

# The San Bernardino County

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# Sentinel

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## County's Cost For Postmus' Graft-Encrusted Relationship With Burum: \$167M

By Mark Gutglueck

The expense of Bill Postmus' legacy to San Bernardino County this week rose to \$167 million and counting as the board of supervisors agreed to pay developer Jeff Burum and the Colonies Partners consortium he heads with Dan Richards \$65 million to settle dual lawsuits Burum and his company brought against the county in 2018.

Those lawsuit settlements come as the denouement to Postmus' testimony more than

nine years ago that alleged Burum paid him two \$50,000 bribes in exchange for his vote in 2006 to have the county confer a \$102 million settlement on the Colonies Partners to bring to a close a lawsuit that company had initially brought against the county in 2002.

Based in large measure on Postmus' April 2011 testimony before a criminal grand jury, Burum in May 2011 had been named in a 29-count indictment,

along with Paul Biane, who had served on the San Bernardino County Board of Supervisors with Postmus; former San Bernardino County Sheriff's Department deputies' union president and one-time Assistant San Bernardino County Assessor Jim Erwin; and Mark Kirk, who had served as the chief of staff of another Postmus and Biane board colleague, Gary Ovitt.

In 2000, Postmus at the age of 29 was elected First District county

supervisor representing practically all of San Bernardino County's desert expanse, equal in area to three New England States. By the time he was 33 in 2004, he had become the chairman of both the board of supervisors and the county's Republican Party apparatus, and two years later, in 2006, he was entrusted by the voters with the county's highest taxing authority when he was elected county assessor.

It was also in 2006 that

a confluence of events coalesced that involved Postmus' political ambition and the financial ambition of two aggressive businessmen, Dan Richards and Jeff Burum. That year, fate threw Postmus, Richards, Burum, Biane, Erwin, Kirk and Ovitt together into a long-drawn-out misadventure. Also involved were Postmus' business partner Dino DeFazio, Postmus' one-time field representative Adam Aleman whom he later appointed to

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## Record Number Of County Hospitalizations For COVID-19

As is the case in much of the rest of the country, the coronavirus crisis in San Bernardino County has intensified to a previously uncharted intensity, as patients considered to be seriously or critically ill with the disease account for nearly one-fourth of those now hospitalized locally as the region's hospitals are filled to nearly two-thirds of their maximum capacities.

According to figures released by the San Bernardino County Department of Public Health, the number of people hospitalized with COVID-19 in San Bernardino County has eclipsed the previous record set on July 25, when the summer surge in the disease saddled county hospitals and medical centers with 638 coronavirus inpatients. At 4 p.m. today, there were 661 patients confirmed as infected with COVID-19 checked into San Bernardino County's hospitals.

The hospitalization rate has advanced, the *Sentinel* has learned, to the point that at San Antonio Regional Hospital in Upland, a portion of the hospital's pediatric, geriatric and maternity sections have been converted to quarters to accommodate those suffering from coronavirus symptoms.

On Wednesday, the *Sentinel* was told, San Antonio Hospital had pitched a large tent on its grounds, which was outfitted with heaters wherein the influx of patients who had come to the facility because of concerns over their actual or potential COVID-19 status were being triaged, or evaluated, for admittance into the hospital. The wait on that determination was in some cases longer than two hours, the *Sentinel* was informed.

At present, at least 167 of the 661

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## Upland Council Approves \$1.2M No-Bid Reservoir Construction Management Contract

The Upland City Council this week approved a no-bid \$1.19 million contract with a company to carry out construction management on a major public works project.

The council did so based on the acting public works director vouching for the company, which he said would do an adequate job on the

task. In October 2016, the Upland City Council, then composed of Mayor Ray Musser and councilmembers Debbie Stone, Gino Filippi, Glenn Bozar and Carol Timm, signed off on then-Public Works Director Rosemary Hoerning's recommendation that the city declare an emergency with regard to the con-

ditions of the city's Water Reservoir 15 facility, located near 17<sup>th</sup> Street and Benson Avenue. The council at that time approved the first phase of a not-fully-identified undertaking, which was intended to eventually entail the preparation of construction documents to replace the reservoir. In August 2018, the city council, then com-

prised of Mayor Debbie Stone and councilmembers Gino Filippi, Carol Timm, Janice Elliott and Sid Robinson, adopted resolutions relating to replacing the 7.5 million gallon capacity reservoir. Those resolutions called for making an application for, and executing an agreement relating to, financial assistance from the State of California

Water Resources Control Board to defray the cost of the city's planning, design and construction of the replacement reservoir in an amount not to exceed \$16.5 million. In doing so, the council pledged net revenues from the city's sale of water to city residents gained through its water enterprise fund to repay the State

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## Voters On November 3 Showed The Door To 13 Incumbent Muncipal Elected Officials

Voters in San Bernardino County this election cycle removed thirteen elected officials serving in mayoral or councilor capacities on ten of the city councils in San Bernardino County.

While incumbents generally enjoy a statistical advantage in achieving reelection locally, at the state level as well as nationally, and a majority of the office holders seeking reelection this year in the county's 22 cities and two incorporated towns succeeded in

their quests, the thirteen losses suffered by local municipal officeholders nevertheless reflected an uncommon level of voter discontent with their representatives at various city halls.

In the county seat, three of the four members of the city council vying for reelection this year were swept from office. In the March 3 primary election, Third Ward Councilman Juan Figueroa, Fifth Ward Councilman Henry Nickel, Sixth Ward Council-

woman Bessine Richard and Seventh Ward Councilman Jim Mulvihill were met with challenges to their remaining office. Only Figueroa would ultimately survive.

On March 3, Figueroa easily outpolled his only competitor, Luis Ojeda, taking 2,098 of the 3,015 total votes cast or 69.59 percent to Ojeda's 917 or 30.14 percent.

In March, Richard faced a tough challenge from Kimberly Calvin in the Sixth Ward. That race came down to the wire,

as 2,874 of the district's voters went to the polls or sent in mail ballots. Richard's 1,428 votes came up just short at 49.69 percent to Calvin's 1,446 or 50.31 percent.

