

Former District Attorney Ramos Destroyed Evidence, Federal Judge Concludes

By Mark Gutglueck

More than two-and-a-half years after prosecutors failed to obtain convictions against three former San Bernardino County public officials and the wealthy developer accused of bribing them, pretrial skirmishing in the federal civil case the four once-accused brought against the county for what they say was malicious prosecution continues apace.

The underlying po-

litical corruption case, in which three public officials had been previously convicted, took nearly a decade to fully resolve. Late last month, the plaintiffs in the civil action that prosecution spawned achieved a victory in the form of one federal judge finding and another federal judge confirming that the prosecutor in the case engaged in the destruction of evidence.

That finding and its

accompanying ruling by the trial judge is significant from the standpoint that the offending party was Mike Ramos, the district attorney whose office had prosecuted the four individuals who now say they were wrongfully caught up in the criminal matter, which dealt with events that took place in 2004, 2005, 2006, 2007 and 2008 and went to trial in 2017.

Of note is that much

or all of the erased or destroyed information in question consisted of emails and text messages relating to Ramos's personal, political and professional communications during his 2018 reelection campaign, which came after the trial of the four individuals – Jeff Burum, Paul Biane, Mark Kirk and Jim Erwin – took place the previous year.

A key player in the matter is Bill Postmus,

one of the most dynamic political entities in San Bernardino County at the turn of the Third Millennium and arguably the most powerful personage within San Bernardino County government through most of the current century's first decade. Postmus's reign came at the end of a several-decades-long period now known as San Bernardino County's "Golden Age of Corruption," an **See P 2**

Brosowske Takes Walking Papers And \$400,000 In Pay & Severance From WVWD

Some eleven months after the West Valley Water District hired political operative Jeremiah Brosowske into a do-nothing managerial assignment without a specific job description paying him one quarter of a million dollars per year, he has tendered his resignation and departed the district.

In accepting Bro-

sowske's resignation, the district conferred upon him a \$154,884.80 severance package.

While most of the district's officials abided by the standard governmental protocol of refraining from any sort of comment that might have been deemed critical of the district's current or past personnel and therefore hailed

Brosowske's contributions during his tenure, Channing Hawkins, who was elected to the district board last fall on a reform platform and was elevated to the presidency of the board immediately after his installation in November, pulled no punches, stating that during his time with the district Brosowske provided "unqualified and

incompetent management and services."

Brosowske is an example among a lengthy succession of San Bernardino County personages who have over the last several decades successfully monetized their involvement in politics, either through indulging their own ambition for office and partaking in the spoils - le-

gitimate or illegitimate, legal or illegal – thereof, or facilitating the ambition of others. That legion includes Richard Rodriguez, Mike Valles, Robert Hammock, Robert Gouty, John Mannerino, Brad Mitzelfelt, Tad Honeycutt, Jim Brulte, Keith Olberg, Bill Postmus, Paula Nowicki, Matt Brown, Tim Johnson, **See P 5**

Challenged With Lawsuit, Yucca Valley Jettisons Sex Offender Law

The Yucca Valley Town Council on Tuesday fully rescinded the town's ordinance relating to sex offenders.

Acting upon the item as an "urgency ordinance," the council dispensed with the previously enacted regulations in the face of a lawsuit filed against the town in February by an unnamed plaintiff represented by Attorney Janice Bellucci. Bellucci has had success in overturn-

ing similar ordinances in municipalities elsewhere in California.

Using the leeway granted cities and towns in California by the passage of Proposition 82 ("Jessica's Law") in 2006, the town in 2008 adopted an ordinance prohibiting any registered sex offender from residing within 2,000 feet of a school, park, or daycare center and from coming within 300 feet of any school or **See P 6**

Seven County Nursing Homes Have Sustained Multiple Confirmed Coronavirus Fatalities

As of this afternoon, seven nursing or convalescent care facilities in San Bernardino County had experienced multiple coronavirus-related fatalities.

Leading that list is the Cedar Mountain Post-Acute Rehabilitation Center in Yucaipa, where 18 patients have succumbed to the illness. At least 71 residents there, 34 employees and seven others who had contact with the facility in some

capacity have contracted the malady.

At the Reche Canyon Regional Rehabilitation Center in Colton, five residents there have died in a manner associated with the coronavirus, and 22 residents, 16 employees and four others tied to the center's function had contracted the virus.

All three residents at the Ontario Healthcare Center in Ontario who contracted the condition

have died. One other person associated with the facility who is not a patient contracted the virus.

At the 37-acre Plymouth Village in Redlands, three of the eight residents who caught the virus have expired and six employees have tested positive.

Three of those in residence at the San Antonio Post Acute/Villa Mesa Care Center in Upland have died. In ad- **See P 3**

Adelanto Eyeing Ending \$20,000 Per Month Management Pact For Dormant Stadium

Somewhat belatedly, the City of Adelanto is progressing toward getting out of the stadium management deal many residents feel the city should have never gotten itself into.

In August 2018, in one of the first contracts inked by Jessie Flores after he had been installed in the post of city manager, the city agreed to pay Aaron Korn and Darrell

Courtney \$20,000 per month for two years to manage Adelanto Stadium.

The deal came about after the city, then led by Mayor Rich Kerr, in 2016 booted the Mavericks minor league baseball club from the facility, after the team had been playing there for 24 years. That move led to a lawsuit being filed against the city that was

settled after Kerr left office. The city agreed to make \$3.8 million in total payments to the Mavericks ownership, which involved \$1.5 million that was forked over early last year. The city has since shelled out another \$1,245,400 in \$95,800 monthly installments over the last 13 months. The remaining amount will be paid in similar monthly install-

ments of \$95,800 over the next 11 months, totaling \$1,053,800.

For years, the city was concerned over the money it was losing at the facility, and it had been seeking a buyer.

After the Mavericks were evicted, the city had an arrangement with the San Bernardino County Fair, which goes by the corporate name of the 28th District Agri-

cultural Association, to mind the grounds. The 28th District Agricultural Association had brought in Korn, who once had run for city council in Victorville, to serve as the stadium manager. When the city ended its arrangement with the fair, Korn was kept on as an independent contractor to continue what he had been doing, at a rate of \$5,000 per **See P 3**

Upland Group Forms To Act As Plaintiff In Suit Against Amazon Center

The Upland City Council's April 1st 4-to-1 vote to approve Bridge Development Partners' proposal to build a 201,096-square-foot distribution center for on-line retail giant Amazon has precipitated the creation of a nonprofit entity, dubbed Upland Community First, which is to undertake a legal challenge of the project.

The city council on Monday night is set to give what is called a second reading to that project approval. A second confirming vote of a project is a part of the protocol legally required to finalize the proponent's entitlement to build.

The *Sentinel* has learned that just-formed Upland Community First is now working with an attorney to obtain a writ of mandate to prevent the project from proceeding, based upon what the group's members consider to be inadequacies in the environmental certification for the project and improper shortcuts in the project approval.

The city allowed Bridge Development Partners to use what is referred to as a mitigated negative declaration to outline the impacts the development would have on the project site and the area surrounding it. The upshot of a mitigated negative declaration is a finding by the responsible agency with land use authority, in this case the Upland City council, that any environmental impacts from the project can be offset or mitigated by the conditions of approval for the project.

It is the contention of a number of city residents that a full- **See P 3**

Richards' Conversion Of Undevelopable Land Into Houses & Stores Required Bare-knuckle Tactics With One Set Of Politicians, Purchasing Influence From The Next Generation Of Officeholders, Then Getting Litigious & Settling *from front page*

era in which individuals such as Fifth District County Supervisor Robert Hammock, Second District Supervisor Cal McElwain, Fifth District Supervisor Jerry Eaves, sheriffs Frank Bland, Floyd Tidwell and Gary Penrod, county administrative officers Robert Covington, Harry Mays and James Hlawek, district attorneys Jerome Kavanaugh and James Cramer, County Treasurer Tom O'Donnell, County Investment Officer Sol Levin, Fontana Mayor Nat Simon, Fontana City Manager Jack Ratelle, Hesperia City Manager Robert Rizzo, Colton Mayor Karl Gaytan, Colton councilmembers James Grimsby, Don Sanders and Abe Beltran among others freely participated in an openly pay-for-play environment in which bribes and kickbacks and the use of governmental authority to perpetuate political power and enable financial empires were the common ethos, a circumstance that some believe persisted throughout Postmus's tenure and beyond to the current time in the personages of former Upland Mayor John Pomierski, former Upland councilmen Michael Libutti, Ken Willis, Brendan Brandt and Tom Thomas, Upland City Manager Robb Quincey, First District Supervisor Brad Mitzelfelt, Second District Supervisor Janice Rutherford, Fourth District Supervisor Curt Hagman and Third District Supervisor Dawn Rowe.

In 2000, Postmus was elected to the board of supervisors at the age of 29, making him, after Minor Cobb Tuttle in 1862, Norman Taylor in 1855, Robert McCoy in 1861, John C. Turner in 1893 and Gus Skropos in 1985, the sixth youngest county supervisor in San Bernardino County history. Four years later, in 2004, he became the second youngest chairman of the county board of supervisors after John

C. Turner in 1895. That year he also became the chairman of the San Bernardino County Republican Central Committee, a perch from which he had control over the purse strings of the local GOP's campaign war chest and held tremendous sway in determining who was elected to an overwhelming number of political offices in the county. In 2006 he expended more than \$2 million in what yet remains the most expensive political campaign in county history when he successfully challenged the incumbent county assessor, Don Williamson, thereby acceding to the most powerful taxing position in San Bernardino County.

He had been the single most powerful political entity in San Bernardino County during his heyday, a virtual kingmaker.

In 1997, three years before Postmus had been elected to the board of supervisors, then-45-year-old Dan Richards formed the Colonies Partners with Jeff Burum, who was eleven years his junior.

Prior to that, Richards had been one of the owners of Stephen Daniels Commercial Brokerage and a former member of the Foothill Fire District Board of Trustees, which ceased to exist after the district was absorbed by the City of Rancho Cucamonga in 1989 to become the Rancho Cucamonga Municipal Fire Department. With the backing of 21 other investors, Richards and Burum raised \$16 million to purchase from the San Antonio Liquidation Trust 489 acres located in the northeastern quadrant of what is now Upland, property long owned by the San Antonio Water Company and utilized for purposes of groundwater recharge and flood mitigation.

It was Richards' and Burum's intention to convert that land into a residential subdivision with some order of a commercial component.

But the property was problematic. Lying just south of the foothills at the eastern extension of the San Gabriel Mountains, it was subject to flooding even during moderate rain, as the water would cascade down the south face of 8,696 foot-elevation Ontario Peak, which towers above Upland and San Antonio Heights to the north, and inundate the property. During a major deluge the entirety of the property – what is referred to as an alluvial creek – would become a raging river. A few quarries had been sunk into the property, from which granite, gravel and limestone had been extracted during the early decades of the 20th Century. Those quarries were utilized as catch basins and recharge basins, into which the flood waters would pour and then gradually settle into the water table. In 1933, 1934, 1939 and 1962, the San Bernardino County Flood Control District had recorded flood easements on the property.

Prior to Richards' and Burum's effort to develop the property, four highly reputable residential development companies had explored the same idea. Orange County-based Pennhill Land Company and Orange County-based Kohl Company seriously examined all of the requirements to get an actual entitlement to build what was then dubbed the San Antonio Lakes project. That included redressing the overwhelming flood issues on the property, which would entail building a contrivance to carry the water away and meet the statutory requirement of ensuring that in the face of the worst flooding that could be expected to occur statistically in a 100-year period the houses built there would remain one foot above the level of the water. That was too daunting, the Pennhill Land Company and the Kohl Company concluded, and their incipient plans for the project were abandoned. The William F. Lyon Company, then took a run at building a planned community on the property, slightly reworking the name into "The Lakes at San An-

tonio." Ultimately, the Lyon Company came to the same conclusion as the Kohl Company before it. Then Lewis Homes took up the project concept. Lewis, too, would conclude that the project simply would not pencil out if it were to be developed to the traditional standards, and it forsook proceeding.

