

Supervisors Pay Reduction & Term Limiting Measure K Ruled Unenforceable

By Mark Gutglueck

Measure K, which called for a drastic overhaul of county government by reducing the total compensation of county supervisors and limiting them to a single four-year term, is unenforceable despite the county's voters having passed it by a two-to-one margin in the November 2020 election, a Superior Court Judge ruled this week.

Despite the ruling by Judge Donald Alvarez pre-

venting either of the key provisions in the reform measure from being put into place, there was a silver lining for the Red Brennan Group, the government reform organization that sponsored the initiative, in that Judge Alvarez rejected the contention of the board of supervisors that the county's voters, at the time the initiative was passed, did not have the authority to reduce their pay.

It now remains to be seen whether an alteration

of state law that has occurred in the interim will prevent voters from imposing salary and benefit reductions on the supervisors using a revamped referendum.

Unclear is whether the Red Brennan Group will revisit the issue in the form of a stripped down measure in the upcoming election cycle, one that will confine itself to the pay-reduction proposal. Moreover, language in Judge Alvarez's ruling suggested that a sep-

arate measure limiting the supervisors to two terms rather than a single term in office would very likely pass constitutional muster.

The Red Brennan Group qualified Measure K for the ballot, sponsored the campaign for its passage and mounted a legal defense of the measure when the board of supervisors last year sued their own clerk of the board to prevent it from being implemented. The grassroots group's leadership is now

moving toward making an appeal of Judge Alvarez's ruling, while contemplating whether it will go back to the voters in 2022 with another county government reform initiative or set of initiatives.

The Red Brennan Group pursued placing Measure K on the 2020 ballot, eight years after the late Kiernan "Red" Brennan led a similar county government reform effort, the centerpiece of which was a pay-and-

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Norwegian Airline To Initiate Over-The-Pole Boeing 787 Flights To Ontario Next Year

Norse Atlantic Airlines, a Norwegian start-up headquartered in Arendal, Norway launched in March that will begin operations next summer, will include an Oslo-to-Los Angeles route in its flights to the United States.

Described as the international flight replacement of Norwegian Airlines, which was forced into bankruptcy in 2020 and which discontinued its trans-Atlantic flights as an element of its recovery

plan, Norse Atlantic ASA is a publicly traded company listed on the Euronext Growth Exchange in Oslo, Norway. 53-year-old Bjørn Tore Larsen, is the airline's founder, CEO, and major shareholder. He is seeking to obtain for Norse Atlantic a Norwegian air operator's certificate, which is on a trajectory to be granted by November, as well as a British air operator's certificate the company hopes to have secured by January or February.

"Inspired by the Norsemen who traveled and explored the world with their state-of-the art longships, Norse Atlantic Airways will give people the opportunity to explore other continents by offering affordable flights on board modern and more environmentally friendly Boeing 787 Dreamliners," Larsen said. "Norse Atlantic Airways will serve the intercontinental market with fuel-efficient planes. It will among other destinations

serve New York, Florida, Paris, London and Oslo."

It is anticipated that by summer 2022, Norse will have 1,600 employees.

At present, Norse has acquired 18 Boeing 787 Dreamliners. In March, the company signed lease agreements with affiliates of AerCap Holdings NV for a 12-year lease of six Boeing 787-9s and an eight-year lease of three Boeing 787-8 aircraft. The company anticipates taking delivery of the first of

those nine aircraft no later than the first week of December 2021, with the delivery of the remaining aircraft no later than the end of March 2022. In August, it entered into a 16-year lease of six Boeing 787-9 Dreamliners from BOC Aviation Limited. Norse Airlines expects to take delivery of those aircraft in December 2021. The company is in the end stages of purchasing three 787-9s owned by Norwegian Airlines that were

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Fontana Council Steamrolls Over Appeal Of Another Warehouse OK

In an apparent effort to prove they have not been chastened by action the California Attorney General took against them and the city the last time they did the same thing, four members of the Fontana City Council this week turned back a citizen appeal of the planning commission's approval of a warehouse to be built in

south Fontana.

In this case, the project in question involves Manhattan-Beach-based 9th Street Partners' proposed warehouse building totaling 92,433 square feet to be developed on a 4.07-acre site located on the northwest corner of Valley Boulevard and Catwaba Avenue at 15894 Valley Boulevard

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Negotiations Between Southern California Frontier And Communication Workers Of America Stalling

By Grace Bernal

Negotiations ongoing for nearly three months between Frontier Communications and Communications Workers of America District 9 continue with little prospect of being concluded anytime soon, employees with Frontier have told the *Sentinel*.

CWA District 9 represents over 2,000 non-man-

agement employees with Frontier Communications employed in Southern California, including San Bernardino County.

In 2010, Verizon's landline operations in Arizona, Nevada, and along the California border were sold to Frontier Communications, which resulted in the creation of the company Frontier Communications

of the Southwest. In San Bernardino County at that time, the City of Needles and its outlying community was the sole area serviced by Frontier.

In late 2014, Frontier Communications began to explore the acquisition of Verizon's landline assets in California, including its internet and cable service customer base. In

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AV, Barstow, Victorville & 29 Palms In For A Land Windfall Under Federal Bill

U.S. Congressman Jay Obernolte (R-Hesperia) introduced House Resolution 5355, the Desert Community Lands Act, on September 23, which if passed into law would convey approximately 8,200 surface acres of land owned by the U.S. Bureau of Land Management (BLM) to the Town of Apple Valley and the cities of Twentynine Palms, Barstow, and Victorville. The conveyances would be at no cost and

will give these communities at present landlocked by federal land increased space and control over their surroundings.

"Currently, over 90 percent of the land mass in California's 8th District is owned by government agencies," said Obernolte. "As a result, many of our small communities face problems ranging from a lack of control over recreational opportunities to growing pains result-

ing from a lack of space, including housing, traffic congestion, insufficient wastewater treatment, and lagging development. This bill would bring control of local lands back to our communities so the needs of our citizens can be met."

Under House Resolution 5355, the Bureau of Land Management is to convey approximately 3,200 acres to Victorville, land located either within the city limits or its sphere

of influence within one year of enactment.

Apple Valley would receive roughly 4,630 surface acres of BLM-managed land located north and east of the town center to be managed as the Apple Valley Off-Highway Vehicle Recreation Area. This conveyance would occur within five years of the bill's enactment.

Within one year of enactment, Barstow would be given approximately

320 surface acres of BLM-managed land located entirely within the incorporated city limits and adjacent to the I-15 Freeway..

Twentynine Palms is to receive approximately 80 surface acres east of the city within one year to allow for more publicly accessible race events at the Twentynine Palms Motorsports Arena, host to the annual Hilltoppers Motorcycle Club Grand Prix and its 6,200 attendees.

Lawyer Cozens Victorville Into District Voting

Threatened with a lawsuit brought under the auspices of the California Voter Rights Act it very likely would have prevailed upon had it chosen to go to court, the Victorville City Council this week opted out of having the city defend itself against charges that a number of its voters have been and will continue to be disenfranchised.

Instead the city will arrange to end its 59-year tradition of holding at-large elections and move to an electoral ward system through which its council members will represent what has yet to be determined will either be one-fourth or one-fifth of the city's residents.

Victorville had survived what was a wave of transitions to by-district elections in San Bernardino County over the last five years, in which Chino Hills, Chino, Upland, Rancho Cucamonga, Fontana, Redlands, Highland, Hesperia, Yucca Valley, Barstow, Twentynine Palms and Yucaipa ceased holding at-large city council elections. In at-large contests, would-be and/or incumbent civic leaders are deemed eligible to compete for office by virtue of simply living within the city limits and being registered to vote. All of those eligible candidates run in the same race to select the number of positions on the council up for election that particular year. After being challenged, Chino Hills, Chino, Upland, Rancho Cucamonga, Fontana, Redlands, Highland, Hesperia, Yucca Valley, Barstow, Twentynine Palms and Yucaipa formed districts or wards, such that the only individuals eligible to run for office to represent any particular ward or district must be a resident of that ward or district, and residents of each ward or district can vote only in the bal-

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Despite Passage By Two-Thirds Of County Voters, Government Reform Measure K Deemed Unenforceable By Judge from front page

benefits reduction initiative, Measure R, passed by the voters in the November 2012 election. Despite Measure R's passage, it did not go into effect because a competing "reform" measure that had been placed on the ballot by the board of supervisors, Measure Q, gathered more votes in the 2012 election.

In the last part of 2019 and the first several months of 2020, the Red Brennan Group, a group of government reform activists which had formed following Brennan's 2013 death and which was named in his honor, acting in conjunction with Nadia Renner, succeeded in gathering 75,132 signatures of county voters to put a reform initiative similar to 2012's Measure R on the November 2020 ballot. The proposed measure called for reducing the board members to part-time lawmakers, providing them with an annual salary and benefit package of \$60,000 and limiting them to a single four-year term on the board. After those signatures and petitions were provided to the San Bernardino County Registrar of Voters in March 2020 and deemed to be sufficient to put an initiative, which was ultimately designated as Measure K, on the November 2020 ballot, the board of supervisors attempted to repeat what had occurred in 2012 by using its power as an elected body to place an alternative initiative on the ballot, one which was designated by the San Bernardino County Registrar of Voters as Measure J.

Measure J was billed as a reform measure that would adjust certain outdated language used in the county charter and also set the board members' individual compensation packages at \$290,000. Measure J further replicated an existing limitation of three four-year terms on supervisors.

It was the supervisors' collective hope that just as the alternate reform measure that the supervisors

had put on the ballot in 2012 had outperformed the measure sponsored by Red Brennan in that election, their measure in 2020, designated by the registrar of voters as Measure J, would likewise gather more support than Measure K, and thus keep the pay reductions in Measure K from going into effect.

As it turned out, however, Measure K did much better at the polls than did Measure J. Measure K passed with 516,184 or 66.84 percent of the 772,282 voters participating supporting it, and 256,098 voters or 33.16 percent opposed.

According to the final certified election results released by the San Bernardino County Registrar of Voters, Measure J passed, with 378,964 votes or 50.72 percent of the 747,188 votes cast supporting it and 368,224 or 49.28 percent opposed.

Under state law, a conflict between the provisions of two measures simultaneously adopted by the voters is resolved by implementing the provisions of the winning measure that gets the most votes and disregarding the conflicting provisions of a winning measure that gets fewer votes. This principle was applied in 2012 with regard to the conflicting provisions of measures Q and R. After the November 2020 election had concluded, expectations were that Measure K's provisions – consisting of limiting supervisors to a total annual compensation of \$60,000 and a single four-year term – would by virtue of the greater number of votes it received trump Measure J's provisions allowing a supervisor a \$290,000 per year stipend including salary and benefits and the option of serving three four-year terms, subject to the will of the voters in three separate elections.

