

The San Bernardino County Sentinel

News of Note
from Around the
Largest County
in the Lower
48 States

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Prosecutors & Defense In Colonies Criminal Trial Rehashing Civil Case

By Mark Gutglueck

In Week 17 of the Colonies Lawsuit Settlement Public Corruption Case prosecutors and defense attorneys once more, and as intensely as ever, appeared to be relitigating the civil suit that led to the bribery-related charges against the four defendants – developer Jeff Burum, former county supervisor Paul Biane, one-time deputy



Tom Malcolm

sheriffs' union president Jim Erwin and political

figure Mark Kirk – as well as the previous guilty pleas on a host of political corruption charges entered by previous chairman of the board of supervisors Bill Postmus.

The civil suit that led to the filing of the criminal charges related to the drainage issues at the Colonies Partners' Colonies at San Antonio residential and Colonies

Crossroads commercial subdivisions in northeast Upland.

The Colonies Partners purchased 434 acres in northeast Upland from the San Antonio Water Company in 1997 for \$16 million, intending to develop that property. Of significance in that effort was that as the first phase of the project, consisting a residential subdivision, was coming to fruition,

the California Department of Transportation, known by its acronym Caltrans, was moving ahead with the construction of the below-grade 210 Freeway extension through that area. This was of both benefit and hindrance to the Colonies Partners.

One benefit was that the northernmost strip of the 434 acres the Colonies Partners

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Six Years On, Redlands To Seek Exodus From Untoward Arrangement



Sharokh Shahabang

By Amanda Frye & Mark Gutglueck

It appears the City of Redlands is moving to unbind itself from a relationship it entered into with Dr. Sharokh Shahabang six-and-a-half years ago which called for the conversion of the building he owns proximate to City Hall at 5 E. Citrus Avenue into a downtown venue for dining, brainstorming and innovation. That effort involved the city's former redevelopment agency providing a family trust controlled by Shahabang with a \$150,000 loan.

The project never progressed toward fruition and Shahabang did not perform as promised. He was continuously in arrears on loan payments. On repeated occasions, as the city was on the brink of calling in the loan, Shahabang, would come up with the funding to make a last-minute or post-due date redressing of the arrearage, get an extension and limp forward.

In a city document that accompanied the original participation agreement between the Shahabang-Hatami Family Trust and the city dated November 16, 2010, it is stated, "Dr. Shahabang proposes a multi-level 180-seat eating establishment featur-

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Measure M Loophole Lets Uprated Density Into West Chino Without Referendum

Less than a month after the Chino City Council jockeyed around having to make a decision on a residential development project in one of its rural neighborhoods by deferring the decision on approval or disapproval to the city's voters, it embraced another controversial subdivision proposal on property that has historically hosted

low density agricultural uses.

At a population of 77,982, Chino is no longer the quaint farming community it was two and three generations ago or even a generation ago. Nevertheless, it is still home to four dozen dairies in its now defunct agricultural preserve and several pockets of occasional chick-

en ranches, pig, goat and sheep farms, not to mention equestrian estates. There is a core of hangers-on who want to preserve that. There are some others who do not own agricultural operations themselves who nevertheless see keeping them in place as a hedge against the encroaching urbanization, with newer neighborhoods in which

upwards of eight, ten, twelve or fourteen single family homes are being shoehorned onto a single acre, or a like number or even more attached condominiums are sprouting up, or apartment units of two, three and even four stories into which well over 100 people might dwell on a single acre.

A generation ago in 1988, Chino vot-

ers passed Measure M, which mandates that if a developer wants to proceed with a project of greater density than provided for in the city's zoning codes, the city council does not have on its own the authority to accommodate the developer's request. Rather, a majority of voters throughout the city must give their con-

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Another Court Setback Leaves Sanctity Of Pensions In Doubt

By Ed Mendel

In another ruling allowing pension cuts, an appeals court last week overturned a state labor board ruling that a voter-approved San Diego pension reform was invalid because the city declined to bargain the issue with labor unions.

The initiative approved by 66 percent of San Diego voters in 2012 gave all new city hires, except police, a 401(k)-style individual

investment retirement plan instead of a pension and imposed a five-year freeze on pay used to calculate pensions.

The state Public Employment Relations Board, whose post-election decision was overturned by a unanimous ruling of a three-member appellate panel, took the unprecedented step of trying to get a court to remove the San Diego initiative from the ballot before the vote. See P 3

Lennar Gets Go-Ahead On 128 Homes North Of Lytle Creek Wash In Devore

The county has pretty much signed off on allowing Lennar Homes build 128 houses on 34 acres northerly of Lytle Creek Wash and south of the intersection of Glen Helen Parkway with Interstate Highway 15 in the Devore area.

According to a joint report and recommendation from Gerry Newcome, the county's director of public works, and Tom Hudson, the director of the county's land

use services division, that was accepted by the board of supervisors on last week, Lennar satisfied requirement that it commit to providing the infrastructure needed to accommodate the development.

Lennar signed a performance guarantee agreement and shelled out \$46,052 in cash to place markers on the surveyed area where the development is to take place for the purpose of distin-

guishing the boundaries identified and specified during the completion of the survey, it put up a tax bond of \$170,700 in cash and pledged a \$1.48 million surety for roads & drainage, a \$740,000 surety to secure labor and materials, laid out a \$790,500 surety and signed a performance agreement along with another \$395,250 surety to cover labor costs with regard to providing water to the subdi-

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Board Of Equalization Adopts Reforms to Address State Audit Findings

Culver City - During the Board of Equalization's Regular Meeting today in Culver City, Board Members voted 5-0 to adopt new policies that establish stricter protocols regarding member education and outreach.

The reforms were crafted in response to the recent Department of Finance audit and were approved within the con-

text of the Customer Service and Administrative Efficiency Committee, which George Runner oversees.

"The actions taken today establish clear limitations and guidelines for Board Member education and outreach activities, and reinforce actions already taken by the executive director," said Runner. "We have a constitutional duty as

elected officials to tackle these issues and run an efficient agency."

The policy changes include creating a more robust clearance process for outreach activities, requiring Board review for certain events, and imposing a moratorium on all conferences until a new outreach plan has been adopted by the full board. The board also directed the development



George Runner

of memorandums of understanding for loaned staff.

"These reforms are vital steps towards remedying issues identified in the audit," added Runner. "For the next Board meeting agenda, I will include empowering the executive director to hire all executives (CEAs) outside of the chief counsel and future executive directors.

"We'll also discuss annual training requirements for all

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Measure M Loop-hole Allows Higher Density Project To Annex Into Chino from front page

sent for such a project to proceed. In this way, Chino, while experiencing growth, to be sure, has not seen the same concentration of density in its new neighborhoods that many of the communities in Southern California have experienced in the same time frame. Measure M has made developers looking to work in Chino reluctant to seek more density than has been pre-designated. All the same, when developers are committed enough to roll the dice and spend money on a promotional campaign, they have prevailed. On 14 separate occasions since 1989, developers have turned to the voters for approval of their uprated density requests. None has been turned down.

In 2013, D.R. Horton, which was founded by Donald R. Horton and bills itself as the “largest homebuilder in the United States,” signaled its intention to develop the rural land south of Francis Avenue between Vernon and Benson avenues in north Chino not too far from the Ontario

city limits. D.R. Horton was purposed to do so at an intensity far in excess of the property’s current and longstanding RD1 zoning, which permits no more than one dwelling unit per acre. D.R. Horton’s initial proposal extended to 33.5 acres, upon which the company wanted to erect 232 dwelling units in addition to the eight existing homes already there. To achieve that goal, D.R. Horton needed to score a trifecta, getting the consent of not just the planning commission and city council, but the city’s voters, as per Measure M. An effort to get enough signatures on a petition which was first circulated late in 2013 did not achieve the threshold needed to get a question on the matter placed before the city’s voters on the November 2014 ballot.

In December 2014, the city council told D.R. Horton that if the company was serious, an environmental impact report would be needed. D.R. Horton in 2016 moved forward, reducing the footprint of the project from 33 acres to 30 acres and 232 units to 12 single-family homes on 7,000-square-foot lots, 87 detached single-family units on 4,500-square-foot lots,

and 73 detached condominiums in addition to the eight existing homes.

Many of the residents of the area were galvanized into resistance. They opposed putting 170 units on property zoned for 30 units. They said D.R. Horton’s plan amounted to “spot zoning” that would interrupt the flow of horses on off-street trails to surrounding property and would present a clash between “country” rural life with farm-like settings including animals if the urban condos that were contemplated were allowed to be built. They also maintained that the density did not conform to the surrounding area, that the project did not include bridle trails, that it would impact the area’s already near-capacity schools and that it would impact traffic. Ontario residents living in proximity to the project complained that their input was being ignored.

On March 6, thirty-four of the overflow crowd at City Hall offered the planning commission their views on the project, with 22 speaking against it and 12 speaking in favor. The six commission members present – Brandon Blanchard, Kathleen Patterson, Harvey Luth, Steve Lewis, Walt

Pocock and Sherman Jones – voted in unison against recommending approval of the project as is, saying it was out of step with the city general plan, out of compliance with the applicable zoning and incompatible with the existing neighborhood.

The planning commission’s recommendation was not binding, however, and on April 4, the matter came before the body with the ultimate – or in this case the penultimate – decision-making power, the city council. Anticipating a massive turnout, the council met in the community room at the senior citizens’ center, which has greater seating capacity than the council chambers. That hearing proved to be an encapsulation of Chino’s competing cultures. Those in favor of the development, referred to as the Brewer Site Project, want the district to be entirely citified. Pointing out that little more than a half mile away is the Chino Promenade, the project proponents and supporters said that those who want to keep the land and density consistent with the agricultural uses of the last century are fooling themselves and those resisting need to wake up, smell the coffee, get real and welcome themselves into the Third Millennium. Development is coming and there is no use resisting it, they insisted, saying the project would make the neighborhood safer by bringing in additional street lighting, sidewalks and roads suitable for vehicular traffic. Some local entrepreneurs said having more people living in proximity to their businesses will mean more customers for them.

Nevertheless, the project proponents were significantly outnumbered by the project’s opponents, who said they felt they had a right to retain for themselves the rural ambience of their neighborhood, with a more countryfied laid-back ambience. They said putting more homes into the area will intrude

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on what remaining serenity the neighborhood retains. It was pointed out that the average size of the lots D.R. Horton was seeking would be roughly one-eighth of an acre, which is half the size or less than most of those plots on which now sit homes that were built in that area in 1960s or earlier, meaning an infusion of at least 900 and as many as 1,400 new residents such that the serenity the neighborhood now features will be a thing of the past, along with its bridle trails.