In the Fifth Ward, Nickel as the incumbent in March faced five hopefuls. He captured first with 1,802 or 35.45 percent of the 5,083 votes cast, easily outdistancing the second-place finisher, Ben Reynoso, who had 1,295 votes or 25.48 percent. Because no candidate had captured

a majority of the vote, a run-off was necessitated. While Nickel's lead in the primary seemed to have him poised for an easy victory on November 3, Reynoso ran an energetic campaign, ultimately prevailing with 5,752 or 52.69 percent of the 10,917 votes tallied as of today to Nickel's 5,165 votes or 47.31 percent.

In March, Mulvihill, who has been on the council since 2013, saw his incumbency challenged by four Seventh Ward residents. See P 3

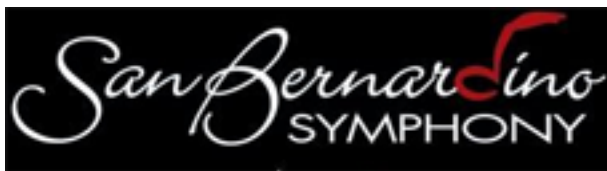
## San Bernardino Symphony Orchestra Ups Number Of Board Members From 26 To 33

The board of directors for the San Bernardino Symphony Orchestra has swelled its ranks by seven members, going from 26 to 33.

Added to the board are film musicologist Jessica Getman, who is an assistant professor of music at Cal State San Bernardino; Naviti Health vice president Greg Flynn, a financier whose wife, Angelique Bonanno, is currently a member of the San

Bernardino Symphony Board; San Bernardino City Councilman-elect Damon L. Alexander, a retired federal law enforcement officer and the founding president of the 100 Black Men of the Inland Empire and the immediate past president of the North End Neighborhood Association; Marisol Inzunza, the manager of grant operations for the San Manuel Band of Mission Indians; Ruthie Chafin,

an interior designer and general contractor; Jessica Marzullo, the man-



aging attorney with the San Manuel Band of Mission Indians and the daughter of former board member Wendy Marzullo; and Sonietta Brown, the president of the Sojourner Truth Fund and

the chairwoman of the Jack and Jill of America Foundation.

They join current board president Dean McVey, board president-elect Jay Fiene, Ines Montes-Stewart, Jenny Liu, Grace Baldwin, former San Bernardino Mayor Judith Valles,

Jeremy Abad, Trischelle Baysden, Angelique Bonanno, Dr. Nicholas Bratcher, Donna Cooley, Tim Evans, Judi Fettel, Tim Garcia, Lloyd Garrison, Dr. Lucy Lewis, Dr. Audrey Mathews, Gloria Macias-Harrison, Donna Marie Minano, Judy Nowlin, John Rogers, Judy Rodriguez-Watson, Dr. Victoria Seitz, Margy Spears, Paul Steinke, and Judy Louise Zak as members of the board.

## Colonies Partners Principals Burum & Richards Aggressively Pursued Project On Undevelopable Land In Upland, Along The Way Purchasing Influence From Multiple Politicians Or Removing Ones Who Proved Resistant To Their Plans *from front page*

serve as his assistant assessor, Biane's one-time best friend and chief of staff Matt Brown, Biane's assistant chief of staff Tim Johnson and a public relations guru who worked for Burum, Patrick O'Reilly. That misadventure revolved around Burum's and Richard's effort to develop 489 acres of what was previously considered undevelopable land in north Upland.

The property in question was highly problematic. Owned by the San Antonio Water Company for more than a century, the land lay 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 the mountain topped by 8,696 foot-elevation Ontario Peak, which towers to the north above Upland and San Antonio Heights, 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 gravel had been extracted during the early decades of the 20<sup>th</sup> 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.

Beginning in the 1970s, well prior to Richards' and Burum's effort to develop the property, four highly reputable residential development companies in succession 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 would eventually be dubbed the San Antonio Lakes project. That included redressing the overwhelming drainage issues on the prop-

erty, which would entail building a contrivance to carry rainwater 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 accumulated water. That was too daunting, the Pennhill Land Company and the Kohl Company concluded, and their inception 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 Antonio." 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, forsook proceeding with the development of the property.

In 1996, four years before Postmus had been elected to the board of supervisors, then-44-year-old Dan Richards formed the Colonies Partners with then-33-year-old Jeff Burum.

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 and became 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 long owned by the San Antonio Water Company and utilized for purposes of groundwater recharge and flood mitigation located in the northeastern quadrant of what is now Upland.

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

Richards was undaunted by the challenges pertaining to the prop-

erty that had convinced Penhill, Kohl, the William Lyon Company and Lewis Homes to desist with their development designs there. Richards, as a former public official, understood 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. With 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 younger and hungrier Burum, who was more steeped in the ins and 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 closing the deal with CalTrans, Richards had made for the Colonies Partners almost \$1 million more than the consortium 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 storm drains, basins and channels required to prevent that property and other properties next to it from

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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 drainage 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. 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' property. 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 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 de-

livering, either directly or indirectly, \$70,000 in political donations to Paul Biane, then a Rancho Cucamonga councilman, who challenged Mikels in the 2002 election for the Second District supervisorial position. 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 Stout ran for San Bernardino County District Attorney, emerging victorious as Mikels again cruised to an easy victory in his reelection campaign for supervisor. Both were unopposed in their 1998 reelection bids.

In 2002, 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. Together with the

*Continued on Page 3*

## County Voters Removed A Baker's Dozen Of Local Politicians From Office November 3

from front page

In that contest, with 1,066 or 28.06 percent of the 3,799 votes cast, he easily outdistanced three of his competitors. Still, he ran behind Damon Alexander, who polled 1,236 votes or 32.53 percent. In this month's runoff, Alexander trounced the incumbent, capturing 5,478 or 65.64 percent of the 8,345 votes cast to Mulvihill's 2,867 votes or 34.36 percent.

In Barstow, voters ousted two of that city's elected officials.

Voters in the 24,000 population railroad town were met with three alternatives to Mayor Julie Hackbarth-McIntyre, who in the counting as of today had 2,195 votes or 31.59 percent of the 6,949 cast, which was behind the 3,033 votes or 43.65 percent Paul Anthony Courtney claimed. Nathaniel Pickett, Sr., with 13.08 percent, and Virginia Brown, with 11.64 percent, took third and

## No Bidding Needed On \$1.2 Million Reservoir Construction Management Contract, Upland Officials Say

from front page

of California for that assistance. The State of California has agreed to loan the city up to \$16.5 million to complete the project.