Richards, however, as a former elected official, understood precisely that obtaining project approval involved a relatively simple formula of securing majority support on the governmental decision-making panel that had jurisdiction and land use authority over the property upon which the project was to be built, which in this case was the Upland City Council. Through a shrewd investment of less than \$25,000 in political contributions to the mayor and city council, Richards and Burum gained influence over that body. It so happened that Upland, at that time a city of 68,570 population, had recently downsized its municipal operations, dispensing with its assistant city manager, its city engineer, its engineering department and a significant portion of its community development/planning divisions. With Richards having arranged for the project's acceptance on the political level, he and Burum overcame the practical issues relating to getting city staff acquiescence in the undertaking by agreeing to pay for the city to hire contract engineering and planning professionals to monitor and guide the municipal approval process for the proposal, including meeting development standards and passing inspections. The money in their paychecks originating with the Colonies Partners, those contract planning and engineering professionals enlisted to work on the project by the city acted accordingly, ensuring that the project could proceed.

As the old hand who knew the political lay of the land, Richards worked almost invisibly from the backroom, wiring the deals politically, while the hungrier Burum, who was more steeped in the ins and

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outs of the building industry, along with his brother Phil, took on a more public role in the promotion of the project.

A major issue was the need for infrastructure to accommodate the project, in particular flood control. Accounts vary as to what the Colonies Partners proposed to the county, the county flood control division and Jon Mikels, who was then the supervisor for the Second District, which included all of Upland at that time, as well as adjoining Rancho Cucamonga and San Antonio Heights. According to county officials, the Colonies Partners wanted the county, through its flood control division, along with the Army Corps of Engineers, to pay for the lion's share of the flood control channelization and retention basins as part of a deal that would involve those water-holding-and-conveying facilities being built on property within the original 489 acres or on another 22.3 acres the Colonies Partners had tied up south of the project area. Mikels, however, was adamant that neither the county nor its flood control division should defray any part of the cost of providing the infrastructure that would be required for the project to proceed. The supervisor became further entrenched in that view when he learned that the Colonies Partners had sold for \$17 million 40 of the 489 acres at the northern fifth of the property to the California Department of Transportation as right-of-way for the 210 Freeway. By making the sale to CalTrans, Richards

had made for the consortium almost \$1 million more than the Colonies Partners had paid for the entirety of the acreage. That \$17 million included payment for the property and what was referred to as "severance damages," meaning any encumbrance on the property that remained in the possession of the Colonies Partners as a consequence of the construction of the freeway, including paying for needed flood control facilities. Mikels was highly cognizant that the placement of the freeway along the north-lying portion of the Colonies Partners' property had transitioned what was empty and unimproved land into prime commercial acreage, greatly enhancing its value. Given that the property had been designated on zoning maps as open space and was shown as undevelopable without the stormdrains, basins and channels required to prevent that property and other properties next to it from being inundated during heavy rains, Mikels insisted that the project be held in abeyance until such time as the Army Corps of Engineers got around to constructing a regional network that would alleviate flooding there or the Colonies Partners itself took up the construction of the water diversion system needed. At one point, according to the Colonies Partners, Mikels said he was unwilling to put up \$1 million toward the project the Colonies Partners was proposing as the county's share of the infrastructure burden.

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Stadium Management Gravy Train Coming To A Halt For Korn & Courtney

from front page

month.

That \$5,000 covered Korn's and Courtney's salaries, and was to run for six months. Not quite six months later, Flores altered the deal, quadrupling the amount Korn and Courtney were to

receive.

They committed to work with booking agents and promoters to bring entertainers to the stadium for events that would draw customers to the city's businesses, and simultaneously generate rental revenue for the city from the acts using the stadium as a performing venue.

The ability of the stadium to meet the goals

the city had in mind was uneven. Some months the city made a little money. Other times, the money brought in was less than was being paid to Korn and Courtney.

With the onset of the Coronavirus crisis and the mandates against public gatherings and the stay at home orders emanating from Governor Gavin Newsom and local authorities, the

stadium stood empty. Its last event was the Ventura Stars Circus on February 24.

For two months, the facility has been mothballed, and some residents have begun to question the wisdom of expending \$20,000 a month to manage a financial black hole.

There is a clause in the contract that allows the city to opt out if there

is not sufficient revenue being generated at the stadium to justify the continuation of the arrangement with Korn and Courtney.

Mayor Gabriel Reyes this week told the *Sentinel*, "Councilman [Ed] Camargo brought that up at our last meeting, and the city manager has brought it to our attention, also. They have started a conversation

with the management team to let them know there is going to be some cancellation or modification due to the COVID-19 situation, and the obvious lack of activity going on. So, yes, that conversation has started. We have been in communication with the city attorney, and he will be giving us direction on this."

Known County COVID Cases Stand At 1,666

from front page

dition, 24 residents and four employees tested positive for COVID-19.

The Spring Valley Post Acute Center in Victorville suffered two deaths among the three residents who became infected. Two employees and one other person associated with the facility have tested positive.

The Hi-Desert Medical Center Skilled Nursing Facility in Joshua Tree has lost two patients to the disease among the 12 who have come down with it there. Seven employees have contracted COVID-19 and it has infected one other person who had regular access to the home.

There has been one death each at the Asistencia Villa Rehabilitation and Care Center in, Redlands and the Calimesa Post Acute Care Center in Yucaipa. The Calimesa Post Acute Care Center had 41 resi-

dents who tested positive for the condition.

At the Green Valley Home Health Services Home in Apple Valley, one employee has been infected.

At the Inland Christian Home in Ontario, ten employees became infected.

At Las Colinas Post Acute Care in Ontario, four residents and seven employees are sick with the disease.

Laurel Wellness and Nursing Center in Fontana has one infected employee.

A single employee at the Neurological Subacute - Community Hospital of San Bernardino in San Bernardino has tested positive.

One employee at the Terracina Post Acute Care Center in Redlands is likewise infected.

Throughout the county, there have been 188 total known cases of COVID-19 among residents in the county's nursing facilities.

In response to Governor Gavin Newsom paring back his stay-at-

home order, San Bernardino County officials said that as of tomorrow the county's public health order will be tweaked to allow recreational areas at parks and golf courses to be opened to the public with the proviso that those there practice safe social distancing and use face coverings.

Hiking, biking, boating and other non-contact outdoor activities, including golf and tennis will be allowed.

Chino Hills, which closed its trails on April 1 after a glut of people began showing up at its parks and were not observing social distancing, announced this morning that it will reopen all 48 miles of city trails to the public starting Saturday, April 25, pursuant to the observance of safety protocols.

San Bernardino County Board of Supervisors Chairman and former Chino Hills Mayor Curt Hagman said, "Like other local governments, we are carefully following the rules mandated

by the state to help limit the spread of the coronavirus, and we are closely following the governor's timeline for relaxing some of our social distancing requirements. There are policies we as a county can control, and so we're pleased to make this announcement."

Meanwhile, there is uneven conformance and in some cases defiance throughout the county with the mandate that nonessential businesses be shuttered. Some retail shops, barber shops, car washes, electronic device stores, nail salons, tattoo shops and other commercial establishments remain open for business.

Some residents have expressed dismay at the circumstance, while others have expressed approval by patronizing those businesses.

Since March 17, the San Bernardino County Department of Public Health has sent out more than 650 advisal letters instructing non-essential businesses to close or alter operations after re-

ceiving complaints about them operating in violation of health orders.

It is unclear what sanction the county will use on those who continue to defy the mandate.

The county has created a COVID-19 hotline at (909) 387-3911 and provides a form to alert authorities of violations of governmental orders.

U.S. Federal Judge Terry J. Hatter Jr. on Thursday April 23, ordered immigration officials to reduce the number of people held at the Adelanto Immigration and Customs Enforcement Processing Center to allow safe distancing among inmates during the pandemic.

Judge Hatter said immigration officials must reduce the detainee population in Adelanto, starting with the release of at least 100 immigrants by Monday, April 27, and 150 more by April 30.

The detainee population, Hatter mandated, must be thinned from its current level of roughly 1,300 men and women to

"a level that would allow the remaining detainees to maintain a social distance of 6 feet from each other at all times and at all places, including while sleeping, eating, showering, and going about other daily activities, except when there is a medical necessity or a safety emergency."

Hatter's order came in response to a filing for a preliminary injunction made by the American Civil Liberties Union Foundation of Southern California and the law firm of Latham & Watkins, a follow-up to a lawsuit filed earlier this month alleging that conditions at the Adelanto center endangered the lives of detainees during the coronavirus crisis.

As of late this afternoon, 80 people in San Bernardino County are known to have died from COVID-19 and 1,666 people have tested positive for the disease, according to the San Bernardino County Department of Public Health.

-Mark Gutglueck

Upland Group Wants Writ Of Mandate Against Amazon Project

from front page

blown environmental impact report for a project of the intensity and scope of what Bridge is intent on completing is required, and that the mitigated negative declaration inadequately delineates the impacts and does not outline realistic mitigations for the onerous impacts the project entails.

There was concern that the mitigated negative declaration did not accurately account for the ecological havoc to be wrought by the truck traffic bringing merchan-

dise into the facility and the van traffic departing from the completed warehouse to deliver the merchandise to its final users.

Moreover, the projections made in the mitigated negative declaration and its statement with regard to the number of vans - said to be in use at the completed project were not in keeping with the more than 1,400 parking spaces that are provided for in the project site plan. This has led some to conclude that Amazon will expand its operation well beyond the limitations outlined in the application by Bridge.

An inducement Bridge

Development Partners used to convince the majority of the council to approve the application was the offering of \$16 million in payments to the city to offset the lack of sales tax the completed facility will entail, since Amazon's internet sales model eschews the charging of sales tax. Yet given the 50-year life of the lease that Bridge is to have with Amazon, it has been projected that the cost of repairing damage to city roads done by the presence of the project over that time-frame will exceed the money being put up by Bridge. There is an option for a 50-year renewal of the lease that will potentially boost the life of the project to 100

years, during which time project critics say future city residents will be burdened with a land use that will severely impact the residents' quality of life with no return whatsoever to the community hosting it.

Additionally, some city residents are concerned that this coming Monday night Bridge is asking the city to suspend the company's payments to the city until the city provides it with an occupancy permit on the project, a condition that was not in the development agreement when it was given first reading.

Overhanging the entire issue is that the city council is undertaking its consideration of these

issues while restrictions on public gatherings because of concerns about the coronavirus outbreak are in place. This has resulted in the council holding public hearings from which the public is excluded. An increasingly vocal core of Upland residents say that

items of such controversy should not be discussed and voted upon in a forum from which residents to be impacted by the project are not given an adequate opportunity to express their concerns.

-Mark Gutglueck

Mikels Resisted County Constructing Flood Basin For Colonies Development

from page 2

Similarly, according to the Colonies Partners, the county was unwilling to throw \$3 million toward the construction of the 67-acre holding basin to be located on the Colonies Partners prop-

erty. Richards has more recently maintained that on one occasion when he and Burum had met with Mikels, they offered him a three-ring binder which contained drawings, specifications and other details relating to a \$25 million basin they were proposing to have the county flood control division construct on

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His Time As A Politician Instilled In Richards An Understanding That All Politicians, Even The DA, Are For Sale *from page 2*

their property, toward which they were willing to provide the land at no cost and cover \$12.5 million of the construction price. Mikels, Richards said, refused to even look at the binder.

