

# The San Bernardino County Sentinel

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

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## Forced To By A Petition Drive, Supervisors OK Vote On Fire Service Tax

Their feet held to the fire, the members of the San Bernardino County Board of Supervisors voted on Tuesday to repeal the fire service tax they had imposed on all unincorporated county property owners in October 2018, and to give those property owners a direct opportunity to accept or reject the tax as an issue to be voted on in November.

County Fire Protec-

tion Zone 5 was originally formed in 2006 as a means of funding the San Bernardino County Fire Department's provision of fire prevention/suppression/protection service to the adjoining unincorporated county communities of Hendale and Silverlakes.

More than three years ago, after witnessing the ease with which the municipal or local fire departments in the cit-

ies of San Bernardino, Twentynine Palms, Needles and Upland had been closed out and responsibility for fire protection services in those jurisdictions was turned over to the county fire division, county officials hit upon using a similar process to impose fire service fees on residents, businesses and landowners in the county's unincorporated areas. In San Bernardino, Needles and

Upland, the fire departments there had been operated as a feature of municipal government and paid for out of those respective city's general funds. In Twentynine Palms, a special tax was collected to augment the Twentynine Palms Water District in its operation of the fire department. In each of those cases, the cities or the water district ceased funding the fire department's operations

by arranging with the San Bernardino County Local Agency Formation Commission to have the entirety of their respective city limits annexed into County Fire Protection Zone 5, such that a yearly assessment of around \$150 was placed on each parcel within those jurisdictions. That money was then used to defray the fire department operations in those cities, which See P 5

## 7 Months Later, Hesperia Council Seeks Evidence To Support Brosowske's Ouster

By Mark Gutglueck

In a figurative example of a public entity racing to drag a horse onto the shoulder of the road to bring it around and in front of the cart the beast was improperly placed behind, the Hesperia City Council this week voted 4-to-1 to actuate its legislative subpoena power.

The rare action was

### SB Settles Suit Brought Against It By Former City Manager

Andrea Travis-Miller, whose tenure as San Bernardino city manager was interrupted and then closed out less than six months following John Valdivia's ascendancy as mayor, has settled a lawsuit she filed in the aftermath of her firing when the city withheld her severance.

Travis-Miller endured what proved to be two trying stints as the head of the City of San Bernardino's operations,

taken more than seven months after the city council's split 3-to-2 vote in September to remove then-City Councilman Jeremiah Brosowske from office based on an assertion that he was not living, as he claimed, in his apartment at 16784 Sultana Street in Hesperia, and that he therefore did not meet the residency requirement to hold

Brosowske, who abided by the council's action and was then replaced by the woman he defeated in the 2018 election, has taken legal action contesting his removal, including filing a petition with the California Attorney General's Office to make an independent determination of whether he met the residency

requirements. The action taken by the city council on Tuesday night was a tacit admission that it did not possess the evidence to establish that Brosowske was not in residence at the unit at the Sultana Mulberry Apartment Complex for which he was paying \$875 per month rent in 2018 and last year, and that the

case against Brosowske that the council majority was relying upon in making its vote to remove him was composed primarily of yet-unproven suspicion.

The then-27-year-old Brosowske was appointed to the city council in July 2018, some two months after the death of Hesperia Mayor Russ Blewett, when See P 2

## Upland Council Again On The Verge Of Using Closed Meeting To Blast Past Project Opponents' Objections

The Upland community is abuzz with concern and informed speculation that for the second time this month the city council will use the restriction on social gatherings to conduct a virtual public hearing at which resident objections will get short shrift and a controversial project will be given approval.

FH 11 LLC is seeking an entitlement to construct the Villa Serena

project, 65 single family detached residential units on 9.2-acres that lie within the footprint of the 15th Street Flood Control Detention Basin.

The project is intended to fit within what remains as some of the last open space at the north end of Upland's long-existing Foothill Knolls neighborhood, what has been described as San Bernardino County's most exquisite upscale working class district.

From shortly after FH 11 LLC, which is a subdivision of Frontier Homes, made its application for the project on July 26, 2018, there have been objections to it, primarily relating to the density it entails being inconsistent with its surroundings, that the two-story nature of the homes will interfere with both the privacy and mountain vistas of the existing homes to the south and the intensifica- See P 4

## Using Virus's Impact On City's Revenue Stream As A Pretext, City Manager Sacks Whistleblower

Utilizing the coronavirus crisis as a pretext, Adelanto City Manager Jessie Flores this week laid off an employee whose whistleblowing activity over the last three years played a contributory role in ending the tenure of the ruling coalition on the council that was voted out of office in 2018 and which has greatly complicated Flores' function and that of the city council over the last year.

Amber Tisdale, a code enforcement officer, was one of three city employees who Flores laid off on Tuesday, action Flores said was taken in conjunction with a further reduction of contract consultants working in various capacities at City Hall in what was represented as a move necessitated by an anticipated 20 percent reduction of revenue coming into the city.

Flores and members of the city council have some degree of animus toward Tisdale.

In 2014, Rich Kerr, John Woodard and Charles Glasper were elected in a clean sweep that displaced, respectively, Mayor Cari Thomas and councilmen Charles Valvo and Steve Baisden. In short order, Kerr and Woodard joined with former Councilman Jermaine Wright in pushing the city toward legalizing the cultivation of medical marijuana in the city's industrial zones and then later permitting marijuana dispensaries to proliferate in the 53-square mile and 34,000-population city as a means of generating rev- See P 3

## With 24 County Virus Deaths, Only One Of Every 266 Residents Has Been Tested

As the Easter weekend is approaching, less than 0.38 percent of the San Bernardino County's population – roughly one out of every 266 people – has been tested to see if they had contracted the coronavirus. That is, 8,265 people had been tested. Of those, 729 were confirmed to be infected as of just after 4 p.m. today, April

10. The latest figures were that 24 residents of the county up to this point have perished as a consequence of the disease or its complications.

Early in the week there was alarm over the situation at the Reche Canyon Rehabilitation & Health Care Center as of today was a less serious manifestation of what had occurred at the Cedar Mountain Post-Acute

care home had tested positive for COVID-19. One of those residents had died, according to the County Department of Public Health.

The development at Reche Canyon Rehabilitation & Health Care Center as of today was a less serious manifestation of what had occurred at the Cedar Mountain Post-Acute

Rehabilitation facility in Yucaipa, where a total of 75 residents and employees are confirmed to have tested positive for the coronavirus, with five residents there having expired since the beginning of March.

The spate of infections and fatalities at the Reche Canyon Rehabilitation and Cedar Mountain locations prompted

Governor Gavin Newsom during a press conference on April 4 to bestow upon San Bernardino County the dubious distinction of being considered one of four nursing home "hot spots" in California.

The County Department of Public Health has established a multi-agency Nursing Facilities Task Force See P 4

**Brought Before The California Attorney General To Justify Kicking Brosowske Out Of Office, Hesperia Scrambling To Churn Up Evidence He Was Living Elsewhere from front page**

he garnered the votes of then-Councilman Paul Russ, then-Mayor Bill Holland and Councilwoman Rebekah Swanson. Then-Councilman Larry Bird opposed Brosowske's appointment. Among the eight other candidates overlooked in the council's decision was another applicant, Brigit Bennington. As an incumbent councilman, Brosowske then ran in the November 2018 race for city council in the city's Fourth District in what was Hesperia's first by-district election in its then-30-year history as a municipality. Though Bennington outdistanced Brosowske in the initial returns that came in election night, over the next several days as provisional and late posted mail-in votes arrived, Brosowske overtook her and was declared the winner.

Brosowske never enjoyed a warm relationship with Bird, who was elevated after the election by his colleagues to serve as mayor. In short order, Brosowske came to loggerheads with Holland, who was reelected to the council as the representative of the Second District in the 2018 election and then found himself besieged with a recall effort that was bankrolled by developmental interests closely aligned with Brosowske. As the ultimately unsuccessful effort to gather sufficient signatures to force a recall question against Holland continued, Brosowske found himself at odds with three-fourths of his council colleagues - Holland, Bird and Cameron Gregg. By last summer, lines in the community were increasingly starkly drawn, such that a movement to oust Brosowske had developed parallel to the one to remove Holland. Those seeking Brosowske's exit, how-

ever, chose not to pursue a recall but rather to utilize reports that Brosowske was in fact not living in the unit he was renting at the Sultana Mulberry Apartment Complex, but rather with his girlfriend/fiancée in Rancho Cucamonga.

At its September 3, 2019 meeting, the Hesperia City Council considered two items relating to Brosowske's alleged non-residence in the city. The first of those proposed the hiring of an investigator to determine whether or not Brosowske previously met and was then meeting the residency requirements to have held the at-large council position he was appointed to the previous year and the district council position he was elected to in November 2018 while he enjoyed incumbency in the appointed at-large position. The second item was a vote to remove Brosowske from office based on the assumption he did not meet and never did meet the residency requirement, despite the investigation the first action authorized into that very question not yet being carried out.

Brosowske publicly asserted that he was in fact living in the Sultana Mulberry Apartment unit he was renting. Prior to the meeting, Brosowske's Corona-based attorney, Chad Morgan, who has had success preventing the removal of other public officials from office charged with residency violations, went to court on August 30 to attempt to convince Judge David Cohn to block the city from removing Brosowske from office. Cohn refused to issue such an order. Brosowske and Morgan then submitted to the city council at its September 3 meeting a 211-page compendium of documents, including Brosowske's rental agreement for Unit 7 at the Sultana Mulberry Apartments, Brosowske's utility bills for the apartment, printouts of text messages between him and former Hesperia City Councilman Bill Jensen to show that he was living at Jen-

sen's home at 8075 E Avenue in Hesperia during the weeks and months while Brosowske was seeking appointment to the council and had been appointed to the council but before he had moved into the Sultana Mulberry Apartments; together with a sworn declaration from Brosowske asserting he lived at the 16784 Sultana Street Unit 7 address.

Following public statements from Brosowske's supporters and detractors, the city council at the September 3, 2019 meeting deliberated over the matter.

Councilwoman Rebekah Swanson, whose political affiliations include Bill Postmus, a former county supervisor and county assessor who had served as Brosowske's mentor, joined with Brosowske in opposing undertaking the investigation, expressing the belief that the entire contretemps relating to Brosowske boiled down to political differences between Brosowske and most especially Holland, and to a lesser extend Bird and Gregg. When the council took up the question of Brosowske's removal, Swanson gave discourse to what many of those attending or observing the meeting felt, which was that there was a logical absurdity to considering and acting on the two items at the same time. Essentially, it was perceived by many that undertaking an independent investigation of the matter would be an admission that sufficient facts were yet needed to warrant some form of future action against Brosowske if such were to be taken, and that at that time those facts upon which to take any action were not yet known.

Thus, it followed, taking any action toward removing Brosowske would be premature, since the facts to justify his removal had not yet been established.

Holland, who clearly had the strongest animus toward Brosowske, initially seemed to reflect an understanding that ordering up an investigation into the grounds for removing Brosowske from office would be in-

compatible with expelling him from the council at the same time.

"I'm not asking for a prosecution," Holland said at the September 3 meeting. "I'm only asking for an impartial investigation."

But as the discussion of the matter continued, the council majority's momentum toward simply being done with Brosowske held sway, and in the end Holland, Bird and Gregg steamrolled over Swanson's suggestion that the council should make an analysis of the documentation provided by Brosowske before taking the vote to remove him.

Referencing the 211 pages of documents submitted by Morgan on Brosowske's behalf as being irrelevant at that point, Bird suggested, in essence, that what had been provided was a day late and a dollar short.

"This isn't the first council meeting that anybody in the audience has requested information," Bird said.

The council then voted 3-to-2, Swanson and Brosowske dissenting, to remove Brosowske from office.

In October, the council appointed Brigit Bennington to replace Brosowske.

In the meantime, Brosowske and Morgan have not given up on their claim that Brosowske is entitled to serve as the Fourth District councilman. Morgan, on behalf of Brosowske, has forced a full quo warrant procedure, which involves the protocol of seeking, from the California Attorney General's Office, a determination if adequate grounds exist to warrant a civil suit seeking an officeholder's removal or reinstatement.