This week, the city council, now including Mayor Stone and councilmembers Elliott, Rudy Zuniga and Bill Velto, awarded a construction contract to Gateway Pacific Contractors, Inc. in the amount of \$13,465,074 to complete the replacement of the reservoir. That contract award was made based upon a staff recommendation from Hoerning, who is now serving in the capacity of city manager, as well as Steven Nix, the city's interim public works director, and Bob Critchfield, the city's engineering manager.

The city had solicited bids on the reservoir replacement/construction project, and four entities had responded. Environmental Construction, Inc. offered to complete the project at a

fourth place.

In Barstow's Fourth District city council race, incumbent Carmen Hernandez jumped out to an early 10-vote lead on election night, as she logged 292 votes or 37.58 percent to Marilyn Dyer Kruse's 282 votes or 36.29 percent. In third place was Martha O'Brien, with 203 votes or 26.13 percent. Hernandez maintained an edge over Kruse for the next week, but not by much. On November 10, Kruse pulled even with Hernandez, as each at that point had a total 464 or 37.21 percent. O'Brien had 319 votes or 25.58 percent. Two days later, following the Veteran's Day holiday, Kruse on November 12 leapfrogged 18 votes in front of the incumbent, such that she had 522 votes or 38.16 percent and Hernandez carried 504 votes or 36.84 percent. As of today, Kruse has widened the gulf between them, with 570 votes or 37.35 percent to Hernandez's 547 votes or 35.85 percent. O'Brien stands at 26.8 percent.

In Big Bear, two-term incumbent Councilman Bob Jackowski was soundly defeated by Bynette Mote, 323 votes

cost of \$18,702,102; Myers & Sons Construction, LLC submitted a bid of \$13,888,000; Pacific Hydrotech responded with a \$13,885,200 proposal; and Gateway Pacific said it was prepared to complete the work for \$13,465,074.

"The city has reviewed the bid information and DBE [design, building and engineering data] submitted, and confirmed that Gateway Pacific Contractors of Sacramento is the lowest responsible and responsive bidder," a report to the city council from Hoerning, Nix and Critchfield states.

The city did not seek bids on the project's construction management work. Instead, according to the report from Hoerning, Nix and Critchfield, it sought to engage the firm that had designed the new reservoir, Richard Brady and Associates, to serve in that capacity. Richard Brady and Associates said it would act as construction manager on the project for \$1,446,295. Ultimately, Nix, Critchfield and Hoerning were able to get Richard Brady and Associates to agree

or 66.19 percent to 165 votes or 33.81 percent, to represent that city's newly-drawn District 5.

In Chino's District 1, the current councilman, Paul Rodriguez, was unable to hang onto the reins of power, as newcomer Christopher Flores, with 3,510 or 54.16 percent of the 6,481 votes counted as of today, was safely ahead of the 2,971 votes or 45.84 percent the incumbent had drawn.

In Colton District 5, incumbent Jack Woods has been blown out of office by John Echevarria. Of the 3,341 votes cast, the current officeholder was able to bag 1,010 votes or 30.23 percent to the challenger's 2,331 votes or 69.77 percent.

In Needles, incumbent Councilwoman Louise Evans needed to capture first, second or third among a field of six candidates, which included one other incumbent, Tona Belt. As of today, with 3,977 votes in the contest, Belt had taken possession of 845 or 21.25 percent for first, Kirsten Merritt held 774 votes or 19.46 percent, and Ellen Campbell was in third with 677 votes or 17.02 percent. Another challenger, Jamie McCorkle was ahead of Evans, having taken 595

to carry out the construction management assignment on the project for \$1,197,735.

Hoerning, Nix and Critchfield recommended to the city council that it award the construction management contract to Richard Brady and Associates.

Under California law, public works contracts may be awarded only after the governmental entity carrying out the project engage in a competitive bidding process. Statutory exceptions to competitive bidding requirements are generally available only if the dollar value of the work involved is relatively small or where the nature of the work is not suited to competitive bidding. In the case of the \$1,197,735 construction management contract awarded to Richard Brady and Associates, those statutory exceptions do not apply. In this way, without competition, Richard Brady and Associates was not subjected to any pressure to lower its bid.

In their report, Hoerning, Nix and Critchfield sought to justify award-

ing notched 8,675 or 9.48 percent of the 91,473 total votes counted at this point. Running in a strong second-place position is Gomez, with 8,520 or 9.31 percent. A tense battle for third place and a position on the council is playing out between Leslie Irving and former Councilman Ryan McEachron, who are in a dead heat, with just seven votes separating them. After the first report of results on election night, with 52 of 75 precincts heard from, McEachron was running fifth, with Kareema Abdul, with 6.34 percent and Kimberly Mesen with 6.18 percent, have more votes than Garcia.

In Upland, Mayor Debbie Stone was challenged for the mayoralty by her council ally, Councilman Bill Velto, together with community activist Lois Sicking Dieter and former Planning Commissioner Alexander Novikov, whom Stone had sacked earlier this year.

Claiming slightly less than one third of the 35,727 votes cast, Velto notched 11,797 votes to win, more than 2,000 votes ahead of Stone, who came in second with 9,319 votes or 26.08 percent. Sicking Dieter ran in third with 24.26 percent. Novikov polled 16.63 percent.

In Victorville this year, three positions on the city council were up for grabs. While incumbent Jim Cox opted out of seeking reelection, Gloria Garcia, who has held the appointed mayor's position for nearly six years, sought to return to the council, as did incumbent Councilwoman Blanca Gomez. The race drew a whopping 19 other candidates. As of today, Elizabeth Becerra is the frontrunner, hav-

ing the contract to Richard Brady and Associates without competitive bidding.

"Due to the specialty nature of large concrete reservoir construction, the most qualified candidate to perform the construction management portion of the project is the design engineer, since they are working with their own design and can immediately clarify contractor questions as the project progresses," the report states. "In addition, should any part of the project not meet specifications, the design engineer can correct the contractor right away and prevent expensive rework. The option of using an outside third party instead of the design engineer for the construction management portion of the project generally leads to higher cost for the owner, in this case the city, since the third party must invest time/money to study the design documents in detail to become familiar with all facets of the scope of work in order to effectively man-

ing notched 8,675 or 9.48 percent of the 91,473 total votes counted at this point. Running in a strong second-place position is Gomez, with 8,520 or 9.31 percent. A tense battle for third place and a position on the council is playing out between Leslie Irving and former Councilman Ryan McEachron, who are in a dead heat, with just seven votes separating them. After the first report of results on election night, with 52 of 75 precincts heard from, McEachron was running fifth, with Kareema Abdul, with 6.34 percent and Kimberly Mesen with 6.18 percent, have more votes than Garcia.