Ultimately, in 2002, the Colonies Partners sued the county and its flood control division over the outstanding drainage and flood control issues relating to the project. That same year, Richards engineered a political coup to remove Mikels, whom he and Burum considered to be the primary obstruction to the project, from office. They did so by delivering, either directly or indirectly, \$70,000 in political donations to Paul Biane, then a Rancho Cucamonga councilman, who challenged Mikels in the 2002 election. Also running for reelection that year was District Attorney Dennis Stout.

There had been a long-standing previous political alliance between Mikels and Stout. When Mikels had been elected in 1977 as a charter member of the Rancho Cucamonga City Council, he had appointed Stout to serve as a member of the Rancho Cucamonga Planning Commission. Thereafter, when at that time the mayor was appointed from among the council ranks by a vote of its members, Mikels had acceded to that post.

In 1986, when Mikels stepped up to run, ultimately successfully, for Second District county supervisor, so too did Stout vie for office successfully that year, in what was Rancho Cucamonga's first direct mayoral contest. Mikels and Stout had endorsed one another in their respective contests. Both were re-elected in 1990. In 1994, while Mikels was again cruising to an easy victory as supervisor, Stout successfully sought election as San Bernardino County District Attorney.

While to outward appearances the alliance between Mikels and Stout seemed intact after both were occupying two of the most influential positions in the county, something nevertheless had gone amiss. Harvard Business School Graduate Joe DiIorio, who had relocated from Orange County in the 1970s to make heavy property investments in and around the area that became Rancho Cucamonga and who had been one of the sponsors of the city's 1977 incorporation drive, experienced success with development projects he pursued. By 1990, however, the Stout-led council rejected numerous efforts by DiIorio to proceed with a large-scale project within Rancho Cucamonga's sphere of influence. When the entity DiIorio controlled, the Caryn Company, as a result of the project delay began to falter, DiIorio became embroiled in litigation with the city over issues related to his entitlement to proceed with the project. This created

a technical default in more than \$20 million in outstanding loans secured by the property he was developing. As the project stalled and a lifetime of his profits were consumed by lawyers' fees, a despondent DiIorio, who had been one of Mikels' major political backers, took his own life. This had embittered Mikels toward Stout.

Unaware of the falling out between Mikels and Stout and assuming they yet remained firm allies, Richards and Burum calculated that it would be in the Colonies Partners' best interest to remove Stout from office at the same time that Mikels was supplanted from the board of supervisors. They likewise threw their support behind Mike Ramos, a prosecutor in the district attorney's office who challenged Stout. Like Biane over Mikels, Ramos emerged victorious against Stout in the 2002 election.

The Colonies Partners' litigation against the county and the flood control district dragged on. Superior Court Judge Peter Norell at a relatively early stage made a ruling in favor of the Colonies Partners which held that the county's flood control easements on the Colonies Partners' property recorded in 1933, 1934, 1939 and 1962 had been abandoned through underuse. But the Fourth District Court of Appeal had overturned Norell, ruling that the county had unfettered easements on 31 acres and a right to utilize 30 further acres of land on the property in question for flood control purposes with

the landowner's consent pursuant to terms to be worked out between the two parties.

In 2004, Jim Erwin, a sheriff's deputy who had previously been the president of the Safety Employees Benefit Association, the union representing the county sheriff's sworn personnel up to the rank of lieutenant, had left the sheriff's department and had reinvented himself as a self-styled political and management consultant. By 2005, he had been retained by the Colonies Partners to assist it in its dispute with the county over the Colonies at San Antonio residential and the Colonies Crossroads commercial subdivisions.

Also in 2004, as Postmus was vying for reelection, the Colonies Partners emerged as the heaviest contributors to his electioneering fund.

When the lawsuit the Colonies Partners had filed against the county went to trial before Judge Christopher Warner in 2006, he ruled against the county, this time asserting the easements had been extinguished because the county had surcharged, i.e., overused, them and that certain county officials had defrauded the Colonies Partners in the arrangements for the development of the property and the construction of flood control facilities there.

Despite the verdict favorable to the Colonies Partners in the bench trial held in Warner's court, the county, based upon reports of improprieties relating to contact between and collusion involving the

Colonies Partners and both Judge Warner and Judge Norell, had filed complaints with the California Commission on Judicial Performance relating to Warner and Norell, and was gravitating toward an appeal with regard to Warner's verdict, waiting only upon Warner's yet-to-be-delivered final ruling and monetary judgment in the case.

By then, the Colonies Partners were growing impatient with the county's continuing resistance to its flood control division's participation in the provision of infrastructure to accommodate the Colonies at San Antonio and Colonies Crossroads projects. Of note was that the company's hostility was vectored less at supervisors Josie Gonzales and Dennis Hansberger, both of whom appeared to be opposed to subsidizing the building of the flood control infrastructure for those subdivisions altogether and supportive of the county's contesting of the lawsuit, but rather toward Postmus and Biane, in whose political careers the company had heavily invested and whose efforts to settle the ongoing litigation on terms favorable to the Colonies Partners were not particularly effective.

In 2006, Biane was obliged to stand for reelection, but no candidate to oppose him emerged. Unchallenged, Biane put his efforts into sponsorship of Measure P, which called for increasing the remuneration the members of the board of supervisors received from \$99,000 in salary per year and \$45,000 in ben-

efits to \$151,000 in salary per year and roughly \$68,000 in benefits. Biane and other supporters of the proposal did not dwell on the pay and benefit increases but rather on Measure P's other provision which from that point forward would limit supervisors to a maximum of three four-year terms. Also in 2006, Postmus was seeking election as county assessor, running against incumbent Donald Williamson.

After having been so active as a campaign contributor in the 2002 and 2004 elections, the Colonies Partners made virtually no contributions to San Bernardino County politicians in the 2006 election cycle. Indeed, in a show of his discontent with Biane, Burum emerged as the most dedicated opponent of Measure P. At that point Postmus was the chairman of the board of supervisors and the chairman of the San Bernardino County Republican Central Committee. Biane was the vice chairman of the San Bernardino County Board of Supervisors and the vice chairman of the San Bernardino County Republican Central Committee.

It was in the aftermath of Warner's ruling, as the county's lawyers were advising the board of supervisors to appeal it to the Fourth Appellate District which had previously established the easements as being intact, and three weeks to the day after the election in which Postmus was elected assessor and Measure P passed,

Continued on Page 6

Brosowske Worked As A Political Money Launderer With Postmus While He Was Himself Seeking Elected Office from front page

Yekaterina Kolcheva, Adam Aleman, Jessie Flores, Mark Kirk, Ted Lehrer, Anthony Riley, Matt Knox, David Ellis, Chris Jones, Mark Denny, Brian Johsz, Ed Graham and Peter Allen, more rather than less of whom have entangled themselves in political scandals in which the degree to which those in power exploited their authority would come to be on display.

Homegrown in the San Bernardino County's High Desert, Brosowske graduated from Granite Hills High School in Apple Valley and enrolled at Victor Valley College, at which point he appears to have caught the political bug. At Victor Valley College, he was elected to the Associated Student Body Council and Senate, serving in the post of parliamentarian and ultimately rising to the position of ASB vice president. He became thoroughly involved in campus politics at Victor Valley College, including serving as a member of the budget committee and facilities committee. In addition, he served as the student representative on the Victor Valley College Measure JJ Oversight Committee, which was chartered to monitor the expenditure of \$297.5 million in general obligation bonds to upgrade, expand, and construct school facilities passed by more than 55 percent of Victor Valley's voters in November 2008. It was perhaps at this point that Brosowske became fully conscious of the relationship between politics/governance and money, and how political involvement and reach can be converted into personal wealth.

From that point on, Brosowske became entwined in what has been a continual life in politics. Initially, at least, the brand of politics Brosowske embraced

specifically was Republican politics, though he essentially avoided that wing of the Republican Party that was devoted to reducing or controlling the cost of government. Rather, he found himself attracted to Republican candidates such as Curt Hagman, ones who were willing to go along with the expansion of government that Democrats advocated, just as long as Republicans, their supporters and Republican causes had an equal opportunity to cash in. Brosowske worked on a number of election or reelection campaigns. In 2013, Hagman, who had served on the Chino Hills City Council as both a council member and mayor before garnering election to the California Assembly in 2008, was nearing the end of his allotted six years in the Assembly based on the term limit regulations in place at that time. With the support of then-Congressman Gary Miller, Hagman orchestrated a silent coup to move then-San Bernardino County Republican Party Chairman Robert Rego out of the county party's top spot and assume it himself, gaining better positioning from which he could make a run for San Bernardino County Fourth District supervisor in 2014. Once he had acceded to the county party chairmanship, Hagman had repeated contact with the then-22-year-old Brosowske, who exhibited an uncommon enthusiasm and energetic intensity in his involvement on behalf of the party. Under Hagman's tutelage, Brosowske was given one assignment after another, which he dutifully fulfilled, gaining Hagman's confidence. Consequently, Hagman hired Brosowske at the age of 23 into the post of executive director of the San Bernardino County Republican Central Committee.

Brosowske, who was referred to by San Bernardino County party loyalists as "a young man with a plan," proved less successful at raising money for the party than some had hoped he would. Nevertheless, he was able to demonstrate

his value to the party by pushing to staff party headquarters from 9-to-5 on weekdays and by bringing in party volunteers to man the office on weekends. He involved himself in eight campaigns for Republican candidates that election cycle. Hagman credited Brosowske with guiding all eight of those candidates to victory. Among those was Paul Russ, who in 2014 captured a position on the Hesperia City Council.

While he was in that executive director position in 2016, Brosowske made a political move on his own behalf, seeking election to the Republican Central Committee, upon which there are eight allotted slots representing the First Supervisorial District, eight allotted slots representing the county's Second District, nine allotted slots representing the county's Third District, five allotted slots representing the county's Fourth District and three representing the county's Fifth District. Brosowske was among eleven people who ran in the central committee election to represent the First Supervisorial District, including Hesperia councilmen Eric Schmidt and Paul Russ, Hesperia Unified School District Board Member Eric Swanson and his wife, Rebekah Swanson. Though Brosowske vigorously campaigned on behalf of them and himself, he had little in the way of name recognition among the electorate and he finished eleventh in the race. Unfazed by his temporary setback at the hands of Republican voters, Brosowske remained loyal to the party. Hagman, as San Bernardino County's Fourth District Supervisor, offered Brosowske a position with his office as an analyst. Brosowske, who had managed Paul Russ's successful 2014 campaign for Hesperia City Council, remained active in promoting Republican candidates in local races, including that of Rebekah Swanson for Hesperia City Council in the 2016 race.

Despite Brosowske's inability to vault electorally into a position

on the San Bernardino County Republican Central Committee, there was a recognition among a core group in the local GOP that Brosowske possessed the charisma, attitude, perseverant dedication and temperament the party needed in its leadership and elected officeholders to offset the increasing gap favoring the Democrats over the Republicans in San Bernardino County in terms of voter registration numbers. Among the Republican Party's current crop of officeholders including Hagman, a consensus had grown that Brosowske should be groomed for higher office, including supervisor, state legislature and Congress.