Morgan, who has experience in pursuing such a process to a successful conclusion for his clients in the past, has energetically delineated a case that the city council acted in unjustifiable haste in September. And the investigation the council requisitioned on September 3 has yet to produce results to conclusively refute the 211 pages of documentation Morgan presented.

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This week, the city council, meeting at Hesperia City Hall outside the presence of the public as a safeguard in the face of the continuing coronavirus crisis, considered adopting a resolution authorizing the issuance of legislative subpoenas for the purpose of investigating violations of Hesperia Municipal Code Section 1.09.020, i.e., violations of the residency requirement to hold office generally, which specifically applies to looking into the circumstance relating to Brosowske's living arrangements.

According to a staff report pertaining to the item taken up Tuesday, "The city council has the legal authority to issue legislative subpoenas to investigate potential violations of Hesperia Municipal Code Section 1.09.020 and report the same to the San Bernardino County District Attorney and/or the California Secretary of State. (Government Code section 37104.)"

The staff report and the resolution sidestepped the actual reason for the action, which is that the council in September clearly bit off more than it could chew by removing Brosowske without having constructed an air-tight case for doing so ahead of time, such that it is now playing catch-up, what it hopes will be in time to present a convincing case to the California Attorney General in conjunction with the quo warrant process. Failure to do so will result in Brosowske being reinstated as Fourth District councilman and

Bennington's appointment being rescinded.

According to the resolution, "California Government Code sections 36502(a) and 1770(e) provide that if a member of the city council moves his or her place of residence outside of the city limits, his or her office on the city council shall immediately become vacant. At several meetings of the city council, members of the public alleged articulable facts and circumstances to suspect that then-councilmember Jeremiah Brosowske was not a resident of the 4<sup>th</sup> Council District of the city at the time nomination papers were issued and at times thereafter. On September 3, 2019, the city council voted to declare the office of councilmember for the 4<sup>th</sup> Council District of the city vacant due to the suspected lack of residency of then-Councilmember Jeremiah Brosowske. Former Councilmember Brosowske continues to assert that he satisfied the residency requirements of the Hesperia Municipal Code and the California Government Code. The city council has the legal authority to issue legislative subpoenas pursuant to California Government Code sections 37104 and 37105 to investigate potential violations of the Hesperia Municipal Code section 1.09.020 and California Government Code section 34882 and report the same to the San Bernardino County District Attorney and/or the California Secretary of State. The City of Hespe-

*Continued on Page 9*

## Concern That Adelanto Councilman Contracted Coronavirus From Mayor

In the weeks and days before he became deathly ill, Adelanto City Councilman Gerardo Hernandez had close physical contact with two other elected officials, one of whom is confirmed to have been infected with the coronavirus and the other who was suffering with pneumonia.

On March 18, Hernandez was admitted to a High Desert hospital, roughly a week after he had attended a regularly scheduled city council meeting, and six days after his attendance at a specially-called meeting of the council that, ironically, was convened for

that panel to take emergency action intended to aid the community in stemming the spread of the coronavirus.

At the February 11 meeting, members of the council, including Hernandez, Mayor Gilbert Reyes and Councilwoman Joy Jeannette, had donned mouth and nose masks, though as the meeting progressed, both Reyes and Hernandez had set their masks down when they were speaking to prevent their voices from being muffled.

Hernandez was reportedly showing signs of what he considered to

be a mild cold as early as March 9 or 10, and had resolved to self quarantine, but broke from that protocol to attend the meetings.

Reyes in late February and early March had traveled to London. He had taken ill shortly after his return to the United States. At the February 11 meeting, he acknowledged being "under the weather" and could be heard coughing and sniffing at multiple points during the meeting. He was subsequently diagnosed as having pneumonia. One report held that he was tested for the coronavirus but that it

came back negative.

As always, at the March 11 and 12 meetings Hernandez was seated on the council dais immediately to Reyes' right. At various points during the March 11 meeting documents were passed between the two.

At the March 12 meeting, both Reyes and Hernandez had dispensed with wearing the masks altogether.

By March 18, Hernandez's conditions had worsened considerably and he was admitted to the hospital. Shortly after Hernandez's admittance, it was determined

he was suffering from a variety of conditions which in combination are life-threatening. He was intubated and put into a medically-induced coma. A test done at that time came back negative for coronavirus.

By March 19 Hernandez had been stricken with multiple organ failure, acute kidney failure and septic shock. He is undergoing dialysis on a regular basis. A second test determined that he in fact has the coronavirus. As of this morning, he had not recovered consciousness.

In addition to his contact with Reyes,

Hernandez on February 17 attended a political get-together with a multitude of other local and regional elected officials, among them Big Bear Mayor Rick Herrick, who shortly thereafter was found to have contracted the coronavirus. A photo taken at that event shows Herrick and Hernandez standing in close proximity to one another, apparently engaged in a conversation.

As of March 19, Herrick was symptomatic and he was tested on March 20. That test came back positive.

-Mark Gutglueck

### **City Manager Imported Graft From Previous Adelanto Regime To The Current One *from front page***

venue in the municipality which had in mid-2013 declared it was in a state of fiscal emergency, a step preparatory toward filing for bankruptcy.

To lesser and greater degrees, city staff resisted or cooperated with Kerr's stated vision of getting Adelanto in on the ground floor of the coming marijuanification of California that began in earnest with the passage of Proposition 64 in 2016, which legalized the sale of marijuana for its intoxicative effect.

The perception grew, even among many of the city staff who accepted that cannabis legalization was legitimate, that Kerr, Woodard and Wright were engaged in bribe-taking from the more aggressive members of the dozens of cannabis-related business applicants who had permits pending at City Hall. Over a roughly three-and-a-half year period, City Manager Jim Hart, former City Engineer/Public Works Director/interim City Manager Tom Thornton, City Attorney Todd Litfin, Senior Management Analyst Mike Borja, Conservation Specialist Belen Cordero, Public Works Superintendent Nan Moore, former City Clerk/City Man-

ager Cindy Herrera, former City Attorney Julia Sylva, former City Attorney Curtis Wright, interim City Manager Brad Letner, Information Technology Supervisor Ben Pina, contract City Engineer Wilson So, Assistant City Engineer Aaron Mower, Code Enforcement Officer Roman Edward De La Torre, Code Enforcement Officer Gregory Stephen Watkins, Senior Planner Mark De Manincor; public works division employee Jose Figueroa, City Attorney Ruben Duran and City Manager Gabriel Elliott either departed from the city on their own accord because they had misgivings about the pay-for-play ethos that dominated the cannabis-related business licensing process in Adelanto or were shown the door because they were not on board with the then-council majority's agenda to transform Adelanto into the marijuana capital of California.

The city's code enforcement division, led by Public Safety Director/Chief Code Enforcer Steve Peltier, earnestly sought to carry out its function, meaning doing timely and full inspections of new construction and operations, including cannabis-related businesses. Those efforts came amid orders from Kerr, Wright and Woodard, relayed through then-Economic Development Director Jessie Flores, for the code enforcement division to stand down. The code

enforcement department's general defiance of those orders was not welcomed by Kerr. In November 2017, Wright was arrested by the FBI and charged by the U.S. Attorney's Office with accepting a bribe from an undercover FBI agent posing as a cannabis distribution business applicant who had given Wright \$10,000 in return for Wright's assurance the applicant's business would not be interfered with by city regulators. The revelations attending Wright's arrest clued Kerr and Woodard into the degree to which city employees and others were betraying those driving the marijuana legalization effort to local, state and federal authorities. This intensified rather than curtailed Kerr's and Woodard's push to purge City Hall of employees they deemed disloyal to their effort to transform Adelanto onto a marijuana-based economy, and more sackings of city employees ensued. With the assistance of Joy Jeannette, who in a special election in June 2018 to replace Wright on the city council was voted into office following a campaign defrayed by large infusions of political cash put up by cannabis-related business applicants, Kerr and Woodard established Flores as city manager.

There was a growing sentiment in the community that Kerr and Woodard were corruptly militating to carry out the bidding of the

cannabis-related business applicants receiving preferential treatment at City Hall, fueled in large measure by Wright's arrest and prosecution as well as an FBI raid on Kerr's home. Moreover, Flores' initial hiring by the city had been to serve as a consulting economic development director, by which terms he was not considered a city employee, *per se*, such that he was not subject to the same conflict-of-interest restrictions applicable to municipal employees. His contract with the city left him at liberty to seek employment and receive money from those businesses he was seeking to convince to set up shop in Adelanto. Thus, built into Flores' original arrangement with the city was his ability to legally receive money from the dozens of cannabis-related businesses seeking permits and licenses to operate in the city, a perfect opportunity for the conveyance of payoffs to a city official from those companies. There were suggestions, never confirmed publicly, that Flores was sharing money provided to him by the applicants for cannabis-related business licenses in Adelanto with Kerr and Woodard. One report was that Wright had not been cut in on this deal, which had resulted in him setting out on his own to seek bribes and kickbacks, which ultimately led to his arrest and prosecution.

Based upon treatment she was subjected to while functioning in her role as a code enforcement officer, Tisdale filed a legal action against the city, alleging workplace harassment. That matter has yet to be adjudicated.

in the 2018 election, with Kerr and Woodard soundly defeated in the polling, and Glasper, who was sadly in the throes of dementia, having been persuaded against seeking reelection. Replacing Kerr as mayor was Gabriel Reyes; Woodard and Glasper were supplanted by Stevevonna Evans and Gerardo Hernandez, following an election in which all three touted themselves as reformist candidates.

After the election and their swearing in, Reyes, Evans and Hernandez were briefed by Flores, who convinced them that the city's financial situation remained precarious, and that the best prospect for the city's economic recovery was to stay the course that Kerr, Woodard and Wright had charted in creating a marijuana-friendly local business strategy that included not just cultivation facilities, but cannabis-product manufacturing concerns, medical marijuana dispensaries and pot shops akin to liquor stores where those seeking to purchase the drug for recreational purposes could do so. Rather than firing Flores, as they had implied they would do during their reform-themed campaigns, they kept him in place. Empowered, Flores took a run at Peltier, who had never desisted in his efforts to ensure that if the businesses involving marijuana cultivation, processing, distribution or sales were approved

that they would meet the inspection, safety and operational criteria the public had been assured would be maintained to protect the community. In February 2019, Flores suspended Peltier, but with all eyes on what was occurring and elements of the public perceiving that the graft that had enveloped Kerr, Woodard and Wright was similarly overriding the judgment of Reyes, Evans, Hernandez and Jeannette, Peltier was restored into his post in April of last year.

As one of the code enforcement officers serving under Peltier who had then gone on to become his administrative assistant, Amber Tisdale was among those who had proved to be the bane of Kerr's, Woodard's and Wright's existence. A report from a highly credible source was that Tisdale had provided information to the FBI during that phase of its operation that had been focused on Kerr, Woodard, Wright and Flores. Subsequently, following the 2018 election and the elevation of Reyes, Evans and Hernandez to the city council, reports were yet circulating that Tisdale had remained in contact with the FBI.

Based upon treatment she was subjected to while functioning in her role as a code enforcement officer, Tisdale filed a legal action against the city, alleging workplace harassment. That matter has yet to be adjudicated.

*Continued on Page 10*

**Upland Had Arrangement With Colonies Partners To Use 20 Acres Just Off 15<sup>th</sup> Street For Flood Control**  
*from front page*

tion of traffic circulation problems in the area it will create. An overarching issue is that the project is located on land intended for flood control alleviation.

There is a storied history to the land on which the project is to be

built. Two decades ago, the property was conceived of as an intrinsic element of an elaborate flood control network. The Colonies Partners, headed by Dan Richards and Jeff Burum, had acquired the property, part of a 20.3-acre parcel, to have it serve as a repository for water that would be channeled away from the Colonies at San Antonio subdivision to the north. On September 24, 2002, the city council approved a development agreement with the Col-

onies Partners allowing the development of the Colonies at San Antonio Project. A section of that agreement entailed the city paying the Colonies Partners \$5 million as the city's fair share cost for increasing the capacity of various streets and the capacity of the city's storm drains and sewer facilities. Included in that section of the agreement was that the 20.3 acres near 15<sup>th</sup> Street would be utilized as a flood water basin. The city council extended the Colonies

Partners' first right of refusal after the ten year period had passed.