The meeting lasted over four hours, during which 33 speakers weighed in. Pushed to make a decision, the council deflected the controversy that was brewing by making a non-decision that, in and of itself, neither approved nor denied the project. After council members Earl Elrod, Glenn Duncan and Tom Haughey said they were favorably disposed to the project, it was noted that Measure M’s requirement was yet in the way. One way or the other, the matter would need to be decided by the city’s voters. The only question remaining was whether the council would use its authority to place the question with regard to the Brewer Site Project on the ballot or would the council stay out of it, forcing D.R. Horton to circulate petitions calling for the question. If ten percent of the city’s registered voters signed the petition, the vote would be held.

Something like \$200,000 in taxpayer

funds was riding on the decision. If D.R. Horton circulated the petitions and obtained the required number of signatures, then the city would need to bear the cost of the election. If the city council put the measure on the ballot at D.R. Horton’s request, then the company would have to cough up the roughly \$200,000 the San Bernardino County Registrar of Voters will charge to stage the election. At the suggestion of councilman Gary George, the council voted to use its authority. Mayor Eunice Ulloa, asserting that D.R. Horton’s development plan is too aggressive, said she would not support advancing the project in any way. “The general plan calls for half-acre or one-acre lots,” she said. “We need to protect that.” She called for having D.R. Horton circulate the petition. That motion did not get a second. The council then voted 4-1 to put the matter before the voters. That election will take place on July 11.

Across the city west and a little further south, a pocket of unincorporated county land on both sides of Pipeline Avenue between Riverside Drive and Chino Avenue stands at the city’s doorstep.

Newport Beach-based MLC Holdings, an arm of Meritage Homes, now wants to construct 38 single family homes on 12 acres there. Previously, MLC was hoping to construct 44 homes on the dozen acres. When

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Ruling Makes California's Lucrative Public Pensions Less Certain *from front page*

Jan Goldsmith, former San Diego city attorney, told the San Diego Union-Tribune the city stood firm, would not be "bullied" by the labor board, and now the appellate ruling will "reverberate" across California.

"When governments fail to act on problems such as with pension liabilities, the people have a constitutional right to pursue a citizens' initiative by obtaining signatures on a petition and presenting solutions directly to the voters, bypassing the legislative body," Goldsmith said. "The court held that there is no requirement that citizens' initiatives be negotiated with labor unions."

The labor board ordered that city employees hired after the initiative passed, now about 3,000, be given retroactive pensions with 7 percent interest as a penalty, the Union-Tribune said. The estimated city cost was \$20 million when there were only about 1,600 new hires.

Last week, the appellate court ruled the labor board erred when finding in 2015 that former San Diego Mayor Jerry Sanders and the city council committed an "unfair labor practice" by declining to "meet and confer" with labor unions before Proposition B was placed on the ballot.

Lacking the city council votes needed to place a pension reform on the ballot, Sanders and former City Councilman Carl DeMaio, the author of the reform, helped lead and support the initiative campaign.

The support of Sanders and other city officials for the the initiative's development and campaign is "undisputed," the court said. But the "meet and confer" obligation only applies to measures placed on the ballot by the governing body, not by citizens gathering voter signatures.

State law meet-and-confer obligations have "no application when a proposed charter amendment is placed on the ballot by citizen proponents through the initiative process," the appellate court said.

DeMaio's website said he "has been working with former San Jose Mayor Chuck Reed on a state-wide Pension Reform Initiative and this court victory only improves chances of reform statewide."

Reed has said that San Jose, with an eye toward a 1984 Seal Beach court ruling requiring bargaining before placing a measure on the ballot, held extensive labor negotiations before the council placed his pension reform measure on the ballot.

But the state labor board agreed to hear a labor unfair practices complaint against Measure B, which was approved by 69 percent of San Jose voters in June 2012, the same election San Diego voters approved pension reform.

The board also agreed to hear a labor complaint about a pension reform approved by Pacific Grove voters in 2010. Courts overturned the Pacific Grove measure and a key part of the San Jose measure enabling the option of cutting pensions current workers earn in the future.

In each case, superior court judges cited what has become known as the "California rule." The pension offered at hire becomes a vested right, protected by contract law, that can only be cut if offset by a comparable new benefit, erasing any savings.

The protection of the California rule emerged from judges who chose to cite the precedent of a series of rulings, a key one in 1955 in Long Beach. Different rulings were cited in an appeals court decision in a Marin County case last August that could overturn the California rule.

"While a public employee does have a 'vested right' to a pension, that right is only to a 'reasonable' pension — not an immutable entitle-

ment to the most optimal formula of calculating the pension," Justice James Richman wrote in a unanimous ruling of the First District Court of Appeal.

"And the Legislature may, prior to the employee's retirement, alter the formula, thereby reducing the anticipated pension. So long as the Legislature's modifications do not deprive the employee of a 'reasonable' pension, there is no constitutional violation."

The Marin ruling came in a union challenge to parts of a 2012 pension reform, described in the ruling as a response to reports of a funding "crisis" that would force cuts in local government services and layoffs if not corrected.

Most of the main cuts in the reform (such as longer retirement ages and a requirement to pay half of "normal" pension costs excluding debt from previous years) observe the California rule and are limited to new hires, who have no vested rights.

Exemptions for workers hired before the reform took effect on Jan. 1, 2013, are part of the reason the Public Employees Pension Reform Act is not expected to yield significant cost savings for decades, when most workers will be covered by the reform.

The Marin ruling upheld "spiking" reforms that prevent county workers hired before the reform from boosting pensions with unused vacation and leave, bonuses, terminal pay, and other things.

The state Supreme Court has agreed to hear an appeal of the Marin ruling. But the high court will wait until an appeals court rules on three similar spiking ban suits consolidated from Alameda, Contra Costa, and Merced counties.

Another appellate panel, referring to the Marin ruling, unanimously upheld a reform ban on purchasing up to five years of additional service credit to boost pensions, known as "air time." The Supreme Court agreed last week

to hear an appeal by state firefighters and others.

Another pension protector, the California Public Employees Retirement System, had a setback in the Stockton bankruptcy. A federal judge ruled against two state laws sponsored by CalPERS that were intended to make it difficult for local governments to leave the state system.

One state law bars rejection of CalPERS contracts in bankruptcy. The other state law places a lien on the property of a local government that terminates its CalPERS contract in bankruptcy.

"CalPERS has bullied its way about in this case with an iron fist insisting that it and the municipal pensions it services are inviolable," U.S. Bankruptcy Judge Christopher Klein wrote two years ago. "The bully may have an iron fist, but it also turns out to have a glass jaw."

Stockton did not try to cut pensions, saying from the outset they are necessary to be competitive in the job market, particularly for police. San Bernardino officials cited similar reasons for not cutting pensions while in bankruptcy.

CalPERS did not appeal Judge Klein's opinion. A spokesman, Brad Pacheco, said CalPERS regards the opinion that pensions can be cut in bankruptcy as "dicta," a legal term meaning authoritative but not binding.

Reporter Ed Mendel covered the Capitol in Sacramento for nearly three decades, most recently for the San Diego Union-Tribune. More stories are at Calpensions.com. Posted 17 Apr 2017

Board Of Equalization *from front page*

board members and staff on the proper role of elected board members related to Budget Act Provision 1 and other legal requirements."

The next regular Board of Equalization meeting will be held in Sacramento beginning May 23.

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

By Count Friedrich von Olsen



Some or all of my readers may have caught that California State Auditor Elaine Howle has discovered that University of California officials and University of California President Janet Napolitano in particular hid \$175 million of reserves from the public and even the UC system's board of regents...

Napolitano, a Jerry Brown appointee, hatched a secret spending plan, according to Howle. And as a neat way of keeping all of this under wraps, Ms. Napolitano made sure that those most likely to blow the whistle on all of this — her staff — received healthy salary and benefit increases...

According to Howle, state bean counters found that UC's central office had accumulated more than \$175 million in reserves that it failed to disclose, including money it collects from campuses for a variety of programs, some of which make it more expensive for the students to attend school. Some of this money came from a series of university system initiatives ranging from reducing the university's use of fossil fuels to increasing cybersecurity...

According to one of Howle's findings, it appears Napolitano's office inserted itself between survey takers and university officials at the various campuses, intercepting the results from those surveys and, what is a nice word to use here — altering — the results so it would look like the quality and cost of services the individual campuses were receiving from the central UC officer were better than they actually are or were. This survey was supposed to be confidentially accomplished. As it turned out, it was not confidential. Those who offered candid responses that were less than flattering about Ms. Napolitano and her bunch might soon be looking for new jobs...

Other findings by Howle are equally disturbing. Administrative spending after Napolitano took control shot up by approximately \$80 million, or 28 percent, that is, between 2012-13 and 2015-16. According to the audit, the central office had not tracked those expenditures. In one of the oldest bureaucratic tricks in the book, Napolitano's office received significantly more funding than it needed in each of the four years under review. It consistently requested increases in future budgets based on each previous year's bloated spending allotment. And in 2015-16 top executives were paid a total of \$3.7 million, \$700,000 more than other top-paid executives at comparable state agencies. More shocking still, they spent no less than \$21.6 million in employee benefits, including contributions to supplemental retirement savings plans...

In the sake of keeping things even here, the University of California disputes at least some, though not all, of Howle's findings. The system claims its funding reserve is actually \$38 million, not \$175 million. A statement from Napolitano's office said Howle "fundamentally and unfairly mischaracterizes the University of California Office of the President's budget processes and practices in a way that does not accurately capture our current operations nor our efforts and plans for continued improvement." That sounds like some more hiding the ball. It is hard for me to believe that the \$137 million discrepancy could be an honest bookkeeping mistake...

How do we know all of this is really bad? Because

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San Bernardino County Sentinel

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Colonies Criminal Trial Goes Over Same Ground Covered In Civil Case from front page

had purchased would be needed by Caltrans for freeway right-of-way. The outcome of Caltrans' effort to condemn, take by eminent domain and utilize less than ten percent of the property acquired by the Colonies Partners was that the company was paid \$18 million – \$2 million more than it had paid for the entire 434 acres – for the roughly 40 acres of land used for the footprint of the freeway. The terms of the agreement between the Colonies Partners and Caltrans for the purchase of the land used for that span of the freeway included a clause that the Colonies Partners accepted this payment as compensation for any damage the Colonies Partners may have sustained as a consequence of the severance, taking and use of that property.

