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Bond Issuance Revives Focus On Fraud Charges Against Victorville City Manager

By Mark Gutglueck

Thirteen years after the City of Victorville sought to utilize bond financing to carry out an effort to fully convert the former George Air Force Base into a civilian airport and according to the federal government defrauded investors in the creation and marketing of those bonds, the city this week once again geared up to use bond financing in the effort to enhance economic



Keith Metzler

development at the aerodrome. The action taken at a special meeting called on Monday briefly showcased the debacle

with regard to the 2008 issuance of \$13.3 million in bonds and current City Manager Keith Metzler's central role in the matter, which ultimately cost Victorville's taxpayers close to \$19.6 million in lawyer's fees alone when the U.S. Securities and Exchange Commission interjected itself into the matter.

To pick up some spending cash when he was a teenager, Keith Metzler in the late 1980s

and early 1990s had served as a caddie at the Green Tree Golf Course in Victorville. There he met many of the movers and shakers in the High Desert's most prosperous city, including Terry Caldwell, then Victorville mayor who had been on the city council since 1972, and Jim Cox, who had been the city manager since 1969. Based upon that contact, a few years later, after he had graduated from

high school and while he was yet a student at the University of California at Riverside majoring in business administration, Metzler in 1996 began with the City of Victorville as an administrative intern. As one of Caldwell's protégés, Metzler over the next seven years made steady progress. In June 1997, after his graduation from college, he was hired as an administrative assistant. In De- See P 2

Upland Solons' 180° Reversal On H₂O Board Appointments Hints Toward Brown Act Violation Or A Backroom Deal

Inviting accusations that its members had engaged in a violation of the Brown Act, the Upland City Council this week made a major reversal from its previous direction, consenting to place all five of its members into board positions for water companies the city has a controlling interest in.

Last month, on February 8, Mayor Bill Velto attempted to get the city council to go along with appointing himself and Dan Richards, one of the primary donors to his political fund, to the board of the San Antonio Water Company. The council, however, had balked at doing so. The central element in the council majority's reluctance to making those appointments hinged on an issue brought up by Councilwoman Shannan Maust, that being the potential complication and conflicts that would ensue if the city were to be called upon to make a decision with regard to water operations or water issues that might impinge on the company.

Upland has its own water operation, which is a division of the city's public works department. The City of Upland Water Department currently obtains its water from a combination of three sources, those being the nine wells the city owns as well as from the San Antonio Water Company and the West End Consolidated Water Company. The city is a 70.66 percent owner of the San Anto- See P 4

One Rock/Metropoulos Pursuing Nestlé Buyout Despite Arrowhead H₂O Rights Uncertainty

By Henry Frye and Amanda Frye

Last month, private equity firm One Rock Capital Partners, LLC announced that it was teaming up with Metropoulos & Co. to purchase the Nestlé owned "Arrowhead 100% Mountain Spring Water" brand along with other Nestlé North American

water products. The Arrowhead name is derived from the landmark Arrowhead in the San Bernardino Mountains near the former famed Arrowhead Hotel Resort. Despite the name association in the branding of the product, the current water withdrawals take place several miles away in the San Bernardino

National Forest. The private equity deal is reportedly in the final stages, with closing expected sometime this spring.

The Metropoulos family is a darling among both investors and junk food fanatics for saving Twinkies® from near extinction, as the maker Hostess was on its deathbed after a

long financial decline and looming bankruptcy in 2012. The following year the Metropoulos along with Apollo Capital Management bought Hostess and then turned Hostess profitable and transformed the private holding into a publicly traded company. The Twinkie® was saved!

Alongside One Rock

Capital Partners LLC, the Metropouloses are now trying to repeat that "Twinkie magic" with water as they seek to purchase Nestlé Waters of North America, Inc., which includes the Arrowhead brand.

But how does one acquire a company? In financial lingo, the industry of buying See P 3

Victorville Achieves Favorable Ruling Against Councilwoman

In a determination cheered by Victorville City Councilwoman Blanca Gomez's political rivals and a sizable contingent of the employees at Victorville City Hall, Administrative Law Judge Stephen Tyler upheld the gist of a complaint filed by Victorville City Manager Keith Metzler in August that alleged Gomez engaged in unemployment fraud when she applied for un-

employment benefits last May.

According to the city, it was required by the California Employment Development Department to put up \$1,398 toward \$4,952 in benefits Gomez received as a consequence of that filing.

According to the city, Gomez, who was first elected to the city council in November 2016 and was reelect- See P 4

Set On Checking Drug Culture's Advance, Fontana Ready To Pay The Price Of Losing Legal Challenges

By Carlos Avalos

The name Mike Harris might or might not ring a bell with most people in Fontana or its surrounding areas. To at least some of those involved in the politics of the region, Harris is known as a 13-year essential medical worker - a nurse - ex-ironworker and local Fontana resident fighting for the individual's right to cultivate cannabis legally and

constitutionally as per 2016's Proposition 64.

After more than a century of prohibition in which those in California and elsewhere ran the risk of a prison sentence for possessing, smoking or trafficking in marijuana, Proposition 64, known as the Adult Use of Marijuana Act, was passed with 57 percent approval of California's voters on November 8, 2016. In addition,

53.6 percent of the voters in Fontana and 52.5 percent of the voters in San Bernardino County cast ballots in favor of Proposition 64.

Proposition 64 allowed those in California who are 21 years of age or older to use marijuana for its intoxicative effect, simultaneously legalizing its possession, cultivation, and sale within certain strictures. It called for the See P 5

29 Palms Initiating Work On Long Delayed Project Phoenix Downtown Redevelopment

Project Phoenix, the energetic downtown redevelopment effort that the City of Twentynine Palms proposed over a decade ago is to begin in earnest this month.

At its February 23 meeting, the Twentynine Palms City Council voted 4-to-0, with Mayor Dan Mintz absent, to give final approval to 17 contracts associated with the project.

After allotting \$8,647,540 toward the work in the first phase of the project, the city solicited bids and was overwhelmed with 90 responses. This allowed the city to drive the cost of that work down to \$7,581,439. In the action taken at the meeting, the council included a \$657,000 contingency allocation to cover any possible cost overruns or

change orders

Project Phoenix was conceived as an undertaking by the Twentynine Palms Redevelopment Agency aimed at constructing a community center, a 250-seat theater, classrooms, a civic plaza, a park, a walkway, residential units, a wastewater treatment plant, and improvements to the downtown fire station. The project

was put in jeopardy in 2011, however, when the legislature passed AB X1 26 and AB X1 27, which shuttered more than 400 municipal and county redevelopment agencies up and down the state.

Twentynine Palms intrepidly pushed ahead with the project, based upon Twentynine Palms City Attorney A. Patrick Muñoz's assertion that

the project had been initiated prior to AB XI 26 and AB XI 27 going into effect, and that the \$12 million the redevelopment agency bonded for in 2011 had to be utilized only for the purpose that bondholders were told the money would be applied toward.

The California Department of Finance fought the city with regard to its con- See P 6

In Exchange For Career Advancement, Young Metzler Demonstrated A Willingness To Do Anything That Would Accommodate His Political Masters *from front page*

December 1999 he became a redevelopment project manager. After just four months in that assignment, in April 2000, he was promoted to the position of deputy director of the city's redevelopment agency. In April of 2003, he was given the added assignment of executive director of the Victor Valley Economic Development Authority, the joint powers agency involving the County of San Bernardino, the cities of Hesperia, Victorville, and the town of Apple Valley devoted to the civilian use conversion of the former George Air Force Base. In December 2003, he was made the city's director of economic development. It was while in that role that Metzler engaged in activity that yet casts a cloud over his professional career and which has come to taint the reputation of the city and the members of the Victorville City Council past and current.

From the late 1990s until 2010, Victorville issued some \$480 million in bonds in order to undertake all order of civic and capital improvements throughout the city and within its redevelopment agency. In 1999, Jim Cox had retired as city manager after three decades in that position. Thereafter, the city was essentially in the hands of Terry Caldwell, who was moving toward becoming one of the longest serving continuously elected local politicians in the state at that time; City Attorney Andres de Bortnowsky; Jon Roberts, who had been brought in after Cox's departure to be city manager; and Buck Johns, an Orange County-based developer who beginning in the 1980s focused considerable attention on the High Desert and had bankrolled Caldwell's political ca-

reer and those of his allies on and off the Victorville City Council.

The city was intent upon the civilian use conversion of the former George Air Force Base, which had been shuttered by the Department of Defense in 1992. The base, originally named the Victorville Army Air Station when it was crash built in the summer and fall of 1941 as the Japanese attack on Pearl Harbor and the United States' direct involvement in World War II fast approached, was located on the outskirts of Victorville near Adelanto. Throughout the mid and late 1990s, Victorville, led by Caldwell and Cox, outmaneuvered Adelanto, which had a competing bid with the Pentagon for redevelopment and eventual ownership/takeover rights to the base. Caldwell, who was an attorney and well-versed in the methods by which government operates, worked in close cooperation with San Bernardino County, Apple Valley and Hesperia through the joint powers collective of the Victor Valley Economic Development Authority, known by its acronym VVEDA, to convince the federal military base re-use authorities that VVEDA offered the best alternative for reclaiming the base. Adelanto, led by then-City Administrator Pat Chamberlaine and a series of warring political factions on the Adelanto City Council, proved no match for the more patient, knowledgeable, sophisticated and well-connected Caldwell and Cox.

On Friday, April 29, 1994 James Boatright, then the Air Force's deputy assistant secretary for installations, signed a lease giving the Victor Valley Economic Development Authority essential dominion over 2,300 acres at the base. On January 9, 1995, the Air Force announced that it would deal with VVEDA exclusively in the discussion with regard to the annexation of the remaining 3,039 acres on the base that VVEDA had not yet leased. At 9 p.m. on February 1, 1995 after a vote of the city council, then-Adelanto

Mayor Judy Crommie and then Mayor Pro Tem Mary Scarpa signed a copy of an agreement previously signed by VVEDA officials that had been forged between the Victor Valley Economic Development Authority and the City of Adelanto in which both entities agreed to end the legal wrangling over the base. With the signing of that peace pact, Adelanto gave up any land claims at the base and further utterly capitulated on all other ownership, entitlement, management, taxing authority and control issues while retaining its previously established water rights on the base property. Once VVEDA safely had the base secured, Caldwell and his support network machinated further to have Victorville assume from the Victor Valley Economic Development Authority primary responsibility, control and ultimately ownership of the air base, rebranded as Southern California Logistics Airport. Victorville thereafter solidified its dominance over the airport through the creation of the Southern California Logistics Airport Authority, which was dedicated to the redevelopment of a 132-square mile area in and around the former Air Force base. Known by its acronym SCLAA, the Southern California Logistics Airport Authority was chartered with the five members of the Victorville City Council serving as its board of directors.

Victorville city officials were committed to transforming the former base's runway and accompanying aviation facilities into the premier civilian airport in the Mojave Desert. Another portion of the base and its surrounding land was slated to house cutting edge technology and industrial operations. And after making the misstep of tearing out an existing rail spur that connected the base to the existing rail line that traversed the desert near the base, the city and the Victor Valley Economic Development Authority locked onto establishing the remainder of the base and

its surrounding property as an intermodal transportation hub involving air cargo, rail freight and nearby Interstate 15. The provision of infrastructure and utilities were a natural priority for the base conversion effort and Buck Johns and his corporation, the Inland Group, had an inside track on this highly lucrative element of the operations.

In 1998, Johns had used his connection to Caldwell to obtain without any competition or adversarial bids clearance to pursue the development of an electrical generating station in Victorville; sphere of influence. Referred to initially as the High Desert Power Plant and later called Victorville 1, Johns and Inland Energy initiated the permitting process for that plant in 1998, and in conjunction with Baltimore-based Constellation Energy completed the project in just under five years. It fired up and tied into the State of California's electrical grid in 2003.

Johns was able to use that success to get the city to venture money towards various other projects he was involved in. During the city's efforts toward encouraging the development of energy sources, including the never-realized 550-megawatt Victorville Power Plant #2 (Victorville 2) and the 14-megawatt Foxborough Electrical Generating Station, the city squandered \$116 million, according to the 2011-12 San Bernardino County Grand Jury. In initiating the relationship with Inland Energy, according to the Grand Jury, Metzler and the city did not seek out any other service providers. "The city entered into the no-bid contract with Inland Energy based on a proposal from the company," according to the grand jury.

In less than four years, between August 2005 and March 2009, the city paid out more than \$13 million to Buck Johns and Inland Energy, with the lion's share of that money going to plan for or construct power plants that were never built.

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While the planning efforts toward the never-built projects provided a substantial windfall for the private interests involved, which in turn made hefty contributions to Caldwell and his circle of political allies including those who served with him on the city council such as Mike Rothschild and Robert Hunter, the city saw no tangible benefits from the more than \$100 million in outlays it made to develop adequate electrical power generating capability at and around the airport. Most of the funding for Victorville's failed pursuit of electrical independence came from bond financing.

Metzler, while yet in his late twenties and early thirties, was beholden to Caldwell and Roberts for putting him on the professional fast track at Victorville City Hall, which rendered him entirely willing to do their bidding. From 2003 until 2010, while functioning in the role of the city's director of economic development, Metzler took action that a more seasoned municipal management professional would have been far more reluctant or cautious or unwilling to carry out. Indeed, Metzler found himself in a position in which he was clearly out of his depth, needing legal assistance to chart his way in the treacherous water he found himself in. Yet the one legal authority he could turn to was the city attorney, Andres de Bortnowsky, who was himself beholden to Caldwell and therefore militating more in favor of Johns and Inland

Power than he was for the city.