Subsequently, Madole & Associates, a company involved in development services, civil engineering, project management, surveying and mapping, provided a drainage study for the 15<sup>th</sup> Street Basin in which it concluded that only 11.1 acres of the 20.3 acres were needed for future flood control purposes based on the assumption that previous construction of an

additional storm water retention basin upstream and the Army Corps of Engineers' construction of a concrete drainage channel along the eastern edge of the Colonies at San Antonio project would adequately handle storm water flows. Based on the Madole & Associates study, 9.2 acres of land in the flood control basin was transferred to the Colonies Partners for future development.

The Colonies Partners subsequently arranged  
*Continued on Page 11*

**County Proposed, Then Withdrawn, Draconian Punishments To Promote Safe Practices In The Face Of Virus Outbreak**  
*from front page*

aimed at mitigating the spread of the coronavirus among the county's most vulnerable residents, and its acting chief health officer has issued an order requiring nursing facilities to take multiple steps to protect their elderly and health-compromised clients.

There are 171 state-licensed nursing facilities in San Bernardino County caring for at least 6,600 of the county's most at-risk residents, according to the Department of Public Health.

The San Bernardino County Fire Department formed a coronavirus pandemic incident command team on March 6 in an effort to ensure that there would be coordination and adequate communication between the county's various fire departments, and provide for a sharing of resources and personnel in the event that one or more of the departments were hit with a rash of infections among their personnel. Eighteen departments are involved in the team. It was announced this week that because of the sheer number of personnel involved, the Emergency Operations Center on 5<sup>th</sup> Street in downtown San Bernardino can no longer adequately accommodate them. As a consequence, and to allow social distancing

between the command team's members, the headquarters for the operations was moved to a larger facility at San Bernardino International Airport.

An example of the coordination the command team is involved in is the detailing of the Yermo/Calico Volunteer Fire Department and the Marine Corps Logistics Base Fire Department to expand their operational footprint to include Daggett, an unincorporated community about 10 miles east of Barstow.

That redeployment was necessitated by one of the volunteer firefighters with the Daggett Fire Department, an all-volunteer organization, having tested positive for the disease on Sunday. Reports were that he had shown symptoms of the disease several days previously. Those he came into contact with, including other volunteers with the fire department, have been sequestered or quarantined, putting the fire department temporarily out of commission.

The Daggett Fire Department is a creature of the Daggett Community Services District, offering fire prevention and suppression service to a roughly 25-square mile area that encompasses the town/environs of Daggett with a population of 227 along Interstate 40 and the Barstow/Daggett Airport. The district board held an emergency meeting Monday, at which it directed that operations of the 10-person volunteer fire department be suspended.

On Tuesday, April 7,

San Bernardino County Public Health Officer Dr. Erin Gustafson ordered county residents to cover their faces in public to slow the spread of the coronavirus. The order carried the weight of law, effective the following day, Wednesday, April 8, such that going about with one's nose and mouth uncovered in public was deemed a crime punishable by up to a \$1,000 fine or imprisonment up to 90 days, or both.

There was widespread compliance with the law, though there were occasional individuals who were seen publicly without covering.

A statement was made late Wednesday that the sheriff's department would not strictly enforce Gustafson's mandate, but that voluntary compliance by the county's population was yet expected.

Similarly, an earlier announced ban on any sort of religious services to be carried out during Passover, which began on April 8 at sunset and ends on April 16, as well as over the Easter Holiday, including Mass held on Holy Thursday, Holy Friday as well as on Holy Saturday and Easter Sunday, has been set aside. That prohibition was followed with dire warnings of draconian enforcement action, which was subsequently leavened.

County health officials on Wednesday April 8 relented from the earlier restriction, saying that drive-in religious services that had previously been planned could proceed, with the

proviso that congregants or Mass/Eucharistic celebrants maintain social distancing to remain far enough apart to prevent the spreading of the virus. The county in a release said the proceedings could go on, since a complete stoppage created "unintended consequences and hardships."

Yesterday, 20 trailers supplied by the State of California arrived at Glen Helen Regional Park. The trailers are being prepared to house that portion of the county's homeless population who have contracted the coronavirus.

Following the county's coronavirus testing debacle that resulted in unknown numbers of county residents complying with the San Bernardino County Public Health Department's instructions to apply for testing that took place at the Orange Show grounds in San Bernardino on March 26 only to be turned away, the county is making an effort to undo that disappointment. Some 380 to 400 county residents who applied to be tested more than two weeks ago were given appointments for screening, while others, including those who met the criteria to qualify for testing, including the presence of fever, a persistent cough and shortness of breath and who fell within the priority standard of those 65 years of age or older were not granted appointments or were turned away.

The county has declined to disclose how many sought appointments for the March 26 testing and

how many were denied those appointments.

There has been considerable criticism of the San Bernardino County Public Health Department's failure to institute a comprehensive testing procedure of the county's residents.

Likewise, local and regional medical service providers have not been able to stay ahead of the curve in surveying the lion's share of their patients to see if they have contracted the disease and are either enduring its symptoms or are carriers evincing no signs of the condition. These shortcomings have been attributed to the dearth of testing supplies nationally, including reagents needed to process serology tests or swabbings taken of mouth or nasal tissues to determine the presence of coronavirus antibodies in suspected victims of the disease.

In the aftermath of the *Sentinel's* publicizing of the March 26 testing offered by the county, it received numerous irate phone calls from readers complaining that they were denied tests. The *Sentinel* is cautiously reporting that the county is again offering free testing to county residents.

"We understand the high demand for COVID-19 testing in our county and we are making every effort to organize drive-through events throughout the county," San Bernardino County Board of Supervisors Chairman Curt Hagman stated in a press release that went out today. "We are working closely with state and federal partners and ex-

ploring all avenues to increase testing capacity, despite a nationwide challenge with shortage of supplies."

According to the county, testing clinics will be held tomorrow, Saturday April 11 from 10 a.m. to 1 p.m. at Crafton Hills College, 11711 Sand Canyon Road in Yucaipa; on Tuesday, April 14 from 10 a.m. to 2 p.m. at Montclair Place, 5060 E. Montclair Plaza Lane in Montclair; a week from today, on Friday, April 17 from 10 a.m. to 2 p.m. at Fox Farm Lot, 41850 Garstin Drive in Big Bear Lake; on Wednesday, April 22 from 10 a.m. to 2 p.m. at Copper Mountain College, 6162 Rotary Way in Joshua Tree; and on Monday, April 27 from 10 a.m. to 2 p.m. at LoanMart Field, formerly known as Quakes Stadium, at 8408 Rochester Avenue in Rancho Cucamonga.

The testing is to be done by appointment only to residents who have had symptoms of COVID-19 including fever, cough and shortness of breath. To obtain an appointment, call 909-387-3911 or consult the internet site sbcovid19.com. *Sentinel* readers should be advised that the *Sentinel* is not in any way involved in this testing opportunity other than providing public notice that it is taking place. Appointments are not guaranteed, even for those who have symptoms of the condition, based upon past experience.

Testing is free and  
*Continued on Page 12*

## To Strengthen His Hold On City, SB Mayor Torpedoed City Manager from front page

the city's finance director, Travis-Miller made a review of the city's financial books, the conclusions of which were so startling that the city council in July 2012 resolved to file for Chapter 9 bankruptcy protection on the basis of a 45-page report from Travis-Miller recommending doing just that. The city did so the following month. Travis-Miller gamely soldiered on as acting city manager, leaving in 2013. Upon doing so, she left on the table a payout she was supposed to receive for accrued vacation time and sick leave owed to her from prior to August 2012, as she was considered one of the city's creditors under the bankruptcy filing. When the city got around to settling with those pre-

bankruptcy creditors, she was cataloged with those deemed eligible to receive one percent of what they were owed – one penny on the dollar.

Upon leaving San Bernardino the first time, she became the executive director of the San Gabriel Valley Council of Governments. In March 2015, she accepted the position of city manager in Covina.

Meanwhile, San Bernardino's voters in 2016 passed a new municipal charter, replacing the charter that had been in place since 1905. The updated charter dispensed with the strong mayor model of governance that had previously existed and which some believed contributed to the managerial dysfunction that had led to the city's financial faltering and bankruptcy. In 2016, Travis-Miller was persuaded to return to San Bernardino, where she was installed as the city's contract as-

sistant city manager under then-City Manager Mark Scott. She was in place in June 2017 when the city made its exit, after nearly five years, from bankruptcy.

Scott's tenure as city manager came to a close later that summer when he opted to take on an interim management assignment in Indio, which put him much closer to his home in Rancho Mirage, where his wife was employed.

The council, at that point led by Mayor Carey Davis, turned to Miller to lead the city, hopeful that she would remain in place longer than either Alan Parker or Scott, the two city managers who had overseen the city after her 2013 departure and served an average of two years and two months in the top city administrator assignment. The council, seeking continuity and stability, conferred upon Travis-Miller a five-year contract, providing her a

\$253,080 annual salary and \$93,000 in total benefits. John Valdivia, then a councilman in the city's Third Ward, wrung from her a commitment to remain as city manager for the full five years and not surrender to the temptation to move on to a more lucrative or prestigious management position elsewhere.

Less than a year-and-a-half later, however, Valdivia had moved up from his council position, vying successfully in 2018 against Davis to defeat him in that November's mayoral election. Valdivia, who had not supported the 2016 charter reforms and came into office hoping to reassert the mayor's authority and make himself the prime mover in San Bernardino politics and governance, clashed at once with Travis-Miller as soon as he had the mayoral gavel in his hand.

On December 19, 2018, the day Valdivia

was sworn in as mayor along with two new council members with whom he was then allied, Second Ward Councilwoman Sandra Ibarra and First Ward Councilman Ted Sanchez, he undertook to attenuate Travis-Miller's power as a ploy to reassert his own. That day, at Ibarra's suggestion, the council undertook to carry out a closed door evaluation of Travis-Miller's performance. Thereafter, in January, February and March of 2019, the council engaged in closed session reviews of Travis-Miller's work and accomplishments, compliance with the council's directives and the general direction of the city under her guidance.

Simultaneously, generally in a fashion that remained below the public radar but which at times loomed into open visibility, Valdivia and Travis-Miller locked horns over what Miller considered to be Valdiv-

ia's efforts to bypass the San Bernardino Municipal Code and the charter by usurping her authority as city manager and giving direction, as mayor, to staff, while assuming administrative responsibility for issues such as city-wide communications, economic development, animal control service options, and police deployment. Miller further effectively blocked a proposal to provide Valdivia's chief of staff, Bill Essayli, with a 20 percent pay increase.

Travis-Miller further antagonized Valdivia as well as members of the city council when she denied them full access to the city code enforcement database, in particular complainant information, when she received reports which she interpreted as indications that certain complainants were being retaliated against and that some enforce-

*Continued on Page 9*

## County Interpreted Lack Of Protest Against Fire Service Tax As A Vote In Favor Of It from front page

were taken on by the county fire department, which effectuated a takeover of each of those cities' fire departments. In this way, city residents in San Bernardino, Upland and Needles were obliged to accept a fire service assessment they had never before paid.

To get around the California Constitutional requirement that any new tax to be imposed on California residents must be approved by a vote of those to pay the tax, the respective cities, the county and the San Bernardino County Local Agency Formation Commission carried out what was referred to as a "protest process" in which each landowner was given mailed notice of a one-month "protest period," during which the county would accept letters protesting the creation of the assessment district. Each such letter was tallied as a vote

against the annexation and assessment imposition. Each landowner who did not deliver a letter of protest was deemed to be in support of the annexation and assessments being levied, and a vote ratifying folding those cities into Fire Protection Zone 5 was cast on their behalf.

In the cities of San Bernardino, Needles and Upland, those entities thereafter committed to turning over a percentage of their property tax as part of the deal, and pocketed the difference between the savings realized from the closure of the fire department and the loss of a percentage of property tax each had committed to the county, as those cities' residents, business operators and property owners were at that point paying the lion's share of the freight with regard to the provision of fire service. Each city was free to use the money it netted as it deemed necessary, which in practical terms in both Upland and San Bernardino meant paying down substantial costs in defraying pensions to retired municipal employees.