In 2016 Mountain States Consulting Group, a limited liability company which in 2013 had been set up and registered in Wyoming by former San Bernardino County Supervisor/Republican Central Committee Chairman Bill Postmus's father for his son to use as a vehicle to launder political donations to politicians, emerged as a factor in San Bernardino County politics. Bill Postmus, who had soared to the pinnacle of political influence in the early 2000s until his political career had been derailed by scandal, was seeking to reestablish himself as a major political player, this time as a kingmaker behind the scene. Without fanfare, the company put the 25-year-old Brosowske to work by contracting with Brosowske's company, Next Generation Holdings LLC, securing for him his ability to support himself, while leaving him at liberty to pursue his political interests. By vectoring money flowing into Mountain States Consulting from individuals or corporations with business before or project approvals pending with local government to Next Generation Holdings, that campaign cash could then be distributed to politicians or political candidates without those politicians having to report the true sources of those funds, leaving them free to vote in support of those do-

nors' projects or hiring their companies to provide services or goods to the governmental entity they led without having to answer embarrassing questions. Among the politicians Mountain States/Postmus/Next Generation/Brosowske established in this way was Rebekah Swanson.

In May 2018, Hesperia Mayor Russ Blewett died. Rather than hold an election to fill the resulting vacancy until what would have been the end of Blewett's term in December 2018, the council, after elevating Councilman Bill Holland into the mayor's position, invited residents of the city to apply for appointment to fill in the council gap.

Brosowske, along with eight others, applied for the council position. After considering those applications and interviewing Brosowske and seven of the other applicants who were able to attend a specially-scheduled meeting on the evening of July 11, 2018, the council voted 3-to-1, with Paul Russ, Bill Holland and Rebekah Swanson prevailing and councilman Larry Bird dissenting, to appoint Brosowske.

Less than four months later, the 27-year-old Brosowske ran for election in Hesperia's newly-formed District Four in what was the first by-district election in the City of Hesperia's then-30-year history, capturing that position on his own, helped, of course, by his status as an incumbent councilman.

With his first actual electoral victory under his belt, Brosowske was seen as finally progressing toward the elected political status Republicans in the inner sanctum felt he deserved and was destined to, such that he would be a candidate – depending on First District Supervisor Robert Lovingood's then-presumed pending determination as to his political future – for either supervisor or assemblyman in 2020, assemblyman or congressman in 2022, congressman most certainly by 2024, and California governor in 2026.

Brosowske was at that point valued for what

he could do in assisting other Republican candidates. In the spring of 2019, Republicans and Democrats alike were looking with anticipation toward 2020, when Democrat Josie Gonzales's 16-year run as supervisor in the county's Fifth District was set to end as the term limits put into place by the voters' passage of Measure P in 2006 would necessitate that she vacate her position. Among those contemplated as potential Republicans to fill that void were West Valley Water Board Member Clifford Young and Fontana City Councilman Jesse Armendarez. Young had occupied the Fifth District supervisor's position for roughly a year in an appointed capacity just prior to Gonzales succeeding him after he was chosen to replace former Supervisor Jerry Eaves, a Democrat, whose conviction on political corruption charges in 2003 required that he resign the post. Armendarez is a member of the Republican ruling coalition on the Fontana City Council led by Mayor Acquanetta Warren. Warren has, despite her GOP affiliation, managed to maintain her political primacy in overwhelmingly Democrat Fontana through aggressive electioneering efforts, including ones in which Brosowske had assisted. Brosowske had previously established a close friendship and strong working relationship with Almendarez, assisting him in 2016 when Armendarez, then a member of the Fontana School Board, had defeated incumbent Councilwoman Lydia Salazar-Wibert in a close race.

In March 2019, Phil Cothran, who is closely aligned with Warren, made a phone call to Clifford Young. Cothran advocated strongly on behalf of Brosowske, suggesting the water district hire him. Clifford Young, who had consistently been opposed to hiring Brosowske, was conscious that the push to hire Brosowske was coming less from Warren and more from Armendarez and Cothran. It

Continued on Page 7

DA Ramos Protected His Political Backer Richards As Long As He Could & Then Indicted His Partner Burum When Things Got Tight Politically from page 4

that Postmus, Biane and then-Fourth District Supervisor Gary Ovitt voted to settle the case for a \$102 million payout to the Colonies Partners. Then-Supervisor Dennis Hansberger and Supervisor Josie Gonzales opposed making the settlement.

Following the settlement, between March 2007 and the end of June 2007, Postmus, Erwin and Gary Ovitt's chief of staff, Mark Kirk, all established political action committees. In that same time frame, Burum and his brother Phil, cut two separate \$100,000 checks from the Colonies Partners' account to the newly-created political action committees set up by Erwin and Kirk; wrote two separate \$50,000 checks to the political action committees established by Postmus; and provided another \$100,000 check to a previously existing political action committee that had been set up by Biane's chief of staff, Matt Brown, and over which both Biane and Brown had control.

Upon taking office as assessor, Postmus created two assistant assessor positions, whereas previously under his predecessor Don Williamson there had been a single assistant assessor post. He filled those positions with Erwin, who had no

previous experience in assessing property for tax purposes, and Adam Aleman, a 22-year-old field representative from his supervisor's office, who had no experience in real estate or assessing property for tax purposes. Erwin, who had differences with Postmus that manifested within six months, left the assistant assessor's position in October 2007. In 2008, Erwin went to work as the chief of staff to Neil Derry, who had been elected Third District San Bernardino County supervisor that year.

By late 2008, Postmus, while serving as assessor, had slipped into the morass of scandal, with word reaching the public that more than ten of his employees in the assessor's office were engaged in partisan political activity, utilizing county equipment and assets in doing so while functioning from county offices, and that he was in the throes of drug addiction.

After his election in 2002, Ramos had served four years without distinction or major event, and was not challenged in the 2006 election. At that point, as one of the county's leading Republicans, Ramos had emerged as the tentative replacement candidate in 2008 for then-Congressman Jerry Lewis, who was serving in the heavily Republican 41st Congressional District and was one of Ramos's closest political associates.

In 2007, it became widely known that the FBI and the US Attorney's Office were carrying out an investigation into Congressman Lewis's relationship with the

Copeland Lowery Jacques Denton & White lobbying firm, headed by Lewis ally and former Congressman Bill Lowery. Lowery and his firm had provided Lewis's campaign fund or his political action committee either directly or through the firm's clients hundreds of thousands of dollars while Lewis, by means of what was then his chairmanship of the House Appropriations Committee and his prior chairmanship of the Defense Appropriations Subcommittee, steered approaching one billion dollars in contracts to clients of Lowery's firm through earmarks and other legislative methods. In addition, the investigation dwelt on two members of Lewis's staff, Letitia White and Jeff Schockey, going to work for Lowery's lobbying firm, earning millions of dollars each, as well as Lewis earmarking \$2.75 million for the "Barracks Row" area of Capital Hill in Washington, D.C., where Lewis and his wife, who was also his chief of staff, owned a three-bedroom home valued at \$943,000.

In 2008, with the investigation still going full-bore against him, Lewis decided surrendering the leverage and advantage being a member of Congress and either the chairman or ranking member of the Appropriations Committee represented would be unwise, and he did not leave Congress and endorse Ramos as was earlier planned. As the investigation continued for another three years thereafter, Lewis ran in 2008 and again in 2010. He spent over \$2.3 million out of his electioneering fund hiring defense attorneys to represent him in the face of the federal investigation. He did not leave office until 2013, at which time the investigation was concluded, and he did not seek reelection in 2012.

His congressional ambition thwarted in 2008 and again in 2010, Ramos was faced with having to seek reelection as district attorney in 2010, at which point two opponents declared against him. Having spent more than seven

years in office with few accomplishments in that time, he latched onto issues relating to Postmus and the Colonies Partners lawsuit settlement as a means of generating publicity to assist in his reelection effort that year.

Joining with then-California Attorney General Edmund G. Brown Jr, Ramos filed criminal charges against Postmus and Erwin in February 2010, alleging the two \$50,000 payments to Postmus' political action committees were bribes in return for his vote to approve the \$102 million settlement, and that the \$100,000 paid to Erwin's political action committee was provided to him as payment for his illegal action in inducing both Postmus and Biane to support the \$102 million settlement. Working on behalf of the Colonies Partners, according to the prosecutors, Erwin put together political mailers depicting Postmus as a drug addict and homosexual and then withheld them in order to blackmail him into voting for the settlement, and Erwin also created another set of mailers exposing Biane as teetering on the brink of bankruptcy and incapable of managing his own financial affairs, such that he was miscast in the role of a member of the board of supervisors overseeing the county's multi-billion annual budget.

The complaint alleged the November 2006 votes to approve the \$102 million settlement were obtained as part of a broad conspiracy that involved five other uncharged and unnamed conspirators, though the identities of the five could be surmised from descriptions of their capacities and their actions, those being Biane, Richards, Burum, Kirk and Patrick O'Reilly, a public relations consultant who had worked for the Colonies Partners.

Both Postmus and Erwin pleaded not guilty to the charges.

Thirteen months later, however, in March 2011, Postmus, who was also facing charges stemming from his abuse of authority while serving in the capacity of assessor, pleaded guilty to four-

teen felony political corruption charges which included bribery, misappropriation of public funds, criminal conspiracy, public office conflict of interest, and perjury, along with a single count of misdemeanor drug possession. He agreed to turn state's evidence and testify against all of the others involved, and cooperate with the investigation of the matter and the prosecution. In the same time-frame, Adam Aleman, Postmus's one-time field representative when he was supervisor who had been elevated to assistant assessor, had been charged criminally as well, pleading to four felonies and agreeing to cooperate in the matter. As someone who was a member of Postmus's staff in 2006 when he was supervisor, Aleman was able to shed light on a number of issues with regard to the settlement. Another member of Postmus's staff at the assessor's office was Greg Eyler, who likewise pleaded guilty and agreed to cooperate in the investigation. Postmus was the star witness before a grand jury that was impaneled and heard testimony in April 2011. Aleman, as well, gave extensive testimony before that body, which returned, in May 2011, a 29-count indictment prepared by the California Attorney General's Office and the San Bernardino County District Attorney's Office, superseding the charges that had been filed against Erwin the prior year. In addition to Erwin, the indictment further named Biane, Burum and Kirk, describing the overt acts in which they were allegedly involved.

There was a difficulty with the indictment from the outset in that nearly four years had elapsed since the last of the acts alleged in it, and more than four years had passed since some of the alleged offenses. As a consequence, some of the charges used less than straightforward language, indeed tortuous wording, in an effort to get around the statute of limitations, which with regard to most of the offenses stood at three years.

For example, the co-

conspirators were not charged with bribery but rather, variously, aiding and abetting Postmus and Biane in receiving and agreeing to receive a bribe, or in the case of Biane, receiving and agreeing to receive a bribe to influence a vote.

The prosecution also pursued a somewhat elliptical charging theory, alleging that the statute had not begun to run until investigators for the district attorney's office learned of the extortion and bribery scheme from Adam Aleman during an interview/interrogation of him in November 2008. That was, in itself, a prevarication, as a group of Upland residents, calling itself Taxpayers For Fair Resolution, which had misgivings about the tactics being used by the Colonies Partners and its legal team during their legal wrangling with the county over the Colonies project, had approached the district attorney's office and Ramos himself directly at the time of the \$102 million settlement to allege it had been tainted by illicit inducements including bribes and kickbacks. Contained in the indictment were charges of conspiracy; aiding and abetting Postmus and Biane in agreeing to receive a bribe to influence a vote, alternately under Penal Code Section 165 and under Penal Code Section 68; agreeing to receive a bribe to influence a vote, alternately under Penal Code Section 165 and under Penal Code Section 68; a violation of Government Code Section 9054, obtaining a thing of value to improperly influence a public official; violating Penal Code Section 182, obtaining money by false pretenses; violating Government Code Section 1090, engaging in a conflict of interest; violating Penal Code Section 424, misappropriation of public funds; tax fraud; tax evasion; perjury; and forgery.