According to the 2011-12 San Bernardino County Grand Jury, which had carried a review of the documentation relating to the contractual relationships the City of Victorville through its economic development division and redevelopment agency entangled itself in during the first decade of the century, noted that with regard to the project to develop the Victorville 2 power plant, "The development agreement with Inland Energy was based on a previous agreement between Inland Energy and Constellation Energy for development of the High Desert Power Plant. The agreement was written by attorneys representing Inland Energy using the High Desert Power Plant [Victorville 1] contract as a template. Although the city attorney reviewed and provided comments on a draft contract, it does not appear that the city attorney or other city managers actively negotiated the terms of the agreement to be substantively more beneficial to the city than the template contract it was based on. In fact, the agreement that the city entered into appears to be significantly more generous to the developer than the template agreement." The city made inadequate review of the contract terms, the grand jury found, pointing out that "the 'agreement vaguely defines and poorly controls the provision of services. The agreement with Inland

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Judge's Review Of Challenge To Massive Upland Amazon Warehouse Project Postponed

A determination of whether Bridge Development Partners' effort to construct on the west side of Upland a 201,096-square foot distribution center for on-line retail behemoth Amazon will be able to proceed has been postponed, at least for another six weeks.

A court hearing on a lawsuit challenging the City of Upland's approval of the project last year that was set for Friday, March 12, was put off until April 23, according to Shirley Van Hook-Korn, the court's communication officer. At that hearing, San Bernardino County Superior Court Judge David S. Cohn was to hear oral arguments as to whether or not the environmental certification for the project, made by the city council last year was adequate and in compliance with the California Environmental Quality Act.

After first being previewed to the community in June 2019 as three buildings comprising 977,000 square feet, what was dubbed the Bridge Point Project was down-scaled from what was originally proposed to a single 201,096-square foot facility involving 25 dock high loading bays for 18-wheeler trucks, another 32 bays for de-

livery vans and trucks, along with 1,438 parking spaces around the building. The facility was slated for a 50-acre site in Upland north of Foothill Boulevard slightly east of Central Avenue and south of Cable Airport.

Controversy dogged the project early on. The city allowed the project to proceed toward approval without being subject to a comprehensive environmental impact report, which many Upland residents believe should be carried out for a project of such size, intensity and complexity. Rather, the city elected to use a mitigated negative declaration to complete the environmental review process.

An environmental impact report is an involved study of the project site, the project proposal, the potential and actual impacts the project will have on the site and surrounding area in terms of all conceivable issues, including land use, water use, air quality, potential contamination, noise, traffic, and biological and cultural resources. It specifies in detail what measures can, will and must be carried out to offset those impacts. A mitigated negative declaration is a far less exacting size-up of the impacts of a project,

by which the panel entrusted with the city's ultimate land use authority, in this case the city council, issues a declaration that all adverse environmental impacts from the project will be mitigated, or offset, by the conditions of approval of the project imposed upon the developer.

A cross section of the city's residents disputed the city council's declaration that all impacts from the project had been adequately mitigated, based both on the magnitude of the project and the consideration that the city council lacked land use and environmental expertise. There were questions as well as to whether the zoning at the project site would allow a distribution facility to be established there. Moreover, many people found it highly disturbing that Bridge Development Partners consistently refused to officially acknowledge that Amazon was to be the eventual tenant at the warehouse for the initial 50-year life of the project. Bridge/Amazon has an option to renew the lease on the property for another 50-year period, potentially making the project an issue in the city for the next century. There was and remains a suspicion that the project will be subject to substantial ex-

pansion, without being subject to any further environmental analysis, perhaps to as large as the 977,000 square feet originally proposed, since 1,438 parking spaces is far in excess of what would normally be needed for a 201,096-square foot warehouse. Another major concern was that the project proposal offered no provision for offsetting the sales tax revenue loss that would come about as a consequence of Amazon's on-line operational model or remunerating the city for infrastructure damage that would inevitably occur over a 50-year or potentially a 100-year period if the project were to proceed.

On February 12, 2020, the Upland Planning Commission, with Commissioner Alexander Novokov absent, considered the project and voted 3-to-2, with commissioners Gary Schwary, Linden Brouse and Yvette Walker prevailing, to recommend that the city council not approve project. After two weeks during which the commission members were intensely lobbied, the commission on February 26 met once more to reconsider the project despite its previous rejection, this time with Novokov present. Even though Novokov

cast a vote against recommending approval of the project, two of the commissioners who had voted against the project previously – Gary Schwary and then-Commissioner Linden Brouse – switched their votes, such that in a move unprecedented in Upland's history, the planning commission reversed itself, voting 4-to-2 to recommend that the city council approve the project.

On April 1, 2020, the Upland City Council by a 4-1 vote approved the project, in doing so accepting a \$17 million development agreement offered by Bridge Development Partners. That approval included the council's mitigated negative declaration, which is a far less exacting review of environmental considerations than an in-depth environmental impact report. Thereafter, a contingent of Upland citizens banded together as a group taking on the name Upland Community First. The group's members retained attorney Cory Briggs, who then filed a petition for a writ of mandate, seeking from the court an order that the city revisit the environmental review process for the project, make a determination that the mitigated negative declaration was in-

adequate and require that a full-blown environmental impact report for the project be carried out before the project is allowed to proceed.

As a consequence of the Upland Community First legal filing, any action toward the completion of the project, including site grading has been suspended. In the meantime, Bridge Development Partners has seemingly recruited Bill Velto, who voted last April as a member of the city council to approve the project and who in November was elected Upland mayor, to serve as its agent in approaching members of Upland Community First in an effort to get that group to end its challenge of the project approval. To that end, Velto has indicated via text messages that Bridge Development Partners has expressed a willingness to more than double the \$17 million in project impact offsets the company had agreed to pay in the development agreement for the project approved last April to \$40 million. That offer was conditional upon Upland Community First dropping its demand for a comprehensive environmental impact report and accepting an environmental review that would allow the project

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Nestlé's Divesting Itself Of Its H₂O Operations, Including Arrowhead

from front page

and flipping companies is called private equity. Buying a company has many parallels to buying a house. Companies, like houses, are expensive, so most buyers do not purchase with cash; rather they take on debt and eventually build their ownership, or equity, over time as the debt is paid. On Wall Street, debt is called "leverage" and most private equity deals are "leveraged buyouts." However, this is where homes and companies differ. Companies make money through their day-to-day operations, and the cash

that the company is generating can be used to pay off the leverage, increasing the private equity firm's ownership of the company. Even with minimal management from the private equity investors, money can be made seemingly out of thin air. However, many private equity firms have an "exit strategy" which is akin to flipping a house. In order to make a killing, they often plan to either resell the company to industry rivals or plan to take the company public. Return on investment for such deals can often be over 30 percent, with a twenty-year average of over 10 percent; that certainly beats keeping money in a savings account.

If money coming from

thin air sounds too good to be true, it is; great returns come with great risks. Many bought-out companies flop and the investors backing these private equity deals lose their shirts. Of course, no investor wants to risk losing what he or she is putting into the undertaking, as in the Metropoulos' case, their Playboy mansion, so what are they to do?

Often a limited liability corporation (LLC) is formed, which in the Golden State like a corporation needs to be registered with the California Secretary of State when doing business within the state. A second option would be one of Wall Street's latest innovations: the blank check company,

known as a "special purpose acquisition company," known by the acronym SPAC. What SPACs do is "crowd-source" their funding on the stock exchanges by issuing shares that everyday investors can buy. If enough money is raised through people buying shares, the sponsors of the special purpose acquisition company first dole additional shares out to themselves as founders shares for a fraction of the cost and then these shares can be converted into class A stock with an instant 1,000 times gain. Next the SPAC founders go shopping to buy a company. They do not have to specify what company they plan to buy ahead time and minimal disclo-

tures are practically encouraged under the 2012 JOBS Act. From then on, the SPAC behaves like any other private equity firm but with one big difference: the public takes on the primary risk if the deal goes sour, not the original private equity investors themselves.

The invention of the special purpose acquisition company did not go unnoticed by the Metropoulos family. The Hostess buyout used a SPAC, Gores Holding Inc., with a roll-over contribution from Metropoulos. It is likely that this playbook will be used to buy Nestlé's water operations. A new SPAC named Gores Metropoulos II (Nasdaq: GMIU) was registered with the SEC in January 2021, a

month before the Nestlé deal was announced. The Metropoulos' publicist, Hannah Arnold, denied that a SPAC will be used in the Nestlé water deal.

"This is not a SPAC," Arnold said.

Even though One Rock Capital Partners, LLC's website lists a Los Angeles office, the California Secretary of State's office indicates that company has not filed paperwork, as required by law, to do business in the state. Security and Exchange Commission (SEC) filings for Gores Metropoulos Inc. list an office in Beverly Hills, but there is no filing for that entity listed with the Secretary of

Continued on Page 5

Gomez Faces Set-back from front page

ed in November 2020, is not now and never was a city employee.

On May 17, 2020, Gomez made an unemployment claim using the name "B Gomez." Subsequently, she confirmed that she had been without work from May 17 until June 27.

It is unclear whether Gomez's May 17 claim was made as the consequence of a lay off from employment she had

with an entity other than the city, and whether that claim was precipitated by her employer having reduced its payroll in the immediate aftermath of the contraction in the economy following the onset of the COVID-19 pandemic. Of the benefits provided to her, 28.23101 percent of what Gomez received was based upon income calculated to have come from the city. The remaining 71.7689 percent in benefits that were provided to her was calculated upon income she

received elsewhere.

Within a week of Gomez's filing of the claim, the state Employment Development Department contacted the city, at which point the city's human resources division responded to Sacramento, informing the state that Gomez was an elected official rather than a municipal employee. Nevertheless, the Employment Development Department made a determination that Gomez was eligible to receive \$233 per week. Information received

but not confirmed by the Sentinel was that Gomez also received a weekly \$600 per week federal unemployment benefit that lasted until July.

By August, city officials inquired of Gomez directly to ascertain if she had in fact made the application for the unemployment benefits. Reportedly, the city wanted to determine whether the application might have been made by some other individual engaged in identity theft who was using Gomez's name or social security num-

ber. When she did not respond, Metzler sent a letter to state officials, outlining the city's belief that Gomez had fraudulently made the application.

There were two elements to the accusation leveled at Gomez. One is that she is not and was never employed by the city. The second is that the city never ceased the payments it did make to Gomez.

Gomez received from the City of Victorville in 2019, according to Transparent California,

total compensation of \$23,314.00, consisting of regular pay of \$11,314.00 and further pay of \$1,800 for total pay of \$13,114 plus benefits equal to \$10,200. According to the city, the money and benefits provided to Gomez consist of a monthly stipend of \$943 and benefits she is eligible to receive as an elected official plus a per-meeting augmentation she is provided for serving on adjunct committees or joint powers boards involving

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Upland City Council's Failure To Consult With City Attorney During Its Public Session On A Controversial Question Regarding Having A Quorum Of Its Members On The Board Of A Local Water Company Suggests The Issue Was Dealt With Beforehand, Raising The Specter Of A Possible Violation Of The Brown Act

from front page

nio Water company and a 91.18 percent owner of the West End Consolidated Water Company.

The San Antonio Water Company draws water by means of diversions from above-ground streams in San Antonio Canyon and seven wells, utilizing two booster pump stations that send water through 21 miles of pipeline to three reservoirs.

The West End Consolidated Water Company has four active wells and two currently inactive wells.

Though the city has a controlling interest in both the San Antonio and West End water companies, in recent years the city has avoided placing more than a single member of the city council onto the boards of those companies, although it has not hesitated in arranging the appointments of former council members to those panels.

While the lion's share of the water harvested by the San Antonio Water Company is ultimately used in Upland, a significant portion of that company's water is utilized in San Antonio Heights, an unincorporated county area north of the city. Indeed, a significant portion of the water the San Antonio Water Company draws comes from San Antonio Heights itself. Though the City of Upland and its residents and San Antonio Heights and

its residents have a commonality of interest in the San Antonio Water Company, in particular maintaining its wells, reservoirs and facilities, there are occasional diversions of interest between on one side, San Antonio Heights and its residents, and on the other, Upland and its residents. When such differences manifest, this creates a conflict of loyalties for any member of the city council who is also a San Antonio Heights Water Company board member. In some cases, this can also result in a legal conflict of interest in that the council member may have a monetary interest if his or her vote, either as a council member or as a board member, either clashes with or corresponds to his or her own personal financial interest. In such cases, participating in such a vote could be or indeed is a violation of the law, specifically California Government Code 1090, a felony that could subject the officeholder to both a prison sentence and a ban from holding public elected office in California ever after. To avoid such a violation of the law, the official must abstain from voting, which is also referred to the elected official recusing himself or herself.

Former Upland City Attorney James Markman as recently as 2019 advised the city council

it therefore would be best if the council appointed no more than a single currently-serving representative from among its members to either of the two water company boards. The council until recently adhered to that device.