Upland, the San Ber-

nardino County Local Formation Commission and the county had rolled the unincorporated 2.619-square mile community of San Antonio Heights that adjoins Upland into the annexation. San Antonio Heights, since it was not a part of any city, was already provided with fire service by the county fire department. San Antonio Heights residents took stock of the consideration that the annexation would change nothing for them service-wise, and resisted what was being imposed on them. A group of San Antonio Heights residents banded together as the San Antonio Heights Homeowners Association and filed suit against the annexation of their community into Fire Protection Zone 5. Ultimately, Judge David Cohn in February 2019 ruled in favor of the San Antonio Heights Homeowners Association in the case it had brought against the City of Upland, the County of San Bernardino and the San Bernardino County Local Agency Formation Commission, excusing the totality of San Antonio Heights from being

annexed into Fire Protection Zone 5 and each of its property owners having to pay the \$150 parcel tax.

Prior to Judge Cohn making his ruling, however, the county presented to the board of supervisors an action item in October 2018 to overlay the entirety of the unincorporated land in San Bernardino County – roughly 94 percent of the county's land mass, which excludes the cities of Chino Hills, Chino, Montclair, Upland, Ontario, Rancho Cucamonga, Fontana, Rialto, Colton, Grand Terrace, San Bernardino, Hesperia, Victorville, Adelanto, Barstow, Loma Linda, Highland, Redlands, Yucaipa, Big Bear, Twentynine Palms and Needles and the incorporated towns of Apple Valley and Yucca Valley – with County Fire Protection Zone 5. A protest process was used to effectuate that action.

3.2 percent of landowners sent in protest ballots, which was insufficient to prevent the expansion of County Fire Protection Zone 5.

Last summer, the Red Brennan Group, which is composed of

several individuals who were associated with the late tax reduction and government reform advocate Kiernan Brennan, together with three residents of the unincorporated county area agreeing to sponsor an initiative – Charles Pruitt, Rick Sayers, and David Jarvi – informed the county and gave legal notice of their intention to circulate a petition to put a ballot measure before the county's voters in its unincorporated area seeking the repeal of the special tax associated with Fire Protection Zone 5.

In the course of the more-than-five-month campaign, the Red Brennan Group gathered over 34,000 signatures on the petitions it had circulated.

Registrar of Voters Bob Page on March 25, 2020 sent a letter to inform Pruitt, Sayers and Jarvi that his office "has found the petition to be sufficient."

On Tuesday, this week's board of supervisors meeting was held outside the presence of the public, with supervisors Curt Hagman and Robert Lovingood present at the board's meet-

ing chambers in San Bernardino and supervisor Josie Gonzales participating telephonically and Rowe and Rutherford by video from their respective homes in deference to restrictions on public gatherings in response to the coronavirus crisis

During the meeting, the board accepted that the petition to trigger an election on the matter had sufficient signatures.

It then took up whether it should simply adopt the gist of the action called for in the measure put forth by the Red Brennan Group or hold an election relating to it in November.

"It is disappointing to me that this had to come by initiative petition rather than the board taking action," said Supervisor Janice Rutherford, who in 2017 supported the imposition of Fire Protection Zone 5 on the City of Upland and the community of San Antonio Heights, and then was nearly voted out of office as a consequence of that in 2018.

"I suggest we put this on the ballot and move forward and let the voters have their say."

*Continued on Page 11*

**Public Notices**

**SUMMONS** —  
(FAMILY LAW)  
NOTICE TO RESPONDENT  
(AVISO AL DEMANDADO): HUGO GONZALEZ  
YOU HAVE BEEN SUED. Read the information below and on the next page. Lo han demandado. Lea la información a continuación y en la página siguiente.  
**PETITIONER'S NAME**  
IS (Nombre del demandante): DIANA PEREZ  
**CASE NUMBER**  
FAMSS 1906275  
You have 30 CALENDAR DAYS after this Summons and Petition are served on you to file a Response (Form FL-120) at the court and have a copy served on the petitioner. A letter or phone call will not protect you. If you do not file your Response on time, the court may make orders affecting your marriage or domestic partnership, your property, and custody of your children. You may be ordered to pay support and attorney fees and costs. For legal advice, contact a lawyer immediately. Get help finding a lawyer at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), at the California Legal Services Website ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), or by contacting your local county bar association.

Tiene 30 DIAS DE CALENDARIO después de haber recibido la entrega legal de esta Citación y Petición para presentar una Respuesta (formulario FL-120) ante la corte y efectuar la entrega legal de una copia al demandante. Una carta o llamada telefónica o una audiencia de la corte no basta para protegerlo. Si no presenta su Respuesta a tiempo, la corte puede dar órdenes que afecten su matrimonio o pareja de hecho, sus bienes y la custodia de sus hijos. La corte también puede ordenar que pague manutención, y honorarios y costos legales. Para asesoramiento legal, pongase en contacto de inmediato con un abogado. Puede obtener información para encontrar un abogado en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en el sitio web de los Servicios Legales de California ([www.lahelpca.org](http://www.lahelpca.org)) o poniéndose en contacto con el colegio de abogados de su condado.

**NOTICE — Restraining orders on page 2:** These restraining orders are effective against both spouses or domestic partners until the petition is dismissed, a judgement is entered, or the court makes further orders. They are enforceable anywhere in California by any law enforcement office who has received or seen a copy of them. **AVISO — Las órdenes de restricción se encuentran en la página 2 :** Las órdenes de restricción están en vigencia en cuanto a ambos conyuges o miembros de la pareja de hecho hasta que se despidió la petición, se emita un fallo o la corte de otras órdenes. Cualquier agencia del orden público que haya recibido o visto una copia de estas órdenes puede hacerlas acatar en cualquier lugar de California. **FEE WAIVER :** If you cannot pay the filing fee, ask the clerk for a fee waiver form. The court may order you to pay back all or part of the fees and costs that the court waived for you or the other party. Exención de cuotas : Si no puedes pagar la cuota de presentación, pida al secretario un formulario de ejecución de cuotas. La corte puede ordenar que esté pague, ya sea en parte o por completo, las cuotas y costos de la corte previamente exentos a petición de usted o de la otra parte. **FL-100 PETITION FOR DISSOLUTION (Divorce) of: Marriage**  
1. **LEGAL RELATIONSHIP:** We are married.  
2. **RESIDENCE REQUIREMENTS:** a. Petitioner has been a resident of this state for at least six months and of this country for at least three months immediately preceding the filing of this petition. (For divorce, at least one person in

**Public Notices**

the legal relationship described in items 1a and 1c must comply with this requirement.)  
**3. STATISTICAL FACTS**  
A (1) Date of marriage: October 25, 1998 (2) Date of separation: April 28, 2014 (3) Time from date of marriage to date of separation: 15 years 6 Months 4. **MINOR CHILDREN:** There are no minor children. The name and address of the court is: (El nombre y dirección de la corte son): **SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO** 351 North Arrowhead Ave. San Bernardino, CA 92415  
Historic Courthouse The name, address and telephone number of petitioner's attorney, or petitioner without an attorney, are: (El nombre, dirección y número de teléfono del abogado del demandante, o del demandante si no tiene abogado, son): **DIANE PEREZ** 1465 VAL MAR DRIVE SAN BERNARDINO, CA 92404  
**DATE (Fecha):** August 06, 2019 Clerk, by (Secretario, por) **J.CARIAS**, Deputy (Asistente)

This case is assigned to Commissioner Torchia Department S50 for all purposes and is subject to Code of Civil Procedure 170.6(2). Published in The San Bernardino County Sentinel on 3/20, 3/27, 4/3 & 4/10, 2019.

**T.S. No. 19-21252-SP-CA**  
Title No. 191214397-CA-VOI  
A.P.N. 1061-801-13-0-000 NOTICE OF TRUSTEE'S SALE. YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 08/18/2005. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER. A public auction sale to the highest bidder for cash, (cashier's check(s) must be made payable to National Default Servicing Corporation), drawn on a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state; will be held by the duly appointed trustee as shown below, of all right, title, and interest conveyed to and now held by the trustee in the hereinafter described property under and pursuant to a Deed of Trust described below. The sale will be made in an "as is" condition, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale. Trustor: Josue Flores and Diana Flores, husband and wife as community property with right of survivorship Duly Appointed Trustee: National Default Servicing Corporation Recorded 08/24/2005 as Instrument No. 2005-0627198 (or Book, Page) of the Official Records of San Bernardino County, CA. Date of Sale: 04/23/2020 at 1:00 PM Place of Sale: At the Main (South) Entrance to the City of Chino Civic Center, 13220 Central Avenue, Chino, CA.

**Public Notices**

91710 Estimated amount of unpaid balance and other charges: \$1,487,076.15 Street Address or other common designation of real property: 4974 Laredo Place Rancho Cucamonga, CA 91737 A.P.N.: 1061-801-13-0-000 The undersigned Trustee disclaims any liability for any incorrectness of the street address or other common designation, if any, shown above. If no street address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale. If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse. The requirements of California Civil Code Section 2923.5(b)/2923.55(c) were fulfilled when the Notice of Default was recorded. NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property. NOTICE TO PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagor, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call or visit this Internet Web site [www.ndscorp.com/sales](http://www.ndscorp.com/sales), using the file number assigned to this case 19-21252-SP-CA. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale. Date: 03/13/2020 National Default Servicing Corporation c/o Tiffany & Bosco, P.A., its agent, 1455 Frazee Road, Suite 820 San Diego, CA 92108 Toll Free Phone: 888-264-4010 Sales Line 855-219-8501; Sales Website: [www.ndscorp.com](http://www.ndscorp.com) By: Tasha Augborne, Trustee Sales Representative 03/27/2020, 04/03/2020, 04/10/2020, 04/17/2020

**FICTITIOUS BUSINESS NAME**  
STATEMENT FILE NO-20200002831  
The following person(s) is(are) doing business as: Calgreen Recycling Center, 57980 Twenty-nine Palm Hwy, Yuca Valley, CA 92284, Mailing Address: 2162 Carefree Way, Corona, CA 92880, Dhudi Inc,

**Public Notices**

2162 Carefree Way, Corona, CA 92880  
Business is Conducted By: A Corporation  
Signed: BY SIGNING BELOW, I DECLARE THAT ALL INFORMATION IN THIS STATEMENT IS TRUE AND CORRECT. A registrant who declares as true information, which he or she knows to be false, is guilty of a crime. (B&P Code 17913) I am also aware that all information on this statement becomes Public Record upon filing. s/Darshan S Sangha  
This statement was filed with the County Clerk of San Bernardino on: 3/3/20  
I hereby certify that this is a correct copy of the original statement on file in my office.  
Began Transacting Business: 3/2/20  
NOTICE- This fictitious business name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not itself authorize the use in this state of a fictitious name in violation of the rights of another under federal, state, or common law (see section 14400 et. Seq. Business & Professions Code).

