

## INVESTIGATIONS

### **J&L GROUP - Jason Kravetz**



- INVESTIGATION ON LYDIE GUTFELD – Claim of Hostile Work Environment
  - Jason Baltimore Removing/Redacting Information
  - Irma Rodriguez – Pellis Investigation: concerned of credibility of the report from JL Group
- CITY MANAGER RECRUITMENT INVESTIGATION (*Leak*) – Councilwoman Calvin Censure
  - Suzie Soren was author/editor of Investigation Report

While I was in the room (2 different occasions), city manager Montoya told Deputy City Manager Suzie Soren to have investigator, Jason Kravitz keep searching for something on Lydie Gutfeld. Soren stated that the investigator could not find anything on hostile work environment, so Montoya directed Soren to have Kravitz keep digging on her credit card purchases, pull all statements and keep digging until he finds something. Shortly after, Soren, directed Andrea Russell, HR Director, to turn the investigation over to Soren's office, and have no further contact with the investigator as Soren would handle this investigation directly. I reported this to both City Attorneys Sonia Carvalho and Jason Baltimore and the Mayor and Council.

Later, Jason Baltimore contacted me about the investigation report, and said he had a preliminary report but was reviewing and asking Jason Kravitz to make adjustments to report. Jason Baltimore stated that it was over 140 pages he had Jason Kravitz make revisions to the report before it was finalized. Jason Baltimore later handed the report to me without exhibits, and whatever important details and information that was included in the pages that Baltimore had Kravetz remove (indicating to me that he wanted to save me time and the report was lengthy). Baltimore also included a cover-page/memo with a recommendation of what my findings should be. He recommended my findings would be to terminate Lydie Gutfeld.

Additionally, on the day Barbara Whitehorn was terminated by Montoya, Montoya disclosed to me that he had Sonia Carvalho reviewing emails on Lydie Gutfeld as part of the investigation against her (hostile work environment claim), outside of what Jason Kravitz was investigating (during the same time). Sonia Carvalho had emails related to the Gutfeld investigation, that were not included in the report by Jason Kravitz (*which also led to the discovery of Barbara Whitehorn directing staff to issue a Purchase Order in excess of the City Manager authority, to Dave Bang & Associates, which was not authorized by the City Council*). This investigation was being conducted by Jason Kravetz, yet Sonia Carvalho was reviewing emails from/to Lydie Gutfeld during the same time period rather than the investigator doing so.

During a closed session, Carvalho gave her PowerPoint to council on Lydie's investigation, I notified the City Council of this manipulation and altering of the investigation report by Soren and Montoya. I further notified the council that Jason Baltimore directed Kravetz redact information from the report before report was finalized, and that he would not give me the full report with all exhibits, and only gave me some exhibits when I demanded them, claiming that exhibits were it 1200 pages so he was saving my time by not giving me the exhibits. Councilwoman Calvin questioned if Baltimore had authority to make those changes to the report.

 2/17/25  




Additionally, City Attorney had emails and access of Gutfeld's emails that were not included in the investigation report (specifically an email from Gutfeld to Whitehorn asking if the City had any disclosure forms for her to complete to disclose her husband's employer). Many of the investigation reports that JL Group provided the city now cannot be found by HR and JL Group will not respond to repeated requests from the City Manager for new copies.

It was later disclosed to me by Irma Rodriguez Moisa (Atkinson, Andelson, Loya, Ruud & Romo attorney), regarding the Pellis investigation, that the same investigation firm (JL Group) produced reports that did not seem credible, and she further stated, 'it was like the investigator started with the conclusion and backed into it'. Based on that information, she requested a settlement agreement cap amount of \$2.5 million, rather than the \$1.2 million that they should be requesting for the Pellis investigation.

I relayed that information from Irma to the Mayor and City Council in the presence of City Attorney's Carvalho and Baltimore. Councilman Shorett later stated he had spoken with Irma and was informed that it was not just one investigator (Kravetz) who's reports are not credible in court, but the whole firm. Fred Shorett said "that means all their reports (are not credible)...that means Kim Calvin's too." I responded to Councilman Shorett, "yes, even Calvin."