In Yucaipa, Councilman Dick Riddell, who is one of the longest-serving elected officials in San Bernardino County, is being turned out of office as a consequence of this month's election. In Yucaipa's District 5, Jon Thorp brought down 2,384 votes or 42.37 percent to Riddell's 2,124 votes or 37.75 percent. Running in third was Craig Suveg, with 12.25 percent, followed by Patricia Elbeck, who claimed 7.63 percent.

Loma Linda holds its elections during the primary balloting. In March, council incumbents Rhodes Rigsby, John Lennart and Ovidiu Popescu stood for reelection against challengers Bhavin Jindal and Gabriel Uribe. Lennart and Rigsby were retained with 2,201 or 22.9 percent and 2,019 or 21 percent of the 9,613 votes cast. Popescu, however, with 1,476 votes or 15.53 percent, was displaced on the council by Jindal, with 1,969 votes or 20.48 percent and was also beaten by Uribe, who garnered 1,948 votes or 20.26 percent.

## \$65 Million Settlement from page 2

investors in the Colonies Partners, they 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 November 2002 election.

The Colonies Partners' litigation against

## Record County COVID-19 Hospitalizations from front page

COVID-19-positive patients hospitalized are in intensive care units. That compares favorably with

tion to Becerra, Gomez, Irving and McEachron, Kareema Abdul, with 6.99 percent, Ashiko Newman with 6.41 percent, Lizet Angulo with 6.34 percent and Kimberly Mesen with 6.18 percent, have more votes than Garcia.

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-Mark Gutglueck

able to agree to a scope of services for the construction management portion of the project, and went through a few iterations that reduced the construction management cost proposal by \$248,560."

-Mark Gutglueck

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. The Fourth

Continued on Page 4

the summer surge, when a record of 197 people in the county were receiving hospitalized intensive care as of July 22.

The 661 beds monopolized by patients with

Continued on Page 6

## Despite Burum's Sponsorship Of The Political Ascendancies Of Ramos, Postmus & Biane, He Eventually Came To Loggerheads With Them *from page 3*

District Court of Appeal, however, overturned Norell on that point, 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 contributor 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 was gravitating toward an appeal with regard to Warner's verdict, waiting only upon Warner's yet-to-be-delivered final decision with regard to the monetary judgment in the case before filing that challenge of Warner's ruling.

Simultaneously, based on reports of improprieties relating to contact between and collusion involving the Colonies Partners and both Judge Warner and Judge Norell extending to Norell hav-

ing been bribed through his ex-wife being permitted to purchase a home in the Colonies at San Antonio project for roughly \$200,000 less than the asking price and Warner being blackmailed over elements in his personal life, the county pursued with the California Commission on Judicial Performance complaints against both jurists.

By then, Burum and Richards 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.

Supervisors Josie Gonzales and Dennis Hansberger, like Mikels, opposed having the county subsidize the building of the flood control infrastructure for the Colonies subdivisions altogether, and they were both, after Warner's ruling, supportive of the county's contesting the verdict in the civil suit. Of note was that the Colonies Partners' hostility at that point was vectored less at Gonzales and Hansberger and more 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 benefits to a \$151,000 annual salary and roughly \$68,000 in yearly 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 corporate 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, 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-Third District Supervisor Dennis Hansberger and Fifth District 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, known respectively as the Committee for Effective Government and the Alliance for Ethical Government. They also wrote two separate \$50,000 checks to the political action committees, Inland Empire PAC and Conservatives for a Republican Majority, which were established by Postmus with the assistance of his business partner Dino DeFazio and his political associate, Adam Aleman. Burum and his brother further provided a \$100,000

check to a previously existing political action committee that had been set up by Biane's chief of staff, Matt Brown, the San Bernardino County Young Republicans, over which both Biane and Brown had control.

Upon taking office as assessor, Postmus had created two assistant assessor positions, whereas previously under his predecessor Don Williamson there had been a single assistant assessor post. Postmus 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 as district attorney in 2002, Mike Ramos served four years without distinction or major event, and was not challenged in the 2006 election. At that point, he had emerged as the tentative replacement candidate in 2008 for then-Congressman Jerry Lewis, who was one of Ramos's political associates, in the 41<sup>st</sup> Congressional District.

In 2007, it became widely known that the FBI and the U.S. Attorney's Office were carrying out an investigation into Congressman Lewis's relationship with the Copeland Lowery Jacquez 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 com-

mittee 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 early 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 for reelection 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. In 2012, at which time the investigation was concluded, Lewis opted out of seeking reelection, and he left office in January 2013.

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 2006 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. "Jerry" Brown Jr., Ramos filed criminal charges against

Postmus and Erwin in February 2010, alleging the two \$50,000 payments to Postmus' political action committees made by Burum in 2007 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, in conjunction with Patrick O'Reilly, a public relations consultant retained by the Colonies Partners, in 2006 put together political mailers depicting Postmus as a drug addict and homosexual and then withheld them in order to blackmail the board chairman and assessor's office candidate into voting for the settlement. The prosecution further alleged that Erwin and O'Reilly 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 dollar annual budget. Those mailers were likewise withheld as part of an effort to extort Biane into supporting the settlement, according to prosecutors.

The complaint alleged the November 2006 votes by Postmus, Biane and Ovitt 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 O'Reilly.

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 fourteen felony political corruption charges which included bribery, misappropriation of public funds, criminal conspiracy, public office conflict

*Continued on Page 7*

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NOTICE OF PETITION TO ADMINISTER ESTATE OF: ROBERT GERALD LIGHTFOOT

CASE NO. PROPS 2000021 To all heirs, beneficiaries, creditors, contingent creditors, and persons who may otherwise be interested in the will or estate, or both of ROBERT GERALD LIGHTFOOT

A PETITION FOR PROBATE has been filed by REBECCA ANN LIGHTFOOT in the Superior Court of California, County of SAN BERNARDINO.

THE PETITION FOR PROBATE requests that REBECCA ANN LIGHTFOOT be appointed as personal representative to administer the estate of the decedent.