91710 Estimated amount of un-

**Public Notices**

paid balance and other charges: \$458,090.06 Street Address or other common designation of real property: 9960 Victoria St Rancho Cucamonga, CA 91701 A.P.N.: 1076-081-19-0-000 The undersigned Trustee disclaims any liability for any incorrectness of the street address or other common designation, if any, shown above. If no street address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale. If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse. The requirements of California Civil Code Section 2923.5(b)/2923.55(c) were fulfilled when the Notice of Default was recorded. NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property. NOTICE TO PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagor, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call or visit this Internet Web site [www.ndscorp.com/sales](http://www.ndscorp.com/sales), using the file number assigned to this case 18-20238-SP-CA. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale. Date: 03/19/2020 National Default Servicing Corporation c/o Tiffany & Bosco, P.A., its agent, 1455 Frazee Road, Suite 820 San Diego, CA 92108 Toll Free Phone: 888-264-4010 Sales Line 855-219-8501; Sales Website: [www.ndscorp.com](http://www.ndscorp.com) By: Rachael Hamilton, Trustee Sales Representative 04/03/2020, 04/10/2020, 04/17/2020

91710 Estimated amount of un-

**Public Notices**

I DECLARE THAT ALL INFORMATION IN THIS STATEMENT IS TRUE AND CORRECT. A registrant who declares as true information, which he or she knows to be false, is guilty of a crime. (B&P Code 17913) I am also aware that all information on this statement becomes Public Record upon filing. s/Victor Rojas  
This statement was filed with the County Clerk of San Bernardino on: 3/6/20  
I hereby certify that this is a correct copy of the original statement on file in my office.  
Began Transacting Business: 1/31/20  
NOTICE- This fictitious business name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not itself authorize the use in this state of a fictitious name in violation of the rights of another under federal, state, or common law (see section 14400 et. Seq. Business & Professions Code). 4/3/20, 4/10/20, 4/17/20, 4/24/20

**Public Notices**

I DECLARE THAT ALL INFORMATION IN THIS STATEMENT IS TRUE AND CORRECT. A registrant who declares as true information, which he or she knows to be false, is guilty of a crime. (B&P Code 17913) I am also aware that all information on this statement becomes Public Record upon filing. s/ Victor Rojas  
This statement was filed with the County Clerk of San Bernardino on: 3/6/20  
I hereby certify that this is a correct copy of the original statement on file in my office.  
Began Transacting Business: 1/31/20  
NOTICE- This fictitious business name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not itself authorize the use in this state of a fictitious name in violation of the rights of another under federal, state, or common law (see section 14400 et. Seq. Business & Professions Code). 4/3/20, 4/10/20, 4/17/20, 4/24/20

FICTITIOUS BUSINESS NAME STATEMENT FILE NO20200001756 The following person(s) is(are) doing business as: Top Team Photography, 1221 N Vineyard Apt 40, Ontario, CA 91764, Albert J. Martinez, 1221 N Vineyard 40, Ontario, CA 91764, Geovanni Y. Gomez, 7450 Crescent Ave 217, Buena Park, CA 90620 Business is Conducted By: A General Partnership Signed: BY SIGNING BELOW, I DECLARE THAT ALL INFORMATION IN THIS STATEMENT IS TRUE AND CORRECT. A registrant who declares as true information, which he or she knows to be false, is guilty of a crime. (B&P Code 17913) I am also aware that all information on this statement becomes Public Record upon filing. s/ Albert Martinez This statement was filed with the County Clerk of San Bernardino on: 2/7/20 I hereby certify that this is a correct copy of the original statement on file in my office. Began Transacting Business: 2/7/20 County Clerk, s/ D5511 NOTICE- This fictitious business name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not itself authorize the use in this state of a fictitious name in violation of the rights of another under federal, state, or common law (see section 14400 et. Seq. Business & Professions Code). 2/21/20, 2/28/20, 3/6/20, 3/13/20 Corrected on: 4/3/20, 4/10/20, 4/17/20, 4/24/20

FBN 20200001606 The following entity is doing business as: GAMESTOP 7818 411 MONTARA ROAD, SUITE 106 BARSTOW, CA 92311 GAMESTOP, INC. 625 WESTPORT PARKWAY GRAPEVINE, TX 76051 Mailing Address: 625 WESTPORT PARKWAY GRAPEVINE TX 76051 A Minnesota Corporation C1969245 This Business is Conducted By: A CORPORATION Signed: BY SIGNING BELOW, I DECLARE THAT ALL INFORMATION IN THIS STATEMENT IS TRUE AND CORRECT. A registrant who declares as true information, which he or she knows to be false, is guilty of a crime. (B&P Code 17913) I am also aware that all information on this statement becomes Public Record upon filing. S/ James A. Bell This statement was filed with the County Clerk of San Bernardino on: 2/05/2020 I hereby certify that this is a correct copy of the original statement on file in my office. Began Transacting Business: 2/7/20 County Clerk, s/ D5511 NOTICE- This fictitious business name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not itself authorize the use in this state of a fictitious name in violation of the rights of another under federal, state, or common law (see section 14400 et. Seq. Business & Professions Code). 2/21/20, 2/28/20, 3/6/20, 3/13/20 Corrected on: 4/3/20, 4/10/20, 4/17/20, 4/24/20

FBN 20190014933 The following person is doing business as: JS HOBBIES 999 N. WATERMAN SAN BERNARDINO, CA 92410 999 N. WATERMAN SAN BERNARDINO, CA 92410 This Business is Conducted By: AN INDIVIDUAL Signed: BY SIGNING BELOW, I DECLARE THAT ALL INFORMATION IN THIS STATEMENT IS TRUE AND CORRECT. A registrant who declares as true information, which he or she knows to be false, is guilty of a crime. (B&P Code 17913) I am also aware that all information on this statement becomes Public Record upon filing. S/JAMAL THOMAS This statement was filed with the County Clerk of San Bernardino on: 12/27/2019  
I hereby certify that this is a correct copy of the original statement on file in my office.

**Public Notices**

Began Transacting Business: 12/02/2004  
County Clerk, Deputy  
NOTICE- This fictitious business name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not of itself authorize the use in this state of a fictitious name in violation of the rights of another under federal, state, or common law (see section 14400 et seq. Business & Professions Code).

Published in the San Bernardino County Sentinel on 1/24, 1/31, 2/7 & 2/14, 2020. Corrected on 4/3/20, 4/10/20, 4/17/20, 4/24/20

APN: 1090-512-19-0-000  
T.S. No.: 2019-2390 Order No.: 141974ICAD NOTICE OF TRUSTEE'S SALE YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 3/26/2019. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER. Will sell at a public auction sale to the highest bidder, payable at the time of sale in lawful money of the United States, by a cashier's check drawn on a state of national bank, check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state will be held by the duly appointed trustee as shown below, of all right, title, and interest conveyed to and now held by the trustee in the hereinafter described property under and pursuant to a Deed of Trust described below. The sale will be made, but without covenant or warranty, express or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges, and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale. Trustor: Enrique Alvaro, Jr. A Single Man. Duly Appointed Trustee: S.B.S. TRUST DEED NETWORK, A CALIFORNIA CORPORATION Deed of Trust recorded 3/29/2019, as Instrument No. 2019-0097035 in book XX, page, XX of Official Records in the office of the Recorder of San Bernardino County, California. Date of Sale: 5/4/2020 at 1:00 PM Place of Sale: NEAR THE FRONT STEPS LEADING UP TO THE CITY OF CHINO CIVIC CENTER, 13220 CENTRAL AVENUE, CHINO, CA 91710 Amount of unpaid balance and other reasonable estimated charges: \$70,512.34 Street Address or other common designation of real property: 12883 Silver Rose Court Rancho Cucamonga, CA 91739 A.P.N.: 1090-512-19-0-000. The undersigned Trustee disclaims any liability for any incorrectness of the street address or other common designation, if any, shown above. If no street address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale. NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding

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on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property. NOTICE TO PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call FOR SALES INFORMATION, PLEASE CALL (855)986-9342, or visit this Internet Web site www.superiordefault.com using the file number assigned to this case 2019-2390. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale. Date: 3/24/2020. S.B.S. TRUST DEED NETWORK, A CALIFORNIA CORPORATION. 31194 La Baya Drive, Suite 106, Westlake Village, California, 91362 (818)991-4600. By: Colleen Irby, Trustee Sale Officer. WE ARE ATTEMPTING TO COLLECT A DEBT, AND ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE. (04/10/20, 04/17/20, 04/20/20 TS# 2019-2390 SDI-18032)

SUMMONS - (CITACION JUDICIAL)

CASE NUMBER (NUMERO DEL CASO) CIVDS1932490

NOTICE TO DEFENDANT (AVISO DEMANDADO): CHARLES PRESLEY; SHARLEENA PRESLEY; AND DOES 1 TO 10, INCLUSIVE,

YOU ARE BEING SUED BY PLAINTIFF (LO ESTA DEMANDANDO EL DEFENDANTE):

VETERAN SECURITY

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 DIAS DE CALENDARIO despues de que le entreguen esta citacion y papeles legales para presentar una repuesta por escrito en esta corte y hacer que se entreque una copia al demandante. Una carta o una llamada telefonica no le protegen.

Tiene 30 DIAS DE CALENDARIO despues de que le entreguen esta citacion y papeles legales para presentar una repuesta por escrito en esta corte y hacer que se entreque una copia al demandante. Una carta o una llamada telefonica no le protegen.

The name and address of the court is: (El nombre y la direccion de la corte es): Superior Court of California County of San Bernardino San Bernardino, Central 247 West Third Street, San Bernardino, CA 92415-0210

The name, address and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la direccion y el numero de telefono del abogado del demandante, o del demandante que no tiene abogado, es):

**Public Notices**

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](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://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 dias, la corte puede decidir en su contra sin escuchar su version. Lea la informacion a continuacion

Tiene 30 DIAS DE CALENDARIO despues de que le entreguen esta citacion y papeles legales para presentar una repuesta por escrito en esta corte y hacer que se entreque una copia al demandante. Una carta o una llamada telefonica no le 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 puede usar para su respuesta. Puede encontrar estos formularios de la corte y mas informacion en el Centro de Ayuda de las Cortes de California ([www.suerte.ca.gov](http://www.suerte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede mas cerca. Si no puede pagar la cuota de presentacion, pida si secretario de la corte que le de un formulario de exencion 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 mas 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 referencia a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratis 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](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.suerte.ca.gov](http://www.suerte.ca.gov)), o poniendose 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 gravamen sobre cualquier recuperacion da \$10,000 o mas de valor recibido mediante un acuerdo o una concesion de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desear el caso.

The name and address of the court is: (El nombre y la direccion de la corte es): Superior Court of California County of San Bernardino San Bernardino, Central 247 West Third Street, San Bernardino, CA 92415-0210

The name, address and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la direccion y el numero de telefono del abogado del demandante, o del demandante que no tiene abogado, es):

Notice of Hearing:

Date: 05/29/2020

Time: 8:30 a.m.

Department: S16

The address of the court is

Superior Court of California,

County of San Bernardino,

San Bernardino District - Civil Di-

**Public Notices**

fono del abogado del demandante, o del demandante que no tiene abogado, es):

Law Offices of Gary A. Bemis APC

Gary A. Bemis 92508

3870 La Sierra Ave., Suite 239

Riverside, CA 92505

Telephone: (951) 588-2080

DATE (Fecha): October 30, 2019

Clerk (Secretario), by Amber M. Gear, Deputy (Adjunto)

Published in the San Bernardino County Sentinel on 4/10/20, 4/17/20, 4/24/20, 5/1/20

**SUMMONS - (CITACION JUDICIAL)**

**CASE NUMBER (NUMERO DEL CASO) CIVDS192435**

**NOTICE TO DEFENDANT (AVISO DEMANDADO): DESTINY ARNOLD**

**YOU ARE BEING SUED BY PLAINTIFF: (LO ESTA DEMANDANDO EL CONTRADEMANDANTE):**

**NAVY FEDERAL CREDIT UNION**

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 DIAS DE CALENDARIO despues de que le entreguen esta citacion y papeles legales para presentar una repuesta por escrito en esta corte y hacer que se entreque una copia al demandante. Una carta o una llamada telefonica no le 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 puede usar para su respuesta. Puede encontrar estos formularios de la corte y mas informacion en el Centro de Ayuda de las Cortes de California ([www.suerte.ca.gov](http://www.suerte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede mas cerca. Si no puede pagar la cuota de presentacion, pida si secretario de la corte que le de un formulario de exencion 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 mas 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 referencia a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratis 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](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.suerte.ca.gov](http://www.suerte.ca.gov)), o poniendose 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 gravamen sobre cualquier recuperacion da \$10,000 o mas de valor recibido mediante un acuerdo o una concesion de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desear el caso.

The name and address of the court is: (El nombre y la direccion de la corte es): Superior Court of California County of San Bernardino San Bernardino, Central 247 West Third Street, San Bernardino, CA 92415-0210

The name, address and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la direccion y el numero de telefono del abogado del demandante, o del demandante que no tiene abogado, es):

Notice of Hearing:

Date: 05/29/2020

Time: 8:30 a.m.