Once the election results were certified, the board of supervisors, using taxpayer funds, contracted with three Los Angeles-based attorneys – Bradley Hertz, James Sutton and Nicholas Sanders – to take legal action to block Measure K from going into effect. In their suit on behalf of the board of supervisors, Hertz, Sutton and Sanders did not sue the Red Brennan Group or Renner, but rather the supervisors' own

employee, San Bernardino County Clerk of the Board Lynna Monell. The legal action, a petition for a writ of mandate, alleged that Measure K is fatally flawed because it "violates California Constitution Article XI, Section I(b) by seeking to set supervisor compensation via citizen initiative... [and] it exceeds the initiative power of the electorate by intruding on matters that are exclusively delegated to the governing body, in this case the San Bernardino County Board of Supervisors... [and its] term limit provision for members of the county board of supervisors violates the First and Fourteenth Amendments to the United States Constitution [by] impermissibly infringing on voters' and incumbents' First and Fourteenth Amendment rights." Additionally, the writ of mandate maintained Measure K violates what "the single subject rule" pertaining to voter initiatives and that "Measure K must not be implemented because it does not embrace a single subject."

A hearing on the petition for a writ of mandate was held on December 4, 2020 before San Bernardino Superior Court Judge David Cohn.

Hertz, Sutton and Sanders pressed Judge Cohn to grant their motion for a temporary restraining order to halt the implementation of Measure K while the petition for a writ of mandate was being litigated.

The Red Brennan Group, which has been authorized by Measure K's official proponent, Renner, to defend her interests, was present at the hearing in the form of its attorney Aaron Burden. Also in attendance was attorney Cory Briggs, representing the Inland Oversight Committee. Both Burden and Briggs, on behalf of their clients, had drafted and submitted motions to intervene as defendants in the case. Judge Cohn, initially, held the position that neither Burden nor Briggs nor Renner nor the Red Brennan Group nor the Inland Oversight Committee were parties involved in the matter, as the board of supervisors' suit is against the clerk of the board, and as such they did not have status to involve themselves in the proceedings. The petition for a writ of mandate requested that

the court order Monell "not to take any actions that would cause the implementation of Measure K's provisions."

Judge Cohn on December 4, 2020 appeared poised to rule in favor of the board of supervisors and grant the temporary restraining order. When, however, Briggs asserted there was a question as to whether the court had jurisdiction in interfering with a matter already decided by a vote of the people, Judge Cohn balked, thereafter delaying his decision, and he gave both Burden and Briggs an opportunity to file by Friday, December 11, briefs supporting why the Red Brennan Group's and the Inland Oversight Committee's motions to intervene should be granted, allowing them a seat at the table to argue the case against the petition for a writ of mandate's request that Measure K be prevented from going into effect. Judge Cohn gave Hertz, Sutton and Sanders until Monday, December 14, 2020 to submit a brief as to why Measure K is to be stayed.

It was the Red Brennan Group's position that upon the election results being certified, voter-mandated Measure K became a county ordinance, and, accordingly, the San Bernardino County Office of County Counsel, the county's in-house stable of lawyers headed by County Counsel Michelle Blakemore, was obligated to defend both Measure K, on behalf of the voters who passed it, and Monell, as the clerk of the board and a county employee. Blakemore and the office of county counsel, however, did not with alacrity undertake to defend either in court filings or in open court discussion.

The result, the Red Brennan Group maintained, was that "an initiative approved by over 66% of county voters is being ignored by the public servants sworn to protect the voters' interests."

On December 14, 2020, Judge Cohn, in accordance with settled law and the Red Brennan Group's status as the proponent of Measure K, approved the Red Brennan Group's motion to intervene. He simultaneously found that the Inland Oversight did not have status to intervene in the proceedings.

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Thereupon the Red Brennan Group's attorney, Aaron Burden, immediately followed with a pre-emptory challenge of Judge Cohn, based on the group's belief it would not be able to have a fair and impartial trial or hearing before him. The matter was sent to Judge Alvarez for his consideration.

After the passage of more than nine months and the consideration of a multitude of briefings, Judge Alvarez this week concluded that Measure K should not be implemented.

In his analysis of the county's case against Measure K, Alvarez noted that board was contesting the two major provisions in Measure K, those being the salary/benefits/total compensation limitation to \$60,000 per year and the single four-year term limit on holding the position of county supervisor.

"In challenging the constitutionality and/or validity of the compensation section of Measure K, the board makes two arguments," Judge Alvarez wrote. "The board argues its compensation cannot be implemented by voter initiative. And the voter initiative intrudes into a matter exclusively delegated to the board."

Referencing the cases of *Voters for Responsible Retirement v. Board of Supervisors* and *DeVita v. County of Napa*, Judge Alvarez noted that the California Supreme Court had stated, "[W]e will presume, absent a clear showing of the legislature's intent to the contrary, that legislative decisions of a city council or board of supervisors - including local employee compensation decisions - are subject to initiative and referendum" and that "lo-

cal voters' right to legislate by initiative is presumed on any subject the local governing body could also legislate, and '[i]f doubts can [be] reasonably resolved in favor of the use of [the] reserve initiative power, courts will preserve it.'"

Nevertheless, Judge Alvarez held that "when a county adopts a charter, its provisions are the law of the state and have the force and effect of legislative enactments. He thereupon referenced the decision in the case of *Dimon v. County of Los Angeles*, by means of the quotation, "Under the 'home rule' doctrine, county charter provisions concerning the operation of the county ... trump conflicting state laws."

Thus, while under California law and the California Government Code, Judge Alvarez found, "the governing body of a non-charter county will set forth their compensation by an ordinance, subject to referendums," San Bernardino County is not a non-charter county, Judge Alvarez noted. Rather, it has a charter it adopted that makes the provisions generally applicable to non-charter county irrelevant, such that "the governing body of a charter county will set forth their compensation within the county's charter. [San Bernardino] County is a charter county. Thus, its charter sets the board's compensation."

Still, Judge Alvarez noted, the initiative process could intrude into the province of setting the supervisors' compensation, he said, since "constitutionally, a charter may be amended or repealed by the initiative process."

"Considering all" of the

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Fontana Council Approves Yet Another Warehouse from front page

that was given go-ahead and an endorsement of its design review by the planning commission on July 6, 2021.

The project site lies within a district zoned for light industrial uses. According to the city, based on the consideration that the warehouse will be an example of so-called in-fill development, “The project qualifies for a categorical exemption, pursuant to Section 15332, Class 32, of the California Environmental Quality Act.”

It is this skimping on environmental examination when it comes to warehouses that in the case

of the Valley Boulevard/Catawba Avenue project led to the appeal heard this week and which subjected the city to the action of and scrutiny by the California Attorney General’s Office with regard to another development proposal.

Janet Meza, who lives in a home adjacent to the Valley Boulevard Catawba Avenue project site, appealed the planning commission’s decision to the city council on behalf of herself and her family.

“We believe that this approval is improper because an environmental report was not completed for the project, and the California Environmental Quality Act exemption the city has used does not apply to this project,” Meza wrote in her appeal. “Along with zone changes, the manipulation

of the California Environmental Quality Act has dealt an environmental blow to the young people of the Inland Empire. The California Environmental Quality Act exemption is not appropriate because regardless of the size of the project, not doing a California Environmental Quality Act review means that the city would not adequately address the cumulative environmental, safety, and traffic impacts that this project will bring to Fontana and San Bernardino County. As stated by the court in [the case of] *Center for Biological Diversity v. California Department of Fish and Wildlife*, environmental decisions must be ‘supported by a reasoned explanation based on substantial evidence.’”

Meza asserted “the

basic threshold has not been met” to exempt the project from environmental review. “This appeal demands that threshold be met either with the reasonable equivalent of a California Environmental Quality Act [requirement] to ‘support a reasoned explanation based on substantial evidence,’” her appeal states. “Here, the developer is allowed to avoid the California Environmental Quality Act, due to exemptions that can be argued for based on size (a mere 92,000 square feet, with proximity to both long-standing Fontana neighborhoods and an elementary school). We demand to have the city council ask the city attorney to take the community step-by-step through their California Environmental

Quality Act due process workarounds that are in use by the developer.”

Meza’s challenge was in some measure a repetition of the appeal Elizabeth Sena had made of the planning commission’s April 20, 2021 approval of Duke Realty’s proposal to build a 205,949-square foot warehouse on an 8.61-acre seven-parcel piece of ground at the southwest corner of Slover Avenue and Oleander Avenue. The project, which was designed to feature 22 truck docks, 40 truck parking spaces, and 95 standard parking spaces, was slated for a site immediately adjacent to Jurupa Hills High School.

On June 22, 2021, the Fontana City Council denied Sena’s appeal and upheld the planning commission on its decision to allow

the warehouse to be built.

In July of this year, California Attorney General Rob Bonta sued the City of Fontana over the approval of the Slover and Oleander warehouse project. Bonta took issue with the lax environmental safeguards the city adhered to in giving Duke Realty go-ahead. The city allowed the planning commission to utilize one of the least exacting forms of environmental certification for the project, a mitigated negative declaration. In the lawsuit, Bonta argued that the city’s limited environmental review of the project and its failure to appropriately analyze, disclose, and mitigate the project’s environmental impacts violates the California Environmental Quality Act.

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Frontier Communications & Employee Union Far Apart In Contract Talks After Three Months from front page

December 2015, Frontier obtained clearance from the California Public Utilities Commission to acquire Verizon’s landline operations in Southern California, and that takeover was consummated in April 2016.

Verizon had reached an accord with its non-management employees in 2013 after collective bargaining sessions, and that agreement was in place at the time of the Verizon/Frontier transition.

Frontier made, according to CWA District 9 members, a number of commitments at the time of the acquisition, which included agreeing that all employees hired going forward would be inducted into Communication Workers of America, and that specified repairs would be made to the former Verizon buildings and plants that had been neglected for some time, as the condition of the company facilities in at least some cases presented safety hazards to the company’s workforce.

When that contract with the union expired in 2017, Frontier and Communications Workers of America District 9 extended the existing terms of the contract for non-management employees. Between 2017 and 2018, no serious nego-

tiations between Frontier and CWA 9 took place, and in 2018, another extension of the 2013 contract was made.

In 2019, Frontier offered, and the union accepted, in the face of Frontier’s claims of corporate financial hardship, a two percent wage increase.

In April 2020, listing a total debt of \$21.9 billion against \$7.155 billion in annual revenue, Frontier Communications filed for Chapter 11 bankruptcy protection from its creditors.

In 2020, Frontier negotiators cited serious financial issues in successfully convincing CWA 9 to extend the existing contract. Shortly thereafter, CWA District 9 learned that Frontier had paid out \$63 million in raises, bonuses and incentive pay to the management and senior administrative echelon of the company.

