shopping, or simply as a fun alternative. Try cycling in your favorite outfit this weekend. You'll find it thrilling. Enjoy!



*"Truly, the bicycle is the most influential piece of product design ever."*  
-Hugh Pearman

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

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## Devereaux & Hughes Guaranteed \$1.4M As Airport Consultants from page 19

Authority commission members on all matters mutually agreed upon, and as provided in the consultation agreement."

Hughes contract calls upon him to "assist Ontario International

Airport Authority with consulting and representational services relating to the general administration of Ontario International Airport Authority and will include, but not be limited to Ontario International Airport Authority organizational structure and development, airport economic development, airport development related issues, succession planning,

management coaching, and advisory services to the Ontario International Airport Authority chief executive officer, Ontario International Airport Authority management, other Ontario International Airport Authority consultants and Ontario International Airport

Authority commission members on all matters mutually agreed upon, and as provided in the consultation agreement."

Concerns that have been expressed with regard to the Devereaux and Hughes contracts pertain to their length, the lack of performance

criteria and performance-related accountability milestones therein, the appearance that the authority has become an insular den of insiders, and that their contracts essentially incentivize them to facilitate the sell-off of property to achieve a temporary

infusion of capital while surrendering intensified aviation-related development as a long term strategy, an approach that is blurring the distinction between urgency and priority.



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## Travis-Miller Promoted To SB City Manager from page 19

when city manager Mark Scott interviewed for the position as city manager in Reno. At that time, Travis-Miller advised the council to be patient with Scott's flirtation with the Reno job. At the last minute, Scott pulled out as a candidate for the Reno job and returned to San Bernardino. His tenure in the county seat lasted only six months more, however, and he has now taken an interim management assignment in Indio, which puts him much closer to his home in Rancho Mirage, where

his wife is employed.

An important issue for the council is consistency and stability in its managerial approach. In ten years, the city has employed five city managers - Fred Wilson, McNeeley, Travis-Miller, Alan Parker and Mark Scott. For a short time when the city was between city managers, police chief Jarrod Burgan filled that role on a temporary basis.

Overriding the objections of several citizens who objected to the \$253,080 annual salary and \$93,000 in total benefits Travis-Miller is to receive, the city council Wednesday night voted unanimously to hire her

as city manager. That vote came after councilman John Valdivia, who noted Travis-Miller "has already deserted our community once before," wrung from her a commitment to remain as city manager for five years and not surrender to the temptation to move on to a more lucrative or prestigious management position elsewhere.

"I would remind the council that I was here as your interim city manager previously and I did not accept the permanent appointment because I felt like I could not make that commitment given some of the dynamics," Travis-Miller responded, indicating those dynam-

ics had changed and the "council and this community have implemented a new [municipal] charter." She said the city has moved beyond seemingly rolling with the financial punches it was continuously sustaining, and is proactively taking control of its destiny. She said the council has "committed to some regular discussion about what your expectations are. You committed to strategic planning. With all those things and a strategic plan that involves all of us in a stronger, better San Bernardino, I can make that commitment."

-Mark Gutglueck