Department: S16

The address of the court is

Superior Court of California,

County of San Bernardino,

San Bernardino District - Civil Di-

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: 05/29/2020

Time: 8:30 a.m.

Department: S16

The address of the court is

Superior Court of California,

County of San Bernardino,

San Bernardino District - Civil Di-

**Public Notices**

([www.suerte.ca.gov](http://www.suerte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede mas cerca. Si no puede pagar la cuota de presentacion, pida si secretario de la corte que le de un formulario de exencion 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 mas advertencia.

Law Offices of Gary A. Bemis APC

Gary A. Bemis 92508

3870 La Sierra Ave., Suite 239

Riverside, CA 92505

Telephone: (951) 588-2080

DATE (Fecha): October 30, 2019

Clerk (Secretario), by Amber M. Gear, Deputy (Adjunto)

Published in the San Bernardino County Sentinel on 4/10/20, 4/17/20, 4/24/20, 5/1/20

**SUMMONS - (CITACION JUDICIAL)**

**CASE NUMBER (NUMERO DEL CASO) CIVDS192435**

**NOTICE TO DEFENDANT (AVISO DEMANDADO): DESTINY ARNOLD**

**YOU ARE BEING SUED BY PLAINTIFF: (LO ESTA DEMANDANDO EL CONTRADEMANDANTE):**

**NAVY FEDERAL CREDIT UNION**

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.

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Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un

**Public Notices**

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/ JESUS A. MARTINEZ, OWNER Statement filed with the County Clerk of San Bernardino on: 03/04/2020 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 03/20/2020, 03/27/2020, 04/03/2020, 04/10/2020 CNBB12202007MT

FBN 20200002914 The following person is doing business as: PERFORMANCE FITNESS STUDIO 21 E. CITRUS AVE REDLANDS, CA 92373; MAILING ADDRESS 21 E. CITRUS AVE REDLANDS, CA 92373; BIANCHI CORPORATION 21 E. CITRUS AVE REDLANDS, CA 92373 The business is conducted by: A CORPORATION The registrant commenced to transact business under the fictitious business name or names listed above on: N/A By signing, I declare that all information in this statement is true and correct. A registrant who declares as true information which he or she knows to be false is guilty of a crime (B&P Code 179130). I am also aware that all information on this statement becomes Public Record upon filing. s/ JODI R. CABRERA, PRESIDENT Statement filed with the County Clerk of San Bernardino on: 03/05/2020 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 03/20/2020, 03/27/2020, 04/03/2020, 04/10/2020 CNBB12202007MT

FBN 20200002991 The following person is doing business as: MJA MOBILE TRUCK REPAIR 17874 MARYGOLD AVE. APT #5 BLOOMINGTON, CA 92316; MJA MOBILE TRUCK REPAIR 17874 MARYGOLD AVE. APT #5 BLOOMINGTON, CA 92316 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 03/20/2020, 03/27/2020, 04/03/2020, 04/10/2020 CNBB12202011R

FBN 20200002991 The following person is doing business as: JMV TRUCKING 1037 S TEAKWOOD AVE BLOOMINGTON, CA 92316; JUAN M VASQUEZ 1037 S TEAKWOOD AVE BLOOMINGTON, CA 92316 The 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/ LUCILAE.ACOSTA, PRESIDENT Statement filed with the County Clerk of San Bernardino on: 03/17/2020 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 03/20/2020, 03/27/2020, 04/03/2020, 04/10/2020 CNBB12202008CH

FBN 20200002962 The following person is doing business as: THE VAULT CLOTHING STORE 238 E HIGHLAND AVE SAN BERNARDINO, CA 92404; MAILING ADDRESS 2945 DOUGLAS WAY CORONA, CA 92882; CHEREE MONTGOMERY 2945 DOUGLAS WAY CORONA, CA 92882 The business is conducted by: AN INDIVIDUAL The registrant commenced to transact business under the fictitious business name or names listed above on: 03/03/2020 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/ CHEREE MONTGOMERY, OWNER Statement filed with the County Clerk of San Bernardino on: 03/04/2020 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 03/20/2020, 03/27/2020, 04/03/2020, 04/10/2020 CNBB12202012IR

**Public Notices**

(B&P Code 179130. I am also aware that all information on this statement becomes Public Record upon filing. s/ DAVID A. DIAZ JR., OWNER Statement filed with the County Clerk of San Bernardino on: 03/11/2020 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 03/20/2020, s/ KEVIN D. HOUS-

**Public Notices**

03/27/2020, 04/03/2020, 04/10/2020 CNBB12202032IR

FBN 20200003305 The following person is doing business as: 20/20 VISION SPORTS CORP, 3615 MAIN ST. #103 RIVERSIDE, CA 92501; 20/20 VISION SPORTS CORP, 3615 MAIN ST. #103 RIVERSIDE, CA 92501 The business is conducted by: A CORPORATION The registrant commenced to transact business under the fictitious business name or names listed above on: N/A By signing, I declare that all information in this statement is true and correct. A registrant who declares as true information which he or she knows to be false is guilty of a crime (B&P Code 179130. I am also aware that all information on this statement becomes Public Record upon filing. s/ KEVIN D. HOUS-

**Public Notices**

TON II, PRESIDENT Statement filed with the County Clerk of San Bernardino on: 03/11/2020 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 03/20/2020, 03/27/2020, 04/03/2020, 04/10/2020 CNBB12202033CH

**Public Notices**

FBN 20200003279 The following person is doing business as: D WAGNER INSURANCE AGENCY 7426 CHERRY AVE ATE 210-524 FONTANA, CA 92336; DIANE HOLDER 7426 CHERRY AVE STE 210-524 FONTANA, CA 92336 The business is conducted by: AN INDIVIDUAL The registrant commenced to transact business under the fictitious business name or names listed above on: 03/11/2020 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/ DIANE HOLDER, OWNER Statement filed with the County Clerk of San Bernardino on: 03/11/2020

**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 03/20/2020, 03/27/2020, 04/03/2020, 04/10/2020 CNBB12202034CH

FBN 20200003526 The following person is doing business as: OLIVE CARE THERA-

**Public Notices**

PEUTIC SERVICES 8325 HAVEN AVENUE SUITE 209 RANCHO CUCAMONGA, CA 91730; MAILING ADDRESS P.O. BOX 775 REDLANDS, CA 92373; ALICIA MILLARD 8325 HAVEN AVENUE SUITE 209 RANCHO CUCAMONGA, CA 91730 The 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/ ALICIA MILLARD, OWNER Statement filed with the County Clerk

of San Bernardino on: 03/17/2020 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 03/20/2020, 03/27/2020, 04/03/2020, 04/10/2020 CNBB12202035SN

## Hesperia City Attorney Equivocates On Whether Brosowske Was Living In The City Or Not *from front page*

ria does hereby initiate a legislative proceeding before the city council to investigate and determine how and when the residency requirements for holding office on the city council may have been violated in contravention of Hesperia Municipal Code section 1.09.020 and Government Code sections 34882 and 1770 and to take such action as may be warranted by law, including possible reference of such violations to the California Secretary of State and provision of any materials discovered in such investigation to the office of the San Bernardino County District Attorney."

In putting the item on the agenda, City Clerk Melinda Sayre placed the matter on the consent calendar, which is reserved for non-controversial issues, all of which are voted upon collectively with a single vote. Councilwoman Rebekah Swanson, however, requested that the item be pulled off the consent calendar and considered through a more deliberative process that included council discussion before it was voted upon singly.

This turned into something of an ordeal for City Attorney Eric Dunn, who found himself obliged to revisit what had occurred in September, when the council, with him acting as its legal advisor, had somewhat ill-advisedly voted to take action, the basis for which had not been factually or legally established beforehand.

Dunn said the situ-

ation had evolved, and he reminded the council that it had, in response to his having kept its members abreast of his preparation of the city's response to Brosowske's and Morgan's quo warranta filing, directed him to issue a subpoena for records "that might go toward the residency issue. Because we don't have the power to issue search warrants, one option under the government code is to issue a legislative subpoena, which must be done by the city council. So that was the direction of the council in prior meetings."

In fielding the council's questions, in particular Swanson's, Dunn had to twice acknowledge that the city could not, seven months after removing Brosowske, prove it had legal grounds for doing so.

"So those records that would be subpoenaed – you're not sure what those would be or do you have an idea?" Swanson asked.

A clearly uncomfortable Dunn responded, "I have an idea. I would rather not discuss it in open session, but it would be records that would go towards whether former Council-member Brosowske was a resident at the time he ran for office."

In attempting to explain how use of the obscure and not-often-actuated legislative subpoena power could be justified, Dunn said, "The basic parameter in the Government Code is that it has to be a proceeding that's before the legislative body. So in this case we have the potential violation of the municipal code, and I'd really rather not get into a lot of detail here in the open session but we have cases on file with the at-

torney general's office that could come back to the city if the attorney general grants Mr. Brosowske the permission to sue, so that seems to be an action and proceeding in front of the body right now."

Dunn said the California Attorney General's Office had not yet made a determination as to the validity of the Brosowske/Morgan quo warranta filing "Not as of today, and they have no deadline to do so, so we're just waiting," Dunn said.

Swanson asked, "Is it common for cities to issue subpoenas to citizens?"

"Not in my experience," Dunn said. "This is the only one that I've ever done. It's not common, but it is done, and it is in the Government Code that the legislative body has the power to do that."

Dunn acknowledged that the investigation had not been carried out prior to the council's action and that the city is not currently armed with sufficient information to defend itself against the lawsuit Brosowske is purposed to file to reestablish himself as a councilman.

"If the Attorney General gives permission to sue, then this information we would seek would go towards supporting the majority of the city council's position on it," Dunn said.

When Mayor Larry Bird sought to wring from Dunn a statement to the effect that the city had been reasonable in the action that it had taken to this juncture, Dunn, using as much politesse as he could, opted out of going on the record as personally or professionally supporting the council's September decision. He pointedly

"Would you say that while it's rare, that it would be an appropriate use of a subpoena to find out if someone defrauded the citizens of Hesperia?" Bird asked. "Would you say that would be a reasonable use of the legislative subpoena?"

"I'm not sure I would use those exact words, Mayor," Dunn responded. "I'd say the Government Code grants the legislative body [the authority] to issue legislative subpoenas to gather information in a proceeding that is before the body."

At that point, Bird indicated that he believed the imperative, both moral and political, of removing Brosowske from office that he, Holland and Gregg had acted upon in September trumped any minor legal considerations.

"If we would put it in those terms, and perhaps you're not comfortable with that, I'd be more than comfortable to say it in that way," Bird responded.

Somewhat awkwardly, Dunn sought to steer around the council majority essentially asking him to justify the action they had taken with regard to Brosowske.

"If the city council majority thinks this is a valid use of the legislative subpoena power to look into these issues, then it is," Dunn said, indicating the council had the authority to make such a decision.

In responding to the council's inquiries, Dunn acknowledged that it had not gotten documents and records relating to exactly where Brosowske lived during the time in question, maneuvering clear of the materials in the 211-page compendium proffered by Morgan in September. He pointedly

avoided any assertions that Brosowske was not actually living in Hesperia, consistently using the term "alleged" and "potential" when referring to a "violation of the municipal code" on Brosowske's part.

At one point, Councilman Cameron Gregg, in endeavoring to serve up a justification for the council assuming the power to issue legislative subpoenas, said doing so would be necessary in responding to the quo warranta filing, while inadvertently describing how the council had gotten ahead of itself in September by taking action without having the documentation in hand to justify what it had done.

Gregg asked Dunn if it would be "better to be prepared than waiting until the last minute to

catch up?"

Dunn indicated that the legislative subpoena power might prove useful in refuting what Brosowske and Morgan have put into their quo warranta filing, as the city at present does not have the material it needs to make its own case.

"The records my fellow partner litigators are thinking of were not provided," Dunn said. "The nuance is the subpoena might be issued to other companies or entities, so they weren't involved yet."

In his questioning of Dunn, Councilman Bill Holland acknowledged that an investigation had not yet been done.

Ultimately, the council voted 4-to-1, with Swanson dissenting, to take on the legislative subpoena authority.