Until Monday night, the only current member of the Upland City Council serving on the San Antonio Water Company board was Councilman Rudy Zuniga, although among that panel's seven members were former councilmen Tom Thomas and Gino Filippi. Prior to Monday night, none of the five members of the West End Water Company's board were current members of the city council, though two, Tom Thomas and Sid Robinson, were former city councilmen.

On February 8, when Mayor Bill Velto in his purview as mayor sought to elevate himself and Dan Richards to the San Antonio Water Company Board of Directors, Councilwoman Maust referenced the opinion rendered by former City Attorney Markman. Markman, who departed as city attorney in 2019, was replaced as Upland city attorney by Steven Flower, who was one of Markman's colleagues with the law firm of Richards Watson & Gershon. As chance would have it, the February 8 meeting was the last forum at

which Flower functioned as city attorney. Shortly thereafter, the city terminated the contract for legal services it had with Richards Watson & Gershon, replacing it with the law firm of Best Best & Krieger. Simultaneously, Flower was supplanted as city attorney by Steven Deitsch, a partner with Best Best & Krieger.

On February 8, Councilwoman Maust made a convincing enough assertion of the principles inherent in Markman's longstanding advice, including quoting him verbatim, to essentially convince two of her colleagues, Councilwoman Janice Elliott and Councilman Carlos Garcia, that unless Zuniga was to step down from the San Antonio Water Company Board, the city should hold off on confirming Velto as a board member to that same panel because there was at least a potential if not a real conflict of interest and/or undesirable complications in appointing more than one of the council's members to the board. This did not sit well with Velto and Zuniga, both of whom seemed intent on having Zuniga remain as a member of the San Antonio Water Company Board of Directors and having Velto join him on that panel. Despite Velto's and Zuniga's sentiments, they were out-muscled politically by their three council colleagues at that point.

This week, on March 8, with Richards Watson & Gershon no longer representing the city and Deitsch functioning in the place of Flower,

the council convened. Whereas on February 8, the only appointment discussions agendized for that evening's meeting pertained to the San Antonio Water Company, this week the council encountered an agenda that contained an item calling for the city council to consider appointments to the San Antonio Water Company as well as to the West End Water Company boards of directors. As per city policy and tradition, the mayor nominates those of his or her choosing and the full council then votes on whether to confirm or not confirm the suggestions.

Skillfully, Velto took up the appointments to the West End Water Company's board, where four appointments were to be made, first. He then nominated Elliott, Maust, Garcia and former Upland Planning Commissioner Shelly Verrinder to those posts. This move, while flying in the face of the majority council reasoning that had prevailed on February 8 when it had been applied to the San Antonio Water Company Board of Directors and contradicting the counsel of former City Attorney Markman, nevertheless appealed directly to the vanity of the three members of the council who had previously obstructed Velto in his rush to his intended goal. Of note was that no appeal was made to Deitsch to weigh in on the advisability or legality of the move that would transform three-fifths of the West End board into members of

the city council. Nor was it mentioned that a fifth member, the holdover from the previous board make-up, was Tom Thomas, a former city councilman. Without any explanation of how the conflict or complication that was belabored during the meeting on February 8 had been resolved, the council voted unanimously to confirm Velto's nominations. The only direct assertion that allowing more than one city council member onto the water company boards would not create a conflict or complication came from Velto. Deitsch made no effort to contradict that assertion nor expound upon, expand upon or confirm it. This implied that Deitsch, as city attorney, had given the council, either in closed session or individually, some justification for allowing the appointments to proceed.

Many observers of the meeting were mystified to why Deitsch was remaining silent with regard to the issue and on what grounds the city and city council could consider Markman's counsel to no longer be operative. Nor did Deitsch explain how the city council would be able to bypass a conflict of interest growing out of a circumstance when the council is called upon to vote with regard to anything pertaining to the West End Consolidated Water Company when a quorum of the city council serves on that company's board, and those three members

Continued on Page 13

California Voters' 2016 Passage Of Proposition 64 Legalized Marijuana Use, Allowing For Domestic Cultivation Of The Plant *from front page*

state to regulate commercial activities related to its sale for recreational use, including the collection of a 15 percent excise tax and an additional \$9.25 per ounce of flower or \$2.75 per ounce of leaf. Proposition 64 required that businesses selling marijuana obtain a license from the state-level Bureau of Marijuana Control, and left up to local governments the option of requiring permits for businesses to

allow on-site consumption. The proposition simultaneously prohibited shops selling marijuana from engaging in the sale or consumption of alcohol or tobacco. Under the proposition, local governments retained the option to completely ban marijuana-related businesses.

Under Proposition 64, adults 21 and older can, both at home and in public, possess up to 28.5 grams of cannabis or up to eight grams of hashish. Like everything in life there are certain restrictions. Smoking or eating cannabis in public, or where tobacco is banned, is prohibited. It cannot be smoked within 1,000 feet of schools, day care centers and

other places where children gather. One cannot consume the substance while driving or boating, and open marijuana containers cannot be carried inside vehicles. Adults under 21 caught with more than one ounce – 28.5 grams – can be fined up to \$500, and receive a six-month jail sentence.

Implements to imbibe marijuana – pipes, accessories and other paraphernalia – are legal and no longer considered contraband in California. Adults can freely hand the substance around to one another, as long as they are not selling it. Selling it requires a license. The cultivation provision of the law allowed adults 21 and old-

er to grow up to six cannabis plants on their own premises as long as they own the property or have the property owner's permission, and it is kept out of immediate public view. Cities have the option of banning personal outdoor cultivation but cannot stop legal age adults from growing up to half a dozen plants at any given time indoors. If more than an ounce is grown, it is legal for the cultivator to keep it on his or her property.

Fontana officials, unaccepting of the passage of Proposition 64, reacted in January 2017 by manipulating the language in the proposition related to banning outdoor gardens and being able to “reasonably regu-

late” indoor cultivation, undertook to test the limit of what is “reasonable” with the passage of Ordinance No. 1758. The ordinance drafted by city staff, and approved by the city council led by Acquanetta Warren essentially undermined the California Legislature and Proposition 64 within the Fontana City limits by requiring Fontana residents seeking to grow marijuana inside their own home to obtain a \$411 permit from the city, pay for background checks, bring any arrearages on overdue city fees to a close, get not just permission from their landlords if they were renters but a notarized certificate of clearance from the property owner,

and agree to allow city officials to inspect their homes at any time of the city's choosing, 24 hours a day.

At that point, Mike Harris injected himself into the situation.

Previously, in early 2016, Harris told the *Sentinel* that it appeared as if Proposition 64 was going to make it onto the ballot, and that polling looked positive. Around the same time, the California League of Cities declared that cities which did not preemptively pass a responding ordinance would be defaulted into the state guidelines with regard to marijuana. In response, the Fontana Planning

Continued on Page 6

Despite Apparent Willingness Of Venture Capitalists To Buy Nestlé's H₂O Operations, Questions Persist About Rights To The Water Involved *from front page*

State. It would appear that neither One Rock Capital Partners, LLC nor Gores Metropoulos Inc is legally operating in the State of California.

The water deal was reportedly valued at \$4.3 billion. The *Sentinel* contacted One Rock to clarify if this price was the purchase price, market capitalization or equity valuation, but no clarification was made. People familiar with private equity deals say the \$4.3 billion is not the price being paid. If investors blindly hand over their money for Metropoulos to go shopping, the investors may not know what they are walking into.

Over the past five years, the Arrowhead water withdrawals in the San Bernardino National Forest have been under a great deal of scrutiny. These withdrawals occur at the Strawberry Creek headwaters around 5,000

feet elevation using a two-mile pipeline that terminates at a holding area along Old Waterman Canyon Road. The water is then picked-up by large tanker trucks and hauled to a bottling plant. The groundwater withdrawals are reported to the San Bernardino Municipal Valley Water, which at present is taking steps toward initiating litigation against Nestlé Waters of North America over those withdrawals. On March 2, the San Bernardino Municipal Valley Water District Board of Directors met in closed session to discuss pending litigation against Nestlé Waters of North America, Inc. Upon the board reconvening, it was announced that the board gave direction to legal counsel, but no further information is available.

One reason potential investors in the Gores Metropoulos II special purpose acquisition company may be well-advised to exercise caution is that there are questions as to whether Nestlé has a legitimate claim to and any future guaranteed access to the water that is the centerpiece of the Arrowhead Spring Water Bottling Enterprise.

The state water board has an ongoing investigation into both Nestlé's Arrowhead operation and water rights as the California Water Board has ultimate determina-

tive authority over water right issues throughout the Golden State, including on federal lands therein.

In 2017, the water board's initial investigation limited Nestlé's temporarily authorized water withdrawals in the San Bernardino Mountains to 26 acre-feet a year.

An acre foot equals 325,851.4 gallons or 43,560 cubic feet, the amount of water that would cover one acre, 43,560 square feet, to the depth of one foot.

The 26 acre-feet allotment is about 20 percent of the 192 acre-feet (62.56 million gallons) Nestlé was previously siphoning from Strawberry Canyon annually. Records indicate that Nestlé has not complied with the reduced authorized water orders, and that the company took 144 acre-feet in 2017, 141 acre-feet in 2018 and 210 acre-feet in 2019, with no indication of compliance in 2020 or 2021.

This has left Nestlé's Arrowhead Spring Water bottling division potentially vulnerable to enforcement action and hefty fines. Moreover, Nestlé's action is likely to prompt the state water board to make an exhaustive review of the water rights pertaining to the Arrowhead Spring Water operation that grew out of that company's corporate precedes-

sor's claims to the water drawn at the 5,000 foot elevation in Strawberry Canyon. The *Sentinel's* review of the public record indicates those rights were erroneously conflated with a spring much lower down the mountain at the 2,000 foot elevation proximate to the historic Arrowhead Springs Hotel. It thus would appear that Nestlé does not, in fact, have a valid claim to the water it is attempting to market to the Metropoulos Family.

In a recent correspondence obtained by the *Sentinel*, state water board officials indicated that the new owners would need to comply with California laws and regulations and be the respondent to the water rights being investigated.

The US Forest Service permit for the Arrowhead pipeline expires in August 2021. According to the permit terms, the permit is non-transferable; the new owner would need to reapply for the permit with conditions attached. If the water rights case rules against Nestlé and a determination that environmental damage has been done to Strawberry Canyon and/or forest property dependent upon the aquifer Strawberry Creek supplies, specific liability on Nestlé's part could follow, including accountability for making false claims to the

federal government to obtain a permit. This legal trouble is only a fraction of the liabilities mounting for Nestlé Waters North American water bottling operations in the U.S. and Canada.

Nestlé boasts on the One Rock website that it “conserves 18,000 acres of natural watershed area,” but Nestlé does not own the San Bernardino National Forest, nor does it have, at present, any established water rights in the San Bernardino Mountains. Drafting billions of gallons of spring water or groundwater out of drought-stricken California clashes with the state government's intended goal of conservation. Much of Nestlé's water appears to be the product of water contracts like the contract in Deer Canyon with Cucamonga Water District. Others are of questionable spring or groundwater withdrawals including ones in Running Springs and Southern Pacific Springs at the edge of the San Bernardino National Forest.

Across the country there is a great deal of litigation over Nestlé's water use including a class action lawsuit involving Poland Springs in Maine. Other permits are not transferable or under litigation. There is curiosity in some circles as to why the Metropoulos Family is pursuing Nestlé's troubled waters,

beset with so much pending liability and litigation across North America, including circumstances like those in the San Bernardino Mountains, where the potential exists that at some point, perhaps sooner rather than later, it will be determined that the owner of the Arrowhead brand has no rights to the water it claims it owns. Unknown is whether the Metropoulos Family knows something the rest of the public does not. Also unknown is whether Nestlé's corporate officers know something the Metropoulos Family does not.

Perhaps the private equity deal now being gestated between One Rock Capital Partners, LLC and the Metropoulos partnership and Nestlé represents a Wall Street play to start commoditizing water in an unregulated framework. If so, this marks a turn in the way the world works, one in which stock shares of water are to be bought and sold in the same way shares of Apple or Johnson & Johnson or the Ford Motor company are. This runs counter to the laws of nature and biology. Humans may crave Twinkies from time to time, but they need water to live. Wildlife needs water, not Twinkies. When forests burn, firefighter rely on water, not Twinkies.

Project Phoenix

from front page

tention, leading to the city taking legal action in Sacramento Superior Court, where Judge Michael P. Kenny ultimately ruled against the Department of Finance in April 2014 and granted the petition for a writ of mandate on behalf for the City of Twentynine Palms, allowing the city to utilize the bond money for the fulfillment of Project Phoenix. After appealing Judge Kenny's ruling and losing, the

Department of Finance on May 14, 2015 capitulated, stating in a letter it would no longer oppose Twentynine Palms' last remaining redevelopment agency project.

The city is using the firm of Tilden-Coil to serve as the project manager.

The project has been adjusted from what it was originally conceived as. The work to begin this month relates to the Community Center and the Joshua Tree National Park Visitor Center elements of the current plan.

Eventually, the \$12 million in tax allocation bonds that were issued for the project will be augmented with another \$9 million in funding, and the \$21 million project, centering on the

property at Twentynine Palms Highway and Yucca Avenue, will establish a "pocket park," from which a paseo, or walkway, will wend to what is to become the Twentynine Palms Community

Center, a cultural center and the new Joshua Tree National Park Visitor Center. Other elements of the project include the undergrounding of utility lines, specific infrastructure and util-

ity improvements, and the construction of sewerage lines which are to lead from downtown businesses to a package treatment plant.