Another benefit to the Colonies Partners was that the immediate proximity of the freeway to the company's land greatly enhanced the value of the commercial subdivision the company was purposed to establish.

The hindrance to the Colonies Partners was that the development of the freeway and the accompanying improvements in the area resulted in the need to create storm water collection and diversion infrastructure. Long before the

Colonies Partners purchased the property, the land had been used for flood control purposes. The county had recorded flood control easements on the Colonies property in 1933, 1934 and 1939 when the property was owned by the San Antonio Water Company. Those easements gave the county the right to use 31 of those acres as a water holding basin and to use another 30 acres on the property for flood control purposes, pursuant to arrangements between the county and the property owner.

In 1999, simultaneous with the City of Upland's approval of the first phase of the Colonies at San Antonio project, the Colonies Partners and the county entered into an agreement by which the county agreed to relinquish some of the restrictions on the development of the property in return for the Colonies Partners constructing a flood water retention basin on site. When issues with regard to that basin and the devotion of enough property to ensure its functionality arose between the county's flood control district and the Colonies Partners, slowing the Colonies Partners' timetable and development schedule, it filed in 2002 a "quiet title" lawsuit against the county, intending to achieve a declaration from the court that the Colonies Partners was entitled to proceed with the development of its property in accordance with the permits it had obtained from the City of Upland.

That lawsuit included an assertion that the county no longer held the 1933, 1934 and 1939 flood control easements. When the county contested the quiet title action, the Colonies Partners, alleging the county was in essence seizing the property by utilizing it for flood control purposes and preventing it from being developed, filed an inverse condemnation suit, which maintained that the county had engaged in an illegal "taking" of the Colonies Partners' land. The inverse condemnation suit was stayed, that is, put on hold by the court, while the quiet title action went forward.

Controversy would erupt in 2006 when a bare 3-2 majority of the county board of supervisors voted to confer a \$102 million settlement on the Colonies Partners to end litigation over this matter. The substance of that controversy is the lynchpin of the corruption case. One of the primary issues fueling that controversy pertained to whether the Caltrans damage clause in the \$18 million payment to the Colonies Partners covered the county's liability for its flood control district's use of existing easements for greater-than-historical amounts of flood water that would be directed through the county's catchment basins as a result of the new and larger storm drain improvements built to control flooding flowing off of what was then the newly-constructed 210 Freeway.

The City of Upland

had land use authority within its jurisdiction and had the power of approval of the Colonies Partners' residential and commercial subdivisions. The county flood control division, at the behest of the City of Upland and Caltrans, had constructed the 20th Street Storm Drain, which was designed to channel rainwater from the watershed area north of the freeway as well as water accumulating within the trough of the 210 Freeway itself. Relying on the easements from the 1930s, the county placed the terminus of the 20th Street Storm Drain on the Colonies Partners property. In giving approval to the Colonies Partners' projects, the City of Upland had not made clear which entities bore responsibility for the provision of drainage and flood control infrastructure.

As the litigation between the county and the Colonies Partners dragged on, the Colonies Partners engaged in increasingly more intensive efforts to bring the litigation to a close on terms it considered favorable. This included, according to prosecutors, efforts to pressure Bill Postmus, who in 2005 and 2006 was the chairman of the county board of supervisors and the chairman of the San Bernardino County Republican Central Committee, and Paul Biane, who in 2005 and 2006 was the vice chairman of the county board of supervisors and the vice chairman of the San Bernardino County Republi-

can Central Committee, to settle the lawsuit. That pressure, prosecutors allege, included creating "hit piece" mailers which dwelled upon Biane's financial difficulties and Postmus's drug use and homosexuality, and threatening to post them to voters throughout San Bernardino County. According to prosecutors, one-time San Bernardino County sheriff's deputies' union president Jim Erwin had participated in conveying those extortionary threats, having done so as part of his effort to assist Colonies Partners co-managing principal Jeff Burum in achieving a settlement of the litigation. On November 28, 2006, the board of supervisors in a 3 to 2 vote, with Postmus, Biane and then-supervisor Gary Ovitt voting in the affirmative, approved a \$102 million payout to the Colonies Partners to settle the lawsuit. Beginning four months later, in March 2007 and running until the end of June 2007, Burum and the other managing principal in the Colonies Partners, Dan Richards, made three separate \$100,000 contributions to political action committees which prosecutors allege were either openly or secretly controlled by Biane, Erwin and Mark Kirk, who was Ovitt's chief of staff, along with two \$50,000 donations to two political action committees secretly controlled by Postmus. By early 2007, Postmus, who had successfully run for county assessor in 2006, was serving in that capacity

and had hired Erwin to serve as assistant assessor.

A 29-count indictment handed down by a grand jury in May 2011 alleges that Burum conspired with Erwin to blackmail and extort Postmus and Biane to support the settlement by threatening to mail out the hit piece mailers but ultimately withholding them and that the \$100,000 donations to the political action committees were thinly veiled bribes to Postmus and Biane for their votes in favor of the settlement and to Kirk for his having influenced Ovitt to support the settlement. Erwin was rewarded for his effort in having carried out the extortion and bribery scheme, prosecutors allege. Though Burum was indicted, Richards was not. Postmus, who had been charged in February 2010 along with Erwin with involvement in an extortion and bribery scheme growing out of the same set of overt acts laid out in the indictment, initially pleaded not guilty to those charges, as had Erwin. But 13 months later in March 2011, Postmus entered guilty pleas to 14 felony counts and agreed to turn state's evidence. He was then the star witness before the grand jury that indicted the four current defendants. The charges in the indictment supersede the charges earlier brought against Erwin. It is anticipated that next week Postmus will testify as the central witness for

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Glimpse Of SBC's Past

Walter's Store



Walters Store is the oldest known commercial building in the City of Hesperia and one of the oldest known surviving structures in the City of Progress. It began as a general merchandise store. Motorists who passed by using the National Old Trails Road made it flourish. A decade later, when the National Old Trails Road was converted to Route 66 in 1927, Walter's Store grew to be even more successful.

County Allowing Lennar To Build Another 128 Homes In Devore from front page

vision, matched by dual \$833,000 and a \$416,500 sureties for the sewer system and the labor and

materials to build it.

“To date, final monuments for Tract No. 17771 have not been set and all required road and drainage, water, and sewer improvements have not been completed. The owner of the subdivision, Len-

nar Homes of California, Inc. is therefore required to enter into an agreement with the County to furnish the equipment, labor and material necessary to complete the improvements. Additionally, Lennar and its surveyor, Robert J. Daw-

son, are required to enter into an agreement with the County to complete the monumentation,” according to Newcombe and Hudson. “The recommended securities and agreements will ensure the construction and warranty of the re-

quired development infrastructure and the setting of final monuments for the project pursuant to the California Subdivision Map Act, the San Bernardino

County General Plan, and the County Code. The labor and material

securities will secure payment to the contractor, the subcontractors, and persons furnishing labor, materials, or equipment for the improvements.

Loophole Lets Higher Density Homes Annex Into West Chino from page 2

MLC went before the planning commission with that original proposal, the planning commission balked.

The land, adjacent to Heritage Park, which is in the city, lies within Chino's sphere of influence and the county has deferred to the city with regard to land use issues on property that will inevitably lie within the Chino City Limits. After being denied on its 44 house proposal – a density of 3.666 units per acre – MLC backed up and regrouped, asking the planning commission to approve 38 houses on the 12 acres – density of 3.1666 per

acre. The planning commission again turned the proposal down. The panel's rationale was that the zoning on the surrounding or nearby property within the existing city limits call for two homes per acre. Again, the planning commission's authority was not binding but advisory.

MLC, led by Lester Tucker, took the matter up with the city council. Tucker, calculating correctly that the pro-development faction of the council would prove more accommodating than the planning commission, resubmitted his 38-home proposal.

The matter came before the city council on April 18.

Tucker, and the council, on April 18 were met with opposition similar,

although somewhat less numerous, to that which was advanced against the D.R. Horton project. Among those inveighing against the proposal was former Chino Mayor Larry Walker. Walker, who went on to become San Bernardino County supervisor for the Fourth District and later the auditor-controller and tax collector for the county, is also an attorney. He said that under the law and under the provisions of Measure M, Chino residents are entitled to “a dependable definition” of the land use standards to be applied to their properties and the properties surrounding them. He said the city's zoning codes in the Pipeline District restrict density to no more than two units per acre.

Consistent with her previous stance, Ulloa opposed the project at the 3.1666 unit per acre density.

That opposition did not carry the day, however.

Councilman Earl Elrod said the difference between three homes to an acre and two homes to an acre was minimal. Glenn Duncan said one-third of an acre lots qualified as “good-sized” and “reasonable” in his view. Haughey said the opposition to the project had to be more realistic. He said that no developer in Chino had undertaken to build homes on half acre lots for more than a decade.

In the end, the council used a loophole in Measure M to approve the project.

Chino's community development director, Nick Liguori, explicated how that loophole worked. “Measure M only applies to property within the incorporated borders of the city when it was passed in 1988,” he said. Liguori went on to explain, “The project was approved by the city council in a series of actions. One, they initiated the annexation application for 40 acres. Two, they approved a general plan amendment from two units per acre to up to 4.5 units per acre. Three, they approved a pre-zoning of the property to 4.5 units per acres. Four, they approved a tract map for a subdivision of a part of the property to be annexed to allow 38 units.”

Liguori said the proj-

ect has still not obtained final approval. The application to the San Bernardino County Local Formation Commission should take at least four to six months to be processed, he said. Moreover, he said, multiple issues with regard to the tract map must be finalized, design review on the houses themselves has yet to be carried out by the planning commission, the plan check process will need to be completed, and both grading and off-site improvements must proceed before the project on the ground will commence in earnest. He said that anticipating that the project will commence by August was likely overly optimistic.

Former County Counsel Ruth Stringer Recounts Having To Deal With Postmus

from page 4

the prosecution in the trial.

Both before the trial and at its outset, indications were that references to the civil litigation underlying the criminal case would be alluded to only sparingly. The judge hearing the matter, Superior Court Judge Michael A. Smith, in his rulings on the pre-trial motions in limine which set the parameters of what evidence and testimony would be considered by the jury, excluded much of the material directly related to the civil litigation, leaving enough however, so that the alleged criminal acts could be considered by the jury in some semblance of a logical context. Similarly, the opening statements made by supervising deputy district attorney Lewis Cope downplayed the significance of the merits of the underlying civil case.