## SB Settles With Fired City Manager *from page 5*

ment efforts were being thwarted. When Valdivia proposed opening five police substations as part of a community policing initiative, promoting five department personnel into sergeant positions and two existing sergeants to lieutenant rank in the process, Travis-Miller proved somewhat resistant to the concept, advising the city council of the costs and impacts on staffing, deployment and response times.

Travis-Miller further took issue with Valdivia's travel plans, including two sojourns to Washington, D.C., three trips to Sacramento, and international travel which included junkets to South Korea, China, and Taiwan, which she maintained exceeded the amount budgeted for such purposes.

When Valdivia sought

to interpose himself in the licensing of cannabis-related businesses, Travis-Miller, conscious that the owners of several such operations were heavily invested in Valdivia's campaign fund, sealed him out of the permitting process.

Throughout that time, there was insufficient support on the council to cashier Travis-Miller. Only Ibarra and Sanchez were willing to entertain her firing, convinced in some measure by Valdivia's assertions, and those of his chief of staff, Bill Essayli, that Travis-Miller was withholding information from the council and usurping the council's authority in making decisions that were its purview. Under normal circumstances, the mayor in San Bernardino does not vote, though the holder of the office does have the authority

*Continued on Page 10*

## Coronavirus Crisis Presents Flores With An Opportunity To Get Rid Of Tisdale

*from page 3*

Because Tisdale is still considered to be a thorn in Flores' side, as well as someone with a close view of municipal operations that might reflect poorly on Reyes, Evans, Hernandez and

Jeanette as well, Flores' move to include her among the layoffs that occurred this week and which were justified as an outgrowth of the coronavirus pandemic is regarded with some degree of suspicion.

One city employee said "Saying this is because of COVID-19 is a lame excuse. Amber is currently suing the city for harassment. Why layoff three employees only? Why not layoff off

everyone due to COVID? Why lay off employees who have attorneys, the employees who have already spoken to the FBI, the honest employees?"

The city has been hit with at least 14 lawsuits by city employees terminated or subjected to treatment they maintain was unjustified which they characterize as an outgrowth of their unwillingness to suspend appropriate protocols or legal and procedural

requirements in order to meet the demands by Flores or various members of the city council that businesses be granted operating permits irrespective of whether they are compliant with city codes and regulations. In defending those lawsuits, the city has already paid its attorneys more than \$1 million, and continues to pay money for that purpose out of its general fund.

The city to date has

settled cases or claims brought by Adam Watkins for \$145,000, Ben Pina for \$125,000, Jose Figueroa for \$75,000, Ibrahim Abduld for \$55,000 and Derek Stevens for \$30,000. Nan Moore, Belen Cordero, Mike Borja, Mark De Manincor, Cindy Herrera, Gabriel Elliott, Steve Peltier, Greg Watkins, Amber Tisdale, Apolonio Gutierrez and Edward Del Torre still have cases pending against

the city.

The city last year also paid a \$3.8 million settlement to the ownership of the no-longer-extant High Desert Mavericks over the city's decision to evict that minor league baseball team from the city-owned stadium in January 2016, after the team had been a fixture at that location for a quarter of a century.

-Mark Gutglueck

## Valdivia Assembled 5 Council Votes To Sack Travis-Miller

*from page 9*

to vote to break ties and to veto any council decision that passed by a 4-to-3 or 3-to-2 margin.

At that point, two of the members of the city council considered to be aligned with Valdivia, Henry Nickel and Besine Richard, were not prepared to pull the trigger on Travis-Miller. Richard, in particular, was mindful that upon Travis-Miller's elevation to city manager barely a year-and-a-half previously, the council's emphasis had been on continuity and stability. She believed Travis-Miller should be given an opportunity to work in just such an atmosphere of stability so the city could move beyond convulsing with the financial punches it was continuously sustaining, and instead proactively take control of its destiny. gingerly, she sought to broker some modus vivendi between Valdivia and Travis-Miller. Simultaneously, Valdivia had seized upon the manifestation of what was approaching a \$7 million shortfall in the city's revenue over what had been projected for 2018-19, brought on in no little measure by a steep downturn in the city's gasoline tax receipts. The departure of Finance Director Brent Mason early in 2019 further compromised Travis-Miller's standing with some members of the city council who interpreted Mason's departure as a sign that the city under Travis-Miller's guidance was faltering financially.

Simultaneously, Valdivia was gunning to

undo the limitations that had been imposed on the mayor's office with the passage of the revamped charter in 2016. Part of that strategy was to increase the staff assigned, and directly answerable, to the mayor beyond just his chief of staff to a team of nine. Travis-Miller resisted this, which deepened her enmity with Valdivia.

Essayli and Valdivia proposed and presented an ordinance creating an amendment to the city charter that changed the city code regarding the duties and authority of the city manager, an alteration which was angled toward increasing the administrative reach of the mayor. It was presented to the city council at its March 20, 2019 meeting. The ordinance passed on its first reading that night with the support of council members Richard, Henry Nickel, Ted Sanchez and Sandra Ibarra.

On April 3, 2019, nearly five months after the November election, yet another in what had become a routine ritual of performance reviews was scheduled for Travis-Miller. Some time prior to that meeting, Travis-Miller had lodged with Valdivia and the city council a complaint about what she said had grown into a hostile work environment created by the mayor's office, and in the week proceeding that meeting Miller openly complained to different city council members about threatening emails she received from Valdivia and Essayli. The latter development had a profound impact on Councilwoman Richard, who had until that point been working to mollify

ing the Valdivia camp's hostility toward the city manager. Presented with a circumstance in which it had become clear to her that there was to be no resolution of the power struggle between the city manager and the mayor with whom she was politically allied, Richard came around and showed herself willing to support Valdivia in getting rid of Travis-Miller. During the April 3 closed executive session of the council, she joined with Ibarra and Sanchez in voting to place the city manager on paid administrative leave, resulting in a 3-to-3 deadlock, with council members Fred Shorett, Jim Mulivhill and Henry Nickel on the other side of the question. That provided Valdivia with the opening he needed, and using his tie-breaking authority, he tipped the scales to suspend Travis-Miller.

A special election to fill the gap that existed on the city council when Valdivia had resigned from his Third Ward council position with yet two years left on his council term to become mayor was scheduled for May 7, 2019. Vying in that head-to-head contest after Anthony Aguirre dropped out were Juan Figueroa, whom Valdivia was backing, and Treasure Ortiz, a one-time city employee who was supportive of both the 2016 charter reform and Travis-Miller. There was wide ranging speculation that Valdivia would move to finalize Travis-Miller's termination upon a Figueroa victory, and that he would do so by citing cause to avoid having to provide Travis-Miller with the severance package due

her under her contract if no cause was provided for dispensing with her services.

Figueroa prevailed in the Third Ward council race, and on May 29, at the first meeting in which Figueroa participated as a voting member, the mayor and council in closed session voted 6-to-2, with Valdivia, Sanchez, Ibarra, Figueroa, Nickel, and Richard prevailing and councilmen Shorett and Mulivhill dissenting, to dismiss Travis-Miller without cause.

Under the terms of her contract, Travis-Miller was to be provided with a 30-day notice of her termination and, upon termination, a severance payout equal to one year's salary, an amount of \$253,080 shown in her original contract along with "benefits then in effect as provided for herein including, but not limited to, vacation, health and life insurance, and CalPERS [California Public Employees Retirement System] retirement service credit accrual for twelve months or through the original term of the contract, whichever is shorter."

Thus, from the time of her termination, Travis-Miller was due \$253,080 plus \$106,612.51 in benefits, of which \$53,976.62 was a contribution toward her retirement fund. Thus, she was due to receive, under her contract, \$305,715.89 to be paid out to her in 12 monthly installments of \$25,476.32 over the year-long period following her departure. In addition, the city was to make the \$53,976.62 annual contribution to the California Public Employees Retirement System for the last year

she worked and another \$53,976.62 contribution to the California Public Retirement System for the follow-on year roughly matching 2019-20.

In June, however, the city failed to provide Travis-Miller with the first \$25,476.32 installment of her severance pay, fueling speculation it might amend its May 29 action firing her to allege cause. Again in July, the city was delinquent in making the payment. At that point Miller, who is herself an attorney, filed a claim against the city, a prerequisite to the filing of a lawsuit. In August, the city likewise did not come forth with the severance installment due Travis-Miller. The city, however, did nothing to adjust its termination of her as having been carried out for no cited cause. In September, Travis-Miller, represented by attorneys Bradley Gage, Milad Sadr and Terry Goldberg, filed suit against the city.

In that breach-of-contract suit, filed in San Bernardino County Superior Court, Travis-Miller and her attorneys maintained she was retaliated against, subjected to a "hostile" work environment, discriminated against and suffered gender bias. The suit said tension between her and Valdivia and his staff members was at the root of much of the shabby treatment she endured. Reiterating many of the issues she previously highlighted in her July claim against the city, the suit fleshed out further detail with regard to how the city and its leaders failed to take any corrective action or discipline those who were responsible for what she

experienced. According to the lawsuit, several of the city's elected officials knowingly and deliberately violated the city's revamped charter, particularly with regard to provisions that empowered her as city manager vis-à-vis the mayor.

Travis-Miller was the victim, according to the complaint in large measure authored by Milad Sadr, of "a concerted effort" orchestrated by Valdivia and his minions to marginalize her. Valdivia evinced a shocking degree of chauvinism, according to the suit, including having "questioned why the city had a female city manager or the wisdom of having women in government," which ultimately had the effect of leaving Travis-Miller isolated from other members of city, excluded from meetings, and shunted aside in such a way that she was "cut off [from] the flow of information or communications intrinsic to her essential job duties."

She was, according to the suit, unjustifiably subjected to "negative performance reviews, reduction in authority, administrative leave and termination. Miller was subjected to unwanted harassing conduct because she is a woman. The harassing conduct from [the] defendants and each of them, was so severe, widespread, or persistent that a reasonable person in the plaintiffs circumstances would have considered the work environment to be hostile or abusive."

Prior to Travis-Miller's departure from the city, Valdivia succeeded in adding two staffers to his office. After

*Continued on Page 12*

## Concern Upland Council Will Again Use Closed Proceedings To Ignore Citizen Protests

*from page 4*

with Frontier Homes to allow its principal, James Previti, Jr, to handle the development of the property.

The Upland Planning Commission has thrice held hearings on the Villa Serena project, continuing its initial hearing on December 11, 2019, at which the majority of those residents addressing the proposal opposed it, to its next meeting on January 22, 2020, at which point the commission voted 3-to-2, based upon a motion worded by Commissioner Gary Schwary, to recommend to the city council that it deny approval of the project. Schwary and commissioners Linden

Brouse and Alexander Novikov went on record as being against the project and commissioners Robin Aspinall and Yvette Walker voted in favor of it. The commission then took up the project as an issue once more, at its February 25, 2020 meeting. On this occasion, all six of the commission's members were present, including the previously absent Carolyn Anderson, at which point the vote to recommend to the city council that it deny the applicant permission to proceed registered at 4-to-2. Of note was that Commissioner Aspinall, who had previously voted in favor of the development plan, reversed herself, this time joining with her colleagues Anderson, Brouse and Novikov in opposing the project. However, Schwary, who the previous month had made the

motion to advise the city council against allowing the project to proceed, reversed himself, joining with Walker in endorsing Frontier Homes/FH 11, LLC's proposal for the development of the property.

Reports are that city staff is militating heavily in favor of the project and that Councilman Ricky Felix is already on board to see the project approved when it comes before the city council next Monday night, April 13.

Of concern is that the project will substantially reduce the property set aside to serve as an intrinsic part of the flood control system that will become increasingly crucial as further infill development takes place in Upland. Converting the land once slated for handling storm water run off into relatively densely-packed residen-

tial uses, some observers say, will render the remaining 11.1 acres of land adjacent to it that remains devoted to dealing with water flow generated during a deluge inadequate to the drainage task, and finding land to support that flood control function in the future will prove either impossible or prohibitively costly if the basin land converted to homes must be replaced. Simultaneously, the residents of Foothill Knolls have repeatedly made clear they consider the project Previti is pursuing to be inconsistent with the ambiance of their neighborhood and tenor of life, which the planning commission twice acknowledged with its vote. The prospect that the city council is going to disregard their sentiments and the recommendation of the planning commission has resulted in

no little disquiet among Foothill Knolls homeowners.