-Mark Gutglueck

Gomez from page 4

Victorville and other governmental entities.

Victorville's counterclaim against Gomez went to the Unemployment Appeals Commission, which held hearings related to it in December 2020 and February 2021. Judge Tyler made a deci-

sion on March 4, 2021.

In his ruling, Judge Tyler held, "the claimant has received a stipend of \$943 per month plus a slush fund of \$850 per month. The claimant's stipend was paid without the withholding of unemployment tax or disability tax. California Unemployment Insurance

Code Section 1279(2)(c) states that wages do not include any payments, regardless of their designation, made by a city of this state to an elected official as an incident to public office. As a consequence, the claimant is ineligible for unemployment insurance benefits based on the fact that she

is an elected official."

According to Judge Tyler, "Additionally, there has been no break in the claimant's payments and her service since 2016. The claimant's application indicated that she has ceased working, which is not the

Continued on Page 14

Grand Jury Found Victorville "Squandered" \$116 Million On Never-Built Power Plants

from page 2

Energy allows for the company to be compensated for two types of services: (1) 'development services' and (2) 'supplemental services.'" Ultimately, according to the grand jury, Buck Johns and Inland Energy managed to get Metzler

to agree to have those "services... expanded to include assistance with the construction of the plant," even though the plant was never actually completed. "Inland Energy was paid approximately \$12.2 million from 2005 to 2010 for development services related to the Victorville 2 project. While these services, to an extent, may have been related to the Victorville 2 project, the supplemental services clause has been used to justify services completely unrelated to

the project. Specifically, the city has paid over \$607,000 to Inland Energy through May 2010 under this clause for other, consistently unsuccessful, projects. These expenditures have included over \$166,000 for consulting services related to the city's unsuccessful efforts to obtain federal grant funding under the U.S. Department of Homeland Security's Immigrant Investor Program, also known as 'EB-5', and over \$182,000 for consulting services related

to the city's unsuccessful attempt to develop and construct a power plant at the Foxborough Industrial Park in the Bear Valley Redevelopment Project Area. Additionally, Inland Energy was paid over \$258,000 for consulting services related to the city's efforts to investigate the possibility of becoming a community choice aggregator. While this service was related to the Victorville 2 project, it ultimately provided no tangible benefits to the project, the city, or

Southern California Logistics Airport."

According to the 2011-12 San Bernardino County Grand Jury, the contract performance terms were poorly constructed and implemented. "The development agreement contains no effective performance measures for Inland Energy," the report states. "There are no specific mechanisms that would allow the city council or city management to hold the contractor accountable for its performance."

Of note is that at a crucial time when much of this was ongoing, from 2007 until 2008, Metzler was distracted, attending classes at San Bernardino State University's College of Business and Public Administration where he was getting his master's degree in business administration.

It appears that Metzler either did not scrutinize the billings that came in from Inland Energy in the 2008 timeframe, or if he did, that he merely

Continued on Page 14

Hearing On Amazon Project Delayed

from page 3

to proceed, without any of the changes that would typically be required by an environmental impact report. Upland Community First spurned those offers, and remains intent on forcing the issue through the writ of man-

date proceeding, remaining optimistic that the law favors it in its effort to require that an environmental impact report be done. Upland Community First's members believe a properly done environmental impact report will result in the imposition of conditions on the project that will truly mitigate the untoward elements of the

project which will have a deleterious impact Upland residents' quality of life and health and safety for at least 50 years and perhaps a century if Amazon renews the lease on Bridge Development Partners' warehouse.

Members of Upland Community First told the *Sentinel* that their legal team was fully prepared to go into court to

make a case that the full-blown environmental impact report needed to be carried out. On Tuesday, March 9, shortly after Van Hook-Korn informed the *Sentinel* that today's hearing was to be postponed, a phone call to Upland Community First spokeswoman Lois Sicking Dieter was made. At that point, Sicking Dieter had yet

to be informed of the continuation. After verifying that the court had rescheduled the hearing for April 23, she said that the delay had come not at the request of Upland First, but rather as a consequence of either Judge Cohn's determination that the hearing needed to be postponed or a request by the city. Efforts to obtain from

the city, which has recently changed its legal representation from the law firm of Richards Watson & Gershon to the law firm of Best Best & Krieger, whether it had made the continuance request and, if so, the grounds for seeking the continuance elicited no response.

-Mark Gutglueck

"Disgusted" With Voters' Legalization Of Marijuana Usage, Fontana Officials Imposed Invasive Regulations On Domestic Cultivation That Failed To Withstand A Legal Challenge

from page 5

Commission put forth an ordinance laying out restrictions that would govern indoor cultivation. Harris spoke at the commission meeting against their recommendations. The city council passed the ordinance later that year after the election.

Shortly after Proposition 64 passed, Mayor Warren publicly re-

marked that "it disgusts me that a majority voted for it."

Over the 2016 Christmas Holiday Harris learned from Lieutenant Commander Diane Wattles Goldstein, who was the current head of the Law Enforcement Action Partnership that the Drug Policy Alliance had plans to fight cities that were attempt to pre-

empt the provisions of Proposition 64, and that NORML, the National Organization for the Reform of Marijuana Laws, was geared up to assist in this endeavor.

Harris introduced himself to people who had connections to the Drug Policy Alliance. After the passage of Ordinance No. 1758, he offered himself as a plaintiff in a suit challenging it. Drug Policy Alliance board members, noting that Fontana's ordinance was as restrictive of a measure as they had yet seen, started putting together a legal team. Harris carried the ban-

ner, becoming the poster boy for marijuana use rights in Fontana. The American Civil Liberties Union jumped on board.

On June 4, 2017, Harris filed his case. He was represented by Geoffrey Yost, Anthony Beasley and Mark Berghausen of the law firm O'Melvany & Myers as well as Joy Haviland, Thesia Naido and Jolene Forman with the Drug Policy Alliance, as well as Michael Risher and William Freeman of the American Civil Liberties Union.

Through 2017 and into late 2018, court briefs were filed. In November 2018, Judge Da-

vid Cohn heard the matter. He tentatively ruled in favor of Harris on just about everything, holding forth at some length about how the city went too far. Judge Cohn said that if city officials wanted to inspect the cultivation activity at Harris's home, they would need to first obtain a warrant on the basis of probable cause to believe they would uncover evidence of a crime ahead of time. This corresponded in the main with Harris's fundamental argument.

Harris said he is of the mind that, "Just because a private citizen engages in a legal activity, it does

not mean he has to surrender his legal rights to do it." Fontana wanted to treat folks as if they were on parole, with unchecked police power, he said.

In December 2018, the court published its finalized decision in the matter of Harris v. Fontana. Judge Cohn found that "the restrictions on who may cultivate cannabis for personal use in Fontana are arbitrary and capricious because they disallow certain persons from doing what state law specifically allows them to do. The only re-

Continued on Page 16

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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. S-37 at 9:00 a.m. on APRIL 6, 2021 at Superior Court of California, County of San Bernardino, 247 West Third Street, San Bernardino, CA 92415, San Bernardino District.

Filed: FEBRUARY 17, 2021
JUDGE TARA REILLY

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 the Petitioner: MICHAEL C. MADDUX, ESQ. 1894 COMMERCENTER WEST, SUITE 108 SAN BERNARDINO, CA 92408
Telephone No: (909) 890-2350

Fax No: (909) 890-0106
Published in the San Bernardino County Sentinel on March 5, MARCH 12 & March 19, 2021.

NOTICE OF PETITION TO ADMINISTER ESTATE OF: CHERYL D. WILLIAMS

CASE NO. PROPS 2100198
To all heirs, beneficiaries, creditors, contingent creditors, and persons who may otherwise be interested in the will or estate, or both of CHERYL D. WILLIAMS

A PETITION FOR PROBATE has been filed by ERIKA MARIE MILLET in the Superior Court of California, County of SAN BERNARDINO.

THE PETITION FOR PROBATE requests that ERIKA MARIE MILLET be appointed as personal representative to administer the estate of the decedent.

THE PETITION requests authority to administer the estate under the Independent Administration of Estates Act. (This authority will allow the personal representative to take many actions without obtaining court approval. Before taking certain very important actions, however, the personal representative will be required to give notice to interested persons unless they have waived notice or consented to the proposed action.) The independent administration authority will be granted unless an interested person files an objection to the petition and shows good cause why the court should not grant the authority.

A hearing on the petition will be held in Dept. No. S-37 at 9:00 a.m. on APRIL 19, 2021 at Superior Court of California, County of San Bernardino, 247 West Third Street, San Bernardino, CA 92415, San Bernardino District.
Filed: FEBRUARY 10, 2021
JUDGE TARA REILLY

IF YOU OBJECT to the granting of the petition, you should appear at the hearing and

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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 the Petitioner: MICHAEL C. MADDUX, ESQ. 1894 COMMERCENTER WEST, SUITE 108 SAN BERNARDINO, CA 92408
Telephone No: (909) 890-2350

Fax No: (909) 890-0106
Published in the San Bernardino County Sentinel on March 5, MARCH 12 & March 19, 2021.

NOTICE OF PETITION TO ADMINISTER ESTATE OF LEO ESPINAR JR., CASE NO. PROPS2100187

To all heirs, beneficiaries, creditors, and contingent creditors of LEO ESPINAR JR., and persons who may be otherwise interested in the will or estate, or both:

A petition has been filed by JOHNNY RAY ESPINAR in the Superior Court of California, County of SAN BERNARDINO, requesting that JOHNNY RAY ESPINAR be appointed as personal representative to administer the estate of LEO ESPINAR JR. Decedent died intestate. (The petition requests authority to administer the estate under the Independent Administration of Estates Act. This will avoid the need to obtain court approval for many actions taken in connection with the estate. However, before taking certain actions, the personal representative will be required to give notice to interested persons unless they have waived notice or have consented to the proposed action. The petition will be granted unless good cause is shown why it should not be.)

THE PETITION is set for hearing in Dept. No. S37 at SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO SAN BERNARDINO DISTRICT - PROBATE DIVISION 247 W. 3rd STREET SAN BERNARDINO, CA 92415-0212 on April 15, 2021 at 09:00 AM.

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

IF YOU ARE A CREDITOR or a contingent creditor of the 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 subdivision (b) of Section 58 of the California Probate Code, or (2) 60 days from the date of mailing or personal delivery of the notice to you under Section 9052 of the California Probate Code.

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

Petitioner: JOHNNY RAY ESPINAR
21215 MULTNOMAH RD.

Public Notices

APPLE VALLEY, CA 92308
Telephone: 760-589-5027
Published in the San Bernardino County Sentinel on March 5, MARCH 12 & March 19, 2021.

FBN 20210002262
The following person is doing business as FP CO 10622 BRYANT ST SPC 62 YUCAIPA, CA 92399: FREDERICO A. PALMA 10622 BRYANT ST SPC 62 YUCAIPA, CA 92399 [and] GIGLYOLLA P. PALMA 10622 BRYANT ST SPC 62 YUCAIPA, CA 92399

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

S/ FREDERICO A. PALMA
This statement was filed with the County Clerk of San Bernardino on: 3/4/2021 I hereby certify that this is a correct copy of the original statement on file in my office.

Began Transacting Business: FEBRUARY 4, 2021
County Clerk, Deputy I137

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 3/5/ 3/12, 3/19 & 3/26, 2021.

FBN 20210002262
The following person is doing business as FP CO 10622 BRYANT ST SPC 62 YUCAIPA, CA 92399: FREDERICO A. PALMA 10622 BRYANT ST SPC 62 YUCAIPA, CA 92399 [and] GIGLYOLLA P. PALMA 10622 BRYANT ST SPC 62 YUCAIPA, CA 92399

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

S/ FREDERICO A. PALMA
This statement was filed with the County Clerk of San Bernardino on: 3/4/2021 I hereby certify that this is a correct copy of the original statement on file in my office.

Began Transacting Business: FEBRUARY 4, 2021
County Clerk, Deputy I137

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 3/5/ 3/12, 3/19 & 3/26, 2021.

FICTITIOUS BUSINESS NAME STATEMENT FILE NO-20210001826

The following person(s) is(are) doing business as: J Designs By BJ, 1218 SO. Cypress Avenue., #A, Ontario, CA 91762, Bobbie Gibbs, 1218 SO. Cypress Avenue #A, Ontario, CA 91762

Business is Conducted By: An Individual

Signed: BY SIGNING BELOW, I DECLARE THAT ALL INFORMATION IN THIS STATEMENT IS TRUE AND CORRECT. A registrant who declares as true information, which he or she knows to be false, is guilty of a crime. (B&P Code

Public Notices

17913) I am also aware that all information on this statement becomes Public Record upon filing.

s/ Bobbie Gibbs
This statement was filed with the County Clerk of San Bernardino on: 02/23/2021

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

Began Transacting Business: 11/01/20
County Clerk, s/ E2485

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).