Once the trial was underway in earnest, Cope and the other prosecutor on the case, California Supervising Deputy Attorney General Melissa Mandel, made limited reference to the underlying civil litigation in an effort to provide background to the circumstances that led to the alleged extortion and bribery, and to propound that the \$102 million settlement was excessive and unjustifiable. The defense, led by Burum's attorney, Stephen Larson, seized upon those references, pursuing a strategy of countering the prosecution by selectively exploring the minutiae of the civil litigation in an effort to suggest the \$102 million settlement was reasonable. As a consequence, the prosecution has spent a considerable amount of its focus thus far in addressing the defense contentions that the Colonies Partners was due the \$102 million. In this way, the criminal trial

has taken on in much of its aspect a retrying of civil trial, such that approaching half of the testimony has been devoted to issues with seemingly no relation to the criminal allegations against the defendants.

That pattern prevailed this and last week. During Week 16, Ruth Stringer, the first woman to hold the position of county counsel in San Bernardino County, testified under direct examination by supervising deputy district attorney Lewis Cope. The office of county counsel is the county's stable of in-house attorneys, with the top ranked attorney holding the title of county counsel. Stringer, who spent her entire legal career as a lawyer with the county, had promoted past the positions of deputy county counsel and then lead and supervising county counsel to become assistant county counsel, the second highest position in the office, in 2003, just as the litigation with the Colonies Partners was heating up. Early in November 2006, just prior to the Colonies Settlement being voted upon, Stringer was made interim county counsel, meaning she was acting in the capacity as the county's senior attorney. In March 2007, the interim prefix was dropped from her title, and until her retirement in 2010 she served as the county's top lawyer. Stringer last week recounted that the lawyers in the office of county counsel as well as the outside attorney's retained to assist the county in the litigation against the Colonies Partners were uniformly convinced that the terms the Colonies Partners were seeking in their settlement proposals were not justified by the facts and the law. She testified to the level of pressure the lawyers within county counsel were being subjected to by Postmus, which she said intensified in the aftermath of his return from a trade mission to China in which he is alleged to have interacted with Burum. Postmus had also openly criticized

Ron Reitz, who had been county counsel from September 2003 until April 2006, for not structuring a settlement with the Colonies Partners on terms which the lawyers felt were unjustified but which Postmus and the Colonies Partners were calling for. She testified that one element of this pressure consisted of Postmus calling for the outsourcing of the office of county counsel, that is the firing of the county's in-house lawyers to be followed by contractual arrangements with outside firms. Ultimately, Stringer testified, Reitz had resigned.

On Monday morning, Cope continued with his direct examination of Stringer, with her reiterating that the lawyers in her office as well as the county's outside attorneys were holding the line in 2005 and 2006 as the Colonies Partners and their legal team were pushing for the county to simply settle the case short of it going to trial. She enlarged upon her previous testimony with regard to Postmus, as the chairman of the board of supervisors, saying he was aggressively pushing to have the settlement approved. He was, she said, "very adamant" and "angry" in "wanting to get this case settled."

When she and other county lawyers sought to posit reasons for not settling or to explain why accepting the settlement as it was proposed was contrary to the interest of the county and its taxpayers, she said, Postmus would not listen to the arguments.

In the November 7, 2006 election, Postmus had been elected county assessor, meaning he would be departing as supervisor in early January 2007. The \$102 million settlement was approved at the November 28, 2006 meeting. Stringer said that Postmus recognized the November 28 board meeting "was likely his last meeting as a member of the board of supervisors and he wanted it done by that date."

Stringer testified attorneys representing the

county, including all of the members of county counsel working on the litigation against the Colonies Partners as well as the outside law firms were so concerned about the settlement that they refused to sign it.

"We had a conflict that precluded us from signing any settlement agreement," Stringer said. "We did not believe we could reasonably get to [a] settlement agreement with Colonies ethically, because in our viewpoint, it wasn't justified."

Stephen Larson, Burum's attorney, began his cross examination of Stringer Monday morning upon the conclusion of Cope's direct examination. Previously, Larson had scored tremendous success by wringing from previous witnesses an acknowledgement that the county's legal staff, or at least key elements of it, had come to accept the \$102 million settlement as a reasonable one, given the totality of circumstances. In cross examining Mitch Norton, the deputy county counsel who had been assigned to the Colonies litigation and was the county lawyer most closely involved in the case, Larson was able to get him to admit that that by 2009 he found the agreement "objectively reasonable," despite having steadfastly opposed settlement in 2005 and 2006. Judge Smith had given Larson remarkably wide latitude in his questioning of Norton, who was at a tremendous disadvantage because after the settlement he had been assigned to representing the county in the effort after the settlement to recover from its insurers the money the county claims is owed to it over its indemnification policies that are applicable to its \$102 million payout to the Colonies Partners. One of those, Travelers Insurance, provided the county flood control district \$9.5 million to satisfy its indemnification responsibility with regard to the Colonies Partners' lawsuit settlement. Another, however,

the California State Association of Counties Excess Insurance Authority, has rejected the county's claim. In the legal action for recovery the county has pursued, lawyers for the California State Association of Counties Excess Insurance Authority have propounded the prosecution's theory that the settlement vote was tainted by conspiracy, graft, extortion, bribery, collusion and political corruption, which they claim absolves the authority of having to make good on its indemnification of the county. This has put Norton in the position of taking up at least a portion of the position of the Colonies Partners' lawyers in arguing that the county had wronged the company.

In this way, in attempting to force the California State Association of Counties Excess Insurance Authority to pay on its policy, Norton has, on occasion, filed court documents, and made assertions in court that the county was justified in having conferred the \$102 million settlement on the Colonies Partners. Larson took full advantage of this when he had Norton on the stand, finding ways to circle back to the subject or to pose questions along a slightly different tangent to have the jury hear again and again, over the objections of the prosecution, that the settlement could be justified.

In his cross examination of Stringer, who had been Norton's boss and who had assigned him to recover a percentage of the money it had paid out to the Colonies Partners from the California State Association of Counties Excess Insurance Authority, Larson moved into place to have Stringer repeat Norton's acknowledgment that the county came around to accept that the \$102 million settlement was a reasonable and justifiable one.

After Stringer recounted the efforts by the county lawyers to resist the settlement, Larson asked her if "You have

subsequently taken the position the settlement was reasonable and legally justified?" Stringer essentially acknowledged that she had, but managed to deflect the question's effect by indicating that the change of position was one forced upon the county by circumstance and the need to protect the taxpayers after the fact, implying with her answer that to recover money from that the California State Association of Counties Excess Insurance Authority the county had to represent that the settlement was justifiable and that it was also necessary to represent the settlement as reasonable to Caltrans, the City of Upland and the regional transportation agency, known by its acronym SANBAG, to pursue litigation against those agencies, which the county deemed as much or more responsible for the situation vis-à-vis the vectoring of storm water onto the Colonies property than the county. "We did file an indemnity action subject to the Colonies settlement," she said. "We did pursue an indemnity action against Caltrans, SANBAG and the City of Upland."

When Larson sought to take a second bite at the apple and get Stringer to reiterate what she had said in a more direct fashion, Judge Michael A. Smith shut that line of inquiry down when the prosecution objected to the repetition of the questions.

Throughout his cross examination of Stringer, as he had done previously with all of the prosecution witnesses he questioned, Larson posed his questions and used various tactics in a calculated effort to elicit contradictory statements, in so doing carrying out what in legal parlance is referred to as "impeachment," which is intended to bring the witnesses' credibility into question. Larson was less successful with Stringer in this vein than he had been with several

Continued on Page 17

After More Than Six Years Of Non-Performance, Redlands Pulls Plug On Rooftop Restaurant Deal from front page

ing a 30-seat café on the ground level in addition to 150-seat dining area and lounge on the rooftop to encourage al fresco dining. The restaurant will offer guests locally grown artisan foods

in the California fusion style. The business concept promises to appeal to diverse and demographically desirable clientele. In addition to offering quality menu items in an appealing setting, the operators intend to feature a variety of entertainment such as live music, theatrical performances, and comedy or movie nights. Projects such as Dr. Shabahang's are consistent with the [municipal redevelopment] program goals to attract quality sit-down restaurants in the downtown and create the critical mass necessary to stimulate economic activity."

According to Heather Smith, who was then the redevelopment agency's project manager, the project was expected to "net new sales tax generated to the city, net new tax increment generated to the redevelopment agency and meet the objectives of the new downtown specific plan." She said "The proposal projects sales over \$1 million in the first year alone, supplementing the city's sales tax revenues."

An understanding implicit in the participation agreement was that Shahabang would make improvements to the premises, including the demolition of three ceiling suites, relocating five existing air conditioning units, removing portions of the new roof and putting in a new two layer deck roof with new rolled roofing, installing a removable deck, and installing, at a cost of \$50,000, a new kitchen. Shabahang committed to completing the project by August 25, 2011.

The participation agreement contained a provision that "The participant hereby agrees to execute a promissory note by which the participant shall agree to repay the agency the full amount of the agency loan, on or before September 1, 2031, the maturity date."

The deal between the redevelopment agency and Shahabang, a dentist with a practice in the Victor Valley as well as within the confines of 5 E. Citrus, was carried out under the rubric of the participation agreement with the Shabahang-Hatami Family Trust rather than one of the other business entities with which Shahabang was affiliated, including Sekris Biomedical Corporation, as well as Blackhawk Alliance, LLC and Blackhawk's parent company, Paramount Advantage, the latter two of which are Nevada Corporations.

Shahabang may have been reluctant to use Blackhawk Alliance and Paramount Advantage

because Shahabang was a partner in both of those with Shahvand Aryana. Aryana had burned several bridges he once had with the City of Redlands. At one point, Aryana had disputed ownership of Pharaoh's Theme and Water Park, and had put on a multitude of rave dance parties there which became a public safety concern for the city. Aryana had also, under the aegis of Blackhawk Alliance, occupied the city-owned Hangar 26 at Redlands Municipal Airport from November 2007 to April 2010. Throughout Aryana/Blackhawk's entire occupancy of the hangar, the city had been stiffed of the \$585 monthly rent. In 2010, when Blackhawk was served with the city's suit to recover the back rent for the hangar, Shabahang had agreed to make good on the \$11,700 his partner owed.

Shahabang's lack of performance with regard to the 5 E. Citrus Street was apparent by the summer of 2011, when he missed the deadline for completing the project.