Some see in next Monday night's meeting agenda a reflection of what occurred on April 1, when the city council convened a special meeting to consider another controversial project unpopular with the lion's share of the city's residents who weighed in with regard to it, that being Bridge Development Partner's 201,096-square foot distribution center for on-line retail giant Amazon. In that case, the planning commission had originally voted to recommend against the city council giving that undertaking go-ahead, followed by Schwary's reversal of his vote at a subsequent meeting, which resulted in the commission recommending that project's passage. The April 1 meeting, just as the

upcoming one on April 13, was conducted, as a consequence of the safeguards put in place to ward off the potential spread of the coronavirus, in a virtual context, that is, with no actual physical meeting taking place, and the interchanges among those involved taking place by means of an audio-visual hook-up in which the council members heard the proponents' audio advocacy of the project and staff's input, and the public's participation was limited to telephonic statements that were not heard in real time but rather following an approximately 30 second delay. In this way, the Upland citizenry's ability to petition the city's political leaders to have them heed the sentiment of those they represent was compromised, and the council on April 1

*Continued on Page 12*

## County's Maneuvering To Thwart Vote Resulted In Measure Calling For Undoing Entire Assessment Zone, Citizens Group President Explains

*from page 5*

Third District Supervisor Dawn Rowe, in a dialogue with County Fire Chief Dan Munsey as the item was being discussed, noted that San Bernardino, Upland, Twentynine Palms and Needles are now dependent upon the county fire department for fire protection in their respective communities, and said, "This would unwind the entire Fire Protection 5 Zone, not just the expansion area."

"That is correct, Ma'am," said Munsey. "That includes all the annexations of the cities, as their funding mechanism either partially or the city in whole as the City of Twentynine Palms, as well as the expansion area."

It was further suggested that the county by accepting the petition for the election would eradicate the original fire protection district in Helen-

dale and Silverlakes.

"This is set up as a vote of the entire district, not just the annexation area," said County Counsel Michelle Blakemore. "So, it would, if it is repealed, wipe out what Helendale did back in 2006."

Munsey said, "They are part of a fire protection district, all of those cities. They are annexed into the district. So, we would provide service to all those areas, but the level of service could be adversely affected by the loss of FP-5 [Fire Protection Zone 5]."

The board voted unanimously to submit the initiative petition measure, without alteration, to the voters be held on November 3, 2020, corresponding with this year's general presidential election.

Tom Murphy, the president of the Red Brennan Group, dashed off a letter to Supervisor Rowe in the aftermath of the board's vote in which he said it was because of the county's stance, in particular that of county counsel, that necessitated the unwinding of the entirety of Fire Protection Zone 5.

"In your line of questioning on April 7<sup>th</sup>, you emphasized that the initiative to repeal the spe-

cial tax associated with Fire Protection Zone 5 would repeal the tax entirely," wrote Murphy. "Your assessment is correct. The initiative, as written and if approved by the voters, will repeal the special tax associated with Fire Protection Service Zone Five (FP-5) in its entirety. To understand why the county faces potential repeal of the entire FP-5 tax, rather than repeal of the expansion of the tax, look to the actions of San Bernardino County Counsel."

Murphy continued, "Article XIII C § 3 of the California Constitution states, '...the initiative power shall not be prohibited or otherwise limited in matters of reducing or repealing any local tax, assessment, fee or charge.' We believe this language provides sufficient legal basis to repeal the expansion of a tax. However, we were greatly concerned San Bernardino County Counsel would take the opposite position. If county counsel held that repeal of a tax was permissible, but repealing an expansion was impermissible, it would create substantial risk for our organization. After expending substantial resources to gather

sufficient signatures we would then have to expend additional funds to defend the initiative in court. Given that county counsel has sued on 14 out of 18 initiative petitions our organization has previously sponsored, we evaluated the risk as 'highly probable.' Based on the text of Article XIII C § 3, however, we provided the county ample opportunity to develop a legal theory that would support the repeal of the expansion of the FP-5 tax. From June 2019 until signature gathering operations commenced in September, the Red Brennan Group repeatedly asked the County of San Bernardino to provide the number of signatures required to repeal the expansion of the tax. As a risk mitigation strategy, initiative proponents submitted two separate initiatives. One initiative proposed to repeal the expansion of the FP-5 tax. The second initiative proposed to repeal the FP-5 tax in its entirety. This strategy was necessitated by the county's failure to provide an accurate and prompt response when the expansion question was first posed in June of 2019."

Further, according to Murphy, "In a letter dat-

ed August 23<sup>rd</sup>, county counsel indicated the '...number of valid signatures for each initiative petition is 26,183.' Setting the signature count equal for both initiatives was illogical and unfair. It is illogical because it required voters unaffected by the June 2018 FP-5 expansion to weigh-in on a petition repealing that expansion. It is unfair because it nearly doubled the number of signatures required to qualify the expansion version of the initiative. Finally, county counsel's opinion lacked legal sophistication. By all appearances, the text of Article XII C § 3 provides substantial grounds for a legal theory that would support repeal of the expansion of a tax. San Bernardino County Counsel was unable or unwilling to pursue that theory. The county's legal determination on the signature requirements simply parroted the text of the Elections Code. This is perplexing when compared to the legal creativity county counsel demonstrated when developing the legal support for the original expansion of the FP-5 tax, and classifying it as an annexation. County lawyers were able to weave disparate cords from the California Health and

Safety Code, the Cortese Knox Herzberg Act, and the Sunset Beach v. Orange County LAFCO decision. The result was a legal theory that bound property owners to pay a special tax they never had the opportunity to approve. In other words, county counsel was sufficiently creative to present a legal theory that violated Article XIII C (2)(d) of the California Constitution. But, when given the opportunity, it was unable to find sufficient cause to support Article XIII C (3) of the Constitution."

Murphy emphasized to Rowe that "Given our organization's commitment to fiscal responsibility at the local government level, we were left with no other option than to advocate for the repeal of the FP-5 tax in its entirety. It would be ridiculous to ask voters to repeal a tax for property owners in the expansion area while leaving the tax intact in their own area."

Murphy added, "Particularly galling is that county counsel's legal determination on the number of signatures required to certify the petition proved to be wrong by orders of magnitude."

-Mark Gutglueck

# Grace Bernal's California Style Protecting



The mantle has served the practical purpose of keeping people warm and protecting them from many elements. It dates back to the Old Testament and was yet in vogue in the days of the New Testament with Jesus and Mother Mary



wrapping their heads with a mantle.

In today's world, there's a whole lot of wrapping going on. Currently, the goal is to cover one's mouth and nose, either with a face mask or garment. Although the covering of the face/



mouth has been around for centuries, somehow as we evolved we winged away from the impor-

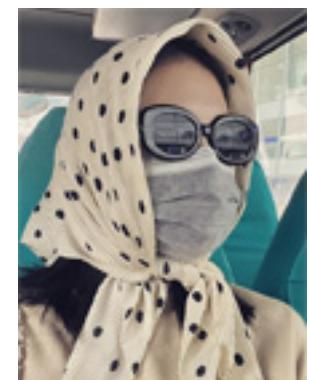
tance of protection. Today we are faced with a virus that may not be arrested entirely by people wearing a mask, but shrouding our faces in muslin may help protect us and others a bit more. The fashion garment



industry has definitely taken on a new project with the manufacturing of masks and other material related to protective garments. As we are in full spring, things feel a bit out of sync as we are unable to really play out what vernal fashion is trending, since the mask and protective gear have



taken over the streets. I'm not sure if wearing a swimsuit will be taking place this summer, but currently it's all about masking and staying safe. Happy Easter!



*"Life is too short to spend hoping that the perfectly arched eyebrow or hottest new lip shade will mask an ugly heart."*

-Kevyn Aucoin



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

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## Withholding Travis-Miller's Severance 9 Months Ultimately Cost SB \$311,000 from page 10

Travis-Miller's departure, four more personnel were hired by the city to work directly for the mayor, such that by early this year he had five full-time employees, one part-time employee and one part-time paid intern. Since January, five of those employees – Matt Brown, who succeeded Essayli in the role of Valdivia's chief of staff in August; Mirna Cisneros, who was a senior customer service representative assigned to Valdivia's mayoral office; Jacqueline Aboud, who from April 2019 until January 2020 had been serving as the mayor's field representative; Karen Cervantes, an assistant to the mayor who had begun with his office in September 2019; and Don Smith, who was hired as a part-time mayoral field representative

last year after he worked on Valdivia's 2018 campaign – along with Alissa Payne, a city commissioner nominated to two commissions by Valdivia, have come forward, alleging that Valdivia had subjected them to abusive behavior, sexual harassment, made untoward sexual remarks, innuendos and overtures to them or in their presence and engaged in other improprieties. Cisneros, Cervantes and Smith have filed claims against the city preparatory toward launching lawsuits of their own.

Attorney Irma Rodríguez Moisa of the law firm Atkinson, Andelson, Loya, Ruud & Romo was representing the City of San Bernardino in its defense of Travis-Miller's suit. As the matter was being litigated and in the shadow of the mayoral scandal precipitated first by Cisneros and Cervantes going public followed by the revelation of Valdivia's treatment of Brown, Aboud, Smith and Payne, Moisa made a determination that pro-

ceeding to trial against Travis-Miller was not advisable.

On Saturday, April 4, a joint press release from the city and Travis-Miller was made. It stated, "On Wednesday, April 1, 2020, the city council approved a settlement agreement with former City Manager Andrea Miller. The City of San Bernardino and former City Manager Miller have reached a settlement of her lawsuit following Ms. Miller's termination without cause. The city denies liability for Ms. Miller's claims. The settlement requires the city to pay Ms. Miller \$750,000 to resolve all of her claims in exchange for her waiver of all claims and dismissal of all of her claims."

The statement continues, "This joint statement is being issued to clarify that Ms. Miller was terminated without cause because the city wanted to go in a new direction. During her tenure as city manager, Ms. Miller received strong performance evaluations. Contrary

to any previous public statements or published comments, there is no evidence that Ms. Miller ever engaged in any professional improprieties or corrupt behaviors. The city appreciates the assistance that Ms. Miller provided the city and her astute financial guidance in leading the City of San Bernardino out of bankruptcy."

Of note was that the \$750,000 settlement conferred upon Travis-Miller exceeds by \$310,854.55 the \$439,145.45 that was due her under the terms of her contract, consisting of the \$25,476.32 in monthly pay and benefits she would have been provided for the month she would have remained on the city payroll following notification of her termination, the \$305,715.89 to be paid out to her in 12 monthly installments of \$25,476.32 over the year following her termination, and the two separate \$53,976.62 contributions toward her retirement fund for 2018-19 and 2019-20. It has not been made clear whether

the \$750,000 settlement is in addition to or contains the \$107,953.24 contribution the city was to make to the California Public Retirement System for Travis-Miller in 2018-19 and 2019-20.

Travis-Miller, refer-

encing the terms of the agreement prohibiting statements by either side with regard to the settlement beyond the joint press release, declined comment when reached by the *Sentinel*.

-Mark Gutglueck

## Density & Types Of Homes In Proposed Project Out Of Step With Their Neighborhood, Residents Say from page 11

in a 4-to-1 vote overrode those citizens' objections and approved the Amazon distribution center project. With the council insulated and isolated from its constituency again this coming

Monday night, residents of the Foothill Knolls district have expressed the belief that the city council will again ignore their will, and be swayed by the presentation of city staff members and the project proponent whose financial interest in maximizing the profit he can derive through the completion of the project clashes with the existing residents' conception of the character of their living environment.

-Mark Gutglueck

## County Looking To Catch Up On Virus Testing Deficit from page 4

does not require health insurance. It is anticipated that these will be drive-through events, where those to be tested

will not need leave their vehicles.

The county has indicated it will offer future testing clinics prior to the elapsing of April at locations yet to be announced in Twentynine Palms, San Bernardino and Victorville.