THE PETITION requests authority to administer the estate under the Independent Administration of Estates Act. (This authority will allow the personal representative to take many actions without obtaining court approval. Before taking certain very important actions, however, the personal representative will be required to give notice to interested persons unless they have waived notice or consented to the proposed action.)

The independent administration authority will be granted unless an interested person files an objection to the petition and shows good cause why the court should not grant the authority.

A hearing on the petition will be held JANUARY 7, 2021 at 9:00 a.m. in Dept. No. S-35 at Superior Court of California, County of San Bernardino, 247 West Third Street, San Bernardino, CA 92415, San Bernardino District.

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

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

Other California statutes and legal authority may affect your rights as a creditor. You may want to consult with an attorney knowledgeable in California law.

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

Filed: NOVEMBER 2, 2020 Attorney for the Petitioner: TYLER H. BROWN, ESQ. 1152 N. MOUNTAIN AVE, SUITE 210

UPLAND, CA 91786 Telephone No: (909) 982-5086

Published in the San Bernardino County Sentinel on 11/13, 11/20 & 11/27, 2020

FICTITIOUS BUSINESS NAME STATEMENT FILE NO-20200009425

The following person(s) is(are) doing business as: Holiday Pet Grooming Spa, 116 N. Riverside, Rialto, CA 92376, Wendy L. Hackett, 2955 Bautista Street, Riverside, CA 92506

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.

This statement was filed with the County Clerk of San Bernardino on: 10/13/20 I hereby certify that this is a correct copy of the original statement on

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file in my office.

Began Transacting Business: 10/09/2015

County Clerk, s/ D5511

NOTICE- This fictitious business name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not 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).

11/06/20, 11/13/20, 11/20/20, 11/27/20

FICTITIOUS BUSINESS NAME STATEMENT FILE NO-20200010172

The following person(s) is(are) doing business as: AZQ Photo Booth, 17631 Valley Blvd Suite A, Fontana, CALIF 92316, Mailing Address: 13214 Kochi Dr, Moreno Valley, CALIF 92553, Antoni Z. Quebec, 13214 Kochi Dr, Moreno Valley, CALIF 92553

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.

This statement was filed with the County Clerk of San Bernardino on: 10/30/20

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

Began Transacting Business: 10/29/20

County Clerk, s/ D5511

NOTICE- This fictitious business name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not 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).

11/06/20, 11/13/20, 11/20/20, 11/27/20

Foreclosure Notice

A.P.N.: 1005-311-53-0-000

Trustee Sale No.:2019-2412 NOTICE OF TRUSTEE'S SALE UNDER A NOTICE OF A NOTICE OF DELINQUENT ASSESSMENT AND CLAIM OF LIEN. YOU ARE IN DEFAULT UNDER A NOTICE OF DELINQUENT ASSESSMENT DATED 2/18/2020 UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER. Notice is hereby given that on 12/7/2020 at 1:00 PM, S.B.S. Lien Services As the duly appointed Trustee under and pursuant to Notice of Delinquent Assessment, recorded on 2/24/2020 as Document No. 2020-0063515 Book Page of Official Records in the Office of the Recorder of San Bernardino County, California. The original owner: LESLIE A WRIGHT The purported new owner: LESLIE A WRIGHT WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER payable at time of sale in lawful money of the United States, by a cashier's check drawn by a State or national bank, a check drawn by a state of federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state.: NEAR THE FRONT STEPS LEADING UP TO THE CITY OF CHINO CIVIC CENTER, 13220 CENTRAL AVENUE, CHINO, CALIFORNIA 91710 All right, title and interest under said Notice of Delinquent Assessment in the property situated in said County, as more fully described on the above referenced assessment lien. The street address and other common designation, if any of the real property described above is purported to be: 1333 NORTH HILLS DR UPLAND CA 91784

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale

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will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum due under said Notice of Delinquent Assessment, with interest thereon, as provided in said notice, advances, if any, estimated fees, charges, and expenses of the Trustee, to-wit: \$8,932.16 accrued interest and additional advances, if any, will increase this figure prior to sale. The claimant, UPLAND NORTH HILLS HOMEOWNERS ASSOCIATION under said Notice of Delinquent Assessment heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located and more than three months have elapsed since such recordation. NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property. NOTICE TO PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call FOR SALES INFORMATION, PLEASE CALL (855) 986-9342 or visit this Internet Web site www.superiordefault.com, using the file number assigned to this case 2019-2412. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale. NOTICE TO TENANT: You may have a right to purchase this property after the trustee auction if conducted after January 1, 2021, pursuant to Section 2924m of the California Civil Code. If you are an "eligible tenant buyer," you can purchase the property if you match the last and highest bid placed at the trustee auction. If you are an "eligible bidder," you may be able to purchase the property if you exceed the last and highest bid placed at the trustee auction. There are three steps to exercising this right of purchase. First, 48 hours after the date of the trustee sale, you can call FOR SALES INFORMATION, PLEASE CALL (855) 986-9342, or visit this internet website www.superiordefault.com, using the file number assigned to this case 2019-2412 to find the date on which the trustee's sale was held, the amount of the last and highest bid, and the address of the trustee. Second,

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you must send a written notice of intent to place a bid so that the trustee receives it no more than 15 days after the trustee's sale. Third, you must submit a bid so that the trustee receives it no more than 45 days after the trustee's sale. If you think you may qualify as an "eligible tenant buyer" or "eligible bidder," you should consider contacting an attorney or appropriate real estate professional immediately for advice regarding this potential right to purchase. THE PROPERTY IS BEING SOLD SUBJECT TO THE NINETY DAY RIGHT OF REDEMPTION CONTAINED IN CIVIL CODE SECTION 5715(b). Date: 11/2/2020. S.B.S LIEN SERVICES, 31194 La Baya Drive, Suite 106, Westlake Village, California, 91362. By: Anissa Young, Sr. Trustee Sale Officer (11/13/2020, 11/22/2020, 11/27/2020 | TS#2019-2412 SDI-19730)