About a month prior to the scheduled August 25, 2011 completion of the project and seven weeks prior to the intended September 2011 opening of the restaurant, Shahabang in July 2011 told the city he wouldn't meet that deadline. Shabahang requested the city extend that deadline until March 2012. Understanding city officials, anxious to see the project reach fruition, gave him that

extension, conditional upon a requirement that the Shahabang-Hatami Family Trust would be required to repay the entire \$150,000 loan if that timeline was not met. The Redlands City Council also imposed a requirement that he make monthly payments on the loan commencing in October 2011. But by March 2012, with the State of California having moved the previous year to close out all municipal redevelopment agencies, the City of Redlands resolved to pull the plug on Shabahang's promised project. Shahabang idled thereafter, failing to make good on his March, April and May 2012 interest payments.

Before the city actually came in and foreclosed on the property, which was pledged as security for the loan, however, Shabahang made a further appeal to city officials. He said he had been unable to perform in no small measure because the restaurateur he had entrusted to get everything into place had been felled by health problems. In May 2012, the city council, over the objections of some city staff, extended the contract with Shabahang until December 2012 to meet the criteria in the agreement. Some city staff expressed their belief the time had come for the now-defunct redevelopment agency to map its way out of the deal, which was structured such that the repayment of the loan could be suspended until 2031 if all conditions stipulated in the original agreement were met.

Again, however, Shabahang came up short. Then, somewhat inexplicably, for the next four years, the city remained in a virtual state of suspended paralysis, even as the agreed upon rooftop restaurant failed to make its way into the world. At times, Shabahang made it sound as if he was yet committed to the project. He put out, for example, that the restaurant was intended as a place which would be a meeting place around

which the other tenants he hoped to bring into the building would congregate. Shabahang said he was looking to attract biomedical industry innovators engaged in research and development to the 5 E. Citrus address's suites. The promised restaurant would be a place where they could get together and brainstorm, he said. He indicated he had interested one of the owners of the Farm Artisan Restaurant, located a stone's throw away on State Street, to come in and run the restaurant.

For three years, the city seemingly lacked the will to exercise its authority to end the relationship and take back the money that had been lost on the failed venture. Untoward suggestions about city officials having entered into side business deals with Shabahang abounded. Notably, one of Shabahang's companies, Sekris Biomedical Corporation, employed the same lobbyist, Innovative Federal Strategies, LLC, which represents the City of Redlands.

Earlier this month, city staff and the city council appear to have summoned up the collective will to seize the day, and perhaps even seize 5 E. Citrus. On the April 18 city council agenda was an item for a closed session discussion by the council entitled "Conference with real property negotiators - Government Code §54956.8 Property: APN: 0171-121-04 (5 E. Citrus Ave.)" Identified as the agency negotiators on the item were city manager Nabar Martinez and city's so-called director of quality of life issues, Chris Boatman. The item said they were to negotiate with the Shahabang-Hatami Family Trust. Under negotiation, according to the agenda, were to be "Terms of payment and price of participation agreement for commercial rehabilitation loan."

While the proceedings of that meeting were not open to the public, the city subsequently, in bureaucratic language,

reported that the city/successor to the city redevelopment agency is at last calling in the loan.

In the minutes for the April 18 meeting obtained this week by the *Sentinel*, the report of that closed session reads as follows; "Termination of Participation Agreement- Quality of life director Boatman presented the details of the request to terminate the participation agreement for the commercial rehabilitation program restaurant incentives loan between the redevelopment agency of the City of Redlands and Shabahang-Hatami Family Trust. On motion of Mrs. Gilbreath [i.e., councilwoman Pat Gilbreath], seconded by Mr. Tejeda [i.e. councilman Eddie Tejeda], the board of directors [i.e., the city council acting in the capacity of the successor agency board to the redevelopment agency] unanimously agreed to terminate the participation agreement for the commercial rehabilitation program restaurant incentives loan between the Redevelopment Agency of the City of Redlands and Shabahang-Hatami Family Trust, declared the outstanding principal amount of the promissory note immediately due and payable; and directed staff to prepare a letter notifying the Shabahang-Hatami Family Trust of the termination and a collection notice for acceleration of loan repayment."



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ABANDONMENT OF A FICTITIOUS BUSINESS NAME

FBN 20170003763
RELATED FBN 20150010944
ORIGINALLY FILED 9/30/2015

The following entity was doing business as:

1st STREET COLLISION 555 W. FIRST STREET RIALTO, CA 92376 NELDA Y QUINTANA 555 W. FIRST STREET RIALTO, CA 92376

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

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Public Notices

County Sentinel 4/7, 4/14, 4/21 & 4/28, 2017.

NOTICE OF PETITION TO ADMINISTER ESTATE OF LOUIS MENDOZA CARBAJAL, CASE NO. PROPS1700296 To all heirs, beneficiaries, creditors, and contingent creditors of LOUIS MENDOZA CARBAJAL and persons who may be otherwise interested in the will or estate, or both: A petition has been filed by MARTHA LILAH PADILLA in the Superior Court of California, County of SAN BERNARDINO, requesting that MARTHA LILAH PADILLA be appointed as personal representative to administer the estate of LOUIS MENDOZA CARBAJAL. Decedent died intestate. (The petition requests authority to administer the estate under the Independent Administration of Estates Act. This will avoid the need to obtain court approval for many actions taken in connection with the estate. However, before taking certain actions, the personal representative will be required to give notice to interested persons unless they have waived notice or have consented to the proposed action. The petition will be granted unless good cause is shown why it should not be.) The petition is set for hearing in Dept. No. S36 at SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO SAN BERNARDINO DISTRICT – PROBATE DIVISION 247 W. 3rd STREET SAN BERNARDINO, CA 92415-0212 on JUNE 27, 2017 at 08:30 AM

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

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

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

Petitioner: MARTHA LILAH PADILLA 14561 COALINGA RD. VICTORVILLE, CA 92392 Telephone: (442)242-1011 IN PRO PER
Published in the San Bernardino County Sentinel 4/14, 4/21 & 4/28, 2017

NOTICE OF PETITION TO ADMINISTER ESTATE OF PHILIP SHERIDAN HIGGINS, CASE NO. PROPS1700326 To all heirs, beneficiaries, creditors, and contingent creditors of PHILIP SHERIDAN HIGGINS and persons who may be otherwise interested in the will or estate, or both: A PETITION FOR PROBATE has been filed by PAUL H. HIGGINS in the Superior Court of California, County of SAN BERNARDINO, requesting that PAUL H. HIGGINS be appointed as personal representative to administer the estate of PHILIP SHERIDAN HIGGINS. (The petition requests authority to administer the estate under the Independent Administration of Estates Act. This will avoid the need to obtain court approval for many actions taken in connection with the estate. However, before taking certain actions, the personal representative will be required to give notice to interested persons unless they have waived notice or have consented to the proposed action. The petition will be granted unless good cause is shown why it should not be.) The petition is set for hearing in Dept. No. S36 at SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO DISTRICT – PROBATE DIVISION 247 W. 3rd STREET SAN BERNARDINO, CA 92415-0212 on JULY 6, 2017 at 08:30 AM

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

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

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Public Notices

special notice of the filing of an inventory and appraisal of estate assets or of any petition or account as provided in Section 1250 of the California Probate Code.

Attorney for the Petitioner: LaVonna G. Hayashi 9650 Business Center Drive Rancho Cucamonga, California 91730 Phone: (909) 930 2971

Published in the San Bernardino County Sentinel 4/14, 4/21 & 4/28, 2017

ORDER TO SHOW CAUSE FOR CHANGE OF NAME
CASE # CIVRS 1700119
TO ALL INTERESTED PERSONS: Petitioner LUIS JAVIER GRANADOS has filed a petition with the clerk of this court for a decree changing names as follows:
LUIS JAVIER GRANADOS to TAI KEBERHASILAN LUCKER

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: 05/26/2017
TIME: 1:30 P.M.
Department: R-17

The address of the court is SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN BERNARDINO RANCHO CUCAMONGA JUDICIAL DISTRICT 8303 NORTH HAVEN AVENUE RANCHO CUCAMONGA, CA 91730.

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

Date: April 11, 2017
s/ JON FERGUSON, Judge of the Superior Court
Run dates: 4/14, 4/21, 4/28 & 5/05, 2017

SUMMONS
CITACION NOTICE TO RESPONDENT: AVISO AL DEMANDADO: MARQUIS A. BOND, AN INDIVIDUAL, and DOES 1 through 50, inclusive

You are being sued by plaintiff: Lo esta demandando el demandante: J. BRUCE ANDERSON, AN INDIVIDUAL

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

Case number: CIV DS 1700507
Filed Superior Court of California County of San Bernardino San Bernardino District JANUARY 11, 2017 by Clerk (Secretario) VERONICA GONZALEZ, Deputy Adjunto

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/self-help), 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

Public Notices

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.

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

The name, address, and telephone number of the plaintiff's attorney, or plaintiff without an attorney, are: (El nombre, dirección y número de teléfono del abogado del demandante, o del

demandante si no tiene abogado, son): SCOTT W. DITFURTH, ESQ. SBN: 238127 [and] JACQUELINE YAEGER, ESQ. SBN: 311333 ESQ. BEST BEST & KRIEGER LLP 3390UNIVERSITY AVENUE, 5TH FLOOR RIVERSIDE, CA 92501 TELEPHONE: (951) 686-1450

Date (Fecha): JANUARY 11, 2017

Clerk, by (Secretario, por) VERONICA GONZALEZ, Deputy (Asistente)

Published in the San Bernardino County Sentinel 4/21, 4/28, 5/05 & 5/12, 2017.

FBN 20170004003
The following entities are doing business as:

WOODFIRE PIZZA CREATIONS 7828 DAY CREEK BLVD APT 524 RANCHO CUCAMONGA, CA 91739 YURILIA V CISNEROS 7828 DAY CREEK BLVD APT 524 RANCHO CUCAMONGA, CA 91739 [and] PATRICK L CISNEROS 7828 DAY CREEK BLVD APT 524 RANCHO CUCAMONGA, CA 91739

This business is conducted by: A MARRIED COUPLE.

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

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

S/ Yurilia Cisneros
Statement filed with the County Clerk of San Bernardino on 04/06/2017.

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

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

Published in the San Bernardino County Sentinel 4/21, 4/28, 5/05 & 5/12, 2017.

FBN 20170003063
The following entities are doing business as:

ACT REAL ESTATE 0849

Public Notices

LEMON GRASS AVE. FONTANA, CA 92337 JACK LIN 10849 LEMON GRASS AVE FONTANA, CA 92337

This business is conducted by: AN INDIVIDUAL.

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

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

S/ Jack Lin
Statement filed with the County Clerk of San Bernardino on 03/16/2017.