Frontier, which has been in existence since 1935, has operations in Alabama, Arizona, Connecticut, Florida, Georgia, Illinois, Texas, Utah, West Virginia, Pennsylvania, Wisconsin, South Carolina, Tennessee, Mississippi, Nebraska, Nevada, Iowa and Michigan.

Frontier’s top executives have indicated they believe the company’s future hinges upon its thorough transition to fiber optics, which is a capital-intensive undertaking the company maintains will ultimately redound to its benefit but which will greatly reduce its profitability over the

next six to nine years.

This year, CWA District 9 renewed negotiations with Frontier with an intensified vigor. It was met with the company’s proposed one percent raise, which then increased to 1.25 percent. Simultaneously, the company is seeking to decrease the employer match made to employees’ 401K retirement accounts from a maximum of 6 percent of the participating employees’ annual income to 2 percent.

In the meantime, Communication Workers of America finds itself in an existential struggle insofar as remaining as the employee representative at Frontier. CWA District 9 is in active bargaining mode with Frontier in California, based in Norwalk, while other locals have either concluded negotiations, have pending negotiations or are in the midst of extensions of previous contracts. In defiance of the agreement that CWA claims was made at the time of the Frontier takeover of Verizon, the company continues to hire new workers who are allowed to opt out of being union members. Thus, the unionized employees at Frontier in Southern California are dwindling. While the union yet has leverage, CWA representatives are concerned that if the company continues to, in the words of CWA officials, “stonewall,” within the next decade the union at Frontier will be broken.

The circumstance at

present is pushing CWA District 9 ever closer toward the brink of a strike, which would hamper the continued smooth delivery of service – landline, cable and internet – to over 300,000 customers in Southern California and an estimated 70,000 customers in San Bernardino County.

A *Sentinel* phone call placed to Nick Jeffery, the chief executive officer with Frontier Communications at the Frontier corporate office headquarters in Stamford, Connecticut did not elicit a response by press time.

The *Sentinel* spoke with Don Ruiz, the chief bargaining representative of CWA 9 in Southern California, to see if he could give a window on how dire the circumstance is and whether it will entail an interruption of communication services in the region.

“We are still in contract negotiations,” Ruiz said. “What I can say is we have multiple differences. I can’t get into specifics, since I am the chief bargaining person. There’s a lot of ancillary articles that have been able to put behind us, but on the main points of real substance we are miles apart, right now.”

Asked about the prospect that the union and the company will remain at loggerheads for another three months, or that the differences will trigger a strike, Ruiz said, “I certainly hope we get done before the end of the year.”

Ruiz said the gist of the dispute relates less to money and more to corporate loyalty down the chain of employment.

“The company’s position is it wants to get rid of job security and it wants the ability to outsource,” Ruiz said. “Those are the things we are fighting, to keep jobs in California and the United States. We don’t want them to outsource to places like Mexico City and other areas. We’re fighting for the employees, but also on behalf of Frontier’s customers. We don’t want the company contracting out our work to be done by individuals who are essentially unknown. Our employees go through extensive background checks. As it stands, when you have a Frontier employee coming out to your home, you know that person has been through a vetting regimen and a security process. We are bargaining right now for our employees, but also to keep the company’s customers safe. Our position is let us do our work.”

The *Sentinel* asked Ruiz how close the company and union are to an impasse and what the prospects for a strike action are.

“There is a process for both,” Ruiz said. “The company can’t just declare an impasse. It is the same thing for a strike. There are various steps you have to go through before we get to that. We are not at our bottom line. You have to play the game of incremental proposals and counter-

proposals with them so we are not bargaining against ourselves. We are doing that, and will continue to do that, but as I said, we are miles apart on the matters that are most important.”

If push comes to shove and no accommodation is reached between the company and the union, Ruiz said the CWA District 9 is prepared to go to the next level.

“The membership has already taken a vote, and they voted overwhelmingly in favor of going on strike,” Ruiz said.

Ruiz said the employees have shown far more loyalty to Frontier than Frontier has displayed good faith toward them.

“The employees not only went through a bankruptcy with this company, they have lasted through the COVID situation,” Ruiz said. “This was a bankruptcy that was not the workers’ fault but the consequence of the failure of the company’s past leadership. There were three hedge funds that lent the company money to purchase the assets from Verizon. Now that the company is out of bankruptcy, we feel it is important that the employees who made that possible are recognized and get the job security and other things they deserve. The employees have stood by the company through and through with the difficulties it had, and there has been very little reward. All we are asking for is a show of appreciation.”

Even With The County's Second-Most Diverse City Council, Which Features Four "Protected Minorities" Included As Those Most Recently Elected To Its All Female Ranks, Victorville Is Being Forced By A Bay Area Attorney Making \$30,000 From The Deal To Change Its Electoral System *from front page*

loting for the district in which they live and not in any city council race outside their district, with the lone exception being those cities which hold mayoral elections. Mayors are yet chosen in at-large races.

The root of the change being foisted upon Victorville lies within the California Voting Rights Act, passed by the California Legislature in 2001.

Under the California Voting Rights Act, a plaintiff or plaintiffs can file legal action against a governmental jurisdiction alleging polarized voting has taken place in its past elections and seek the remedy of having that jurisdiction switch from at-large elections to ones involving ward or district systems. The theoretical justification for having a city or governmental jurisdiction form such districts is the perceived likelihood that it will create political subdivisions in which the election of a member of an ethnic or racial minority is more likely to take place than in an at-large election. Upon proof being presented that such polarized voting exists, the courts will then require that the governmental entity in question adopt the ward/district system and require that the governmental entity pay the legal fees for the attorney or attorneys representing the plaintiff[s].

Polarized voting can be defined as a circumstance in which the number of registered voters belonging to a protected ethnic or racial minority within a specific jurisdiction exceeds, in comparison to the total number of registered voters in that jurisdiction, the ratio represented by a single member of that city's or town's council to the total number of members of that particular panel, when no members of that protected minority are counted among that council's members. Thus, if any one of those protected minorities make up more than 20 percent of a municipality's

population but that city's or town's five-member council does not feature a member of that minority, then racially-polarized or ethnically-polarized voting is said to have occurred in that jurisdiction. Polarized voting can also be established as existing when a candidate who is a member of a protected minority receives more votes in a precinct wherein there is a high concentration of voters who are members of the same protected minority than he or she receives in a precinct where the predominate number of voters are not members of the same same protected minority as the candidate. Protected minorities include African-Americans, Hispanics, Native Americans, Pacific Islanders and Asians.

The California Voting Rights Act conferred upon the plaintiffs in cases brought under its provisions an overwhelming advantage in that though the plaintiff[s] stand to recover from the defendant all money expended or owed in the matter to pay for the plaintiff's or plaintiffs' attorney's efforts if the suit succeeds either in whole or part, the cities or towns sued under the voting rights act are not eligible to recover their fees if they prevail in the litigation by succeeding in demonstrating that racially-polarized or ethnically-polarized voting has not occurred in their jurisdictions. Thus, the plaintiff[s] and the lawyers representing them in these legal actions brought under the California Voting Rights Act run no risk. On the other side of the plaintiff/defendant divide, the cities challenged in this way have to defray their own legal expenses if they chose to put on a defense at trial. Thus, even if a city prevails, it sustains unrecoverable legal costs, and if it loses, it stands to suffer costs of tens of thousands of dollars, hundreds of thousands of dollars and perhaps, depending upon

how spirited of a defense the city puts on and the outcome of the legal proceedings, beyond a million dollars in legal fees to be paid to the prevailing party.

The California Election Code provides a city alleged to have engaged in racially-polarized voting a so-called "safe harbor" process by which it can simply refuse to contest the accusation of racially-polarized voting after receiving a letter from a prospective plaintiff charging it with being in violation of the California Voting Rights Act, make known its intention to transition to district-based elections by adoption of an ordinance within 45 days of having received the letter, sidestep the lawsuit, and pay the attorney who sent the letter \$30,000 to \$45,000.

Beginning in 2014, a bevy of opportunistic attorneys seeking a major payday through threatened or actual lawsuits under the California Voters Rights Act to ostensibly counteract racially-polarized or ethnically-polarized voting turned their attention to San Bernardino County.

Working as a team, Lancaster-based R. Rex Parris, Malibu-based Kevin Shenkman and Los Angeles-based Milton C. Grimes surveyed the San Bernardino County landscape and selected what they considered to be the county's most vulnerable jurisdiction among a handful of cities perceived to have foreclosed minority rights because of the relative scarcity or complete lack of elected Hispanic officeholders in those jurisdictions, even though they had a substantial Latino population.

Parris, Shenkman and Grimes settled upon the City of Highland, where despite more than 39 percent of the residents of that city being Latino, no Hispanics were serving on the city council. Highland thus became the first San Bernardino County city served with a demand that it alter the way it elects its council members. Thereafter, a lawsuit was filed July 18, 2014 in San Bernardino Superior Court by Parris, in conjunction with the law firm of Shenkman & Hughes and Milton C. Grimes, on behalf of Lisa Garrett, a Latino resident of Highland. In response,

the city put an initiative on the November 2014 ballot, Measure T, asking if the city's residents were in favor of a ward system. Measure T went down to defeat, with 2,862 votes or 43.01 percent in favor and 3,793, or 56.99 percent opposed. The lawsuit proceeded and the city sought to assuage the demand by proposing to allow cumulative voting, in which each voter is given one vote for each contested position and is allowed to cast any or all of those votes for any one candidate, or spread the votes among the candidates. When the matter went to trial, despite making a finding that the socioeconomic-based rationale presented by the plaintiff's attorneys to support the need for ward elections was irrelevant and that the plaintiff's assertion that district voting was the only way to cure the alleged violation of the Voting Rights Act was false, San Bernardino Superior Court Judge David Cohn mandated that Highland adopt a ward system.

Thereafter, Parris, Shenkman, Grimes and Matthew Barragan, who was then the staff attorney representing the Mexican American Legal Defense Fund known by the acronym MALDEF, threatened lawsuits under the California Voter Rights Act against the cities of Barstow, Big Bear Lake, Chino Hills, Chino, Fontana, Hesperia, Rancho Cucamonga, Redlands, Twentynine Palms, Upland and Yucaipa, as well as the towns Apple Valley and Yucca Valley. Despite the consideration that Barstow, Chino Hills, Chino and Redlands historically had fielded or at that point included Hispanic members on their city councils and that Upland, Rancho Cucamonga and Fontana historically or at that point had both Latino and African-American members of their city councils, all of those cities and all of those towns complied with the demands for shifts to district or ward systems, with those municipalities in many cases paying the lawyers the \$30,000-to-\$45,000 cost those attorneys were entitled to under the California Voters Rights Act and which those attorneys sought for forcing those cities and

towns into compliance.