SUMMONS

(FAMILY LAW) NOTICE TO RESPONDENT (AVISO AL DEMANDADO): SHARON JOY PEDIGO YOU HAVE BEEN SUED. Read the information below and on the next page. Lo han demandado. Lea la informacion a continuacion y en la pagina siguiente. PETITIONER'S NAME IS (Nombre del demandante): LAWRENCE ROBERT BOYER, JR. CASE NUMBER 20PSFL00848 You have 30 CALENDAR DAYS after this Summons and Petition are served on you to file a Response (Form FL-120) at the court and have a copy served on the petitioner. A letter or phone call will not protect you. If you do not file your Response on time, the court may make orders affecting your marriage or domestic partnership, your property, and custody of your children. You may be ordered to pay support and attorney fees and costs. For legal advice, contact a lawyer immediately. Get help finding a lawyer at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), at the California Legal Services Website (www.lawhelpcalifornia.org), or by contacting your local county bar association. Tiene 30 DIAS DE CALENDARIO después de haber recibido la entrega legal de esta Citacion y Petition para presentar una Respuesta (formulario FL-120) ante la corte y efectuar la entrega legal de una copia al demandante. Una carta o llamada telefonica o una audiencia de la corte no basta para protegerlo. Si no presenta su Respuesta a tiempo, la corte puede dar ordenes que afecten su matrimonio o pareja de hecho, sus bienes y la custodia de sus hijos. La corte tambien le puede ordenar que pague manutencion, y honorarios y costos legales. Para asesoramiento legal, pongase en contacto de inmediato con un abogado. Puede obtener informacion para encontrar un abogado en el

Contro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en el sitio web de los Servicios Legales de California (www.lahelpca.org) o poniendose en contacto con el colegio de abogados de su condado. NOTICE - Restraining orders on page 2: These restraining orders are effective against both spouses or domestic partners until the petition is dismissed, a judgement is entered, or the court makes further orders. They are enforceable anywhere in California by any law enforcement officer who has received or seen a copy of them. AVISO - Las ordenes de restricción se encuentran en la pagina 2 : Las ordenes de restricción estan en vigencia en cuanto a ambos conyuges o miembros de la pareja de hecho hasta que se despida la petición, se emita un fallo o la corte de otras ordenes. Cualquier agencia del orden publico que haya recibido o visto una copia de estas ordenes puede hacerlas acatar en

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cualquier lugar de California. FEE WAIVER : If you cannot pay the filing fee, ask the clerk for a fee waiver form. The court may order you to pay back all or part of the fees and costs that the court waived for you or the other party. Exencion de cuotas : Si no puede pagar la cuota de presentacion, pida al secretario un formulario de exencion de cuotas. La corte puede ordenar que usted pague, ya sea en parte o por completo, las cuotas y costos de la corte previamente exentos a peticion de usted o de la otra parte. FL-100 PETITION FOR Dissolution (Divorce) of: Marriage 1. LEGAL RELATIONSHIP: We are married. 2. RESIDENCE REQUIREMENTS: a. Petitioner [and] have been residents of this state for at least six months and of this country for at least three months immediately preceding the filing of this petition. (For divorce, at least one person in the legal relationship described in items 1a and 1c must comply with this requirement.) 3. STATISTICAL FACTS A (1) Date of marriage: March 8, 2003 (2) Date of separation: September 11, 2011 (3) Time from date of marriage to date of separation: 8 years 6 Months 4. MINOR CHILDREN: There are no minor children. 5. LEGAL GROUNDS: Irreconcilable Differences 8. SPOUSAL OR DOMESTIC PARTNER SUPPORT: Terminate (end) the court's ability to ward support to Petitioner [and] Respondent. SEPARATE PROPERTY: There are no such assets or debts that I know of to be confirmed by the court. COMMUNITY AND QUASI-COMMUNITY PROPERTY: There are no such assets or debts that I know of to be divided by the court. OTHER REQUESTS: Such other and further orders as the court deems just and proper. The name and address of the court is: (El nombre y direccion de la corte son): SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES 400 Civic Center Plaza Pomona, California 91766 The name, address and telephone number of petitioner's attorney, or petitioner without an attorney, are: (El nombre, direccion y numero de telefono del abogado del demandante, o del demandante si no tiene abogado, son): LAWRENCE ROBERT BOYER, JR. IN PRO PER 417 S. SHELLMAN AVENUE SAN DIMAS, CALIFORNIA 91773 DATE (Fecha): July 13, 2020 by O Navarro, Deputy (Asistente) for Sherri R. Carter Executive Officer/Clerk of the Court (Secretario) Published in The San Bernardino County Sentinel on 11/13, 11/20, 11/27 & 12/04, 2020

FBN 20200010183 The following person is doing business as: JOSEPH BRADY, INC. [and] ALLIANCE MANAGEMENT GROUP [and] BARSTOW REAL ESTATE GROUP 240 E WILLIAMS ST BARSTOW, CA 92311 JOSEPH BRADY, INC., 12138 INDUSTRIAL BLVD., SUITE 250 VICTORVILLE, CA 92395 Mailing Address: PO BOX 2710 VICTORVILLE, CA 92393-2710 This Business is Conducted By: A CORPORATION

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.

This statement was filed with the County Clerk of San Bernardino on: 10/30/2020 I hereby certify that this is a correct copy of the original statement on file in my office. Began Transacting Business: DECEMBER 4, 1989

County Clerk, Deputy A9730 NOTICE- This fictitious business name statement expires five

Public Notices

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 11/13/20, 11/20/20, 11/27/20 & 12/04/20.

NOTICE OF PETITION TO ADMINISTER THE ESTATE OF:

FRANK MANUEL CARLIN NO. PROPS20000857

To all heirs, beneficiaries, creditors, contingent creditors, and persons who may otherwise be interested in the will or estate, or both of FRANK MANUEL CARLIN

A PETITION FOR PROBATE has been filed by FRANCES NORIEGA in the Superior Court of California, County of SAN BERNARDINO.

THE PETITION FOR PROBATE requests that FRANCES NORIEGA be appointed as personal representative to administer the estate of the decedent.

THE PETITION requests the decedent's wills and codicils, if any, be admitted to probate. The will and any codicils are available for examination in the file kept by the court.

THE PETITION requests authority to administer the estate under the Independent Administration of Estates Act. (This authority will allow the personal representative to take many actions without obtaining court approval. Before taking certain very important actions, however, the personal representative will be required to give notice to interested persons unless they have waived notice or consented to the proposed action.)

The independent administration authority will be granted unless an interested person files an objection to the petition and shows good cause why the court should not grant the authority.