03/05/2021, 03/12/21, 3/19/21, 3/26/21

FBN 20210000017 The following person is doing business as BEL AIR BLVD 14762 SHADOW DRIVE FONTANA, CA 92337 JASMINE HENDERSON [and] JANAYA HENDERSON 14762 SHADOW DRIVE FONTANA, CA 92337 This Business is Conducted By: A GENERAL PARTNERSHIP BY SIGNING BELOW, I DECLARE THAT ALL INFORMATION IN THIS STATEMENT IS TRUE AND CORRECT. A registrant who declares as true information, which he or she knows to be false, is guilty of a crime. (B&P Code 17913) I am also aware that all information on this statement becomes Public Record upon filing.

S/ JASMINE HENDERSON
This statement was filed with the County Clerk of San Bernardino on: 1/04/2021 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, Deputy D511
NOTICE- This fictitious business name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not of itself authorize the use in this state of a fictitious name in violation of the rights of another under federal, state, or common law (see section 14400 et. Seq. Business & Professions Code). Published in the San Bernardino County Sentinel on 1/29, 2/5, 2/12 & 2/19, 2021 & Corrected on 03/05/21, 03/12/21, 03/19/21, 03/26/21

NOTICE OF PETITION TO ADMINISTER ESTATE OF HELEN JACKSON-THOMAS aka HELEN JACKSON, CASE NO. PROPS 2100234

To all heirs, beneficiaries, creditors, and contingent creditors of HELEN JACKSON-THOMAS aka HELEN JACKSON, and persons who may be otherwise interested in the will or estate, or both: A petition has been filed by SCHYIEMA R. YOUNG in the Superior Court of California, County of SAN BERNARDINO, requesting that SCHYIEMA R. YOUNG be appointed administrator to administer the estate of ALETHA JOY LORBER.

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

The petition requests authority to administer the estate under the Independent Administration of Estates Act. This authority will allow the personal representative to take many actions without obtaining court approval. Before taking certain very important actions, however, the personal representative will be required to give notice to interested persons unless they have waived notice or consented to the proposed action. The independent administration authority will be granted unless an interested person files an objection to the petition and shows good cause why the court should not grant the authority.

A hearing on the petition will be held in Dept. No. S-36P at 9:00 a.m. on APRIL 22, 2021 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

Public Notices

The petition is set for hearing in Dept. No. S36P at SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO SAN BERNARDINO DISTRICT - PROBATE DIVISION 247 W. 3rd STREET SAN BERNARDINO, CA 92415-0212 on April 13, 2021 at 09:00 AM

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

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

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

Attorney for the Petitioner: MARY M. BADER 9227 HAVEN AVENUE, SUITE 368 RANCHO CUCAMONGA, CA 91730 Telephone: (909) 945-2775 Fax: (909) 945-2778

Published in the San Bernardino County Sentinel 3/12, 3/19 & 3/26, 2021.

NOTICE OF PETITION TO ADMINISTER ESTATE OF: WILLIAM RONALD DUKE

CASE NO. PROPS 2100216

To all heirs, beneficiaries, creditors, contingent creditors, and persons who may otherwise be interested in the will or estate, or both of WILLIAM RONALD DUKE

A PETITION FOR PROBATE has been filed by WILLIAM RANDALL DUKE in the Superior Court of California, County of SAN BERNARDINO.

THE PETITION FOR PROBATE requests that WILLIAM RANDALL DUKE 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. S-36P at 9:00 a.m. on APRIL 22, 2021 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

Public Notices

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 the Petitioner: MICHAEL C. MADDUX, ESQ.

1894 COMMERCENTER WEST, SUITE 108 SAN BERNARDINO, CA 92408
Telephone No: (909) 890-2350

Published in the San Bernardino County Sentinel on March 12, 19 & 26, 2021.

S T A T E M E N T OF DAMAGES
CASE NUMBER: 37-20 18-00023399-C U-PA-CTL (Personal Injury or Wrongful Death) PLAINTIFF: Raquel Agencia Santos DEFENDANT: Argos Transportation Corp, Vincent Victor Cardenas and Lobotrans Corporation. Plaintiff: Raquel Agencia Santos seeks damages in the above-entitled action, as follows: General damages: PAIN SUFFERING AND INCONVENIENCE [of] \$200,000.00 EMOTIONAL DISTRESS [of] \$5,000 Special Damages: MEDICAL EXPENSES (to date) [of] \$81,365.22 LOSS OF EARNINGS (to date) [of] \$15,000.00

LOSS OF FUTURE EARNINGS CAPACITY (present value) [of] \$40,000.00
37-20 18-00023399-C U-PA-CTL SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 W Broadway
MAILING ADDRESS: 330 W Broadway
CITY AND ZIP CODE: San Diego, CA 92101
Branch Name: Central - Hall of Justice

A T T O R N E Y S FOR PLAINTIFF
Raquel Agencia Santos
Jennifer B. Siverts, Esq. (SBN: 247060)
Christopher D. Anderson, Esq. (SBN: 303129)

Law Offices of Jennifer B. Siverts
4455 Morena Boulevard, Suite 213
San Diego, CA 92117
Telephone No.: 272-5800
Date: January 5, 2021
s/ Jennifer B Siverts

Public Notices

Published in San Bernardino County Sentinel: 3/12, 3/19, 3/26 & 4/2, 2021

FBN 20210002299
The following person is doing business as RANCHO LEATHER STUDIO 11450 CHURCH ST APT 77 RANCHO CUCAMONGA, CA 91730: HSIAO-HUA SILVIA LIU 11450 CHURCH ST APT 77 RANCHO CUCAMONGA, CA 91730

Mailing Address: PO BOX 3304 RANCHO CUCAMONGA, CA 91729

This Business is Conducted By: AN INDIVIDUAL

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

S/ HSIAO-HUA SILVIA LIU

This statement was filed with the County Clerk of San Bernardino on: 3/08/2021

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, Deputy 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). Published in the San Bernardino County Sentinel on 3/12, 3/19, 3/26 & 4/2, 2021.

FBN 20210002490

The following person is doing business as KEMPTON NOTARY & LIVE SCAN SERVICE 280 LEXINGTON STREET UPLAND, CA 91784 TAMMY J HELLEIN 280 LEXINGTON STREET UPLAND, CA 91784

This Business is Conducted By: AN INDIVIDUAL

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

S/ TAMMY J. HELLEIN
This statement was filed with the County Clerk of San Bernardino on: 3/12/2021

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, Deputy 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). Published in the San Bernardino County Sentinel on 3/12, 3/19, 3/26 & 4/2, 2021.

FICTITIOUS BUSINESS NAME STATEMENT FILE NO-20210001525

The following person(s) is(are) doing business as: Taxes By Bonnie, 49630 29 Palms Hwy, Morongo Valley, CA 92256, Mailing Address: P O Box 1230, Morongo Valley, CA 92256, Bonnie M Miller, 49630 29 Palms Hwy, Morongo Valley, CA 92256

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,

Public Notices

SERVICES 15116 FOX RIDGE DR FONTANA, CA 92336; ANGELICA SOTELO 15116 FOX RIDGE DR FONTANA, CA 92336

Statement filed with the County Clerk of San Bernardino on: 02/24/2021 I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

Published in the San Bernardino County Sentinel 03/12/2021, 03/19/2021, 03/26/2021, 04/02/2021 CNBB102021041R

FBN 20210001821 The following person is doing business as: LOS MANIACOS TACOS; LMT 15116 FOX RIDGE DR FONTANA, CA 92336

The business is conducted by: AN INDIVIDUAL The registrant commenced to transact business under the fictitious business name or names listed above on: FEB 17, 2021

Statement filed with the County Clerk of San Bernardino on: 02/23/2021 I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

Published in the San Bernardino County Sentinel 03/12/2021, 03/19/2021, 03/26/2021, 04/02/2021 CNBB10202105CH

FBN 20210001750 The following person is doing business as: EMPIRE AUTO GLASS 6322 ACORN CIR SAN BERNARDINO, CA 92407

Statement filed with the County Clerk of San Bernardino on: 02/22/2021 I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

Public Notices

another under federal, state, or common law (see Section 14400 et seq., Business and Professions Code).

FBN 20210002075 The following person is doing business as: PAYLESS AUTO SALES GROUP 11079 ALDER AVE BLOOMINGTON, CA 92316

Statement filed with the County Clerk of San Bernardino on: 03/02/2021 I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

Published in the San Bernardino County Sentinel 03/12/2021, 03/19/2021, 03/26/2021, 04/02/2021 CNBB102021071R

FBN 20210002076 The following person is doing business as: VERSACEKING PRODUCTIONS 565 VICTORIA ST SAN BERNARDINO, CA 92410

Statement filed with the County Clerk of San Bernardino on: 03/02/2021 I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

Published in the San Bernardino County Sentinel 03/12/2021, 03/19/2021, 03/26/2021, 04/02/2021 CNBB102021081R

FBN 20210002142 The following person is doing business as: MAD-MAN AUTO SALES 189 N. RANCHO AVE. SAN BERNARDINO, CA 92410

Statement filed with the County Clerk of San Bernardino on: 03/03/2021 I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

Public Notices

does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (see Section 14400 et seq., Business and Professions Code).

FBN 20210002236 The following person is doing business as: DANIEL'S BACKYARD BBQ 435 E. MERION ST. ONTARIO, CA 91761

Statement filed with the County Clerk of San Bernardino on: 03/04/2021 I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

Published in the San Bernardino County Sentinel 03/12/2021, 03/19/2021, 03/26/2021, 04/02/2021 CNBB102021101R

FBN 20210002207 The following person is doing business as: WILL ORGANICS GREENHOUSE 3170 DEL ROSA AVE SAN BERNARDINO, CA 92404

Statement filed with the County Clerk of San Bernardino on: 03/04/2021 I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

Published in the San Bernardino County Sentinel 03/12/2021, 03/19/2021, 03/26/2021, 04/02/2021 CNBB102021111R

FBN 20210002221 The following person is doing business as: SMOKY'S 570 W. 4TH ST. #106 SAN BERNARDINO, CA 92401

Statement filed with the County Clerk of San Bernardino on: 03/04/2021 I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

Public Notices

ment 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.

FBN 20210002172 The following person is doing business as: IST CHOICE TRACTOR SERVICES, LLC 7077 BARTON ST SAN BERNARDINO, CA 92404

Statement filed with the County Clerk of San Bernardino on: 03/03/2021 I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

Published in the San Bernardino County Sentinel 03/12/2021, 03/19/2021, 03/26/2021, 04/02/2021 CNBB102021131R

FBN 20210002172 The following person is doing business as: EPEDEMIK LABEL 567 EASY H STREET COLTON, CA 92324

Statement filed with the County Clerk of San Bernardino on: 02/26/2021 I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

Published in the San Bernardino County Sentinel 03/12/2021, 03/19/2021, 03/26/2021, 04/02/2021 CNBB10202114CH

FBN 20210001976 The following person is doing business as: PLATINUM BALLS 12281 BALDY MESA RD VICTORVILLE, CA 92392

Public Notices

ment filed with the County Clerk of San Bernardino on: 02/25/2021 I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

FBN 20210002060 The following person is doing business as: PAPPICUTZ 1861 W VIRGINIA ST SAN BERNARDINO, CA 92411

Statement filed with the County Clerk of San Bernardino on: 03/02/2021 I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

FBN 20210002349 The following person is doing business as: OCCUPATION DECK 2176 APPLEWOOD ST COLTON, CA 92324

Statement filed with the County Clerk of San Bernardino on: 03/09/2021 I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

Published in the San Bernardino County Sentinel 03/12/2021, 03/19/2021, 03/26/2021, 04/02/2021 CNBB102021171R

FBN 20210002347 The following person is doing business as: STERLING TRUCKING 3100 BROOKFIELD LOOP APT C BAKERSFIELD, CA 93311

Public Notices

(B&P Code 179130. I am also aware that all information on this statement becomes Public Record upon filing. s/ RODERICK C. STERLING, OWNER

Statement filed with the County Clerk of San Bernardino on: 03/09/2021 I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

Published in the San Bernardino County Sentinel 03/12/2021, 03/19/2021, 03/26/2021, 04/02/2021 CNBB102021181R

FBN 20210002434 The following person is doing business as: TACOS Y MAS 1290 N MT VERNON AVE COLTON, CA 92324

Statement filed with the County Clerk of San Bernardino on: 03/11/2021 I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

Published in the San Bernardino County Sentinel 03/12/2021, 03/19/2021, 03/26/2021, 04/02/2021 CNBB102021191R

FBN 20210001747 The following person is doing business as: POSH COLLECTION 7585 JUNIPER AVE FONTANA, CA 92336

Statement filed with the County Clerk of San Bernardino on: 02/22/2021 I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

Public Notices

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

Statement filed with the County Clerk of San Bernardino on: 03/02/2021 I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

FBN 20210001863 The following person is doing business as: ANA GONZALES; ANA GONZALES MAINTENANCE; ANA GONZALES HOUSE CLEANING 9030 CAMPFOR AVE HESPERIA, CA 92345

Statement filed with the County Clerk of San Bernardino on: 02/24/2021 I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

Published in the San Bernardino County Sentinel 03/12/2021, 03/19/2021, 03/26/2021, 04/02/2021 CNBB10202122MT

FBN 20210001744 The following person is doing business as: JOY CARE 27481 SILVER BERRY DR HIGHLAND, CA 92346

Statement filed with the County Clerk of San Bernardino on: 02/22/2021 I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy

Published in the San Bernardino County Sentinel 03/12/2021, 03/19/2021, 03/26/2021, 04/02/2021 CNBB10202123MT