At that point, Parris, Shenkman, Grimes and Barragan checked out of the process, whereupon the cities or towns used consultants such as the National Demographics Corporation to draw up district or ward lines. Chino Hills, after consulting with the National Demographics Corporation, opted to utilize a different map, one drawn by two of that city's residents, Brian Johsz and Richard Austin.

In case after case, the cities and towns adopted district voting or ward maps that were gerrymandered to provide the incumbent council members an advantage by placing them into districts that did not include other incumbents, and by timing the elections in such a way that their districts held elections at the end of the electoral cycle terminating with the elapsing of the close of the term the incumbents held as a result of their most recent at-large elections. One exception to this was in Chino Hills, where the Johsz/Austin map put three of the incumbents in separate districts and created two other districts, including one in which none of the then-current council members resided and one in which two members were living. Nevertheless, in the case of Chino Hills, the manner in which the districts were drawn up disadvantaged and disenfranchised a one-time Hispanic member member of the city council Roseana Mitchell-Arrieta. And ultimately, Johsz was himself elected to the council as the representative of one of the districts he had drawn up.

In none of those cases where the gerrymandering took place did Parris, Shenkman, Hughes, Grimes or Barragan raise any objections to how those district lines were drawn, even when they appeared to perpetuate the racially-polarized or ethnically-polarized voting that their threatened lawsuits were ostensibly aimed at curing.

Many of those observing that element of what occurred in those 13 cities that were forced into by-district elections after the lawsuit between Garrett and Highland concluded have independently remarked that it appears that

Parris, Shenkman, Grimes and Barragan were not truly committed to redressing so-called polarized voting but rather shaking cities down in looking for a lucrative payday on the cheap by threatening a lawsuit and then accepting the \$30,000-to-\$45,000 payments that came their ways from the cities.

In the meantime, a handful of San Bernardino County cities had eluded the efforts of attorneys to bring about their conversion to by-district elections. Among those was the City of Victorville, which over the previous three decades had organically evolved to embodying, without any outside interference or the intervention of the California Voters Rights Act, both the spirit and intent of what is inherent in the California Voter Rights Act.

Beginning in 1991 and by 2014, the Victorville City Council counted among its members Felix Diaz, Jim Busby, Rudy Cabriaes, Angela Valles, Gloria Garcia and Eric Negrete, all of whom qualified as protected minorities as defined by the California Voter Rights Act. Thereafter, again under the at-large voting system in place, Blanca Gomez, was elected to the council in 2016 and reelected in 2020, Rita Ramirez was elected to the city council in 2018, and Elizabeth Becerra and Leslie Irving were elected to the city council in 2020. Gomez, Ramirez, Becerra and Irving are all protected minorities under the California Voter Rights Act. After the 2020 election, all five members of the city council were women; and four of its five members – Gomez, Ramirez, Becerra and Irving – were protected minorities.

In the late winter of 2021, Becerra, a member of a protected minority, led the charge in having Ramirez, a member of a protected minority, removed from the council for what Becerra alleged was Ramirez's failure to maintain her residency in Victorville. After Ramirez, a Democrat, had been removed from the council, the remaining members of the council – Gomez and Irving, who are Democrats, and Becerra and Mayor Debra Jones, who are Republicans, could not

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Warren’s Council Doesn’t Discuss Warehouse Approval Appeal In Rejecting It *from page 3*

“Under the California Environmental Quality Act, the City of Fontana is required to implement all feasible mitigation measures to reduce harmful air pollution and other significant environmental impacts of the Slover and Oleander Warehouse project,” Bonta said. “Plain and simple: Everyone has the right to breathe clean air where they live and where they work. As attorney general, I have a responsibility to enforce the state’s environmental laws, and as the people’s attorney, I am committed to standing up for communities who live at the intersection of poverty and pollution. Fontana residents shouldn’t have to choose between economic development and clean air. They deserve both. Unfortunately, the City of Fontana cut corners when it approved the Slover and Oleander Warehouse Project. We’re going to court to compel the city to go back and take a hard look at the environmental impacts of this project – and do all it can to mitigate the potential harms to local residents and workers – before moving forward.”

According to Bonta,

“The Slover and Oleander Warehouse Project will be constructed in a low-income south Fontana neighborhood that suffers from some of the highest pollution levels in all of California. Over 20 warehouses have already been built within a mile of the project site, in an area that encompasses two public high schools and serves as home to hundreds of Californians. Collectively, these warehouses generate thousands of daily heavy-duty diesel truck trips. As a result, local residents and workers suffer from some of the highest exposures statewide to fine particulate matter, which are inhalable microscopic particles that travel deep into human lungs and are linked to increased risk of premature death, cardiovascular disease, lung cancer, and asthma attacks. They are also heavily exposed to ozone and toxic chemicals that can cause a wide array of other concerning health problems.”

In the lawsuit, Bonta maintains the City of Fontana violated the California Environmental Quality Act in its approval of the Slover and Oleander ware-

house project by failing to prepare an environmental impact report despite substantial evidence that the project will have significant environmental impacts, and that the city did not disclose the existence of dozens of other industrial warehouses in the area. The city further did not disclose, Bonta asserted, that the city has approved and is planning additional warehouse developments within blocks of the project, and it did not account for those nearby warehouses in its cumulative air quality analysis.

A prime mover in the proliferation of warehouses in Fontana, which has grown to a population 217,000, has been Mayor Acquanetta Warren, who has held the mayoralty in the city since 2010. A recipient of substantial political donations by landowners, land speculators and developers to the point that she has accumulated a political campaign war chest of more than \$350,000, Warren has continuously ruled Fontana over the last decade with an iron fist based upon her alliances with the council members who have served in the course of several election cycles, including John Roberts, Jesse Armendarez, Phil Cothran, Jr. and Peter Gar-

cia.

Warren has ignored those who have questioned whether building devoted to the logistics industry constitutes the highest and best use of the property available for development in the region, and have inveighed against warehouses on the basis of the relatively poor pay and benefits provided to those who work in distribution facilities, the large diesel-powered semi-trucks that are part of those operations with their unhealthy exhaust emissions, together with the bane of traffic gridlock they create. Warren has insisted that they represent economic development that will provide needed employment to much of Fontana’s indigenous poorly-educated, unskilled and unemployed population.

So committed, indeed, has Warren been to warehouse development that she has become known, both derisively by her political opponents and admiringly by her supporters, as “Warehouse Warren.”

Many of her detractors believe that Warren is disingenuous in her pro-warehouse development crusade in that she recognizes that better use could be made of Fontana’s undeveloped commercial/industrially zoned properties,

but that she has encouraged warehouse development because of the willingness of those profiting by the accelerated development of warehouse/distribution/logistics-related projects to provide her with money, either as campaign donations or in other forms, what a growing number of people see as either tantamount to bribes or outright payoffs.

In her appeal letter relating to the 15894 Valley Boulevard/Catawba Avenue warehouse project, Meza joined that chorus.

“It’s no secret that developers and their government henchmen have been playing fast and loose with California Environmental Quality Act laws over the past decade, especially here in Fontana in regards to warehouse distribution centers,” Meza wrote.

Given Bonta’s lawsuit, the consideration that Bonta has a crew of investigators who are reportedly going closely over the votes of both the Fontana City Council and the Fontana Planning Commission relating to the glut of warehouse development in the city and the seeming nonchalance with which Fontana residents such as Meza reference their perception that Fontana officials are the recipients of illicit inducements that

explain their embrasure of warehouse development in the city, there were some who believed that when the appeal of the planning commission’s approval of the 15894 Valley Boulevard/Catawba Avenue warehouse project came before the city council on Tuesday night, Warren and her allies on the council would exercise a degree of caution.

As the hearing on the appeal began, Deputy City Clerk Ashton Rene Gout stated that there had been 75 letters received in opposition to the project and one letter in favor of it.

The council heard a report on the matter from Senior Planner Paul Gonzales.

“The project is consistent with the applicable general plan designations,” said Gonzales. “There was no general plan amendment or zone change. It met the designations for zoning and the general plan. The project site has no value for habitat for endangered species. The site is paved over and completely disturbed. Approval of the project would not result in any significant effects on traffic, noise, air quality or water quality. The site can be adequately served by all required utilities and

Continued on Page 6

New Norwegian Air Carrier To Fly Into And Out Of Ontario Beginning Next Year *from front page*

grounded in March 2020 due to COVID-19-related travel restrictions and then moth-balled shortly thereafter as a consequence of that airline’s bankruptcy.

The berthing of Norse Atlantic Airlines at Ontario International Airport will represent an historic step, as the airline will be the first to offer regularly scheduled flights into Ontario from Europe.

There have been occasional flights from and to Ontario via European destinations and points of departure, which were generally emergency landings, specialty flights carrying dignitaries or promotional flights such as that of the Concorde from London to Ontario and back in the 1980s. There was some discussion of regular Concorde flights to and from Ontario, but that did not come about after the Los

Angeles Department of Airports Board of Commissioners, which then oversaw operations at Ontario Airport, bowed to a request by the Ontario City Council, which at that time had unanimously voted to prevent the Concorde from staging out of Ontario because its engines were too loud.

In September Norse Atlantic Airways filed an application with the Federal Aviation Administra-

tion for authorization to fly from Oslo Airport, located some 22 miles northeast of Oslo in Gardermoen, initially to three destinations in the United States - Ontario International Airport, Fort Lauderdale/Hollywood International Airport in Florida and Stewart International Airport in Orange County, New York, roughly 60 miles from New York City.

“We strongly believe that there is a need for a

new and innovative airline serving the low-cost intercontinental market with modern, more environmentally friendly and fuel-efficient aircraft as the world gradually reopens,” Larsen said. “Our plans are on track and operations will commence when travel restrictions are lifted and demand for transatlantic travel is back. Based on the current situation, we anticipate that all our Dreamliners will be flying

customers between Europe and the U.S. next summer. We will launch our ticket sales approximately three months prior to first flight and will offer exciting destinations that have proven to be attractive.”

The addition of Norse Atlantic to the airlines now functioning out of Ontario International Airport will lend greater credibility to the aerodrome’s billing as an international airport.

At present, the airport’s

foreign destination smorgasbord is rather limited.

China Airlines and Volaris offer direct flights to Taiwan and Mexico, respectively, while AeroMexico has discontinued its previous regular connections to and from Ontario, although there are still some codeshare flights into Ontario operated by other airlines that use the AeroMexico name. Multiple connection flights to foreign destinations from Ontario are available.

Ontario, like virtually all other airports, took a hit during the COVID-19 pandemic. In 2019, 5,583,732 passengers came through its gates. In 2020, that number had dwindled to 2,538,482.