Since I reported to the City Attorney and Council about the City Attorney's (Baltimore) manipulation and altering of reports, in coordination with DCM Suzie Soren, the investigation reports cannot be found in any personnel files.

Further, JL Group is non-responsive to me (as Acting City Manager), nor Deputy City Manager Tanya Romo's repeated requests for report copies.

**COMPENSATION FOR ACTING CITY MANAGER – EMAIL EXCHANGE: JASON BALTIMORE**  
**May 22, 2024**


**Attorney Carvalho stated "that's not how they do things here"**

When I was appointed as acting city manager, the city attorney came out to ask me if I would except the position and they would give me a 5% increase over my deputy city manager position pay. I indicated to her that there was a benefits resolution 2022-59 that called out the minimum acting pay would be set at step one of the salary range in the salary schedule, and that \$325,000 was in the salary schedule, as of May 22, 2024. The city attorney simply stated that "they do not do things that way here" and salary adjustment remained at 5%.

When I presented the resolution and salary schedule to City Attorney Jason Baltimore, he stated I was correct, and someone needed to let Council know. This was after Baltimore told me that it should not come from me, but instead the City Attorneys office that should notify Council.

**COMPENSATION –**

Baltimore and Carvalho were notified of the resolution, 2022-59 on benefits, including out of class pay, which indicated that I was entitled to \$325,000 salary until June 30 of 2024, and \$333,000 salary effective July 1, 2024. They wrote an email indicating that I was entitle to the salary on the

 2/17/2025



salary schedule, yet did nothing to notify Council after the City Attorney indicated to me that the notification to Council should come from the attorney rather than from me.

Councilwoman Ortiz notified me that City Attorney Carvalho called her on January 14, 2025 and said the salary did need to be corrected.

**SONIA CARVALHO STATED “Since Council and Rochelle have this quid pro quo deal going on..”**

**September 24, 2024 – Statement was made on a Zoom Meeting with (and stated to) Interim Assistant City Manager, Fred Lewis; Assistant to the City Manager, Cory Hodges; and Senior Management Analyst, William Lampi**

Carvalho stated several times that “We wouldn’t even be here discussing this if Council and Rochelle didn’t have this Quid Pro Quo deal going on!” This was in reference to the Mayor emailing Rochelle on Monday 9/23/24 to request an item be placed on the agenda under Future Agenda Item Requests, requesting the Council Compensation Committee to convene

- If the city attorney believed a quid pro quo “deal” between council & Rochelle – why did she not report such?
- Fred Lewis reported this conversation to Rochelle Clayton on the day it occurred.

**MEETING – SONIA CARVALHO & ROCHELLE CLAYTON**

**September 25, 2024**

I asked Sonia directly why she stated that there was a Quid Pro Quo deal with Council Carvalho stated “I was angry” and “I see it time and time again... Council hires someone and then asks them to do what ‘they’ want.”

The City Attorney either lied out of anger OR she knew of misconduct by the City Council and did not report it.

Carvalho went on to say “We can’t work like this... if we can’t work this out, one of us will have to leave and it won’t be me!” Carvalho repeated on multiple occasions over the following months that one of us has to go and it won’t be her.


Sonia was not pleased with Kosmont’s withdrawing from the city and again said: We can’t work like this... if we can’t work this out, one of us will have to leave and it won’t be me!”

City Manager as well as being accused of misappropriation of \$17 million in Homekey funds. In each article, select council members were also featured.

**AGENDA ITEMS PERTAINING TO THE CITY ATTORNEY**

On January 22, 2025, Councilwoman Ortiz asked for a future agenda item request to be agendaized concerning potential litigation regarding attorney complaints, per Resolution 2021-68.