FBN 20210001979 The following person is doing business as: JTR ADVISORS 531 3RD ST REDLANDS, CA 92374

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listed above on: JAN 15, 2019. By signing, I declare that all information in this statement is true and correct. A registrant who declares as true information which he or she knows to be false is guilty of a crime (B&P Code 179130. I am also aware that all information on this statement becomes Public Record upon filing. s/ JORGE A. TEJEDA, OWNER

State- ment filed with the County Clerk of San Bernardino on: 02/26/2021 I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy Notice-This fictitious name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (see Section 14400 et seq., Business and Professions Code). Published in the San Bernardino County Sentinel 03/12/2021, 03/19/2021, 03/26/2021, 04/02/2021 CNBB10202124MT

FBN 20210001980
The following person is doing business as: SOCAL TRANSPORTER 22596 LARK ST GRAND TERRACE, CA 92313; GREGORY A CHRISTOFFEL 22596 LARK ST GRAND TERRACE, CA 92313
The business is conducted by: AN INDIVIDUAL
The registrant commenced to transact business under the fictitious business name or names listed above on: FEB 01, 2021
By signing, I declare that all information in this statement is true and correct. A registrant who declares as true information which he or she knows to be false is guilty of a crime (B&P Code 179130. I am also aware that all information on this statement becomes Public Record upon filing. s/ GREGORY A. CHRISTOFFEL, OWNER

State- ment filed with the County Clerk of San Bernardino on: 02/26/2021 I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy Notice-This fictitious name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or com-

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mon law (see Section 14400 et seq., Business and Professions Code). Published in the San Bernardino County Sentinel 03/12/2021, 03/19/2021, 03/26/2021, 04/02/2021 CNBB10202125MT

FBN 20210001929
The following person is doing business as: RIALTO RECYCLING CENTER #2 704 E FOOTHILL BLVD RIALTO, CA 92376; BERBER RECYCLING 5251 VINELAND AVE APT 504 NORTH HOLLYWOOD, CA 91601
The business is conducted by: A CORPORATION
The registrant commenced to transact business under the fictitious business name or names listed above on: N/A
By signing, I declare that all information in this statement is true and correct. A registrant who declares as true information which he or she knows to be false is guilty of a crime (B&P Code 179130. I am also aware that all information on this statement becomes Public Record upon filing. s/ ZARUHI BERBERYAN, PRESIDENT

State- ment filed with the County Clerk of San Bernardino on: 02/25/2021 I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy Notice-This fictitious name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (see Section 14400 et seq., Business and Professions Code). Published in the San Bernardino County Sentinel 03/12/2021, 03/19/2021, 03/26/2021, 04/02/2021 CNBB10202126MT

FBN 20210001967
The following person is doing business as: TOWN CENTR PERIODONTAL AND IMPLANT SPECIALISTS 10630 TOWN CENTER DRIVE SUITE 125 RANCHO CUCAMONGA, CA 91730; CAITLYN K AFRUNTI DDS INC 22644 THRUSH STREET GRAND TERRACE, CA 92313; KUNHIRA DENTAL CORPORATION 25101 HURON STREET LOMA LINDA, CA 92354
The business is conducted by: A GENERAL PARTNERSHIP
The registrant commenced to transact business under the fictitious business name or names listed above on: N/A

Public Notices

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

State- ment filed with the County Clerk of San Bernardino on: 02/26/2021 I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy Notice-This fictitious name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (see Section 14400 et seq., Business and Professions Code). Published in the San Bernardino County Sentinel 03/12/2021, 03/19/2021, 03/26/2021, 04/02/2021 CNBB10202127MT

FBN 20210002102
The following person is doing business as: MB COMPANY 1455 MILLER DR COLTON, CA 92324; SHELLEY M GENNARO 1455 MILLER DR COLTON, CA 92324; MIRANDA V MARTINEZ 1455 MILLER DR COLTON, CA 92324
The business is conducted by: A GENERAL PARTNERSHIP
The registrant commenced to transact business under the fictitious business name or names listed above on: N/A

This statement was filed with the County Clerk of San Bernardino County on 12/18/2020. Original File# 20200011513
By signing, I declare that all information in this statement is true and correct. A registrant who declares as true information which he or she knows to be false is guilty of a crime (B&P Code 179130. I am also aware that all information on this statement becomes Public Record upon filing. s/ SHELLEY M. GENNARO, GENERAL PARTNER

State- ment filed with the County Clerk of San Bernardino on: 02/08/2021 I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy Notice-This fictitious name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business

Public Notices

name statement must be filed before that time. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (see Section 14400 et seq., Business and Professions Code). Published in the San Bernardino County Sentinel 03/12/2021, 03/19/2021, 03/26/2021, 04/02/2021 CNBB10202128MT

FBN 20210001618
The following person is doing business as: HARO'S DELIVERY TRANSPORTATION INC. 9512 CYPRESS AVE FONTANA, CA 92335; HARO'S DELIVERY TRANSPORTATION INC. 9512 CYPRESS AVE FONTANA, CA 92335
The business is conducted by: A CORPORATION
The registrant commenced to transact business under the fictitious business name or names listed above on: N/A
By signing, I declare that all information in this statement is true and correct. A registrant who declares as true information which he or she knows to be false is guilty of a crime (B&P Code 179130. I am also aware that all information on this statement becomes Public Record upon filing. s/ ELISEO HARO

State- ment filed with the County Clerk of San Bernardino on: 02/18/2021 I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy Notice-This fictitious name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (see Section 14400 et seq., Business and Professions Code). Published in the San Bernardino County Sentinel 03/12/2021, 03/19/2021, 03/26/2021, 04/02/2021 CNBB10202129MT

FBN 20210001606
The following person is doing business as: CCS PRO-SERVICES 2160 W. RIALTO AVE SPC 77 SAN BERNARDINO, CA 92410; IGNACIO LOPEZ-POMPA 2160 W RIALTO AVE SPC 77 SAN BERNARDINO, CA 92410; THOMAS I LOPEZ MOYA 2160 W RIALTO AVE SPC 77 SAN BERNARDINO, CA 92410
The business is conducted by: A GENERAL PARTNERSHIP
The registrant commenced to

Public Notices

transact business under the fictitious business name or names listed above on: N/A
By signing, I declare that all information in this statement is true and correct. A registrant who declares as true information which he or she knows to be false is guilty of a crime (B&P Code 179130. I am also aware that all information on this statement becomes Public Record upon filing. s/ IGNACIO LOPEZ-POMPA

State- ment filed with the County Clerk of San Bernardino on: 02/17/2021 I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy Notice-This fictitious name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (see Section 14400 et seq., Business and Professions Code). Published in the San Bernardino County Sentinel 03/12/2021, 03/19/2021, 03/26/2021, 04/02/2021 CNBB10202130MT

FBN 20210001738
The following person is doing business as: NEXGEN REALTORS 10535 FOOTHILL BLVD. STE 420 RANCHO CUCAMONGA, CA 91730; NEXGEN REALTORS, INC. 10535 FOOTHILL BLVD STE 420 RANCHO CUCAMONGA, CA 91730
The business is conducted by: A CORPORATION
The registrant commenced to transact business under the fictitious business name or names listed above on: N/A
By signing, I declare that all information in this statement is true and correct. A registrant who declares as true information which he or she knows to be false is guilty of a crime (B&P Code 179130. I am also aware that all information on this statement becomes Public Record upon filing. s/ ALI KARAN NAQVI, C.E.O

State- ment filed with the County Clerk of San Bernardino on: 02/22/2021 I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy Notice-This fictitious name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not of itself authorize the use in this state of a fictitious business

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name in violation of the rights of another under federal, state, or common law (see Section 14400 et seq., Business and Professions Code). Published in the San Bernardino County Sentinel 03/12/2021, 03/19/2021, 03/26/2021, 04/02/2021 CNBB10202131MT

FBN 20210001494
The following person is doing business as: NEW SOLUTIONS HOME ANDBUILDINGMAINTENANCE 5332 KASTANIA WAY FONTANA, CA 92336; MAILING ADDRESS P.O. BOX 2688 FONTANA, CA 92334; ALL NEW SOLUTIONS, INC. 1814 W 7TH STREET SAN BERNARDINO, CA 92411
The business is conducted by: A CORPORATION
The registrant commenced to transact business under the fictitious business name or names listed above on: N/A
By signing, I declare that all information in this statement is true and correct. A registrant who declares as true information which he or she knows to be false is guilty of a crime (B&P Code 179130. I am also aware that all information on this statement becomes Public Record upon filing. s/ WARREN BAXTER GOINGS JR, PRESIDENT

State- ment filed with the County Clerk of San Bernardino on: 02/16/2021 I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy Notice-This fictitious name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (see Section 14400 et seq., Business and Professions Code). Published in the San Bernardino County Sentinel 03/12/2021, 03/19/2021, 03/26/2021, 04/02/2021 CNBB10202132MT

FBN 20210001504
The following person is doing business as: DEZ AMC 580 W 33RD ST SAN BERNARDINO, CA 92405; JEFFREY SANDEZ 580 W 33RD ST SAN BERNARDINO, CA 92405
The business is conducted by: AN INDIVIDUAL
The registrant commenced to transact business under the fictitious business name or names listed above on: N/A
By signing, I declare that all information in this statement is true and correct. A registrant who declares as true information which he or she

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knows to be false is guilty of a crime (B&P Code 179130. I am also aware that all information on this statement becomes Public Record upon filing. s/ JEFFREY SANDEZ, OWNER

State- ment filed with the County Clerk of San Bernardino on: 02/16/2021 I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy Notice-This fictitious name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (see Section 14400 et seq., Business and Professions Code). Published in the San Bernardino County Sentinel 03/12/2021, 03/19/2021, 03/26/2021, 04/02/2021 CNBB10202133MT

FBN 20210001496
The following person is doing business as: KSK AUTO GLASS & TINT 34237 AVENUE J APT B YUCAIPA, CA 92399; TEODORO S MONROY-MADRID 34237 AVENUE J APT B YUCAIPA, CA 92399
The business is conducted by: AN INDIVIDUAL
The registrant commenced to transact business under the fictitious business name or names listed above on: N/A
By signing, I declare that all information in this statement is true and correct. A registrant who declares as true information which he or she knows to be false is guilty of a crime (B&P Code 179130. I am also aware that all information on this statement becomes Public Record upon filing. s/ TEODORO S. MONROY-MADRID, OWNER

State- ment filed with the County Clerk of San Bernardino on: 02/16/2021 I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy Notice-This fictitious name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (see Section 14400 et seq., Business and Professions Code). Published in the San Bernardino County Sentinel 03/12/2021, 03/19/2021, 03/26/2021, 04/02/2021 CNBB10202134MT

Velto Scratches Elliott's, Maust's & Garcia's Backs; They Scratch His from page 4

would have to recuse themselves. The council had met in closed session prior to the open public session on March 8. The items on the agenda for the closed session did not include a discussion of the legality of appointing a quorum of the council to either of the water company boards. If, in fact, Deitsch had such a discussion with the council in a closed, nonpublic session, that would have run afoul of the Brown Act. The Brown Act is California's open public meeting law which requires that a public board conduct all business, with certain exceptions, in public, and that those discussions be agendized 72 hours in advance of the meet-

ing. The only exceptions to this restriction, that is, the issues that can be discussed in closed sessions outside the earshot and scrutiny of the public, are negotiations for land purchases, discussing employee discipline, hiring and firing employees, labor negotiations, pending and ongoing litigation, discussing threats to the security of public buildings, to discuss the licensing of individuals with criminal records, considering the investment of pension funds and discussing the governmental entity's final response to a state audit. Thus, if Deitsch did provide the council with guidance on whether it was legal or advisable for the counsel to appoint a quorum of its members to one of the water company boards, that would have been a violation of the Brown Act. It was not at all clear why the legality, propri-

ety or advisability of appointing a quorum of the council's members to the water company board was not explicitly dealt with in open session, and why the city attorney remained silent on the issue. It thus appeared that the city council had arrived at some collective understanding with regard to the issue prior to the meeting, which might suggest its members had engaged in a violation of the Brown Act, and that the city attorney had abetted its members in doing so. After he had safely established Elliott, Maust, Garcia and Ver-ringer on the West End Water Company Board of Directors, Velto then took up his suggested appointments to the San Antonio Water Company Board of Directors. This time, he again nominated himself, while passing over Dan Richards, instead nominating Katy Parker, who had served

a four-year term on the Inland Empire Utilities Agency until she lost her bid for reelection in November. For many observers, Velto's move came across as a masterful political stroke. Presuming upon the individual personal ambition of Elliott, Maust and Garcia by offering them the political plums of the West End Water Board positions, he inveigled them into accepting those elevations. Thereafter, having promised the principle the three had espoused the previous month in preventing his appointment to the San Antonio Water Company Board then, he put all three in the position of no longer being able to use that justification to block his own ambition. Velto on February 8 said that he intended to forego collecting the \$250 per meeting stipend provided to San Antonio Water Company board

members. That, Velto suggest, would eliminate any financial interest he might have in the San Antonio Water Company, eliminating any conflict of interest that being a member of the city council and the company board might otherwise entail. On March 8, Velto alluded to the need for the other council members to waive the \$250 per meeting compensation normally provided to West End Consolidated Water Company's board members for Elliott, Maust and Garcia to serve on that water company board. None of the three at the meeting explicitly consented to such a waiver, which again seemed to suggest that an agreement to that effect had been reached prior to the meeting, another indication that a Brown Act violation had taken place. Neither Maust nor Garcia consented to speak with the *Sentinel*

following the appointments. Councilwoman Elliott told the *Sentinel* that what had occurred on Monday evening was on the up and up. Elliott said the potential for a conflict between the city and the West End Consolidate Water District is remote. "There's a big difference between the West End Water Company and San Antonio Water Company," she said. "West End is much smaller." The City of Upland's water division is reliant on the West End Consolidated Water Company for about 15 percent of its water. The San Antonio Water Company provides more than half of the city's water. Though Elliott said, "The city owns 91 percent of West End," Elliott said the company practically runs itself. "If I recall, we never voted on anything per-

Continued on Page 16

After Carrying Out The Orders Of His Superiors At City Hall That He Falsify The Value Of Airport Hangars Used As Bond Collateral, Metzler Took The Heat, Kept His Mouth Shut And Protected The City's Higher-Ups When The SEC Sued Him & The City Over The Matter; For His Loyalty He Was Promoted To City Manager *from page 6*

complied with the instructions given him by Roberts and Caldwell to simply rubberstamp the invoices for payment. John Barnett, the vice president of Inland Energy, in September 2008 was paid \$37,750 for work that was never specified. In 2008, the city paid Barnett \$346,250, at a rate of \$226.61 per hour for what amounted to an average 29-hour work week on efforts that had no specific outcome. Between August 2005 and March 2009, staff at Inland Energy were paid roughly \$4.48 million on activity that did not result in any progress toward the putative goal of constructing power plants for the city. While invoices provided to the city by Inland Power generally listed some ostensible purpose for the work, there were \$330,201 in billings that were made which paid that were not tied to any explicated purpose or service.