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

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

Published in the San Bernardino County Sentinel 3/24, 3/32, 4/07 & 4/14, 2007. Corrected 4/21, 4/28, 5/05 & 5/12, 2017.

FBN 20170004593
The following entities are doing business as:

RAPID RECOVERY HYPERBARICS, LLC 9439 ARCHIBALD AVENUE STE #104 RANCHO CUCAMONGA, CA 91730 RAPID RECOVERY HYPERBARICS, LLC 9439 ARCHIBALD AVENUE STE #104 RANCHO CUCAMONGA, CA 91730

This business is conducted by: A LIMITED LIABILITY COMPANY.

The registrant commenced to transact business under the fictitious business name or names listed above on: 10/28/1998.

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

S/ Patrick P. Rodriguez
Statement filed with the County Clerk of San Bernardino on 04/19/2017.

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

Published in the San Bernardino County Sentinel 4/21, 4/28, 5/05 & 5/12, 2017.

FBN 20170004787
The following entity was doing business as:

TSW INTERACTIVE EVENT PLANNING 13089 PEYTON DRIVE CHINO HILLS, CA, 91709 TIM S WARD 13089 PEYTON DRIVE CHINO HILLS, CA, 91709

This business is conducted by: AN INDIVIDUAL.

The registrant commenced to transact business under the fictitious business name or names listed above on: 2/22/2010.

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

S/ Tim S Ward
Statement filed with the County Clerk of San Bernardino on 04/24/2017.

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

Public Notices

seq., Business and Professions Code).
Published in the San Bernardino County Sentinel Published in the San Bernardino County Sentinel 4/28, 5/05, 5/12 & 5/19, 2017.

FBN 20170004899
The following entity was doing business as:

BETTER LIVING CENTER HEADQUARTERS 1261 E. 9TH STREET BLDG. 9 UNIT 8 UPLAND, CA 91786 JAMES M FIELDS 1261 E. 9TH STREET BLDG. 9 UNIT 8 UPLAND, CA 91786 [and] RHONDA R MOR-MON 1261 E. 9TH STREET BLDG. 9 UNIT 8 UPLAND, CA 91786 This business is conducted by: A MARRIED COUPLE.

The registrant commenced to transact business under the fictitious business name or names listed above on: 3/24/2017.

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

S/ JAMES M. FIELDS
Statement filed with the County Clerk of San Bernardino on 04/26/2017.

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 14411 et seq., Business and Professions Code).

Published in the San Bernardino County Sentinel Published in the San Bernardino County Sentinel 4/28, 5/05, 5/12 & 5/19, 2017.

ORDER TO SHOW CAUSE FOR CHANGE OF NAME

CASE # CIVRS 1700133
TO ALL INTERESTED PERSONS: Petitioner MASON UY TE has filed a petition with the clerk of this court for a decree changing names as follows: MASON UY TE to MENG UY TE

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

NOTICE OF HEARING
DATE: 06/09/2017
TIME: 1:30 P.M.
Department: R-17

The address of the court is SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN BERNARDINO RANCHO CUCAMONGA JUDICIAL DISTRICT 8303 NORTH HAVEN AVENUE RANCHO CUCAMONGA, CA 91730.

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

Date: April 25, 2017
s/ R. GLENN YABUNO, Judge of the Superior Court
Run dates: 4/28, 5/05, 5/12 & 5/19, 2017

FBN 20170003309
The following person is doing business as: BLUE GIRL FLOWER 423 S. E STREET SAN BERNARDINO, CA 92408, ZULFIQAR A ENGINEER 423 S. E STREET SAN BERNARDINO, CA 92408

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

Public Notices

clares 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/ ELIZABETH MEZA-BROWN

Statement filed with the County Clerk of San Bernardino on 4/20/2017

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 4/28, 5/5, 5/12, 5/19, 2017. 171736

FBN 20170004703
The following person is doing business as: 5TH GENERATION BARBER SHOP, 12150 RAMONA AVE SUITE 12B CHINO, CA 91710, ANDREA Y PADILLA NEVAREZ, 12150 RAMONA AVE SUITE 12B CHINO, CA 91710

This business is conducted by an: INDIVIDUAL.

The registrant commenced to transact business under the fictitious business name or names listed above on: 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/ ANDREA Y PADILLA NEVAREZ

Statement filed with the County Clerk of San Bernardino on 4/21/2017

Public Notices

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 4/28, 5/5, 5/12, 5/19, 2017. 171737

FBN 20170004704

The following person is doing business as: BIG HERN EXPRESS, 16966 TUSK COURT VICTORVILLE, CA 92394, MARISOL HERNANDEZ, 16966 TUSK COURT VICTORVILLE, CA 92394

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/ MARISOL HERNANDEZ

Statement filed with the County Clerk of San Bernardino on 4/21/2017

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

Public Notices

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 4/28, 5/5, 5/12, 5/19, 2017. 1717138

FBN 20170004711

The following person is doing business as: SOUTHERN CALI TRUCKING, 645 N MAPLE AVE FONTANA, CA 92336, JACINTO LOERA, 645 N MAPLE AVE FONTANA, CA 92336

This business is conducted by an: INDIVIDUAL.

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

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

s/ JACINTO LOERA

Statement filed with the County Clerk of San Bernardino on 4/21/2017

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 4/28, 5/5, 5/12, 5/19, 2017. 171739

FBN 20170004713

The following person is doing business as: SMART HEATING & COOLING SERVICE, 6733

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CATAWBA AVE FONTANA, CA 92336, FAUSTINO AVENDANO, 6733 CATAWBA AVE FONTANA, CA 92336

This business is conducted by an: INDIVIDUAL.

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

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

s/ FAUSTINO AVENDANO

Statement filed with the County Clerk of San Bernardino on 4/21/2017

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 4/28, 5/5, 5/12, 5/19, 2017. 171740

FBN 20170004717

The following person is doing business as: J & R UPHOLSTERY, 1245 N FITZGERALD UNIT 105 RIALTO, CA 92376, JOSE L FIGUEROA, 1098 W. WABASH ST RIALTO, CA 92376

This business is conducted by an: INDIVIDUAL.

The registrant commenced to transact business under the fictitious business name or names listed above on: 01/10/2012

By signing, I declare that all information in this statement is true

Public Notices

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/ JOSE L FIGUEROA

Statement filed with the County Clerk of San Bernardino on 4/21/2017

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 4/28, 5/5, 5/12, 5/19, 2017. 171741

FBN 20170004718

The following person is doing business as: C&D QUALITY COMMERCIAL MAINTENANCE SERVICES, 7065 E. 9TH STREET UNIT 1 SAN BERNARDINO, CA 92410, WINDELL C OSBORNE, 7065 E. 9TH STREET UNIT 1 SAN BERNARDINO, CA 92410, [AND] DERRICK D HINTON, 7065 E. 9TH STREET UNIT 1 SAN BERNARDINO, CA 92410

This business is conducted by an: GENERAL PARTNERSHIP.

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

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

Public Notices

s/ WINDELL CARL OSBORNE

Statement filed with the County Clerk of San Bernardino on 4/21/2017

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 4/28, 5/5, 5/12, 5/19, 2017. 171742

FBN 20170004723

The following person is doing business as: EQUALITY TERMITE CONTROL, 15460 WANAQUE RD. #3 APPLE VALLEY, CA 92307, EDWARD D RAY, 15460 WANAQUE RD. #3 APPLE VALLEY, CA 92307

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/ EDWARD D RAY

Statement filed with the County Clerk of San Bernardino on 4/21/2017

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

Public Notices

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 4/28, 5/5, 5/12, 5/19, 2017. 171743

FBN 20170004728

The following person is doing business as: C R GLOBAL SERVICES, 1269 WEST 25TH STREET UPLAND, CA 91784, CARLOS H SOLORZANO, 1269 WEST 25TH STREET UPLAND, CA 91784

This business is conducted by an: INDIVIDUAL.

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

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

s/ CARLOS H SOLORZANO

Statement filed with the County Clerk of San Bernardino on 4/21/2017

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 4/28, 5/5, 5/12, 5/19, 2017. 171744

Commission On Judicial Performance Found Judge Norell Had Improper Contact With Colonies Partners

from page 6
other witnesses.

Larson took issue with Stringer’s assertion that Postmus had become much more aggressive in pushing for the settlement after returning from a trade mission to China in September 2005, at a time when Burum was also in China. Larson noted in his questioning that Postmus had supported making a settlement with the Colonies Partners in March 2005 that involved a cash payout of \$22 million and a transfer of county property valued at \$55.5 million to the LLC. Stringer acknowledged that Postmus had made an effort to effectuate the settlement prior to the China trip but she was resolute in maintaining that his approach had changed after his return from China. “That is my

opinion,” she said. “In terms of his attitude toward counsel, he became more animated. He became a little bit angrier and he would not accept any option other than what he wanted done. That was the beginning and end of his position on the case. He always supported a settlement, but not with so much intensity and aggression.” When Larson asked how she knew that to be the case, Stringer said it was based on what Reitz had told her, “as well as my own observations.”

Larson sought to counter the suggestion contained in Stringer's testimony that the behavior Postmus was exhibiting at that time and his rush toward settlement was an outgrowth of pressure being put on him by the Colonies Partners.

“You understand that Mr. Postmus was suffering from major drug addiction during that time, 2005-2006?” Larson inquired.

“I understand he had drug problems,” Stringer said. “I don’t know the dates they started.”

“So you don’t know,

then, if any of the anger or agitation that Mr. Postmus was demonstrating may or may not have been contributed to by his drug addiction?” Larson asked.

Stringer said she did not “have any knowledge of that.”

Larson also zeroed in on Stringer’s testimony on direct examination last week to the effect that she had an encounter with Burum and possibly Richards sometime in the fall of 2006. During that exchange, she said, Burum had asserted that she was in error in interpreting the law and county code to the effect that including a land component in a lawsuit settlement such as some of those being contemplated between the county and the Colonies Partners required approval of at least four members of the board of supervisors. Boldly, Larson implied if not quite asserted, that no such meeting between Stringer and Burum had occurred. “Isn’t it true you never met face to face with Mr. Burum prior to the settlement on November 28, 2006?”

Larson fairly thundered, his reference being to a session held the day the settlement had been approved, at which the final terms of the agreement that were put into writing were hashed out. That agreement, which was for the county to make the \$102 million cash payout, had no land conveyance component. In the face of Larson’s insinuation that she had lied, Stringer stood her ground, saying, “I don’t think that is correct. I believe there was another meeting.”