Furthermore, the indictment did not criminally charge either O'Reilly or Richards, who had been, like Burum, Biane and Kirk, described as uncharged co-conspirators in the

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Town Rescinds

Ordinance from front page

park. In 2015, the town repealed the 300-foot restriction, based on legal determinations that such local restrictions on where paroled sex offenders could live were preempted by state law. The town in 2017 revised the ordinance in accordance with a court decision that the 2,000-foot residency restriction only applied to sex offenders while they are on

parole.

Bellucci's suit has spooked the council. In a report dated April 16, Town Attorney Thomas Jex wrote, "Recent case law has called into question the constitutionality of blanket sex offender residency restrictions under Penal Code Section 3003.5(c) and local ordinances."

To head off the possibility of the town having to pay Bellucci substantial legal fees, the council voted 5-to-0 to jettison the ordinance.

-Mark Gutglueck

Last Year, Brosowske Held Office, Had Power & A Sinecure; Now He's Pounding The Pavement *from page 5*

was a delicate matter, as Armendarez recognized that if Brosowske could function from the comfort of a decent-paying job requiring little work, he would be free to devote the attention needed to an intensive campaign that was needed to get Armendarez elected to the Fifth District supervisor's post. Since Young himself had designs on the Fifth District supervisor's slot, Brosowske's work for Armendarez was not explicitly dealt with during the conversation.

At that time, the formerly close political affiliation between Young and the other leading figure on the West Valley Water Board, Michael Taylor, had ended, and an intense rivalry between the two had developed. Taylor, a Republican, saw potential in having a political operative such as Brosowske on the West Valley staff. In May 2019, West Valley Water District General Manager Clarence Mansell, assured that Taylor and board members Kyle Crowther and Don Olinger supported the move, provided Brosowske with a contract to serve as the district's assistant general manager at an annual salary of \$189,592 along with benefits and add-ons valued at over \$62,000 per year.

Brosowske had no experience, no training, held no certificates or licenses, and possessed no expertise in water operations or public agency administration or management.

Word spread immediately that Brosowske's hiring into the post represented a tangible payoff in exchange for a vote or votes Brosowske had made or was expected to make in his position and capacity as a council member in Hesperia, or in exchange for politically-based services he was to render in the future. In the face of the firestorm of controversy engendered by Brosowske's

hiring, those responsible for the action, including Mansell, then-Assistant General Manager Ricardo Pacheco, then-Human Resources Director/Risk Manager Deborah Martinez, Taylor, who was then the board president, board members Clifford Young, Don Olinger, Kyle Crowther and Greg Young (no blood relation to Clifford Young) hunkered into a crouch and refused to field public or press inquiries relating to the hiring.

Of issue in the controversy was that the position Brosowske was given was a political sinecure, an essentially do-nothing job. His assignment as assistant general manager was vague under the terms of his employment agreement and, with the leave of Mansel, he was free to come and go as he chose. Though the employment agreement referenced "certain services," nowhere in the contract were those services or his duties specified or explained.

"[The] district desires to engage the services of Mr. Brosowske as an assistant general manager of the district," the agreement stated. "Mr. Brosowske represents and warrants that he has the skill and ability to serve as assistant general manager and wishes to accept such employment. Mr. Brosowske shall render certain services to [the] district as assistant general manager. Mr. Brosowske shall be an assistant general manager of the district and shall report to the general manager and perform such duties and services as shall be necessary and advisable to manage and conduct the business of the district, subject at all times to all applicable law(s) and board decisions, as well as the consent, approval and direction of the board. Mr. Brosowske will devote his full time and attention to the performance of his duties and to district business affairs. Mr. Brosowske shall report to the general manager and district's offices for work under one of the district's approved work schedules and at such other times as may be necessary

to discharge his duties, except when away on district business, or as otherwise excused such as vacations and holidays. Notwithstanding the foregoing, Mr. Brosowske agrees that he will report to work when necessary to district's operations, regardless of regularly scheduled hours to the extent such attendance is reasonably possible. Mr. Brosowske may devote a reasonable amount of time to professional water district and community related activities, so long as the time devoted to these other activities does not interfere with the performance of his duties to the district. Participation at those professional and other organizational activities will be subject to review and approval by the general manager. This agreement shall in no way be interpreted as prohibiting Mr. Brosowske from making passive personal investments and/or attending to such other personal business affairs, provided that such personal investments and/or private business affairs in no way interferes and/or conflicts with his duties and responsibilities as assistant general manager and/or the needs and best interests of the district."

The agreement specified a six-month probationary period for Brosowske, who was designated an "at-will" employee. Under the agreement, if he were to be terminated with cause cited, he was to be provided no severance stipend. If terminated without cause cited, he was entitled to a severance stipend equal to three to six months salary. The agreement called for the district supplying Brosowske with a cell phone, laptop computer, iPad, either a district vehicle or \$600 per month vehicle allowance, holiday and vacation pay, sick leave, life insurance, medical coverage, dental coverage, vision coverage, travel expenses, and educational and/or tuition reimbursement up to \$5,000 annually.

Meanwhile, in Hesperia, a move to recall Bill Holland, who had been instrumental in

Brosowske's original appointment to the city council which had led to Brosowske being properly positioned to gain election to the council in his own right in 2018, developed, sponsored by individuals who had bankrolled Postmus, Mountain States Consulting, Next Generation Holdings and Brosowske during the effort to reestablish Postmus as a viable political force and to actuate Brosowske as an officeholder. When Brosowske declined to stand up to defend Holland against the recall, that put him in Dutch with a majority of the city council, which no longer counted Russ among its members after his defeat in the 2018 election. Moreover, revelations that a substantial amount of the money that had passed into the hands of Postmus/Mountain States/Brosowske/Next Generation and then into various political campaigns had originated with entities seeking to establish cannabis-related business operations in Hesperia and elsewhere resonated poorly with a large segment of the Hesperia population, which looked down upon the liberalization of regulations relating to marijuana in California, and were still hoping to stem the pro-cannabis tide and keep such businesses from being established in their city. They wanted to keep the drug, which previous to 2016 was legally available in California only for medical use but which can now be with the assent of local authorities sold locally for its intoxicative effect or recreational use, from flooding their streets. In Hesperia, one of the six of San Bernardino County municipalities where Republicans yet outnumbered Democrats, that was not a popular, or relatively popular, stance. Brosowske then committed what is best described as an inexplicably contrarian faux-pas: After having established himself as a Republican whose political future was closely identified with the GOP, he announced when he was questioned about the marijuana issue that he was not actu-

ally a Republican, but a libertarian who believed marijuana should be accepted as a staple of, if not American, then California, life. Like Jesus Christ, who had been triumphantly welcomed into Jerusalem on Palm Sunday only to be scourged and crucified the following Friday, Jeremiah Brosowske had been accoladed with the Hesperia City Council's acceptance of him among their ranks by appointment in 2018 followed by the honorific of being elected to the council by the residents of the city's Second District later that year, only to be removed from office by the city council in 2019. On September 3, 2019, the city council, acting on reports that Brosowske was not regularly living in his apartment at 16784 Sultana Street in Hesperia, sleeping there only on the evenings of the first and third Tuesdays of each month and otherwise cohabiting at all other times with his girlfriend in Rancho Cucamonga, voted 3-to-2 to remove him as the city's District Four councilmember. The only votes against doing so were Brosowske's own and that of Rebekah Swanson.

Brosowske went down swinging on September 3, having hired Chad Morgan, one of California's leading attorneys with regard to the quo warranto process relating to the removal of elected officials from office, to represent him. Thereafter, he essentially peaceably accepted what the city council had done to him, acquiescing in not attending the meetings and resigning himself to the council appointing the woman he had defeated in the November 2018 election, Brigit Bennington, to replace him. He yet awaits the quo warranto application that could potentially restore him to the council to play out at with the California Attorney General's office.

Brosowske's once grandiose political future had hit a snag. Nevertheless, in Rialto, he carried on as best he could. To pay the debt he owed for having been given a quarter-of-a-mil-

lion-dollar-per-year-all-told position he was not truly qualified to hold, he found himself engaged in September and then October in an effort to assist Michael Taylor, who was locked in a bitter power struggle with Clifford Young for the control of the district. The district holds its elections in November of odd-numbered years. Though the district, which includes a significant portion of Rialto, a swathe of Fontana, all of Bloomington, a small slice of Colton and a strip of unincorporated northern Riverside County, is saturated with Democratic voters, four of its five board members before the election were Republicans. Now, after the election, the Republicans yet hold that 4-to-1 advantage. Three positions on the board were up for election in November. One of those was held by Kyle Crowther of Fontana, a Republican who was aligned with Taylor. Another position being contested was that held by Don Olinger, the board's only Democrat, who had previously been isolated on the board against his four Republican colleagues, but who had aligned himself with Taylor and Crowther when the split among the Republicans had manifested in 2018. The other district post up for grabs in November 2019 was that one held by Greg Young, a Republican first elected to the board in 2015, who had remained affiliated with Clifford Young. Taylor's objective in the November 2019 election was to see to it that Crowther and Olinger remained in place and that Greg Young was voted out of office. Brosowske was naturally in Crowther's camp based upon Crowther's affinity for Brosowske's friend Almendarez. Brosowske was thus primed to assist Taylor in at the very least maintaining his tenuous 3-to-2 hold on the board or, better, ousting Greg Young and replacing him with the candidate Taylor had succeeded in finding to challenge Greg Young, Angel Ramirez. Ramirez ran campaigns and election activities

Continued on Page 9

Public Notices

ing or personal delivery to you of a notice under Section 9052 of the California Probate Code. Other California statutes and legal authority may affect your rights as a creditor. You may want to consult with an attorney knowledgeable in California law.

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

Attorney for Petitioner: William L. Banning, Esq. 16409 Via de Santa Fe, Rancho Santa Fe, CA 92067

Telephone No: 858.756.0056 San Bernardino County Sentinel 4/17/20, 4/24/20, 5/1/20

FBN 2020----- The following person is doing business as: NOTARIZE DOCS 4 U [and] MOSLEY BUSINESS SOLUTIONS 721 N SAN ANTONIO AVENUE UPLAND, CALIF 91786 DOAQUIN MOSLEY 721 NORTH SAN ANTONIO AVENUE UPLAND, CA 91786 Mailing Address: 333 E ARROW HIGHWAY, #1107 UPLAND, CA 91785

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/ DOAQUIN MOSLEY This statement was filed with the County Clerk of San Bernardino on: 04/14/2020 I hereby certify that this is a correct copy of the original statement on

Hired As A Manager, Brosowske Served As A Political Operative from page 7

for both Armendaraz and Cothran in Fontana. He had also been Phil Cothran's alternate on the Republican Central Committee. Together with Naseem Farooqi, the West Valley Water District's public affairs manager, Brosowske worked with Ramirez on his campaign against Greg Young.

Brosowske, who had burned his bridges with one faction of Hesperia's Republicans by lending moral support to the effort to recall Holland and by his remarks indicating he was unopposed to the marijuanaification of Hesperia, yet had entrée with influential members of the Republican Central Committee. In what was for some a startling turn of events, Brosowske and others militating on behalf of Ramirez managed to have the San Bernardino

Public Notices

file in my office. Began Transacting Business: 01/01/2020 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 4/17/20, 4/24/20, 5/01/20 & 5/08/20

FBN 20200002823 The following person is doing business as: NEW ENGLAND DWELLING 711 S DATE AVE RIALTO, CA KADESHA P ENGLAND 711 S DATE AVE RIALTO, CA

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/ Kadesha England

This statement was filed with the County Clerk of San Bernardino on: 03/03/2020

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

Began Transacting Business: 03/01/2020 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 4/17/20, 4/24/20, 5/01/20 & 5/08/20

County Republican Central Committee, of which Greg Young had been a longstanding member energetically supporting Republican candidates and causes, forsake Greg Young and instead endorse Ramirez. In what was intended to be the coup de grâce, Taylor put up \$19,128.04 to help Ramirez, using money from his own campaign fund that went either directly to Ramirez's campaign or which was spent to pay for pro-Ramirez materials provided by a third party or independent expenditure committee.