The highly questionable use of a significant portion of the \$480 million in bond financing that Victorville was using in its redevelopment activity at and around the former George Air Force Base caught the attention of the U.S. Securities and Exchange Commission, which in 2010 began looking into precisely how that money was spent. In August 2010, the Securities and Exchange Commission subpoenaed from the city all documents relating to \$480 million in outstanding bond offerings. Over a period of more than two years, the Securities and Exchange Commission's investigators pored over those documents, in the course of which they found a number of indications that the city had engaged in some highly dubitable practices both in the acquisition of the bond money and its application once it was in possession of it, with one

circumstance in particular involving activity so egregious it merited action.

In April 2013, the Securities and Exchange Commission charged the City of Victorville, the Southern California Logistics Airport Authority, Metzler, the airport authority's bond underwriter and the bond underwriter's owner and vice president with defrauding investors by inflating valuations of property securing an April 2008 \$13.3 million municipal bond offering.

In 2008, the airport authority publicly offered \$13.3 million in tax increment bonds to repay part of a short-term debt, making the offering on the premise that the bonds could be backed by the collateral of four hangars, which the city claimed were worth \$65 million. That value was used to determine the tax increment, thereby enabling the authority to meet a minimum 1.25 annual debt service ratio required for such bond issuances to take place. Securities and Exchange Commission investigators, through a check at the San Bernardino County Hall of Records, learned that the county assessor had valued the hangars at \$27.7 million, less than half of what the city claimed. Based on that misrepresentation, a false statement as to the soundness of the bonds was made to the investors, i.e., the buyers of the bonds, the Securities and Exchange Commission (SEC) concluded. Metzler, who at the time of the SEC filing was Victorville's assistant city manager, the Carlsbad-based bond underwriting firm of Kinsell, Newcomb & DeDios, the firm's owner J. Jeffrey Kinsell, and the firm's vice president Janees L. Williams were responsible for false and misleading statements made in the airport authority's 2008 bond offering,

the SEC alleged. It also charged that the bond underwriting firm, working through a related party, misused more than \$2.7 million of bond proceeds to keep itself afloat. "Financing redevelopment projects by selling municipal bonds based on inflated valuations violates the public trust as well as the antifraud provisions of the federal securities laws," said George S. Canellos, co-director of the Securities & Exchange Commission's Division of Enforcement. "Public officials have the same obligation as corporate officials to tell the truth to their investors."

According to the Securities and Exchange Commission, Victorville city officials, including Metzler, were engaged in so-called "handshake deals," undocumented arrangements involving the expenditure of bond-derived funding.

Metzler and the city were motivated to make the misrepresentations, according to the SEC, because the city and its attendant agencies and adjunct entities including the airport authority had incurred more than \$269 million in debt in the effort to develop the airport, and had exhausted all options in leveraging available tax revenues, including obtaining a bridge loan while hoping that operations at the airport would pick up and begin to generate revenue to service the accumulating and mounting debt. When such an increase in operations did not materialize, the city went forward with the bond issuance which the Securities and Exchange Commission claims was collateralized with the overvalued hangars.

In the early going, lawyers for the city and Metzler posited defenses for what had occurred that in the light of subsequent revelations were shown to be either inapplicable, inaccurate or embarrassing. In one 2013 filing, in an effort to dismiss the claims, the city and airport authority's lawyers said that the difference in assessments didn't change the debt service ratio, "upon which an investor might rely."

"The alleged \$37.3 million inflated value," the city's lawyers wrote in the filing, "ultimately boils down to only a \$200,000 differential in tax increment," which the lawyers said was too small to be material.

While initially the city, the airport authority and Metzler were represented by the city attorney's office, within short order, Metzler was being represented by a different set of attorneys than the city and the airport authority. The city and its taxpayers were footing the bill for all of the defendants in the SEC action against Victorville.

Victorville and the airport authority were represented by Terree A. Bowers, Adam Bentley, Collin Seals and Karen Van Essen of Arent Fox LLP. Metzler was represented by Michael D. Torpey, James N. Kramer, James A. Meyers, Kevin M. Askew, Judy Kwan and Blake L. Osborn of Herrington & Sutcliffe LLP.

By 2015, the Herrington & Sutcliffe were proving to be more aggressive than Arent Fox in propounding that much of what was at the basis of the SEC's case was action by Kinsell, Newcomb & DeDios. In a July 2015 filing, however, the SEC asserted Metzler could not logically or credibly lay responsibility for what had occurred at the feet of Kinsell, Newcomb & DeDios or other agents of the city, including city staff assigned to the airport. Metzler was the "point person" most fully focused on the situation at the airport, including the value of its various assets, the SEC's lawyers, consisting of Robert Conrad, Theresa Melson, Todd Brilliant. Sam S. Puathasanon, John W. Berry, Kristin S. Escalante, Amy Jane Longo and David J. Vanhavermaat, asserted. Metzler played "a significant role" in the bond offerings, according to the SEC, communicating with the bond rating agencies and giving presentations to potential investors. Evidence shows he knew the county assessor valued the

hangars at less than half the amount he represented, the SEC contended. "Metzler, in his motion, attempts to characterize this case as one about simple 'mistakes' that he made while surrounded by a team of professionals who should have fixed the errors instead of him," according to the SEC. "What he ignores, however, is the compelling evidence of his intentional conduct to hide serious problems regarding the millions of dollars of tax increment that was needed to repay back the authority's ever-increasing debt load."

In time, the city's legal representatives got on board with the strategy formulated by Metzler's attorneys, and both sought to propound a defense that the city and Metzler had been victimized by Kinsell, Newcomb & DeDios.

An issue with the defense the city and Metzler were putting up was that the closer Herrington & Sutcliffe and Arent Fox lawyers came to being able to convince the judge hearing the case, U.S. District Judge John A. Kronstadt, as well as the Securities and Exchange Commission or the jury that was supposed to eventually be impaneled to hear the case that it was Kinsell, Newcomb & DeDios which perpetrated the violations and pulled the wool over Metzler's eyes in effectuating the misappropriation of \$2.7 million in bond proceeds as alleged by the SEC, the closer they came to establishing, or at the very least strongly suggesting, that Metzler was negligent in his supervision of the airport operations and its financial affairs.

The matter became more problematic and damaging for the City of Victorville when the depositions of Caldwell, who elected not to seek reelection in 2010 after 38 years on the Victorville City Council, and Roberts, who left as Victorville city manager in 2009 to become the city manager of Steamboat Springs, Colorado, were taken in preparation for anticipated trial in the matter. Depositions are

question and answer sessions conducted under oath.

Caldwell was one of the shrewdest and most sophisticated elected officials in San Bernardino County history who remains to this day a practicing attorney, having first passed the bar in 1975. During his deposition, however, Caldwell feigned brain fade, claiming to be unable to recollect anything relating to what had occurred in the city while he was mayor and on the council during the time in question. Moreover, despite having conducted hundreds of depositions in his capacity as a lawyer, he came across as a legal and procedural naif, and as a mayor and elected official who was unfocused and uninterested in the business of the city he had headed for the better part of four decades.

Roberts, likewise a top caliber municipal management professional who had been Victorville's city engineer prior to the ten years he spent as city manager before going off to the Colorado assignment in 2009 and then remaining in Steamboat Springs for five years, malingered when he was subjected to questioning by the Securities and Exchange Commission's legal team. Though he had remained in Steamboat Springs and continued to function as city manager there after having been injured in both a skiing accident and landing mishap while he was skydiving, Roberts attributed his inability to answer or even talk cogently during his deposition to those incidents.

During a closed session of the Victorville City Council when strategy for the city's defense against the SEC suit was being discussed, the *Sentinel* has learned, city officials were laughing at the way in which Caldwell's and Roberts' conducting of themselves had thwarted the Securities and Exchange Commission's investigation.

Ultimately, after the expenditure of \$19.6 million on legal fees paid to Arent Fox LLP and its

Continued on Page 15

After Victorville Spent \$19.6 Million On Legal Fees Contesting The SEC's Contention That He Used Phony Appraisals To Secure The City's Bond Financing, Metzler Insists He Engaged In Neither Fraud Nor Embezzlement *from page 14*

attorneys Terree A. Bowers, Adam Bentley, Colin Seals and Karen Van Essen and Herrington & Sutcliffe LLP and its attorneys Michael D. Torpey, James N. Kramer, James A. Meyers, Kevin M. Askew, Judy Kwan and Blake L. Osborn, Victorville fought the Securities and Exchange to a standstill. In a settlement agreed to on July 24, 2018, entered into on July 30, 2018 and publicly disclosed on August 7, 2018, all of the parties agreed to, according to the SEC, "final judgments against the city and the airport authority," which imposed an assurance that "permanently prohibits each of them from violating the antifraud provisions of Section 17(a)(2) of the Securities Act of 1933. The judgment against the city also orders it not to issue municipal securities until an independent consultant review of their internal controls and practices is completed and the recommendations implemented. Furthermore, according to the SEC, the city and the airport authority... agreed to the settlement without admitting or denying the SEC's allegations."

Victorville Councilwoman Blanca Gomez told the *Sentinel* that during closed session discussions of the legal strategy for carrying out the city's defense of the SEC filing against the city, the airport authority and Metzler, it was acknowledged that false representation had to be made in court filings and to Judge Kronstad to prevent federal authorities from discovering even more egregious action by the city in the securing of bond financing and the uses to which those funds were put.

This week, at its specially-called meeting which was also devoted to arriving at a determination as to how the city will fill the gap on the city council created by the removal of Council-

woman Rita Ramirez on March 2, the city council took up a proposal to issue \$6 million in bonds and simultaneously refinance more than \$48 million in outstanding bonds from an \$83 million bond issuance in 2007. The bonds to be refinanced were issued in roughly the same timeframe that the city was engaged in what the Securities and Exchange Commission said was the fraud relating to the \$13.3 million in tax increment bonds collateralized by the overvalued hangars.

According to the report to the council completed for the special March 9 meeting prepared by Electric Utility Services Director Brenda Hampton and Finance Director/City Treasurer Bobby Magee, "Victorville Municipal Utility Services currently provides electric service to customers located at the Southern California Logistics Airport via a 34.5 kV Southern California Edison interconnection and distribution service. Beginning in 2017, Victorville Municipal Utility Services began to realize this service was limited in its capacity, due to the increase in peak demand, which can hinder future growth of its customers and the ability to provide reliable power."

Hampton and Magee further related, "In 2007, the City of Victorville, through the Victorville Joint Powers Financing Authority, issued its variable rate lease revenue bonds (2007A Bonds) in the amount of \$83,770,000 for the purpose of financing and refinancing improvements to the Victorville Municipal Utility Services electric system. The 2007A bonds are currently outstanding in the amount of \$48,115,000 and have a final maturity of May 1, 2040."

Upgrades to the city's electrical system to ensure no outages during peak usage hours

can be made, Hampton and Magee indicated, for roughly \$6 million. "Victorville Municipal Utility Services has selected the lowest cost option and the most expedient by expanding the current 34.5 kV system, which would increase the capacity from 17.34 MW to 40.37 MW and will be sufficient to serve the current and anticipated load over the next several years," the report states. "To ensure that Victorville Municipal Utility Services has all the required designs, equipment and materials for the construction of the project on a timely basis, Victorville Municipal Utility Services may be required to purchase longlead items prior to the issuance of the new bonds." The item that was before the council, Hampton and Magee said, "will allow Victorville Municipal Utility Services to be reimbursed for certain capital expenditures, incurred from future infrastructure capacity expansion and distribution upgrades and contingent upon the issuance of the new bonds, in a total amount not expected to exceed \$6,000,000. This will help Victorville Municipal Utility Services maintain a sufficient level of reserves and a strong level of liquidity to overcome unforeseen circumstances, such as revenue declines due to losing a major customer or increase in power supply costs."