Airport officials, however, reported that in July of this year, ridership at the airport increased to roughly 478,000 passengers, which was just about 97 percent of the 493,000 passengers that flew into and out of the airport in July 2019, prior to the coronavirus crisis.

-Mark Gutglueck

Migrant Children Being Flown Out Of Ontario Airport?

The *Sentinel* has received a report that migrant children, who apparently were not in the custody of nor accompanied by their parents, were being flown out of Ontario International Airport this week.

On September 28, a passenger on a flight out of Ontario Airport saw multiple groups of Hispanic children with what appeared to be chaperones waiting for and boarding flights.

The children, who were communicating in

Spanish, were in separate groups of three to six.

There was some level of interchange ongoing between the adults serving as chaperones, the *Sentinel* was told.

Another indication was that at least some of the children were en route to Baltimore.

There was some speculation that the children originated at the Fairplex grounds in Pomona, which in April the Joseph Biden Administration designated as a holding area/emergency shelter for unaccompanied children who had crossed the border into the United States

There was an influx of immigrants from Mexico and Central America through several border crossings earlier this year, prompted by what was presumed to be the willingness of the Biden Administration to welcome immigrants into the United States. While many of those arriving were intact families, over time some children were separated

from their parents or became lost. In some cases, parents dropped their children over or pushed them past border boundaries, leaving them unaccompanied on the American side of the international divide.

Efforts by the *Sentinel* to learn from Ontario International Airport officials as well as those with the U.S. Immigration and Naturalization Service who the children were and what is to become of them were unsuccessful.

Despite Four-Fifths Of Victorville’s Most Recently Elected Council Members Being Defined As “Protected Minorities” Under The California Voting Rights Act, Bay Area Lawyer Collects \$30,000 From The City For Strongarming It Into Holding District Elections To Ensure City Has Adequate Minority Representation
from page 2

come to an agreement on an appointment to replace Ramirez. The position has remained unfilled since Ramirez was deposed in March.

On August 12, 2021, the City of Victorville received a certified letter from attorney Scott J. Rafferty, based in Walnut Creek, some 401 miles from Victorville. Rafferty claimed to be representing the group Neighborhood Elections Now along with “individual Latino electors residing in Victorville.” In his letter, Rafferty stated that Victorville’s existing at-large election system violated the California Voting Rights Act by “diluting the influence of Latino voters,” and threatened litigation if the city did not adopt a district-based electoral system.

“The life experience and values of Latinos as a group (and of other minorities) is often distinct from the rest of the electorate,” Rafferty propounded. “Districting equalizes the voting power of minority neighborhoods.”

Because, Rafferty asserted, “the group of Latino candidates who ran in the 2018 election were disproportionately preferred by their own community,” proof existed that Victorville had, he claimed, engaged in racially polarized voting.

Without acknowledging or in any way mentioning that of the five most recently elected members of the city council three are Latina and one is an African-American woman, Rafferty insisted that “a single high-Latino district improves representation for Latinos throughout the city. Eliminating winner-take-all slates makes the council more representative of all constituencies.”

Again, without making any reference to the consideration that three of the city’s five most recently elected members of the council are Latina, Rafferty wrote, “[I]t is clearly possible to draw at

least one council district in which Latinos are a majority of eligible voters.”

Rafferty called upon the city to immediately draw up an electoral district map and move to by-district elections.

Moving into dictatorial mode, Rafferty wrote, “The city has 45 days from its receipt of this letter to resolve its intent to comply before the next regular election in November 2022, and any special elections that may occur after the map is drawn.”

With the 45th day after the letter had been delivered to City Clerk Charlene Robinson falling on September 26, the city council was a day late in getting to the matter on Monday, September 27.

In his report to the council, City Attorney Andre de Bortnowsky wrote, “Although the city has asserted and believes that Mr. Rafferty’s allegations of a California Voting Rights Act violation lack evidentiary support for any Latino or other racially polarized voting in the city, absent the city’s adoption of a resolution of intention to initiate the transition to a district-based electoral system tonight, Mr. Rafferty can embroil the city in expensive litigation to force a district-based electoral system, leaving the city’s electoral system in the hands of a court. [A]ccordingly, the city council must decide tonight whether to adopt the resolution of intent.”

de Bortnowsky recommended that the city council “adopt [the resolution] declaring its intention to transition from at-large to district-based elections for members of the city council under Elections Code Section 10010. The basis for recommending adoption of [the resolution] is not a concession or admission that the city has or would ultimately be found to have violated the California Voting Rights Act. Instead, the recommendation stems from a determination that

the public interest is better served, and taxpayer dollars better spent, by making a voluntary transition to by-district elections, given the uncertainty in defending such litigation and the extraordinary cost of such a lawsuit, even if the city were to prevail.”

de Bortnowsky said the city should be prepared to bear the cost of hiring a demographer and other consultants needed to draw the electoral district map, conduct public hearings, engage in community outreach, prepare and publish notices and related district map materials for the hearings related to the drawing of the districts and cover the cost of paying Rafferty \$30,000.

de Bortnowsky said the city will need to meet a 90-day deadline for the adoption of an election district map and election sequence by means of an ordinance on or before December 27, 2021, unless Rafferty finds it in his soul to allow the city to perform under a 180-day deadline, such that the city will need to adopt the district-voting ordinance on or before March 28, 2022.

The city council, after hearing from residents on Monday night during the hearing relating to the item pertaining to the action Rafferty is forcing the city to take, adopted a resolution of intent by a 4-to-0 vote.

Unknown at this point is whether the city will form five districts or wards with each embodying as close as possible one fifth of the city’s 123,251 population with the selection of the mayor continuing to rotate among the council’s five members or whether Victorville will form four council districts, each composed of one-fourth of the city’s residents, augmented by a mayor’s post to be filled by a candidate elected at-large.

In response to questions emailed to him by the Sentinel, Rafferty, without being specific, implied that at least one of the Latino council members in Victorville over the last three decades – Diaz, Cabriaes, Valles, Garcia, Negrete, Gomez, Ramirez and Becerra – did not adequately represent the members of the same protected minority of which he or she was himself or herself

a member. “Not every Latino office-holder on your list was an authentic candidate-of-choice of the Latino community,” he said, without explaining how he knew that to be the case or even how it was possible that it was the case.

Pushing the City of Victorville toward by-district elections even though four-fifths of those most recently elected are members of a protected minority under the California Voting Rights Act did not constitute a perversion of the intent of the California Voting Rights Act and was in some measure justified by the council’s vote to remove Ramirez from the council, Rafferty said.

“It is curious that you include Rita Ramirez, who received a vote from almost every Latino casting a ballot in 2018, but was removed without the benefit of a charter provision, ordinance or quo warranto proceeding, and was not replaced within the time-frame required by state law,” Rafferty said. “This is not evidence of equal influence by the Latino community.”

Rafferty made no reference or acknowledgment that Becerra was a prime mover in the removal of Ramirez from office.

Nonetheless, he implied that the current in-

cumbents, three-quarters of whom are members of protected minorities and one-half of whom are Hispanic, were in some fashion responsible for the continuing political disenfranchisement of Latinos in Victorville.

“[T]he incumbents... know my clients’ concern about the continuing failure to replace member Ramirez and the prospect that an incomplete council could draw lines for an entire decade, especially since the immigrant communities of southeast Victorville are not represented,” he said.

Rafferty declined to identify his clients in Victorville, but did say that some of them were among those who spoke before the city council on September 27 urging the council to adopt a by-district voting system.

“Because of the potential for retaliation, I generally do not disclose individual clients until and unless it is necessary to sue,” he said. “But community support for districting was almost unanimous at the last council meeting.”

Rafferty offered something of a defense for seeking to move Victorville to by-district elections, even though four-fifths of those most recently elected are members of a protected minority as defined by the

California Voting Rights Act.

“I am very selective in the jurisdictions to which I am willing to send notices,” he said. “Victorville is the largest city in California with a significant minority community that still elects at-large.”

As to the recurrent, indeed almost universal, pattern of gerrymandering protecting the political status quo and incumbents that occurred in San Bernardino County with the switch to by-district elections in the last half-decade, Rafferty said, “The voters in jurisdictions that I work with have a pretty good track record for increasing the number of minority officeholders and minority candidates-of-choice. This is about voters, not incumbents or candidates.” Then, without saying how he had information to make such a pronouncement, Rafferty claimed, “When officeholders who are members of a protected class are defeated in district elections, it is usually because they are not the minority’s candidate of choice. But you can’t engineer democracy, and minority communities are not always instantly empowered. It can take a few cycles to see the effects of this reform.”

-Mark Gutglueck

Fontana Council Engages In No Discussion Before Rejecting Appeal Of Warehouse Approval
from page 5

services, sewer, water and everything else.”

Gonzales quoted and endorsed the response of 9th Street Partners to the challenge of the project on the basis of its air quality impacts. That response held that the time to challenge the general plan environmental impact report had long since elapsed.

“Staff recommends denial of Appeal Number 21-003, therefore upholding the planning commission’s decision on July 6, 2021, approving Design Review Number 21-003,” Gonzales said.

A multitude of speakers weighed in on the project, including ones who spoke both in support of the project and against it.

After the public comments concluded, the council held no discussion, with Mayor Warren stating directly, “May I have a motion to approve staff recommendation?”

“I’ll make the motion, Mayor,” Councilman John Roberts said.

“And I have a second?” Warren inquired.

“Second,” said Councilman Pete Garcia.

A vote then ensued, with the council voting 4-to-1 to uphold the planning commission and reject Meza’s appeal, with Warren, Roberts, Garcia and Cotharn prevailing over Councilman Jesse Sandoval.

At the end of meeting, during the portion of the proceedings reserved for council comments, Councilman Garcia, who like the rest of his colleagues had engaged in no discussion when the warehouse approval appeal was before them, offered a statement

that made it seem as if he was a bit self-conscious about the way the council had steamrolled over the opposition to the project without any serious rumination over the issues the appeal had raised.

“I want to thank everyone for their participation this evening,” Garcia said. “As everyone can tell, there was a large diversity of opinions. It’s always nice to hear from various community members on the issues. At the end of the day, we have to make our decisions based on some of the facts. Everyone might not be happy, but their opinions are always welcome. I think we always do what’s best, in the best interest of the city.”

Mayor Warren reacted to the suggestions by some of the crowd that she is on the take.