Simultaneously, Taylor was pulling out all of the stops to keep the Democrat Olinger on the board.

Taylor secured Crowther's assistance in pursuing that objective. Crowther transferred \$3,000 from his electioneering fund into Taylor's political war chest, and \$2,500 to the Inland Empire Taxpayers Association. Taylor then used his campaign treasury to provide Olinger with \$22,620.48 worth of con-

Public Notices

FBN 20200003925 The following person is doing business as: JJ GRILL; 59 MILLIKEN AVE., SUITE #101, ONTARIO, CA 91761; BJ SOFT INC., 59 MILLIKEN AVE., SUITE #101, ONTARIO, CA 91761 The business is conducted by: A CORPORATION The registrant commenced to transact business under the fictitious business name or names listed above on: APRIL 01, 2015 By signing, I declare that all information in this statement is true and correct. A registrant who declares as true information which he or she knows to be false is guilty of a crime (B&P Code 179130. I am also aware that all information on this statement becomes Public Record upon filing. s/ BAESAENG LEE, CEO Statement filed with the County Clerk of San Bernardino on: 04/13/2020 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 04/17/2020, 04/24/2020, 05/01/2020, 05/08/2020 CNBB16202001MT

FBN 20200003924 The following person is doing business as: G AND E TRUCK REPAIR; 250 NORTH LINDEN AVE., SPACE 76, RIALTO, CA 92376 JOSE A. EUSEBIO, 250 NORTH LINDEN AVE., SPCAE 76, RIALTO, CA 92376 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/ JOSE ARMAN-

Published in the San Bernardino County Sentinel 04/17/2020,

Public Notices

DO EUSEBIO, OWNER Statement filed with the County Clerk of San Bernardino on: 04/13/2020 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 04/17/2020, 04/24/2020, 05/01/2020, 05/08/2020 CNBB16202002MT

FBN 20200003923 The following person is doing business as: SUNRISE CONTRACTORS; 219 S. RIVERIDE AVE., #184, RIALTO, CA 92376; MARCOS DIAZ CORTES, JR; 219 S. RIVERIDE AVE #184, RIALTO, CA 92376 The business is conducted by: AN INDIVIDUAL The registrant commenced to transact business under the fictitious business name or names listed above on: 12/28/2016 By signing, I declare that all information in this statement is true and correct. A registrant who declares as true information which he or she knows to be false is guilty of a crime (B&P Code 179130. I am also aware that all information on this statement becomes Public Record upon filing. s/ MARCOS DIAZ CORTES, JR; OWNER Statement filed with the County Clerk of San Bernardino on: 04/13/2020 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 04/17/2020, 04/24/2020, 05/01/2020, 05/08/2020 CNBB16202004EM

Published in the San Bernardino County Sentinel 04/17/2020,

04/24/2020, 05/01/2020, 05/08/2020 CNBB16202003MT

FBN 20200003922 STATEMENT OF ABANDONMENT OF USE OF FICTITIOUS BUSINESS NAME STATEMENT The following person is doing business as: TEAM FREIGHT TRANSPORT; 15222 LILAC ST., HESPERIA, CA 92345; HUMBERTO C. JOVEL; 15222 LILAC ST., HESPERIA, CA 92345, JOSE A. RAMIREZ, 15222 LILAC ST., HESPERIA, CA 92345 The business is conducted by: A GENERAL PARTNERSHIP This statement was filed with the County Clerk of San Bernardino County on 09/202017.

Published in the San Bernardino County Sentinel 04/17/2020,

Public Notices

04/24/2020, 05/01/2020, 05/08/2020 CNBB16202003MT

FBN 20200003921 The following person is doing business as: BEACH TO HILLS HOMES; 15931 JANINE DR., WHITTIER, CA 90603; SHANNON BROWN REAL ESTATE GROUP, INC; 15931 JANINE DR, WHITTIER, CA 90603 The business is conducted by: A CORPORATION The registrant commenced to transact business under the fictitious business name or names listed above on: OCT. 18, 2019 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/ SHANNON COLETTE BROWN, PRESIDENT Statement filed with the County Clerk of San Bernardino on: 04/13/2020 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 04/17/2020, 04/24/2020, 05/01/2020, 05/08/2020 CNBB16202004EM

Published in the San Bernardino County Sentinel 04/17/2020,

04/24/2020, 05/01/2020, 05/08/2020 CNBB16202005EM

Published in the San Bernardino County Sentinel 04/17/2020,

Public Notices

Original File#FBN20170010680 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/ HUMBERTO C. JOVEL, GENERAL PARTNER Statement filed with the County Clerk of San Bernardino on: 04/13/2020 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 04/17/2020, 04/24/2020, 05/01/2020, 05/08/2020 CNBB16202005EM

FICTITIOUS BUSINESS NAME STATEMENT FILE NO- 20200003735

The following person(s) is(are) doing business as: Vanevenhoven Real Estate & Investments Group; The V-Team; The Vanevenhoven Team; The VTeam; Vanevenhoven Group; Vanevenhoven Investments Group, 8885 Haven Ave, Suite 200, Rancho Cucamonga, CA 91730, Mailing Address: 8885 Haven Ave, Suite 200, Rancho Cucamonga, CA 91730

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.

Published in the San Bernardino County Sentinel 04/17/2020,

Public Notices

s/ Vance Vanevenhoven This statement was filed with the County Clerk of San Bernardino on: 3/31/20

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

Began Transacting Business: 11/01/16 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).

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FICTITIOUS BUSINESS NAME #20200003803

The following person(s) is(are) doing business as: PALO SOLO TRANS 7607 VIOLA CT FONTANA, CA 92336

ARNULFO PINON 7607 VIOLA CT FONTANA, CA 92336 Mailing Address: 7607 VIOLA CT FONTANA, CA 92336 Business is Conducted By: AN INDIVIDUAL

Signed: BY SIGNING BELOW, I DECLARE THAT ALL INFORMATION IN THIS STATEMENT IS TRUE AND CORRECT. A registrant who declares as true information, which he or she knows to be false, is guilty of a crime. (B&P Code 17913) I am also aware that all information on this statement becomes Public Record upon filing.

S/ Anulfo Pinon This statement was filed with the County Clerk of San Bernardino on: 04/03/2020

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

Began Transacting Business: 09/12/2003

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).

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tributions, in-kind support or other financing in his campaign, including purchasing electioneering materials in the form of ads or mailers for Olinger.

While Taylor and Crowther were crossing the partisan line in supporting the Democrat Olinger, theirs was a venial rather than a mortal sin, since Olinger's opponent, Channing Hawkins, was also a Democrat.

During the campaign, evidence surfaced, consisting of some form of electronic media, showing that Brosowske was engaged in work on the premises of the West Valley Water District Headquarters at 855 West Baseline Road in Rialto on behalf of one of the district's board candidates. Within days, there were follow-up reports that Brosowske was actively working on behalf of Olinger against Hawkins as well as for Angel Ramirez against Greg Young. In the wake of the accusation that he was engaged in partisan electioneering activity

during work hours performed at the district's premises, there were calls for Brosowske's suspension. With the outcome of the election yet in doubt, no move to suspend or sack Brosowske ensued.

Despite the best efforts by Taylor, Crowther and Brosowske, ultimately Hawkins prevailed in the race, defeating Olinger convincingly with 623 votes or 64.83 percent in the district's Division 4 race to Olinger's 338 votes or 35.17 percent cast on November 5. Equally disappointing to the trio was that Greg Young was able to hold off Ramirez and another candidate in the race, Jackie Cox. Greg Young garnered 340 votes or 52.63 percent to Ramirez's 230 votes or 35.6 percent and Cox's 76 votes or 11.76 percent. Crowther, with 282 votes or 53.41 percent, hung onto his board position, defeating Betty Gosney and Linda Martinez with 32 or 6.06 percent and 211 votes or 39.96 percent, respectively.

After the November

electoral victories by Hawkins and Young, there was widespread anticipation that Brosowske's firing would follow. Nevertheless, Brosowske's six month anniversary with the district elapsed in November, some two weeks after the election, and with it Brosowske's probationary period.

In December, on the same day that Hawkins was sworn in as a board member, he was elevated, in a somewhat uncommon move, to the position of board president. Normally, the honorific of being selected by one's colleagues to head a governing board as chairman or president or appointed mayor is not conferred upon an elected official until he or she gains some degree of experience in office.

In December, Hawkins, who had run on a reformist platform, quietly and without involving the other board members, directed West Valley Water District General Manager Clarence Mansell to retain the public relations firm

of ChamberlaynePR, owned by Charles Chamberlayne, to undertake certain communications services for the district. The initial installment of that contract, as awarded by Mansell using his authority to enter into contracts or make expenditures of \$25,000 or less without board approval, committed to paying ChamberlaynePR \$23,000 before the board revisits the matter to determine if the contract should be extended.

While an assignment Chamberlayne was tasked with was coordinating the district's communication with regard to its response to the coronavirus crisis, it was revealed last month that Charles Chamberlayne was making an assessment of the district's communication function, what was referred to as "external affairs." Of note was the concern that there was some degree of overlap and redundancy in terms of the district's communications functions. Mansell

Continued on Page 11

Jury Accepted That Purchasing Political Influence Is Permissible *from page 6*

criminal complaint filed against Postmus and Erwin in 2010. In particular, omitting Richards, the mastermind of the influence-purchasing element of the Colonies Partners' pre-settlement activity, while indicting Burum, whose involvement in at least some respects did not rise to that of his older and more politically experienced and politically connected partner, was glaring. There was an undeniable political element to the case in that Richards was well-recognized as a major financial backer of multiple politicians, including Ramos. Moreover, he had been a member of both the San Bernardino County and California Republican Central Committees. Word spread that Ramos had excluded Richards from the indictment for those reasons as well as because San Bernardino County Chief Executive Officer Greg Devereaux, who exercised a degree of control with regard to the district attorney's office's budget and who was a friend of Richards and like him a graduate of West Virginia University, had requested that the district attorney do so.

Of note, as well, was that the indictment did not name Matt Brown, who had been Biane's chief of staff, though it named Kirk, who had been the chief of staff to Gary Ovitt, the third supervisor in addition to Postmus and Biane whose vote had been crucial to the passage of the \$102 million settlement. Just as Kirk had set up a political action committee into which a \$100,000 check from the Colonies Partners had been deposited in the months following the settlement being ratified by the board of supervisors, Brown had created the political action committee, over which he and Biane had control, which had received another \$100,000 check from the Colonies Partners alleged to be a bribe to Biane.

Over the next five-and-a-half years there was vigorous pretrial sparring between the prosecution and defense attorneys for all four of the defendants, with the heavy lifting being done by Burum's lead attorney, former Federal Court Judge Stephen Larson. Motions to dismiss the case entirely or to dismiss specific charges were made, some of which were granted and some of which were rejected by Superior Court Judge Brian McCarville. McCarville's rulings were appealed to California's Fourth District Court of Appeal, which reinstated some of the charges that McCarville had thrown out and dismissed some of the charges that McCarville had let stand. There were further delays while those rulings were appealed to the California Supreme Court.

In early 2016, Larson sought to convince Judge Michael A. Smith to have the indictment thrown out on the basis of prosecutorial misconduct, based on his contention that the prosecution, consisting of the San Bernardino County District Attorney's Office and the California Attorney General's Office working in tandem, withheld exculpatory evidence from the indicting grand jury in April 2011. Upon Judge Smith rejecting that request, the matter progressed up the judicial appeal chain until in August, 2016 the California Supreme Court rejected the last stab by the defense to have the indictment dismissed before the case went to trial.