Larson asked Stringer about the outcome of the trial over the lawsuit that took place before Judge Christopher Warner over 18 days spread out between April and June of 2006. “It was not favorable to the county,” Stringer said.

“Do you think that is a fair assessment?” Larson asked, implying that Stringer was downplaying the seriousness of Warner’s ruling.

“It was an adverse opinion for the county,” she said

With Stringer, Larson brought up the subject of a complaint the county

had filed with the California Commission on Judicial Performance against the two judges before whom the lawsuit between the county and the Colonies Partners had been litigated, Peter Norell and Christopher Warner. That complaint alleged the judges had inappropriate contact with the Colonies Partners principals or investors and that the judges were biased in favor of the Colonies Partners as a result. There had been previous testimony that the county's lawyers had advised the board of supervisors to hold off on settling the lawsuit at least until after the commission had completed its investigation of the judges. Larson displayed a letter from the commission that the county received after the settlement occurred which indicated the commission had grounds to believe Norell had improper contact with the Colonies Partners or had evinced bias but that the investigation of Warner fell short of such a conclusion. “With respect to the judge named in the first paragraph of the

September 11, 2006 letter, the commission has considered the matter and taken appropriate corrective action with respect to some but not all of the allegations in your correspondence,” the letter stated. “With respect to the second judge named in the second paragraph of that same letter, the commission found no basis for action against the judge or determined not to proceed further in this matter.” Stringer validated the letter and that Norell was the first judge referenced and that Warner was the second judge.

Stringer testified that the county's lawyers had told the board of supervisors that it was inadvisable to settle the lawsuit with the Colonies Partners before the indemnification issues involving the other responsible parties – the City of Upland, Caltrans and SANBAG – were worked out.

SANBAG is the region’s transportation agency.

Larson wrung from Stringer a concession that she had not gone out

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San Bernardino County Coroner Reports

Coroner case # 701702911 On Saturday, 04/22/2017, at 9:53 P.M., 17-year-old Victorville resident Aldo Josue Decena attempted to run eastbound across 7th Street, between Victor Street and Desert Knoll Drive, in Victorville. While doing so, he was struck by an oncoming vehicle and then transported with injuries to a nearby hospital where he was later pronounced deceased. The San Bernardino County Sheriff's Department is investigating the incident. [04232017 0640 KA]

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

County's Top Lawyer Never Personally Surveyed Colonies Property That Was At The Heart Of \$102 Million Case

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to the Colonies Partners property to look it over herself, that she had neither attended nor participated in any of the mediation sessions with the Colonies Partners and that she had not litigated the matter itself and only attended the trial before Warner on a single occasion when she observed the proceedings from the gallery.

Stringer testified that she felt even more strongly than Norton did that the county should appeal Warner's decision to the appellate court. "I had the opinion we should take the case up on appeal," she said.

It was while Warner's tentative ruling in the case was on the verge of being finalized that the county settled the lawsuit at the \$102 million figure. To one of Larson's questions, Stringer acknowledged that the settlement precluded the language in Warner's tentative ruling against the county being finalized and that was of some assistance in the county's indemnification suit against the other three parties.

It is anticipated that the trial's major witness, Bill Postmus, will begin his testimony next week. Having used Stringer to effectively recover a portion of the momentum it had lost with the defense's impeachment of some of their earlier witnesses, the prosecution next called to the witness stand a now-retired attorney, Thomas Malcolm, who as outside counsel had worked with

Norton in guiding the county in conducting the litigation during the year-and-a-half before the matter was taken out of the hands of the lawyers by the board of supervisors' vote to settle.

The stately, 79-year-old Malcolm represents what is perhaps the prosecution's last and best chance to set the table for the testimony by Postmus, which prosecutors hope will at last solidify the criminal case against the defendants, in particular the bribery that prosecutors say occurred after the settlement and the threats, blackmail and extortion that preceded it.

For much of the trial, Larson, a high-powered international attorney who formerly worked as assistant U.S. Attorney in Los Angeles before being elevated to the position of federal judge, from which he subsequently resigned to become a top flight litigator with two major establishment law firms before joining with Robert C. O'Brien to form his own firm, had used his gravitas to overpower the witnesses he questioned. In cross examining Malcolm, who had been a managing partner with the law firm of Jones Day and was being paid \$900 an hour for his legal services by the time he retired, Larson found himself up against a formidable opponent.

Before Larson was able to begin his cross examination, however, California Supervising Deputy Attorney General Melissa Mandel carried out the direct examination of Malcolm. Though his legal pedigree and experience in representing the county at the civil trial ostensibly put Malcolm in the role of assisting the prosecution in the relitigation of the civil

case, he at points went directly to the substantive issues lying at the heart of the case, telling the jury with some of his responses that unmistakable signs of corruption hung about the effort to settle the case, that an effort to engineer a settlement that preceded the \$102 million settlement which involved trading valuable land that the county owned to the Colonies Partners for a lesser amount of acreage impacted by the flood control basin was an illegal "gift of public funds," and that the action constituted "a crime."

The county retained Jones Day as outside counsel to represent it in the case against the Colonies Partners after the county's previous outside firm, Munger, Tolles & Olson, resigned when four members of the board of supervisors gave indication in April 2005 they were going to support a \$77.5 million deal with the Colonies Partners calling for a \$22 million cash payment and the county handing over 1,400 acres of surplus flood control land in north Rancho Cucamonga the Colonies Partners claimed was worth \$55 million to offset the damages the Colonies Partners claimed had been done to it by the flood control district monopolizing 67 of its acres on its Upland property.

Immediately after Munger Tolles & Olson's departure in May 2006, Jones Day came in to represent the county. The following month, an internal memo from Jones Day to the board of supervisors cautioning against making the \$77.5 million settlement went public, and the board of supervisors backed out of it.

Malcolm, who had represented the Los Angeles Flood Control

District and had extensive experience in real estate litigation as well as inverse condemnation proceedings which pertain to disputes over the government's seizure of a private landowner's property, told Mandel that he had participated in several phone conferences with retired California Supreme Court Justice Edward A. Panelli, who was working as a mediator between the county and the Colonies Partners, and that he had attended one mediation session involving the Colonies Partners principals, its lawyers, the members of the county board of supervisors and the county's legal team. He testified that he had declined to personally participate in another settlement session mediated by Panelli.

Malcolm echoed a criticism deputy county counsel Mitch Norton made of Panelli's approach toward mediation, which was that Panelli did not focus on the basis, issues and facts of a dispute as much as he pressed the parties to compromise on the demands to come to a resolution. In the context of the Colonies case, Malcolm suggested that the Colonies Partners' claims were fraudulent and complying with them would make the county a party to that crime. "Justice Panelli, to our surprise, didn't dig into the merits of the case," he said. "Justice Panelli was intent on blessing the amount of money [the Colonies Partners was demanding]. I was very concerned personally that this would be tantamount to our law firm aiding and abetting a crime."

Malcolm's characterization brought howls of objection from several of the defense attorneys. Judge Smith, instructing

jurors that the statement was not being offered as truth but rather as Malcolm's perception, let it stand.

Malcolm clarified that he did not leave the county in the lurch and that another Jones Day attorney accompanied county officials to the Panelli-led mediation session. Malcolm said he had "decided they had gone too far [with concessions to the Colonies Partners during the mediation sessions]. I did not want personally to participate."

Malcolm told Mandel his initial assessment of the extent of the damages sustained by the Colonies Partners to be \$15 million to \$20 million and that the county and its flood control district's share of that liability was roughly ten to fifteen percent of that amount, with Upland, Caltrans and SANBAG being responsible for the rest.

With regard to the water retention basin on the Colonies Partners' property, Malcolm said the county's flood control easements there were

valid and the county "had the right but not the obligation" to construct the basin. He said the Colonies Partners woefully overvalued the 67 acres of property used to accommodate the basin at \$1.5 million per acre. He said the appraisal of the property done by Michael Waldon to support that claim had "no basis in reality. At the time it was not a realistic appraisal." He offered the view that the property, which was zoned as open space by the City of Upland, was worth \$15,000 an acre as a storm basin.

Malcolm acknowledged having taken part in an analysis and a resulting memo dated August 30, 2005 that concluded the county, by agreeing to a settlement with the Colonies that conferred \$77.5 million on the company in exchange for the county taking possession of the basin the Colonies Partners had built on its property, known as Basin A, "may be walking into a trap that would impose liabilities that

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The Count...

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the state's top Democrats are lining up to take a shot at Ms. Napolitano, who is a prize Democrat herself, having once been the governor of Arizona and the director of homeland security under President Barack Obama. Now California Lieutenant Governor Gavin Newsom, who wants to be governor when Jerry Brown leaves, and other Democrats such as Sacramento Assemblyman Kevin McCarty, who requested the audit, and San Francisco Assemblyman Phil Ting have become critical of Napolitano. After years of laying down for

Jerry Brown, now that he is a lame duck and his appointments and choices are being shown for what they are, each of these opportunists is ready to depart from the governor's fold, hoping they can vault into higher office. This is political calculation at the worst. Like General George Patton said, "Politicians are the lowest form of human life. Democrats are the lowest form of politician." Meanwhile, let's start a collection for Ms. Howle. I have a feeling she is going to soon be in need of some money to tide her over while she seeks employment after Jerry Brown fires her as California State Auditor....

County Wildlife Corner

The Golden Aspen



The golden aspen, which goes by the scientific name *populus tremuloides*, is a deciduous tree present in the San Bernardino Mountains.

Golden aspens have tall trunks, with smooth pale bark, sometimes scarred with black. Their glossy green leaves become golden to yellow in autumn. The species often propagates through its roots to form large clonal groves originating from a shared root system. These roots are not rhizomes, as new growth develops from adventitious buds on the parent root system, known as an ortet.

While the *populus tremuloides* is the most widely distributed tree in North America, it is relatively rare in Southern California.

The tree's leaves sometimes quake or tremble, which is due to its flexible petioles that are flattened from side to side along their entire length.

The aspen is a tall, fast growing tree, usually 65 to 80 feet at maturity, with a trunk 8 inches to 2 feet 7 inches. The largest recorded specimen is 119 feet 9 inches in height and 4 feet 6 inches in diameter.

The bark is relatively smooth, colored greenish-white to gray, and is marked by thick black horizontal scars and prominent black knots. The leaves on mature trees are nearly round, 1 1/2 to 3 1/4 inches in diameter with small rounded teeth, and a 1 1/4 to 2 3/4-inch long, flattened

petiole. Young trees and root sprouts have much larger nearly triangular leaves, 4 to 8 inch long.