A hearing on the petition will be held in Dept. No. S37 at 8:30 a.m. on December 17, 2020 at Superior Court of California, County of San Bernardino, 247 West Third Street, San Bernardino, CA 92415, San Bernardino District. IF YOU OBJECT to the granting of the petition, you should appear at the hearing and state your objections or file written objections with the court before the hearing. Your appearance may be in person or by your attorney.

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

Other California statutes and legal authority may affect your rights as a creditor. You may want to consult with an attorney knowledgeable in California law.

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

Attorney for Petitioner: MICHAEL C. MADDUX 1894 COMMERCENTER W. SUITE 108 SAN BERNARDINO, CA 92408 909 890 2350 Published in the San Bernardino County Sentinel 11/20, 11/27 & 12/4, 2020.

FBN 20200010182

Public Notices

The following person is doing business as: JOSEPH BRADY, INC. [and] THE BRADCO COMPANIES [and] BRADCO HIGH DESERT REPORT [and] THE SHOPS AT SPANISH TRAIL [and] THE SHOPPES AT SPANISH TRAIL [and] MOJAVE RIVER VALLEY REAL ESTATE GROUP [and] BRADCO COMMERCIAL LEASING GROUP [and] BRADCO DEVELOPMENT [and] MOJAVE RIVER VALLEY COMMERCIAL REAL ESTATE [and] BRADCO MOJAVE RIVER VALLEY COMMERCIAL REAL ESTATE [and] HIGH DESERT ECONOMIC DEVELOPMENT COUNCIL [and] MOJAVE RIVER ECONOMIC DEVELOPMENT [and] MOJAVE RIVER ECONOMIC GROUP [and] HIGH DESERT VALLEY SURVEY (which began transacting business 08/01/2019) [and] MOJAVE RIVER VALLEY SURVEY (for which no date for commencing service is provided) 12138 INDUSTRIAL BLVD., SUITE 250 VICTORVILLE, CA 92395 JOSEPH BRADY, INC., 12138 INDUSTRIAL BLVD., SUITE 250 VICTORVILLE, CA 92395 Mailing Address: PO BOX 2710 VICTORVILLE, CA 92393-2710 This Business is Conducted By: A CORPORATION

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.

This statement was filed with the County Clerk of San Bernardino on: 10/30/2020 I hereby certify that this is a correct copy of the original statement on file in my office. Began Transacting Business: DECEMBER 4, 1989

County Clerk, Deputy A9730

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 11/13/20, 11/20/20, 11/27/20 & 12/04/20.

FICTITIOUS BUSINESS NAME STATEMENT FILE NO-20200010303

The following person(s) is(are) doing business as: Talamanca's Products, 203 E Park St, Ontario, CALIF, 91761, Javier Castillo, 203 E Park St, Ontario, CALIF 91761 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.

This statement was filed with the County Clerk of San Bernardino on: 11/05/20

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

Began Transacting Business: N/A

County Clerk, s/ I1327

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).

11/13/20, 11/20/20, 11/27/20, 12/04/20

FICTITIOUS BUSINESS NAME STATEMENT FILE NO-20200010078

The following person(s) is(are) doing business as: KA Brand Shop Online USA, 7360 GUTHRIE ST, San Bernardino, CA 92410, Kimath Im, 7360 GUTHRIE ST, San Bernardino, CA 92410 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.

This statement was filed with the County Clerk of San Bernardino on: 10/28/20

I hereby certify that this is a cor-



## After Pleading Guilty To Multiple Political Corruption Charges And Testifying That Burum Had Extorted And Then Bribed Him, Postmus At Trial Waffled, Saying His Drug Use Clouded His Memory Of Those Events *from page 4*

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 and prosecution of the matter.

In the same timeframe, 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 with investigators and prosecutors. 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 Eyster, 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 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 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 or supplying 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 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, himself a Republican, 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 lenient treatment for Richards.

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 also received a \$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



**Bil Postmus**

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 seemingly implicating himself and Burum in the effort to blackmail Postmus, could be con-

sidered by Erwin's jury but could also be kept from the jury hearing the case against the other three. Because all four of the defendants stood on their Fifth Amendment rights to refuse to testify at trial, Burum, Biane and Kirk employed their Sixth Amendment rights to be able to confront any of the witnesses against them to prevent Erwin's statements to the investigators serving the search warrant at his home from being used against them.

A total of 39 witnesses were heard from during the trial. 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 audio 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 separate \$100,000 donations that Postmus and Biane each received as contributions 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 was a bribe, *per se*.

The defense, primarily in the person of one of Burum's attorneys, Jennifer Keller, succeeded in eliciting from Postmus an admission of heavy methamphetamine use in the 2005 through 2009 time period, and 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 presentation.

Ultimately, after testimony from prosecution witnesses that lasted until August 2017 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 allowing the Colonies at San Antonio residential and Colonies Crossroads commercial subdivisions to proceed and convince the members of the board of supervisors to settle 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.

*Continued on Page 8*

## Ramos, Who Was Originally Installed As DA At Least Partially Through The Colonies Partners' Donations To His Electioneering Fund In 2002, Explored Prosecuting Burum For Bribery When He Backed His Opponent in 2018 *from page 7*

The suits alleged 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 were consolidated and scheduled for trial before U.S. Federal Judge Jesus Bernal in Riverside.

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

Also suing the county was Dino DeFazio, who had assisted Postmus in setting up the two political action committees into which had been deposited during the first six months of 2007 the separate \$50,000 checks from the Colonies Partners. DeFazio was not indicted by the criminal grand jury, but had been charged with six counts of perjury that related to his effort to assist Postmus in laundering campaign funds. DeFazio remained subject to prosecution until all of the charges against him were dismissed in January 2018.

Those named as defendants in the federal civil suits were the County of San Bernardino; former District Attorney Michael Ramos; Assistant District Attorney James Hackleman; district attorney's office investigators Hollis Randles and Robert Schreiber; 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; Mandel; then-Governor and former California Attorney

General Edmund "Jerry" Brown; then-California Attorney General Kamala Harris; Senior Assistant California Attorney General Gary Schons, former San Bernardino County Counsel Ruth Stringer and Adam Aleman.

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 2006 settlement of the lawsuit that company had brought against the county in 2002 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. Ramos 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 2006-to-2009 timeframe, a factor that would severely complicate the prosecution of Burum, Biane and Kirk once it began in 2011, as the statute of limitations relating to their alleged actions in 2006 and 2007 had for the most part elapsed.