In December 2016, jury selection for the case was undertaken and competed, and the case went to trial before Judge Smith in January 2017. Two juries had been impaneled, one to hear the case against Burum, Biane and Kirk, and the other to determine Erwin's fate. That bifurcation took place so that evidence inadmissible against Burum, Biane and Kirk but admissible against Erwin, which included his statements to investigators as a search warrant was being served at his home

in 2009, could be considered by Erwin's jury but could also be kept from the jury hearing the case against the other three.

A total of 39 witnesses were heard from. Brown, who had offered testimony that had been damning to Biane before the grand jury in 2011 and who at one point had utilized a hidden recording device to record dozens of conversations with Biane in 2009 and 2010, proved uncooperative when he was called upon to testify at the trial.

Both Postmus and Aleman provided key testimony that undergirded the charges against the four defendants, supporting the accusation that Burum and Erwin had teamed up to blackmail Postmus and Biane to extort them into voting for the settlement. Aleman maintained that the \$100,000 that Postmus and Biane each received in donations to their political action committees were rewards/kickbacks for that support. Postmus in his testimony acknowledged that the two \$50,000 checks he had received had come to him as a consequence of his vote to support the settlement, but stopped short of acknowledging the \$100,000 being a bribe, *per se*.

The defense, primarily in the form of one of Burum's attorneys, Jennifer Keller, succeeded in emphasizing Postmus's admission of heavy methamphetamine use in the 2005 through 2009 time period, and Keller thereby inculcated doubt in the jury with regard to the accuracy of Postmus's recollections. Defense attorneys for all four defendants made a full court press in seeking to attack the character and credibility of Aleman, which in some measure undercut the heart of the case, as Aleman's testimony was a central and perhaps even the most powerful element of the prosecution's case.

Ultimately, after testimony from prosecution witnesses that lasted until August and the decision by all of the defense attorneys not to put their respective clients on

the stand nor call any defense witnesses, the defense conceded in its closing arguments that efforts to influence the county's decision-makers with regard to the Colonies at San Antonio residential and Colonies Crossroads commercial subdivisions and settling the ongoing litigation had taken place, but it was strongly asserted that such activity was permissible and constitutionally protected. The defense insisted that the more lurid details of the case, including allegations of extortion and bribery, were outright fabrications that formed the basis of a falsified narrative the prosecution was attempting to sell to the jury.

With the case in the hands of both juries after nearly eight months in trial, in relatively short order, the jury hearing the case against Burum, Biane and Kirk returned not guilty verdicts on all the remaining charges against those three. The deliberations in Erwin's case were a bit more protracted. After multiple days of deliberations, Erwin's jury was unable to reach a verdict on any of the charges.

After contemplating retrying Erwin, the prosecution elected to dismiss the charges against him.

In the weeks and months after the acquittals and Erwin's dismissal, each of the four former defendants filed claims against the county alleging reckless and malicious prosecution, as did the Colonies Partners itself as a separate entity.

Starting in March, 2018, a series of federal lawsuits were then filed against the county by the defendants and the Colonies Partners, which consisted of one by the Colonies Partners alleging \$80 million in damages, another by Burum seeking \$50 million in damages, one by Erwin seeking to recover \$25 million, one by Kirk seeking \$40 million and another by Biane seeking \$10 million.

The suits allege malicious prosecution, false arrest/imprisonment, fabrication of evidence, fabricated testimony,

withholding of evidence, a tainted indictment, negligence, intentional infliction of emotional distress, retaliation, political retribution, irresponsible investigation, conspiracy, breach of contract, intimidation, harassment and civil rights violations. The cases have been consolidated and are to be heard together before U.S. Federal Judge Jesus Bernal in Riverside.

The Colonies Partners and Burum are represented by Larson; Erwin is represented by Raj Maline, who served as his defense attorney during the criminal trial; Kirk is represented by Peter Scalisi, who served as his defense attorney at trial. Biane, who was represented in the criminal matter by Mark McDonald, is represented in his federal civil suit by Dale Galipo.

Those named as defendants in the federal civil suits are the County of San Bernardino; former District Attorney Michael Ramos, district attorney's office investigators Hollis Randles and Robert Schreiber, and Supervising Deputy District Attorney R. Lewis Cope, who prosecuted the case against the defendants in 2017 in conjunction with California Supervising Deputy District Attorney Melissa Mandel. Ramos is no longer district attorney, having lost his bid for reelection in 2018, largely on the strength of an intensive campaign against him by one of his former prosecutors, Jason Anderson, whose successful electioneering effort was heavily funded by Burum and his associates.

Among the factors that contributed to the decisions to file those civil suits was the provision – that is, the leaking – of communications between District Attorney Michael Ramos and certain individuals including members of the prosecution team relating to various aspects of the criminal case, the decision-making process pertaining to it and the general atmospherics enveloping the case.

Indeed, Ramos's stance in relation to the Colonies Partners

and the settlement case transmogrified significantly over time, as during his initial run for district attorney in 2002 he had drawn a significant amount of his campaign funding from the Colonies Partners and had therefore sought, successfully, to shield the company and its employees and agents from any investigative scrutiny or being subjected to his office's prosecutorial authority. In the run-up to the 2010 election, however, his loyalty toward his former patrons was overcome by the political necessity of making a strong case for his reelection, and he thus began pressing his staff to launch a prosecution of Postmus and Erwin so it could be trumpeted as one of his accomplishments.

In the march toward trial in federal court, which was previously scheduled to be heard as early as this month but which has now been pushed back at least until September because of the suspension of the court's calendar due to the COVID-19 crisis, it has become clear that Ramos, as the central defendant in the case, endeavored to hide evidence that might suggest the drive to prosecute the four defendants who went on trial in 2017 arose as much out of both personal vindictiveness and political expedience as it did from a straightforward professional analysis of the actions leading to and facts surrounding the 2006 settlement.

According to a motion for sanctions against the county and Ramos filed by Larson in November 2019, Ramos engaged in what Larson termed "spoliation of evidence based on defendants' deletion of emails in Ramos's campaign account, mike@joinmikeramos.com, and deletion or non-production of text messages from Ramos's personal cellular phone. Plaintiffs believe this ESI [electronically stored information] is relevant to their claims against defendants, because the ESI would tend to show Ramos viewed Burum as a political enemy and

Continued on Page 11

WVWD Board President Acknowledges Brosowske Was Unqualified To Serve As Assistant General Manager

from page 9

is authorized to make official statements on behalf of the district. The district some months back gravitated to modifying Brosowske's title to that of Assistant General Manager for External Affairs, which included the assignments of interacting with other governmental entities and supervising the district's communication and public information and publicity divisions. The district also employs a public affairs manager, Naseem Farooqi, as well as a crew of customer service representatives.

During the district board's closed session at its April 16 meeting, Charles Chamberlayne and his firm provided the assessment report for external affairs. While the report is not public, and the board voted to postpone the public presentation of the findings from that evening until the next board meeting to give themselves time to review the report, the *Sentinel* has learned that Chamberlayne was scathing in his assessment of the district's overall communication performance, laying responsibility for those shortcomings at the feet of both Mansell and Brosowske.

Brosowske, after having either been provided with a copy of the report or being given a description of its contents and conclusion or in any case sensing the nature of the findings, offered a separation agreement at the Thursday evening April 16 meeting effective Friday April 17, agreeing to part ways with the district. It was reported out from the board's closed session that the board voted 4-to-0, with Greg Young abstaining, to accept his offer.

Greg Young, while saying he welcomed Brosowske's departure, told the *Sentinel*, "I abstained because I felt the offer was too high given the report we had

just received, which was devastating in its assessment of Mr. Brosowske's leadership."

Simultaneous with, or shortly after Brosowske's departure, Human Resources and Risk Manager Deborah Martinez and Board Secretary Crystal Escalera also entered into separation agreements with the district.

Farooqi, in his capacity as the district's public affairs manager, said, "Under a cooperative effort led by the board of directors, the WVWD [West Valley Water District] is working to improve accountability and services for ratepayers, which involves an unprecedented and collaborative process to reorganize staff from management to entry-level positions and reassess roles and responsibilities. Over the past few days, WVWD made significant operations and staff changes, which includes separation agreements that allow the organization to reorganize and hire highly-qualified and experienced staff. Under contract obligations instituted by previous administrations years ago, the WVWD is contractually obligated to pay six-months severance to all executive employees. With this and the novel COVID-19 pandemic in mind, the board provided some additional terms to these agreements."

Hawkins said, "There is still much more work to be done, but the days of unqualified and incompetent management and services are over. I'm proud to work alongside our water district's board members to reevaluate, reorganize and hire highly-experienced and qualified professionals to do the job right. Over the next few weeks, we will continue to work together to improve accountability, transparency and fiscal responsibility for West Valley ratepayers."

Crowther said, "I sincerely thank them for their hard work and dedication to serving our ratepayers. As we begin to evaluate which positions are critically needed, we will continue the new directives we have

implemented, including providing the human resources department the authority to complete the hiring process. We have full confidence in their ability to ensure we have highly-qualified employees to improve services for our ratepayers."

Clifford Young said, "It's time that we begin moving the water district in a new direction. It's what our water district needs and what our ratepayers deserve. We need to be fiscally responsible, which is why I will only support filling critically-needed positions with qualified and experienced professionals."

According to Farooqi, in the case of Brosowske, "The district was contractually obligated to pay six months' severance of base salary only and payout of all unused vacation and leave. The district paid those amounts. In recognition of the emergency we are in and the fact that this employee would be without employment during this crisis, among other reasons, the district agreed to three additional months of severance for Mr. Brosowske

and agreed to reimburse him \$5,000 to repay educational loans he incurred while at the water district taking water-related courses. The total amount for the three months of severance and tuition reimbursement is \$54,961.60."

Thus, Brosowske is to receive, or has already received, a full severance package of \$154,884.80.

In the case of Martinez, according to Farooqi, "The District was contractually obligated to pay six months' severance of base salary only and payout of all unused vacation and leave." Owing to the coronavirus threat, Farooqi said, "the district agreed to three additional months of severance for Mrs. Martinez and to pay the equivalent of nine months of continuing health care coverage for her so that she is not without health insurance during this public health emergency. The total amount for the three months of severance and health coverage is \$52,720.38. The water district also agreed to provide a letter of recommendation to Ms. Martinez."

Similarly, with regard

to Escalera, Farooqi said, the district is providing her with sixth months of continuing health coverage and a payout of six months of her salary, which he did not specify. He also said the district is reimbursing her \$7,000 for tuition "for courses she took while at the water district."

According to Farooqi, Chamberlayne recommended the board consider, "a strategic communications plan" which "will include month-by-month information detailing customer service related communications, announcements, newsletters, social media posts, events, community outreach, etc." and "detailed budget information, resources, and defined roles."

In his suggestions for restructuring the external affairs department, Chamberlayne alluded to Brosowske, noting "WVWD was the only water district in a comprehensive survey of water districts to have an assistant general manager responsible for meter reading, customer service, public affairs, and conservation. Previously, the assistant general

manager was a bottleneck in project progress." Chamberlayne said consolidating Brosowske's former function into that of a "general and human resources manager will create and implement an organizational structure for a communications-related department in which there is no ambiguity regarding direct reports."

The departure of Brosowske from the West Valley Water District has now focused attention on the staffing choices made by San Bernardino County Third District Supervisor Don Rowe, who is employing three known political operatives – Matt Knox in the position of her chief of staff; Dillon Lesovsky as her policy advisor; and Suzette Swallow as her communications director.