“I tell you, we definitely as a council had our challenges in so many ways,

Continued on Page 12

Public Notices

NOTICE OF SALE OF AUTO-MOBILE

Notice is hereby given pursuant to Sections 3071 of the Civil Code of the State of California the undersigned will sell the following vehicle(s) at lien sale at said address below on: 10/15/2021 09:00 AM

Year of Car/ Make of Car/ Vehicle ID No./ License No. (State)
05 GMC / 1GDHC242X5E243578 / 7X78948CA

To be sold by IE AUTOMOTIVE 628 S BONVIEW AVE ONTARIO CA 91761

Said sale is for the purpose of satisfying lien for together with costs of advertising and expenses of sale.
Published: 10/01/21

FICTITIOUS BUSINESS NAME STATEMENT FILE NO-2021000879

The following person(s) is(are) doing business as: Rose and Chalice; Rose & Chalice, 1153 East Highland Court, Ontario, CA 91764, Mailing Address: 305 North 2nd Ave, Unit 183, Upland, CA 91786, Serene D. Plant, 1153 E Highland Ct, Ontario, CA 91764

Business is Conducted By: An Individual

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

s/ Serene D Plant
This statement was filed with the County Clerk of San Bernardino on: 08/26/21

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

Began Transacting Business: N/A County Clerk, s/11327

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).
09/10/21, 09/17/21, 09/24/21, 10/01/21

FICTITIOUS BUSINESS NAME STATEMENT FILE NO-20210008980

The following person(s) is(are) doing business as: HHK Designs, 2188 Lorraine Dr, Upland, CA 91784, Mark K Fitzpatrick, 2188 Lorraine Dr, Upland, CA 91784

Business is Conducted By: An Individual

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

s/ Mark K Fitzpatrick
This statement was filed with the County Clerk of San Bernardino on: 08/30/21

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

Began Transacting Business: N/A County Clerk, s/11327

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).
09/10/21, 09/17/21, 09/24/21, 10/01/21

FICTITIOUS BUSINESS NAME STATEMENT FILE NO-20210008317

The following person(s) is(are) doing business as: Fangear4u, 1495 W 9th St, Unit 607, Upland, CA 91786, Seung Don Kim, 14760 Moon Crest Ln, Unit B, Chino Hills, CA 91709

Business is Conducted By: An Individual

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

s/ Seung Don Kim
This statement was filed with the County Clerk of San Bernardino on: 08/11/21

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

Public Notices

Began Transacting Business: 09/01/2019

County Clerk, s/ 15199

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).
09/10/21, 09/17/21, 09/24/21, 10/01/21

FICTITIOUS BUSINESS NAME STATEMENT FILE NO-20210007242

The following person(s) is(are) doing business as: On Time Home Inspections, 10123 Hampshire St., Rancho Cucamonga, CA 91730, Mailing Address: 10123 Hampshire St., Rancho Cucamonga, CA 91730, Juan J. Tojin, 10123 Hampshire St., Rancho Cucamonga, CA 91730

Business is Conducted By: An Individual

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

s/Juan J Tojin
This statement was filed with the County Clerk of San Bernardino on: 07/14/21

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

Began Transacting Business: 07/01/21

County Clerk, s/ 15199

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).
08/06/21, 08/13/21, 08/20/21, 08/27/21 & Corrected on: 09/10/21, 09/17/21, 09/24/21, 10/01/21

FBN20210009200

The following persons are doing business as TED'S SHIRTS & SHYTT 13231 YAKIMA RD. APPLE VALLEY, CA 92308:
TAILOR L. TITUS 13231 YAKIMA RD. APPLE VALLEY, CA 92308 [and] DIXIE BOLAN 14466 IRO-QUOIS ROAD APPLE VALLEY, CA 92307

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/ TAILOR L. TITUS
This statement was filed with the County Clerk of San Bernardino on: 9/08/2021

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

Began Transacting Business: AUGUST 31, 2021

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 September 10, 17, 24 & October 1, 2021.

T.S. No. 21-20339-SP-CA Title No. 210278435-CA-VOI A.P.N. 1089-201-16-0-000 NOTICE OF TRUSTEE'S SALE. YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 11/21/2005. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER. A public auction sale to the highest bidder for cash, (cashier's check(s) must be made payable to National Default Servicing Corporation), drawn on a state or national

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bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state; will be held by the duly appointed trustee as shown below, of all right, title, and interest conveyed to and now held by the trustee in the hereinafter described property under and pursuant to a Deed of Trust described below. The sale will be made in an "as is" condition, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale. Trustor: Jamal Elyazal, a single man Duly Appointed Trustee: National Default Servicing Corporation Recorded 12/06/2005 as Instrument No. 2005-0911247 (or Book, Page) of the Official Records of San Bernardino County, CA. Date of Sale: 10/19/2021 at 1:00 PM Place of Sale: At the Main (South) Entrance to the City of Chino Civic Center, 13220 Central Avenue, Chino, CA. 91710 Estimated amount of unpaid balance and other charges: \$679,799.29 Street Address or other common designation of real property: 6731 Florence Place Rancho Cucamonga, CA 91701-8612 A.P.N.: 1089-201-16-0-000 The undersigned Trustee disclaims any liability for any incorrectness of the street address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale. If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse. The requirements of California Civil Code Section 2923.5(b)(2923.55(c) were fulfilled when the Notice of Default was recorded. NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property. NOTICE TO PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call or visit this Internet Web site www.ndscorp.com/sales, using the file number assigned to this case 21-20339-SP-CA. Informa-

Public Notices

tion about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale. Date: 09/10/2021 National Default Servicing Corporation c/o Tiffany & Bosco, P.A., its agent, 1455 Frazee Road, Suite 820 San Diego, CA 92108 Toll Free Phone: 888-264-4010 Sales Line 855-219-8501; Sales Website: www.ndscorp.com By: Rachael Hamilton, Trustee Sales Representative 09/17/2021, 09/24/2021, 10/01/2021 CPP351412

T.S. No. 21-20046-SP-CA Title No. 210047684-CA-VOI A.P.N. 1047-191-32-0-000 NOTICE OF TRUSTEE'S SALE. YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 06/26/2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER. A public auction sale to the highest bidder for cash, (cashier's check(s) must be made payable to National Default Servicing Corporation), drawn on a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state; will be held by the duly appointed trustee as shown below, of all right, title, and interest conveyed to and now held by the trustee in the hereinafter described property under and pursuant to a Deed of Trust described below. The sale will be made in an "as is" condition, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale. Trustor: Francisco Sandoval, a single man Duly Appointed Trustee: National Default Servicing Corporation Recorded 07/13/2006 as Instrument No. 2006-0474939 (or Book, Page) of the Official Records of San Bernardino County, CA. Date of Sale: 10/25/2021 at 12:00 PM Place of Sale: At the North Arrowhead Avenue entrance to the County Courthouse, 351 North Arrowhead Avenue, San Bernardino, CA 92401 Estimated amount of unpaid balance and other charges: \$672,603.71 Street Address or other common designation of real property: 959 Sycamore Court Upland, CA 91786 A.P.N.: 1047-191-32-0-000 The undersigned Trustee disclaims any liability for any incorrectness of the street address or other common designation, if any, shown above. If no street address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale. If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse. The requirements of California Civil Code Section 2923.5(b)(2923.55(c) were fulfilled when the Notice of Default was recorded. NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automati-

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cally entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property. NOTICE TO PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call or visit this Internet Web site www.ndscorp.com/sales, using the file number assigned to this case 21-20046-SP-CA. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale. Date: 09/10/2021 National Default Servicing Corporation c/o Tiffany & Bosco, P.A., its agent, 1455 Frazee Road, Suite 820 San Diego, CA 92108 Toll Free Phone: 888-264-4010 Sales Line 855-219-8501; Sales Website: www.ndscorp.com By: Rachael Hamilton, Trustee Sales Representative 09/17/2021, 09/24/2021, 10/01/2021 CPP351411

NOTICE OF PETITION TO ADMINISTER ESTATE OF: JUVENTINO MARTINEZ SAUCEDO

CASE NO. PROSB2100503

To all heirs, beneficiaries, creditors, contingent creditors, and persons who may otherwise be interested in the will or estate, or both of JUVENTINO MARTINEZ SAUCEDO :

A PETITION FOR PROBATE has been filed by MARIA GUADALUPE CHAIDEZ in the Superior Court of California, County of SAN BERNARDINO.

THE PETITION FOR PROBATE requests that MARIA GUADALUPE CHAIDEZ be appointed as personal representatives 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-35 at 9:00 a.m. on OCTOBER 4, 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 granting of the petition, you should appear at the hearing and state your objections or file written objections with the court before the hearing.

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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.

Attorneys for the Petitioners: 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 9/17 9/24 & 10/01, 2021.

ORDER TO SHOW CAUSE FOR CHANGE OF NAME CIV SB 2123259

TO ALL INTERESTED PERSONS:

Petitioner BRUCE THOMAS GILSTRAP filed with this court for a decree changing names as follows: BRUCE THOMAS GILSTRAP to BRUCE THOMAS BLACK

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

Notice of Hearing:
Date: October 15, 2021
Time: 9:00 a.m.
Department: S16

The address of the court is Superior Court of California, County of San Bernardino, 247 West Third Street, San Bernardino, CA 92415

IT IS FURTHER ORDERED that a copy of this order be published in the San Bernardino County Sentinel in San Bernardino County California, once a week for four successive weeks prior to the date set for hearing of the petition.