Aspens are dioecious,



with separate male and female clones. The flowers are catkins 1 1/2 to 2 1/4 inches long, produced in early spring before the leaves; The fruit is a 4-inch pendulous string of 1/4-inch capsules, each capsule containing about ten minute seeds embedded in cottony fluff, which aids wind dispersal of the seeds when they are

mature in early summer.

In the western United States, this tree rarely survives at elevations lower than 1,500 feet,

due to hot summers experienced below that elevation, and is generally found at 5,000–12,000 feet.

The aspen propagates itself primarily through root sprouts, and extensive clonal colonies are common. Each colony is its own clone, and all trees in the clone have identical characteristics

and share a single root structure. A clone may turn color earlier or later in the fall than its neighboring aspen clones. Fall colors are usually bright tones of yellow; in some areas, red blushes may be occasionally seen. Aspens do produce seeds, but seldom grow from them. Pollination is inhibited by the fact that aspens are either male or female, and large stands are usually all clones of the same sex. Even if pollinated, the small seeds (three million per pound) are only viable a short time as they lack a stored food source or a protective coating.

Aspen bark contains a substance that was extracted by indigenous North Americans and European settlers of the western U.S. as a quinine substitute.

Like other poplars, aspens make poor fuel wood, as they dry slowly, rot quickly, and do



not give off much heat. They are still widely used in campgrounds because they are cheap and plentiful. They are not widely used as building lumber. Pioneers in the North American west used them to create log cabins and dugouts, though they were not the preferred species.

The leaves of the quaking aspen and other species in the genus *Populus* serve as food for caterpillars of various moths and butterflies.

In Clash Of Legal Titans, Malcolm Slips Most Of Larson's Punches from page 18

are not related to flood control, compromise the district's ability to defend Colonies claims and undermine the district's claims against Upland, Caltrans and SANBAG. The district does not have enough information about the current condition of Basin A, what additional work the district might be required to do, the estimated cost and whether the district has the resources necessary to complete this work."

Mandel asked Malcolm about the board of supervisors and his perception about their level of engagement with regard to the substantive issues of the litigation with the Colonies Partners. He said he had meaningful exchanges with Josie Gonzales that took place mostly out-

side the scope of closed sessions in her office. He said that supervisor Dennis Hansberger was engaged and "extremely conscientious." He remembered Paul Biane as asking occasional questions. He said Biane more often offered feedback "with respect to the politics involved and what was going on with regard to the Colonies political involvement in the county." He said supervisor Gary Ovitt asked no questions at all about the case.

When Mandel asked about Postmus, Malcolm described the chairman of the board of supervisors as being restlessly disengaged. "He would basically be texting or reading a newspaper and getting up and walking around the room, and he did not pay any attention at all to our presentation," Malcolm said. "He had a very short fuse. He was at least on one occasion very rude and dismissive of county counsel."

When Mandel finished with her direct examination of Malcolm, Larson at last had the opportunity to attempt to dismantle the support network the older attorney had constructed for the prosecution's theory of guilt. Larson started off deferentially, inquiring about Malcolm's history, background and various areas of legal expertise. He then moved to questioning Malcolm's recollection of his firm's early involvement in the case. Larson intensified the probing gradually, at times confronting the witness or quibbling with his answers. Malcolm on occasion dodged some obviously barbed and hooked questions by asserting a lack of recollection. Larson appeared to be stymied by this, as well as by Malcolm's manner, which incorporated at times a self-deprecating humor that referenced his age, memory and lawyering skills. Malcolm engaged well with the jury, often ad-

ressing his answers not to Mandel or Larson but to, it seemed, the jury, which he would face by slightly turning in his position on the witness stand, as he would endeavor to make eye contact with its members.

Nevertheless, Malcolm asserted himself sometimes calmly and other times forcefully with regard to his recollections and certain points of law.

Larson tried to challenge Malcolm with regard to Jones Day's overly optimistic assessment of the county's position in the lawsuit, which was penultimately decided in the Colonies Partners' favor by Judge Warner. Larson asked if he had told the supervisors the county's "exposure was very minimal?"

Malcolm acknowledged he had. Larson further asked if "you in fact advised the county they had an 85 percent chance of success in the retrial?"

"I think I made that

statement," said Malcolm. "I also indicated we didn't know which way the judge is going to go. We were optimistic it would turn out well." The outcome would be, Malcolm said, "subject to the vaguery of the judge."

When Larson pointed out that Warner had entered a tentative decision against the county and made findings that the county had misled and coerced the Colonies Partners in its dealings with the company, and that county flood control district department head Ken Miller had not been a credible witness, Malcolm acknowledged that Warner's decision so found and stated. But he said, "I disagreed with the judge's decision."

Larson further sought to undercut Malcolm's credibility by focusing on one of the defense strategies the county's legal team had formulated, based on the precedent-setting 1977 case of *Ellena vs. the State of*

California, involving a situation not too unlike the situation with regard to the Colonies Partners property involving severance damage compensation for property near Lytle Creek that was devastated during prolonged rainstorms in 1969. Using the *Ellena* case, the county was set to maintain that the \$18 million paid to the Colonies Partners as the consequence of an inverse condemnation lawsuit filed against Caltrans for the state utilizing 40 acres at the top of Colonies Partners property for the 210 freeway right-of-way included severance damage compensation. Having accepted compensation would, according to the *Ellena* theory, preclude the Colonies Partners from receiving any further compensation for damages caused by the 20th Street Storm drain, which was put in place to alleviate freeway flood-

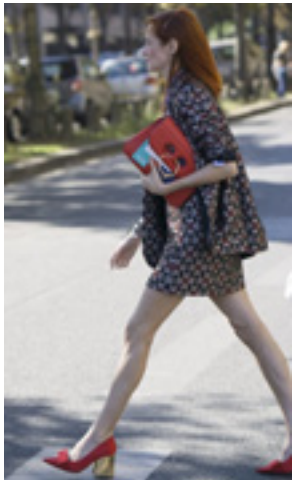
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California Style Head Wraps

By Grace Bernal



The attention is on the head this week and the turban like head pieces that go with the Boho look of spring are quite rapturing. The headpieces and wraps are a fun



statement of hair accessory that works wonders for the on head with, curly, and straight hair. Be it a head wrap, head-



piece, or turban either is a very boho-chic and sportive. The headpieces come in different styles

and have been a classic statement piece since the early 1920s. But, recently the turban, head wrap, and headpiece have been shaping their way back to the fashion scene making it 2017s top hair accessory trend. They come in monochromatic



for the classic chic and printed textiles for the boho gypsy. Some turbans are quite stunning, and there are the elastics headpieces that wrap around the heads. You

can find them at Forever 21 (\$5.00), and if you're an online shopper there's a site out of California who offers a nice selection (\$25.00):<https://swoongirl.com/>. I'm



awaiting my turban delivery by Swoon Girl, and will be purchasing one from Forever 21. I hope you have a nice spring as you rapture your head with an accessory of your choice.

"In this market every head has a different fancy: everyone winds his turban in a different fashion." Saib Tabrizi

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

Did One Lawyer Bill County For 358 Hours In A Single Month? Probably Not from page 19

ing. Larson pointed out that there were county lawyers who were not convinced the Ellena defense was valid. Malcolm, while acknowledging there was some disagreement on the Ellena issue, indicated he yet felt it was applicable. At any rate, he told Larson, "I don't think we were limited to one defense."

In this way, Malcolm seemed to effectively blunt Larson's forays against him. Like Stringer before him, Malcolm had avoided serious impeachment at the hands of Larson, who continuously pressed forward

with his efforts to rattle the older gentleman, sometimes with provocative questions and an occasional show of impatience or skepticism at Malcolm's usually succinct, though sometimes more lengthy and involved responses. During one of the latter, Larson had cut Malcolm off, moving onto another question. Mandel objected, asking Smith to direct Larson to allow Malcolm to finish his responses. After Smith did so, Malcolm remarked, somewhat self-deprecatingly as if he were apologizing for his long-windedness, "I am a receptacle of information."

"Selectively, it would appear," Larson snapped.

Indeed, to the apparent delight of the juries hearing the case, which signaled their approval with occasional laughter, Malcolm, despite his

years, had maneuvered at selective times into the persona of a sometimes recalcitrant and somewhat jocular adolescent in response to the authoritarian Larson, who came across as being in the role of a disciplining school headmaster at points of his cross examination.

In one regard, Larson did make a breakthrough with Malcolm. Perhaps because he anticipated a yet-to-manifest attack by the prosecution on his client for having had contact with Panelli, Larson sought and received from Malcolm his acknowledgment that he and other county lawyers had contact with Panelli outside the forum of an official mediation session without any countervailing representation of the Colonies Partners being present. Malcolm said there was

nothing improper about such contact.

Toward the end of the court day on Thursday, Larson attempted to dry-gulch Malcolm, presenting what he purported was the Jones Day law firm's billings for legal services for the month of April 2006. The invoice totaled \$895,531.40, covering the services of 31 lawyers a handful of paralegals, printing costs, long distance telephone call, air fare, and lodging charges of \$34,855.60 for rooms at the Mission Inn in Riverside. The invoice included 176 billable hours for Malcolm and 279.5 billable hours for Jeffrey Kirzner, another Jones Day attorney heavily involved in the Colonies Partners litigation. The clear implication was that the Jones Day firm was profiteering, and living luxuriously, at the

expense of the taxpayers while pursuing an ultimately futile legal strategy. Though the defense team and the defendants themselves temporarily basked in the immediate aftereffect of Larson's introduction of that piece of evidence, it was short-lived.

Mandel objected to the display of the document, pointing out that while it was dated April 2005, there was nothing in the paperwork to indicate the bill applied to just that month. She suggested the invoice was a canard, and not at all what Larson had represented it as being. Indeed, a close examination of the itemization in the invoice, which was not displayed on the courtroom's overhead visual projector screens long enough to be comprehensively evaluated, showed that one lawyer

had billed for 358.5 of the total 2,675.2 hours contained in the invoice. Courtroom observers noted that it would be highly unlikely that a single lawyer would work an average of 83.533 hours per week consistently throughout a single month.

Moreover, quick-eyed observers would have also been able to note that Malcolm was charging the county \$450 an hour for his work, which was well below his going rate at the time, an indication that he was pursuing the case not for mercenary purposes but because he had a belief in the case.

By the day's end, Larson's cross examination of Malcolm had not drawn to an end and he was ordered by Judge Smith to return to the witness stand next Monday at 1:30 p.m.