Hampton and McGee referenced the July 2018 settlement with the SEC in their report. "On July 24, 2018, the City, Southern California Logistics Airport Authority and the Securities and Exchange Commission agreed to a settlement regarding prior allegations related to the issuance of Southern California Logistics Airport Authority redevelopment tax increment bonds. As a result, on February 19, 2019 the city council approved revisions to its debt management policy." In keeping with that revised debt management policy, Hampton and McGee said the city should take advantage of current market conditions and refinance its bonded in-

debtedness.

Hampton and McGee noted that the bonds issued in 2007 "were secured by the city's pledge of lease revenues through a leaseback transaction encumbering certain city facilities as collateral. These facilities include City Hall, multiple city parks, fire stations, the city library, Victorville Police Station, and various city yards. The encumbrance of these city facilities may impair the city's ability to receive grant funds that require deed restrictions."

Hampton and McGee told the council "Since borrowing rates and costs for the long-term municipal markets are at historical lows, Victorville Municipal Utility Services has a cost-savings opportunity, not only by financing the current project, but also refinancing the existing 2007A Bonds. By pursuing this option, the city will be able to lock in a low and long-term fixed rate, eliminate the risk of paying variable rates during volatile market conditions and unencumber all city facilities."

Saying they had consulted with Urban Futures, Inc. to advise the city and assist with the issuance of new bonds and had selected the law firm of Orrick Herrington, the firm that had represented Metzler during the 2014-to-2018 jousting with the Securities and Exchange Commission, to serve as bond counsel, Hampton and McGee recommended that the city "issue new debt and refinance existing debt to help finance the capacity upgrades at Southern California Logistics Airport."

Ultimately, the city council voted 3-to-1, with Councilwoman Blanca Gomez dissenting, to undertake the preparation of the bond issuances to pay for the Victorville Municipal Utility Services electric infrastructure capacity expansion and debt refinancing.

Before that vote was taken, however, Romero Rodriguez told the council, "They mentioned something about

the settlement in 2018 with the SEC. Does that include the fines that were paid in settlement for the embezzlement charges leveled against Keith Metzler that were settled out of court? Is that settlement part of the readjustment of the loan and the millions and millions of dollars of the attorneys' fees with Orrick? Now the rating of the bonds, for that to happen, with the history of investor fraud being issued here on the bonds and the city being denied to issue bonds for some time, would that have an adverse effect on the ratings of those bonds? Also, here's a question at the start of this whole thing: The properties that are going to be backing those bonds, did the tax assessor value them at the correct prices, and are we going to have the same thing happen that happened a few years back that cost us, the taxpayers, \$30.6 million?"

Rodriguez said, "We also need to know: What are the properties that are going to be put up to back these bonds? They just said city properties. Parks? Is the golf course going to be put up again? Why don't we go with - instead of just risking money to fund this venture with the city to build something - why don't we just go with somebody who's been doing this for hundreds

of years already, Southern California Edison?"

Romero then referenced the city's failure to deliver on past power plant projects, which he said had ended with city suffering a \$4 million loss as the result of a lawsuit. "We never ever presented what we promised to. With that going on and on, I don't see many companies and corporations climbing over each other to come work with us."

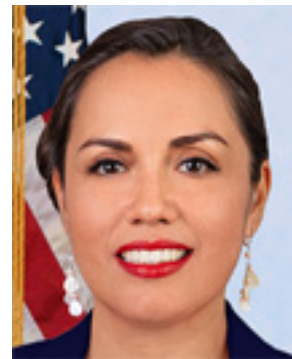
Mayor Debra Jones invited Metzler to respond to Romero.

"The comments from Mr. Rodriguez are largely mischaracterized," Metzler said. "With the comment about embezzlement charges, there's no such thing as embezzlement charges. Embezzlement charges were never levied against the city, the airport authority or even myself in connection with previous bonds being issued. I would encourage Mr. Rodriguez to actually go back and read the actual case. In terms of history of fraud, there's never been an actual history of fraud, and, in fact, I think to the question he was asking related to the two, anybody would be concerned if those actually occurred, but in this particular case as it relates to Victorville and its affiliated entities, that's just a figment of imagination."

Gomez *from page 6*

case. Benefits were received as a result of this misrepresentation."

Tyler added, "The department may consider investigating the claim



Blanca Gomez

of the claimant as being fraudulent as a result of her representation that she has ceased to receive remuneration."

From shortly after the outset of her time in of-

office, Gomez has been on the outs with most of her council colleagues, including former city councilmen Eric Negrete and Jim Kennedy, Former Mayor Gloria Garcia and current Mayor Debra Jones.

The open contempt the city has toward Gomez was evinced in a posting made to the city's website, which in bold letters gloated, "Judge Rules Council Member Blanca Gomez May Be Investigated for Unemployment Fraud. Gomez falsely claimed a break in service and pay in order to receive unemployment benefits while continuing to receive monthly stipend from City."

-Mark Gutglueck

Still Convinced That Marijuana Is A Menace To The Community, Fontana Officials Are Prepared To Pay The Price Of Losing In Court When The City's Unconstitutional Regulations Are Challenged, So Determined Are They To Protect Their Citizenry From Society's Drift Toward Drug Use Liberalization *from page 6*

striction under the Adult Use of Marijuana Act is that a person must be at least 21 years old."

Fontana's ordinance excludes (1) certain felons, (2) anyone with pending code enforcement action, such as violation of a property set back requirement, (3) anyone who owes money to Fontana, such as an unpaid parking ticket, and (4) anyone who cannot obtain notarized permission of a landlord. Judge Cohn stated that these are not reasonable restrictions, because they conflict with the broad permission granted by the Adult Use of Marijuana Act.

Judge Cohn found that the ordinance also imposed other unreasonable conditions, such as restricting aspects of the physical residence where the plants may be grown to an extent that is unrelated or only tangentially related to the small amount of cannabis cultivation authorized under the Adult Use of Marijuana Act. Those restrictions in the ordinance included "Residence plumbing, electrical, and other utilities must be properly permitted (§30-7 (b).060 (B) (2)). The residence must not include more than

one cultivation area (§ 30-7(b).060 (b) (2)). The cultivation area must be used exclusively for the marijuana, and may not be shared with any space used for sleeping, cooking, eating, bathing, or other residential activities. (§30-(b).060 (c) (1) (b)). The area of cultivation must be accessible by only one lockable door. (§30-7 (B).060 (C) (2) (a)). Access to the area must be restricted only to a permit holder. (§30-7 (B).060 (C) (2) (b))."

Judge Cohn prohibited Fontana from enacting Fontana Ordinance 1758 by disallowing the addition of section 30-7 b to the Fontana Municipal Code.

Harris was awarded \$106,916 in legal costs.

In March, 2019, the city passed another restrictive ordinance. Harris, in the spirit of compromise, did not contest it. Time passed. After 2019 became 2020, Harris revisited the City of Fontana website and saw that the old ordinance was yet up, without the revisions specified by the court on the matter.

Harris called the city and asked for the new recreational indoor marijuana permit – "RIMP" – application, as the old one was still posted

by the city. The city emailed it to Harris and he discovered the only change to it was one that made it more restrictive. The new version added wording not previously contained in the March 2019 ordinance. The city was constantly layering into its its restrictions new and different angles, and it was less than clear whether those were ones considered and approved during an open session of the city council in which the rules were ratified by a vote or whether the council had simply given staff silent permission to impose rules at its own discretion. What Harris learned was that the city was requiring home inspections upon renewals. The city was once again in violation of the U.S. Constitution and California Constitution, and violating the terms of Judge Cohn's ruling.

Harris contacted O'Melveny & Myers. In July 2019, the firm sent the city a demand letter to comply with the court's ruling. Fontana did not respond, but instead removed the old stricken ordinance from its website and put up the new one.

A few weeks later three Fontana police officers knocked on Harris's door with a report of a car parked in front of his house, which was not his. Harris found this odd because he was the only one who had parked in that spot for about 30 years. The officer insisted there was a report and asked Harris if he

had any African American neighbors. This was jarring, raising Harris's suspicion that the officers were searching for a pretext to enter his home.

On December 21, 2020, at the height of the COVID-19 pandemic, another Fontana police officer, without a mask, knocked on Harris's door. The officer said he was there to carry out a welfare check on one of Harris's in-laws who had not lived there for over a year. Harris answered the officer's questions but was adamant the person sought did not live there. The officer left and spoke with an officer in another unit, which was parked side-by-side with the vehicle of the officer who had come to Harris's door. A third officer in a third patrol unit rolled up, and it appeared as if the three were on the brink of seeking to enforce the home inspection clause by forcing their way into Harris's home, but the three departed afterward, with no further action.

The city clerk's office responded to research inquiries seeking the city's current permitting process for personal, non-commercial marijuana cultivation by saying that the city was going to remove the inspection clause pursuant to pending action by the planning commission, which was in the process of formulating new regulations, and then the council would vote on it in January and February of 2021. Harris and his

legal team endeavored to get on the record the July 2019 go-round involving the demand letter, and the city's effort to bypass Judge Cohn's ruling with the creation of what the city calls "form based codes," two weeks after the city council passed the last RIMP, the recreational indoor marijuana permit process.

Harris told the *Sentinel* that it appears the city is seeking to effectively remain out of compliance with the law by burying the basis for its unconstitutional acts in a 600-page document it then uses as its authority to carry out the warrantless searches. He said he believed the city is in contempt of court by violating Judge Cohn's ruling.

The manner in which Fontana City Attorney Ruben Duran is enabling the city council in this action is curious. Duran's most immediate previous assignment as a city attorney was in 2018 when he was serving as city attorney in Adelanto, at which time a three-member majority of the Adelanto City Council was intent on facilitating the industrial production of cannabis-based products, the large-scale cultivation of marijuana and the commercial sale of the substance and its derivatives. Functioning in the Adelanto context, Duran sought to enable the council majority's pro-cannabis agenda, in certain cases stretching the law unto breaking to do so. Functioning in

Fontana, Duran has now moved in a diametrically opposite direction, seeking to enable the Fontana City Council in its effort to restrict the legal availability of marijuana, likewise skirting the law.

Meanwhile, the Fontana City Council, still abiding by the pre-2016 societal ethos before the passage of the Adult Use of Marijuana Act, is intent to use or misuse its civil authority, calculating that in most cases, common citizens will not go to the trouble or expense of challenging its action. That calculation appears to allow for the existence of such residents as Harris, ones who are willing to challenge the city's policy, and in such cases when a legal challenge is made, the city appears willing to bear the cost that entails, including paying its own attorney, Duran and his law firm, Best Best & Krieger, as well as paying the legal fees of those such as Harris willing to make that challenge, using taxpayer funds to do so. Such is the cost, according to Mayor Warren, of combating the ill social effect brought on by the "disgusting" consensus of state, county and Fontana voters in passing Proposition 64.



Council Did Not Discuss With The City Attorney The Legality Of Multiple Council Member Appointments To Water Boards, Elliott Says *from page 13*

taining to the West End Water Company in the first four years I was on the council. I don't anticipate anything coming up in the future where the members would have to recuse themselves. If there is a situation that arises in which we have a conflict, then my understanding is we can select members at random to determine who votes and who doesn't."

Elliott insisted that there had been no discus-

sion of the nominations that took place Monday night in advance of the meeting, and she said the council did not hear anything from Deitsch with regard to legal issues pertaining to the council members serving on the water company boards.

Without explaining precisely how it had come about, Elliott said, "We did resolve that we can vote as members of the city council and the water boards in most

situations as long as you don't have a conflict of interest. You don't have a conflict of interest if you give up your stipend."

Velto's nomination of her, Maust and Garcia and Verringer to the West End Consolidated Board was a surprise to her, she said.

"The staff report didn't say who the mayor's selections were going into the meeting," she said. "My guess is most of us did not know who he would select. I did not know he would select me. All I had to do was decline my stipend, which I would have done anyway. I didn't want that to an issue."

Elliott said she assumed Velto had conferred with Deitsch about the legality of the appointments, but that she did not know for certain.

"The lawyer [Deitsch] made it clear to Bill Velto prior to the last meeting [that the appointments of all five members to the water boards could be made]," Elliott said. She said that Velto had gone over that issue at the February 8 meeting.

She said she was confident that the council is not afool of the law.

"None of us want to get into trouble," she said. Restricting the council from serving on

the water boards, she said, "was never an item of discussion. We all can serve."

She continued, "I was on the West End Consolidated Water Company board in 2017, and I chose not to receive the stipend at that time. I felt the only reason I was on there was by virtue of being voted into office [as a member of the council]. I didn't want any perception that I was profiteering."

Pressed on whether waiver of the \$250 per person per meeting stipend would entirely do away with any conceivable conflict, Elliott acknowledged that a con-

tradition of purpose could come about in such a situation. "The majority of the time I would say those two entities [the city and the water company] function independently of one another," she said. "It does seem, though, that there could be a situation where, when you have a fiduciary responsibility to one entity and you have a fiduciary responsibility to the other and those are in conflict, it seems to me there is a possibility that might present a conflict, even if there is no money involved for you personally."

-Mark Gutglueck