Dated: SEPTEMBER 3, 2021
Lynn M. Poncin
Judge of the Superior Court.
The attorney for Bruce Thomas Gilstrap is:

Cory Briggs
Briggs Law Corporation
99 East C Street, Suite 111
Upland, CA 91786
Published in the San Bernardino County Sentinel September 17, 24, and October 1 & 8, 2021

FICTITIOUS BUSINESS NAME STATEMENT FILE NO-20210008140

The following person(s) is(are) doing business as: Motel 6 Barstow Lenwood, 2551 Commerce Parkway, Barstow, CA 92311, Mailing Address: 3237 Vista Pointe, Riverside, CA 92503, Lenwood Lodging LLC, 3237 Vista Pointe, Riverside, CA 92503

Business is Conducted By: A Limited Liability Company

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

Public Notices

ment becomes Public Record upon filing.

s/ Mahendra Desai
This statement was filed with the County Clerk of San Bernardino on: 08/06/21

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

Began Transacting Business: 07/20/2021

County Clerk, s/17122

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 09/03, 09/10, 09/17 & 09/24, 2021

FICTITIOUS BUSINESS NAME STATEMENT FILE NO-20210008935

The following person(s) is(are) doing business as: Certified Selections, 951 Feather Hollow Court, Chino Hills, CA 91709, Z&S Enterprises Inc, 951 Feather Hollow Court, Chino Hills, CA 91709

Business is Conducted By: A Corporation

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

s/ Siddique Rahman
This statement was filed with the County Clerk of San Bernardino on: 08/27/21

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

Began Transacting Business: N/A County Clerk, s/11327

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 09/17/21, 09/24/21, 10/01/21, 10/08/21

FICTITIOUS BUSINESS NAME STATEMENT FILE NO-20210008897

The following person(s) is(are) doing business as: SG Metal Works LLC, 522 W. 1ST Street., Suit F, Rialto, CA 92376, Mailing Address: 8034 Alder Ave, Fontana, CA 92336, SG Metal Works LLC, 8034 Alder Ave, Fontana, CA 92336

Business is Conducted By: A Limited Liability Company

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

s/ Angelica Arellano
This statement was filed with the County Clerk of San Bernardino on: 08/26/21

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

Began Transacting Business: 02/26/21

County Clerk, s/11327

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 09/17/21, 09/24/21, 10/01/21, 10/08/21

FICTITIOUS BUSINESS NAME STATEMENT FILE NO-20210009057

The following person(s) is(are) doing business as: XSA Investigative Services, 1535 N Third Ave, Upland, CA 91786, Mailing Address: 154 W. Foothill Blvd, STE A355, Upland, CA 91786, Kurt Donham, 1535 N Third Ave, Upland, CA 91786

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

Public Notices

a crime. (B&P Code 17913) I am also aware that all information on this statement becomes Public Record upon filing.

s/ Kurt Donham
This statement was filed with the County Clerk of San Bernardino on: 09/01/21

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

Began Transacting Business: 08/30/21
County Clerk, s/ D5511

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

Published in the San Bernardino County Sentinel on 09/17/21, 09/24/21, 10/01/21, 10/08/21

NOTICE OF PETITION TO ADMINISTER ESTATE OF: BERNARD ANTHONY SLOW CASE NO. PROSB2100583

To all heirs, beneficiaries, creditors, contingent creditors, and persons who may otherwise be interested in the will or estate, or both of BERNARD ANTHONY SLOW:

A Petition for Probate has been filed by STEPHANIE L. SLOW in the Superior Court of California, County of SAN BERNARDINO.

THE PETITION FOR PROBATE requests that STEPHANIE L. SLOW 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 OCTOBER 12, 2021 2021 at 9:00 a.m. in Dept. No. S35 at Superior Court of California, County of San Bernardino, 247 West Third Street, San Bernardino, CA 92415, San Bernardino District.

SEPTEMBER 3, 2021
Kimberly Tilley, Deputy

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.

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Filed: September 3, 2021
Attorney for Stephanie M. Brown
R. SAM PRICE SBN 208603
PRICE LAW FIRM, APC
300 E STATE STREET
SUITE 620
REDLANDS, CA 92373
(909) 328 7000
sam@pricelawfirm.com
Published in the San Bernardino County Sentinel September 24, October 1 & October 8, 2021.

T.S. No. 19-20763-SP-CA Title No. 191072098-CA-VOI A.P.N. 1061-201-33-0-000 NOTICE OF TRUSTEE'S SALE. YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 04/04/2005. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER. A public auction sale to the highest bidder for cash, (cashier's check(s) must be made payable to National Default Servicing Corporation), drawn on a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state; will be held by the duly appointed trustee as shown below, of all right, title, and interest conveyed to and now held by the trustee in the hereinafter described property under and pursuant to a Deed of Trust described below. The sale will be made in an "as is" condition, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale. Trustor: Monica C Banacky, a widow Duly Appointed Trustee: National Default Servicing Corporation Recorded 04/14/2005 as Instrument No. 2005-0260110 (or Book, Page) of the Official Records of San Bernardino County, CA. Date of Sale: 10/28/2021 at 12:00 PM Place of Sale: At the North Arrowhead Avenue entrance to the County Courthouse, 351 North Arrowhead Avenue, San Bernardino, CA 92401 Estimated amount of unpaid balance and other charges: \$601,414.96 Street Address or other common designation of real property: 5070 Via Serena Rancho Cucamonga, CA 91701 A.P.N.: 1061-201-33-0-000 The undersigned Trustee disclaims any liability for any incorrectness of the street address or other common designation, if any, shown above. If no street address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale. If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse. The requirements of California Civil Code Section 2923.5(b)(2923.55(c) were fulfilled when the Notice of Default was recorded. NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the high-

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est bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property. NOTICE TO PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call or visit this Internet Web site www.ndscorp.com/sales, using the file number assigned to this case 19-20763-SP-CA. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale. Date: 09/16/2021 National Default Servicing Corporation c/o Tiffany & Bosco, P.A., its agent, 1455 Frazee Road, Suite 820 San Diego, CA 92108 Toll Free Phone: 888-264-4010 Sales Line 855-219-8501; Sales Website: www.ndscorp.com By: Rachael Hamilton, Trustee Sales Representative 09/24/2021, 10/01/2021, 10/08/2021 CPP351474

ORDER TO SHOW CAUSE FOR CHANGE OF NAME CASE NUMBER CIVSB2123514

TO ALL INTERESTED PERSONS: Petitioner: Ashley Williams; Dewayne Cannon filed with this court for a decree changing names as follows: Elijah Harlem Williams to Dewayne Kevin Cannon Jr.

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

Notice of Hearing:
Date: 11/8/2021
Time: 9:00 AM
Department: S16

The address of the court is Superior Court of California, County of San Bernardino, 247 West Third Street, San Bernardino, CA 92415

IT IS FURTHER ORDERED that a copy of this order be published in the San Bernardino County Sentinel in San Bernardino County California, once a week for four successive weeks prior to the date set for hearing of the petition.

Dated: 9/8/2021
Lynn M. Poncin
Judge of the Superior Court.
Published in the San Bernardino County Sentinel on 9/24/2021, 10/1/2021, 10/8/2021, 10/15/2021

SUMMONS – (CITACION JUDICIAL)

CASE NUMBER (NUMERO DEL CASO) CVMV2000661
NOTICE TO JASLAYA EBONY WALKER; JESSICA WALKER; and Does 1 to 10

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTA DEMANDANDO

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EL DEMANDANTE): DANIEL KINCAID
NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons is served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación

Tiene 30 DIAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una repuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefonica no le protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procedan su caso en la corte. Es posible que haya un formulario que usted puede usar para su respuesta. Puede encontrar estos formularios de la corte y mas información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede mas cerca. Si no puede pagar la cuota de presentación, pida si secretario de la corte que le de un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin mas advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de referencia a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov), o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos gravamen sobre cualquier recuperación de \$10,000 o mas de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desearchar el caso.

The name and address of the court is: (El nombre y la dirección de la corte es):

RIVERSIDE SUPERIOR COURT

Public Notices

13800 HEACOCK ST., STE D201, MORENO VALLEY, CA 92553

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

WILLIAM C. KENNEDY, ESQ., SBN: 076992 LAW OFFICE OF KENNEDY & ASSOCIATES 3576 ARLINGTON AVENUE, SUITE 304 RIVERSIDE, CA 92506 Telephone: 951-784-8920

DATE (Fecha): 12/3/2020

Clerk (Secretario), by V. Reyes
Published in the The San Bernardino County Sentinel on: 9/24/2021, 10/1/2021, 10/8/2021, 10/15/2021

FICTITIOUS BUSINESS NAME STATEMENT FILE NO- 20210009661

The following person(s) is(are) doing business as: ETE Solar, 1155 S. Milliken Ave, Suite E, Ontario, CA 91761, Earthtech Enterprise Inc, 3400 Cottage Way, Ste G2 3450, Sacramento, CA 95825

Business is Conducted By: A Corporation

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

s/ Vanessa Pan

This statement was filed with the County Clerk of San Bernardino on: 09/23/21

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

Began Transacting Business: N/A
County Clerk, s/ D5511

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

09/24/21, 10/01/21, 10/08/21, 10/15/21

FICTITIOUS BUSINESS NAME STATEMENT FILE NO- 20210009528

The following person(s) is(are) doing business as: ANOKI, 12824 Coriander Ct, Rancho Cucamonga, CA 91739, Natively Inc, 12824 Coriander Ct, Rancho Cucamonga, CA 91739

Business is Conducted By: A Corporation

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

s/ Dana Green

This statement was filed with the County Clerk of San Bernardino on: 09/20/21

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

Began Transacting Business: 08/30/21

County Clerk, s/ D5511

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

09/24/21, 10/01/21, 10/08/21, 10/15/21

FBN 20210009751

The following person is doing business as: BLUE SKY MASSAGE 1964 W. NINTH ST. SUITE C UPLAND, CA 91786: MING LI 1962 CANOPY LANE LA VERNE, CA 91750 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/ MING LI
Statement filed with the County Clerk

Public Notices

of San Bernardino on: 09/24/2021 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 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 09/24/2021, 10/01/2021, 10/08/2021, 10/15/2021

APN: 0225-391-01-0-000
T.S. No.: 20-60065-ca Property Address: 6116 ROBERTS PL, RANCHO CUCAMONGA, CA 91739 NOTICE OF TRUSTEE'S SALE YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 2/22/2007. UNLESS

YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER. A public auction sale to the highest bidder for cash, cashier's check drawn on a state or national bank, check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state will be held by the duly appointed trustee as shown below, of all right, title, and interest conveyed to and now held by the trustee in the hereinafter described property under and pursuant to a Deed of Trust described below. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

Trustor: TRACIE GREATHOUSE Duly Appointed Trustee: DIRECT DEFAULT SERVICES, LLC Recorded 2/23/2007 as Instrument No. 2007-0117710 in book , page of Official Records in the office of the Recorder of San Bernardino County, California, Date of Sale: 10/25/2021 at 1:00 PM Place of Sale: Near the front steps leading up to the City of Chino Civic Center, 13220 Central Avenue, Chino, CA 91710 Amount of unpaid balance and other charges: \$114,929.09 Street Address or other common designation of real property: 6116 ROBERTS PL RANCHO CUCAMONGA, CA 91739 A.P.N.: 0225-391-01-0-000 The undersigned Trustee disclaims any liability for any incorrectness of the street address or other common designation, if any, shown above. If no street address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale.

NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may ex-

Public Notices

ist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property. NOTICE TO PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call (714) 986-9342 or visit this Internet Website www.superiordefault.com, using the file number assigned to this case 20-60065-CA. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale. For sales conducted after January 1, 2021: NOTICE TO TENANT: You may have a right to purchase this property after the trustee auction pursuant to Section 2924m of the California Civil Code. If you are an "eligible tenant buyer," you can purchase the property if you match the last and highest bid placed at the trustee auction. If you are an "eligible bidder," you may be able to purchase the property if you exceed the last and highest bid placed at the trustee auction. There are three steps to exercising this right of purchase. First, 48 hours after the date of the trustee sale, you can call (714) 986-9342, or visit this internet website www.superiordefault.com, using the file number assigned to this case 20-60065-CA to find the date on which the trustee's sale was held, the amount of the last and highest bid, and the address of the trustee. Second, you must send a written notice of intent to place a bid so that the trustee receives it no more than 15 days after the trustee's sale. Third, you must submit a bid so that the trustee receives it no more than 45 days after the trustee's sale. If you think you may qualify as an "eligible tenant buyer" or "eligible bidder," you should consider contacting an attorney or appropriate real estate professional immediately for advice regarding this potential right to purchase. Date: 9/13/2021 Trustee Sales Information: Sale Line: (714) 986-9342 www.superiordefault.com by: Gisela Clark, Authorized Signatory for Trustee Direct Default Services 3670 N Rancho Drive, Suite 101 Las Vegas, NV 89130 TS# 20-60065-ca SDI-21894 Published: 10/01/21, 10/08/21, 10/15/21

OTICE OF PETITION TO ADMINISTER ESTATE OF:

AGNOLIA DAVIS
Case NO. PROSB2100347

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

A PETITION FOR PROBATE has been filed by WHITNEY DAVIS in the Superior Court of California, County of San Bernardino.

THE PETITION FOR PROBATE requests that WHITNEY DAVIS 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

Voters Had The Right To Reduce Supervisors' Pay But Not To Limit Them To A Single Term, Judge Rules In Rejecting Measure K *from page 2*

factors bearing upon the issue of whether voters have the ability to set the compensation of the members of the board of supervisors or whether that authority lies with the supervisors themselves, Judge Alvarez ruled “the principal voter initiative power should be upheld” such that “the initiative process may alter the board’s compensation provision. Therefore, (a) as the county’s charter sets the compensation package for the governing body (versus by ordinance), (b) the California Constitution allows voters the power through the initiative process to amend a county charter with no showing the legislature expressly or by a clear intent excluded from the initiative power the right to amend a charter’s provision that sets the governing body’s compensation, and (c) amendments to a county charter is through the election process, the board is incorrect in concluding Measure K’s compensation provision is unconstitutional and/or invalid since it was amended through the initiative power.”

Accordingly, Judge Alvarez stated, “the compensation provision was found valid and constitutional.”

The Red Brennan Group did not fare as well with regard to Measure K’s provision to limit the supervisors to a single term.

Along most lines, Judge Alvarez held, the board of supervisors assertion that Measure K was unconstitutional in that it violated the 1st and 14th amendments of the U.S. Constitution did not hold up. In one respect, however, he concluded Measure K’s reduction of the possible tenure of a supervisor to a mere four years did not pass the reasonableness test, and on that ground, he declared the term limit aspect of the measure as inapplicable.

Judge Alvarez noted that “neither side disputes the right of the electorate to impose term limits on a county’s board of supervisors.”

Judge Alvarez went on

to state, “The issue here is whether imposing a one-term limit, i.e., any person may only be elected once to the board for one 4-year term, creates an unreasonable burden on the voters’ right to vote and an incumbent’s right to seek office. As indicated by the board and case law, the rights at issue are the right of the electorate to vote for the candidate of their choice and the right of an incumbent to run for his office again. So the first question is whether such a burden is severe to require the strict scrutiny analysis or not so severe to impose a general balancing test. Per the 9th Circuit [Court of Appeals], the imposition of term limits on state officeholders is a neutral candidacy qualification that a state has the right to impose, and lifetime term limits do not constitute a discriminatory restriction.”

Still Judge Alvarez said, “The issue here is whether imposing a one-term limit, i.e., any person may only be elected once to the board for one 4-year term, creates an unreasonable burden on the voters’ right to vote and an incumbent’s right to seek office. The standard of the inquiry on the restrictive voter law depends on the extent the regulation burdens the 1st and 14th amendments.”

Judge Alvarez said a consideration of the rationale the Red Brennan Group gave for seeking the one-term restriction was relevant to the question.

“Per the proponents of Measure K, the one-term limit is about ensuring the attraction of representatives interested in public service and committed to following the will of the people. Its purpose is to shut out outside interest groups and focus the leaders on doing what is best for the voters,” Judge Alvarez wrote. He then referenced the Red Brennan Group’s promotion of Measure K. “‘Measure K will ensure our elected officials are inspired by service to San Bernardino County, not an oversized paycheck or raising money to win their next election,’” he quoted. “So what the court is presented with is balancing the one-term limit imposing a burden on a voter’s right to choose the candidate of his/her choice, i.e., re-elect an incumbent who is performing compe-

tently, and an incumbent’s right to seek re-election against the interest of the voters ensuring the members of the Boards are there to serve the public interest, committed to following the will of the people, and not be influenced by interest groups or the need to seek re-election. Under a strict scrutiny analysis, the burden imposed of a one-term limit is not narrowly drawn to meet the interest stated for adopting Measure K. The state interest of stopping an incumbent from being distracted with re-election during his tenure is not stopped by merely limiting him to one term, as the incumbent may then be distracted by seeking election to another office or seeking a job after his term ends. So that stated reason is not justifying precluding the rights of voters and incumbents under the 15th and 14th amendments. Even under a general balancing test, the stated reason is not sufficient to justify imposing the burden precluding an incumbent from seeking re-election.”

Judge Alvarez held that the “Supreme Court recognized a lifetime term limit on state senators and assembly only arose after the incumbent has served a significant period in office. The same cannot be said here. A supervisor will be serving only 4 years versus a senator serving 8 years and assembly member serving 6 years before they are precluded from holding the same position. A one-term limit is not providing a supervisor sufficient time in the governing body position. Additionally, although an electorate has no constitutional right to vote for a particular candidate, the desire to ensure a candidate seeks to serve the public interest cannot justify then precluding a candidate or electing an incumbent he believes is serving the interest of the voters at least for one or two additional terms of office. And a reasonable remedy exists if the incumbent seeking re-election is not performing competently: the electorate vote for the other candidate.”

Judge Alvarez concluded with regard to the term limit provision, “Based on the foregoing, Measure K imposing a lifetime one-term limit imposes a burden that does not reasonably justify the infringement on voters’ and

incumbents’ 1st and 14th amendment rights. Therefore, the term limit provision is unconstitutional, invalid, and unenforceable.”

Judge Alvarez also evaluated whether Measure K violated the single-subject rule for initiatives.

“The single-subject rule,” Judge Alvarez wrote, “is not violated ‘if, despite its varied collateral effects, all of [the initiative’s] parts are ‘reasonably germane’ to each other, and to the general purpose or object of the initiative.”

Judge Alvarez found, “Under that stated purpose, it cannot be said the two provisions are distinct. They both are reasonably germane to ensuring the member of the board is about public service versus being paid a high salary or becoming a career politician. Whether this court or the board believes these two provisions will achieve that goal is irrelevant. Therefore, the single-subject rule is not violated.”

Judge Alvarez took up the question that was of significant import with regard to Measure K, that being its severability. Essentially, that question came down to whether, if one element of the measure was deemed to be unconstitutional, the entire measure would be null and void. As his determination was that the term limit provision was unenforceable, Judge Alvarez had to determine whether that meant that the compensation limitation of the measure could not yet be salvaged.

“Measure K contains a severability clause,” Judge Alvarez noted, “Although not conclusive, a severable clause normally will allow for sustaining a part of the enactment while severing the invalid part when mechanically severable.”

Judge Alvarez said,

“There are ‘three criteria for severability: the invalid provision must be grammatically, functionally, and volitionally separable.’ Under the above criteria, the deemed unconstitutional term limit provision is grammatically and functionally separable from the compensation provision. The term limit provision is a distinct and separate provision within Measure K that can be removed without affecting the compensation provision’s language. Next, its removal may preclude amending the county’s charter to provide for one-term limits but its non-inclusion in the charter will not affect the implementation of the compensation provision. However, Intervener fails to demonstrate the two provisions are volitionally separable. Nothing is offered that the voters would have voted yes for Measure K if they knew the one-term limit provision would be invalid leading to the measure only covering the board’s compensation. Rather, the two provisions, although grammatically and functionally separate, are intertwined associated with the proponents’ advocacy to the voters for Measure K’s passage. Thus, it cannot be said Measure K would pass if one provision were missing. And without establishing [the provisions are] volitionally separable, severance cannot be obtained.”

Judge Alvarez thus determined, “Measure K is not severable.” He ruled therefore to “Grant board’s writ to preclud[e] the implementation of Measure K’s provisions.”

There were no representatives of the members of the board of supervisors available at press time to react to Judge Alvarez’s ruling.

Of some moment at this point, given Judge Alvarez’s ruling, is AB 428, legislation introduced this year by Assemblyman Chad Mayes, who before his election to state office was the chief of staff to Supervisor Janice Rutherford. At Rutherford’s behest, Mayes sponsored AB 428, which prevents term limits on the office of county supervisor from being set at fewer than two terms and allows elected supervisors to set their own pay. While Mayes went on record indicating that the bill was “prospective” and did not apply to term limits currently in place, Alvarez’s ruling preventing Measure K from being implemented would potentially mean that a future measure sponsored by the Red Brennan Group or any other entity or individual limiting supervisors’ pay cannot be put put before the voters or enforced if passed. Consequently, the Red Brennan Group finds itself in the position of now pursuing an appeal of Judge Alvarez’s ruling.

Tom Murphy, the spokesman for the Red Brennan Group, said, “In November 2020, more than two-thirds of San Bernardino County voters approved Measure K. In a rush to protect their own self-interests, and against the clear wishes of the people, the board of supervisors of the County of San Bernardino sued to overturn Measure K. In his final ruling, Judge Alvarez sided with big government. While acknowledging Measure K’s proponents had the core legal argument correct, Judge Alvarez opted to reach far afield to justify handing a loss to San Bernardino County residents. We will appeal this decision, and expect to win on appeal.”

All She Hears Is “Money In Your Pocket,” Says Warren *from page 6*

but they are good challenges,” she said. “A couple of comments tonight I was listening to, all these young people particularly. It was just good to hear everyone’s opinion, but people need to understand, this is where we do the people’s business. No cursin’, no hollerin’ out, no clownin’,

and that goes for us up here at the dais. You’re either – How do they say it? – on the menu or you are the menu. That’s why I’m the cook. I’ll decide the ingredients, and I’ll put it in the pot, and I’ll finish it, because this town deserves representation. Tonight we heard so many comments. I tell you, it has become a cliché: ‘Money in your pocket.’”

She enunciated a defense of the way in which a majority of the council

came to what appeared to be a preset conclusion to uphold the planning commission.

“Tonight you saw everyone get a chance to put their viewpoint in, but what a lot of people don’t understand is we don’t have a condition or a reason to deny a project that has met all the state and federal standards. Then we open ourselves up to lawsuits. Our standards are high here. They’re very high,” she said.

-Mark Gutglueck