In the run-up to the 2010 election, Ramos's loyalty toward his former patrons and political benefactors was overcome by the political necessity of making a strong case for his re-

election, and he thus began pressing his staff to launch a prosecution of Postmus and Erwin – and by extension Burum and the Colonies Partners – so it could be trumpeted as one of his accomplishments.

Moreover, since the 2017 acquittals and the 2018 filing of the lawsuits, acts by Ramos severely complicated the county's legal position. Prior to and during the 2017 trial, Ramos had engaged in communications, including emails, with Assistant District Attorney James Hackleman and other members of the prosecution team in which he made personal attacks on the defendants and their legal representatives. During the course of the 2018 election, while he was faced with the spirited and ultimately successful challenge by Anderson, Ramos discussed, by both email and in text messages originating from his personal, district attorney's office and campaign communication accounts, seeking prosecutorial action against Burum for the monetary support he was providing to Anderson, suggesting that the support was tantamount to bribery or an illicit effort to impact the outcome of the election. Subsequently, recognizing such statements seeking to preclude Burum's First Amendment rights might be construed in a negative light, Ramos erased, deleted or destroyed those emails and text messages. An individual with access to at least some of those communications, one whose identity has not been publicly disclosed but who is thought to be either a former or current member of the district attorney's office, provided copies of some of those electronic communications to the legal team representing Burum and the Colonies Partners. In March, after Larson made a motion to the court for terminating sanctions – a judgment against the county upholding the entirety of Burum's and the Colonies Partners' lawsuit against the county based on what he said was the destruction of evidence – Judge Bernal routed the motion to U.S. Magistrate Judge Shashi H. Kewalramani to evaluate it and make determinations, findings and recommendations. Judge

Kewalramani made a determination that Ramos acted in bad faith and engaged in the spoliation of relevant evidence. Stopping short of calling for the application of terminating sanctions against the county, Ramos and the other defendants, Judge Kewalramani on February 27 nevertheless recommended that an adverse inference instruction be given to the jury that eventually hears the case, meaning, essentially that the jury was to be informed that Ramos deleted the texts and emails, and that given the circumstances, it is logical for the jury to conclude the texts and emails contained harsh statements about the plaintiffs in the case, demonstrating 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. Kewalramani found unconvincing Ramos's claim he did not know he was obligated to preserve his text messages or emails, and that as a lawyer who had been district attorney for 16 years he could not plausibly assert he did not recognize the communications he destroyed constituted critical evidence that would potentially be used at trial.

On March 27, Judge Bernal accepted Judge Kewalramani's findings, 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.

The board of supervisors met on Tuesday, November 24, in a specially-called closed executive session at which it discussed the cases brought against the county by Burum, the Colonies Partners, Ervin, Kirk, Biane and DeFazio. During that closed session, the board voted to settle the matter involving Burum and the Colonies Partners for \$65 million.

A joint statement by the county and Larson said, "The County of

San Bernardino, its flood control district, Colonies Partners, L.P., and Colonies' co-managing partner, Jeffrey Burum jointly announce that they have reached a settlement agreement resolving litigation that was filed in 2018. The settlement agreement was approved by the board of supervisors, Colonies Partners, and Mr. Burum on November 24. The litigation included, among other things, a civil rights claim against the county, former District Attorney Michael A. Ramos, and three former district attorney office members for First Amendment retaliation and a breach of contract claim against the county and the flood control district."

According to the joint statement, "Both sides vigorously contested the litigation, which included extensive discovery and multiple contentious motions. The \$65 million that will be paid to Mr. Burum and Colonies Partners reflects the claims and damages, including losses and out-of-pocket costs, incurred by Mr. Burum and Colonies Partners in the alleged retaliatory investigation and prosecution of Mr. Burum, which resulted in his acquittal on all counts. The agreement ends many years of disputes between the county and flood control district and Mr. Burum and the Colonies Partners. If the case had gone to trial, Colonies Partners and Mr. Burum were seeking damages of between \$120 million and \$185 million."

David Wert, San Bernardino County's public information officer, said, "This agreement protects the county's taxpayers from what could have been a more costly outcome. This subject has consumed a great deal of the county and flood control district's attention and resources for the past two decades. The county and flood control district look forward to moving beyond this and giving their undivided attention to improving the lives of county residents."

Larson said, "The settlement as approved by all parties brings to an end the long and traumatizing conflict that unnecessarily consumed more than two decades of Mr. Burum's life and inflicted lasting damage on his business interests, his finances, his family

and his personal well-being. Despite a deep desire to see these matters presented publicly to jurors in a court of law, Mr. Burum and the Colonies Partners agree that, for themselves and the residents of San Bernardino County, the time has come to bring this troubling chapter to a conclusion."

The matter was previously scheduled to go to trial beginning on September 29. After Judge Bernal on July 28 dismissed the suits brought by Erwin and DeFazio in their entirety and dismissed the overriding number of elements in the cases brought by Kirk and Biane, appeals were lodged by those four plaintiffs with the 9<sup>th</sup> U.S. Circuit Court of Appeals in Pasadena, which meant that the September 29 start date of the trial would likely be pushed back, most likely at least until July 2021 and perhaps until September 2021.

Though Tuesday's board of supervisors agenda provided the possibility that the cases brought by all six plaintiffs would be settled, the only cases disposed of were those filed by Burum and the Colonies Partners.

Judge Bernal's ruling that was absolutely in favor of the county with regard to dismissing in their entirety the Erwin and DeFazio suits and his ruling substantially in favor of the county in the Kirk and Biane matters which eliminated all but one cause of action in each of those two matters renders it highly unlikely that the county will be amenable to settling with either Erwin or DeFazio on any terms absent a reversal of Judge Bernal's ruling by the 9<sup>th</sup> Circuit. Withal, Judge Bernal's gutting of all but one aspect of the cases brought by Kirk and Biane precludes the likelihood that the county will settle the cases brought by the two remaining plaintiffs for anything more than a mere fraction of what was conferred on Burum and the Colonies Partners.

The *Sentinel's* effort to reach Postmus, who was unsuccessful in getting his guilty pleas vacated after the 2017 acquittals and was sentenced to three years in state prison in November 2018 but was released in July 2019, was unsuccessful.