There is concern that Knox, Lesovsky and Swallow will be detailed by Rowe to work, while being paid as public employees, on Jay Obernolte's campaign for Congress and Thurston Smith's campaign for Assembly in the upcoming November election.

-Mark Gutglueck

It Was No Big Deal That Former DA Routinely Deleted His Messages & Emails, Lawyer Insists

from page 10

abused his position in the DA's office to investigate [the] Colonies [Partners] and Burum and to eventually prosecute Burum and others."

In support of his contention that the information that was deleted or not produced was likely relevant to the case the plaintiffs are seeking to make, Larson provided the court with some of the leaked emails and text messages which contained references to the plaintiffs in the civil case when they were defendants in the criminal case. Ramos's language or characterizations, Larson said, "appear to be overzealous or politically charged." Larson further noted that Ramos on occasion used

two of his campaign's email accounts "to discuss investigative and prosecutorial actions" rather than utilizing the means of communication available to him as district attorney, thereby blurring his professional prosecutorial function and his political activity.

In making the motion, Larson pointed out that the "spoliation occurred because Ramos shut down the campaign website and emails located at mike@joinmikeramos.com in 2018, after litigation had commenced, and never produced texts from his personal cellular phones."

The legal team representing the county, Ramos and the other named defendants, headed by Charles Slyngstad of the law firm of Burke, Williams & Sorensen, did not dispute that the campaign email account was "closed" shortly after June 2018, when Ramos lost his bid for reelection as district attorney and that the mike@joinmi-

keramos.com account is no longer accessible. The county's legal team also maintains that Ramos routinely deleted texts off of his cellular phone, doing so as a matter of course. The defendants asserted that the plaintiffs had not shown evidence of prejudice or the intent required to warrant the imposition of sanctions, and that as district attorney, Ramos had forwarded emails relevant to the district attorney's office's function to his employees, who at that time were involved in prosecuting the four plaintiffs. Furthermore, in a declaration in response to the motion that Larson had filed, Ramos disputed knowing or understanding he was under any obligation to preserve text messages. Slyngstad claimed that Ramos routinely deleted text messages when he received and read them, and that Larson had failed to explain what duty the county may have had with regard to

Ramos's campaign email account and personal cellular phone. It was untrue, Slyngstad maintained, that the county had engaged in the spoliation Larson described. Since the plaintiffs already possess emails and text messages that originated from Ramos or were passed through by him, according to Slyngstad, Larson's motion was essentially pointless, and the emails and text messages the plaintiffs characterize as missing do not hamper the plaintiffs from proceeding with their case.

According to Larson, the county and Ramos were put on notice in October 2017 that the plaintiffs were purposed to sue the county over the ordeal Burum and the Colonies Partners had been put through.

The range of sanctions that Larson had sought to be applicable if his motion was granted included a terminating

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As One Steeped In The Law, Former DA's Claim He Didn't Know He Wasn't Supposed To Destroy Evidence Is Not Credible, Judge Determines *from page 11*

one, meaning entering a default judgment in favor of Burum and the Colonies Partners, thus concluding the two lawsuits involving Burum and the Colonies Partners, which seek a total of \$130 million from the county, in the plaintiff's favor.

U.S. District Court Judge Jesus G. Bernal will oversee the suits when they go to trial. He routed the motion filed by Larson to U.S. Magistrate Judge Shashi H. Kewalramani to evaluate it and make determinations, findings and a recommendation.

Judge Kewalramani determined that the county had an obligation to keep Ramos's text messages sent and received from his personal cell phone and emails from his two campaign accounts intact. The judge rejected Ramos's assertion that he did not know he was required to preserve his text messages or emails, which as a lawyer he had to recognize constituted critical evidence in the federal suit.

"At the outset, neither party contests that the electronically stored information was deleted by Ramos from Ramos's personal cellular phone and as a result of closing down the mike@joinmikeramos.com e-mail account," Judge Kewalramani stated in his ruling. "Here, plaintiffs believe the ESI [electronically stored information] has been irretrievably lost because of their own investigation and defendants' admissions that the emails in Ramos's mike@joinmikeramos.com were deleted in 2018 and one of the campaign accounts was closed, that any pre-2016 text messages were lost when Ramos obtained a new cellular phone, and that text messages between 2016-2018 were lost because Ramos regularly deleted them off of his phone. Specifically, plaintiffs point to their limited success retrieving the emails from other custodians, and note, for example, one recipient of emails from Ramos pur-

portedly utilized a program that auto-deletes emails every six months. To the extent other custodians have the emails, plaintiffs argue, it is 'telling' that they have failed to produce those emails. Defendants state that they have searched the electronic data maintained by the county for Ramos and other defendants and non-parties, that several individual defendants (not including Ramos) have produced documents from their respective personal email accounts and text communications, and that third parties have produced documents in response to plaintiffs' subpoenas seeking personal records relating to, among other things, communications with Ramos. The relevant questions are then whether the missing ESI is relevant and whether it is irreplaceable. With respect to the irreplaceable nature of the ESI at issue, ESI 'often exists in multiple locations,' and plaintiffs have not proffered expert testimony as to whether the email account and the texts can be restored or replaced with additional discovery. Plaintiffs did, however, provide evidence that they tried to retrieve the lost ESI from third parties. On the other hand, Ramos's declaration makes clear that he deliberately deleted the text messages and canceled the email account, resulting in destruction. Further, it does not appear that... the county, Ramos, [or] Ramos's counsel made any attempts to preserve the ESI. Defendants' arguments that ESI in these locations was not relevant and was cumulative, however, is based on conjecture. Plaintiffs at least cite to evidence from these two sources, and obtained from other sources, that show they are relevant to the issues in this case. Based on this evidence, there is sufficient information to find that the ESI was lost."

Judge Kewalramani's analysis continued,

"Routine destruction constitutes spoliation where a party 'had some notice that the documents were potentially relevant to the litigation before they were destroyed.' An entity and employee defendants can both be under a duty to preserve, and therefore culpable for spoliation of ESI, even if one or the other is directly responsible for the destruction of evidence. 'A non-party's spoliation of evidence may be imputed to a party who did not engage in spoliation.' Plaintiffs argue defendants should have reasonably anticipated litigation by October 2017, when county counsel advised the board of supervisors about potential litigation related to the unsuccessful criminal investigation and prosecution of Burum, or by November 1, 2017, when James Erwin, a plaintiff in the consolidated actions who is not a moving party, filed his complaint. Plaintiffs contend that the relevant ESI was deleted sometime after July 2018, by which time plaintiffs had commenced litigation and even propounded discovery, while defendants argue the deletion occurred shortly after June 2018. Defendants argue that Ramos could not have been aware of allegations against him on November 1, 2017, based on the filing of Erwin's complaint. Defendants further argue the county did not have a duty to preserve Ramos's personal emails and texts. Regardless of whether defendants were on notice of pending or anticipated litigation involving plaintiffs in October or November of 2017, it is clear that the emails were lost after the commencement of litigation. [The] Colonies [Partners] filed its complaint on March 1, 2018, and counsel who is representing both the county and Ramos filed a waiver of service on behalf of Ramos on March 14, 2018. Mr. Burum filed his initial complaint on April 2, 2018 and again, the same counsel representing both the county and Ramos filed a waiver of service on behalf of Ramos. Consequently,

Ramos, with the assistance of his experienced counsel, had a duty to preserve his emails and text messages following the commencement of the litigation. Instead, Ramos deleted text messages and closed his campaign account and is now claiming he had no idea he was required to preserve such ESI until some recent date—as late as his December 2019 deposition. Ignorance of this obligation of preservation, especially from sophisticated parties who have the assistance of experienced counsel, is not persuasive to this magistrate judge."

Further, Judge Kewalramani ascertained, "Defendants counter that plaintiffs fail to show that Ramos intended to deprive plaintiffs of any evidence in litigation. Defendants point to the fact that Ramos sent emails and text messages to various individuals at the DA's office, evincing he did not intend to conceal any communications. Further, defendants argue there is no basis for the motion against the county, a defendant who did not control access to Ramos's personal phone or campaign email account. Ramos, as a former DA, is a sophisticated party who had the assistance of experienced civil litigation counsel, as least as of March 14, 2018. His explanations that he was unaware of these obligations to retain the emails and text messages that could be relevant and material to litigation he was embroiled in are unconvincing. This is even more so because Ramos, as an experienced criminal practitioner in the California state courts, should be familiar with Cal. Crim 371, which provides: *If the defendant tried to hide evidence or discourage someone from testifying against (him/her), that conduct may show that (he/she) was aware of (his/her) guilt.* Nevertheless, Ramos continued deleting text messages that pertained to the litigation and deleted his campaign email account from which he corresponded about work and personal matters after

litigation commenced and long after litigation was reasonably foreseeable. Consequently, based on these factors, it is reasonable for this magistrate judge to infer that the materials were deleted with the intent to deprive their production to plaintiffs. Although the county's obligations to preserve the lost ESI are somewhat attenuated, and the parties fail to provide much case law on whether Ramos's actions are attributable to the county, based on the fact that the county reasonably anticipated the litigation and failed to prevent the destruction of the ESI—including failing to instruct Ramos to preserve ESI—and both the county and Ramos are represented by the same counsel, the intent to deprive plaintiffs of the text messages and emails can be imputed to the county."

Judge Kewalramani stopped short of recommending that terminating sanctions be applied against the county, Ramos and the other defendants, "Terminating sanctions are not warranted in this case," Judge Kewalramani wrote. "Terminating sanctions should be reserved for the most egregious cases of misconduct. The record in this case does not support that plaintiffs are so harmed by the spoliation as to be unable to present their case, and it does not appear that defendants destroyed evidence in direct violation of a court order. Accordingly, the court recommends denying plaintiffs' motion for sanctions insofar as plaintiffs request terminating sanctions."

Nevertheless, Judge Kewalramani recommended an adverse inference instruction be given to the jury that eventually hears the case, meaning, essentially that the jury will be informed that Ramos deleted the texts and emails, and that given the circumstances, it is logical for the jury to draw the inference that the texts and emails contained harsh statements about the plaintiffs in the case which demonstrates that Ramos was acting prejudicially against them.

"Based on the timing and circumstances of the text message and email deletions, the court infers bad intent from defendants' actions," Judge Kewalramani stated in his report and recommendation to Judge Bernal.

On March 27, Judge Bernal accepted Judge Kewalramani's findings, which were filed on February 27, endorsing the conclusion that Ramos had a duty to preserve emails and text messages relevant to the issues being litigated in the suits brought by the Colonies Partners and Burum.

Bernal ordered the county to pay Larson reasonable attorney fees associated with the preparation of the motion, which Larson pegged at \$42,589.

"It is shocking that any lawyer, particularly one serving as district attorney, would act in 'bad faith' and destroy evidence relevant to an on-going litigation," Larson said. "I cannot describe the outrage felt by Jeff Burum, the Colonies Partners, and the others who have been subjected to Mike Ramos' political persecution over this past decade, now only to discover that he destroyed evidence of his nefarious conduct."

Slyngstad was not panicked by the Kewalramani's findings and Bernal's confirmation, which he has maintained has no direct bearing on the case, which he said relates to prosecutorial action taken in good faith against Burum after he utilized money as an influencing agent upon government officials to sway a political decision for his own unlawful financial gain which redounded to the detriment of the citizens of San Bernardino County. Slyngstad has suggested the convictions obtained against Postmus for taking bribes provided to him by Burum validate the criminal charges that the district attorney's office, in conjunction with the California Attorney General's Office, identified as applicable against Burum and his co-defendants, which were verified when the grand jury returned an indictment against them in 2011.