I emailed the City Clerk to place the item on the agenda, which she did, and then the City Attorney

 01/17/2025

(knowing this item was directly pertaining to her), removed the item without any authority to do so.

This is not the first time that the City Attorney has violated the Charter with regards to authority over the agenda. She placed her own evaluation item on the agenda with assistance from the City Clerk, without my approval or authority (which Councilmember Shorett screamed at me over in a public Council Meeting from the Dais).

The Mayor has also requested a special meeting agenda item regarding this matter which the City Clerk and City Attorney refused to add.

### **ATTORNEY INITIATED SETTLEMENT AGREEMENT WITHOUT AUTHORITY**

I have been intimidated by the City Attorney Carvalho and her office since I brought forward the actions against Suzie Soren (released her from employment). I have since been undermined repeatedly by the attorneys and through staff with support from the City Attorney and select council members as well as community members who are close to those council members.

I have been accused in news outlets (The Sentinel) of making a deal with a labor union in return for support to hire me as City Manager as well as being accused of misappropriation of \$17 million in Homekey funds. In each article, select council members were also featured.


I disclosed this to Councilwoman Ortiz when she questioned me as to why I sent the email on December 4<sup>th</sup> regarding me no longer wanting the permanent City Manager position. I provided her a statement in writing which she tried to discuss collectively with the Mayor and City Council since January 16, 2025 in closed session, and was not provided that opportunity, so she reported to Human Resources.

Days later, a Special Meeting was called by Councilwoman Knaus to remove me as Acting City Manager, effective Monday February 10, 2025. They appointed Deputy City Manager Romo, and the City Attorney told her that she had no authority while in the position to make decisions, sign contracts, or take any personnel actions. She was only there “to keep the lights on” as Attorney Albert Maldonado stated.

They further said that any prior action that I initiated was canceled. I had Assistant City Manager interviews underway, with a candidate interview on February 11, 2025. Attorney Maldonado saw the candidate in the lobby and told him that the interview was canceled, Clayton was no longer City Manager and DCM Romo was Acting City Manager but interviews were canceled.

With the actions by attorneys, the Mayor initiated a resignation agreement so that I could exit without harming my reputation and the remaining executives would no longer be harassed by the attorneys.

I agreed, only wanting my back pay for the City Manager position, which was never paid to me. The Mayor asked for an additional 6 months pay and the attorneys agreed. However, it was over \$100,000 so in my email to Attorney Maldonado, I stated that \$100,000 was acceptable, in addition to the separate agreement of paying my back pay for City Manager.

 2/17/2025



Maldonado instead wrote the agreement in excess of \$100,000 for the full 6 months salary. He further cited the benefits Resolution but left the Resolution number out. I pointed out what the Resolution number should be (2022-59) and he stated that the resolution specially called out that the severance pay of 6 months was only for termination without cause, so they will just reference "Resolution" in the agreement.

After execution of the Settlement Agreement between Attorney Maldonado, Acting City Manager Romo and Deputy City Manager Clayton, Attorney Carvalho sent an email to the Mayor and Council that stated Clayton approached the Attorneys with a settlement request, which was entered into and was within Romo's signing authority, and Clayton was no longer with the City.

Attorney Carvalho knowingly lied to the Mayor and Council as the agreement was in excess of the \$100,000 signing authority of the City Manager for San Bernardino.


**MULTIPLE CONTRACTS WITH SAME VENDOR (INVESTIGATOR / ATTORNEY)**

**May – June 2024**

I brought to the attention of Sonia Carvalho, City Attorney, that HR/Risk Management was sending all claims against the city (many trip & fall claims – more than 1 year old) to Graves & King, and nearly all personnel claims are sent to JL Group, so cumulatively there were nearly \$1M in contracts to Graves & King and \$1M to JL Group, that were never approved by Council collectively, both (vendors) within less than a year timeframe. It is best practice and transparent for cumulative contracts to one vendor to be approved by the governing body. Sonia responded that she had pointed that out at one point but she said that the City's policy allowed it. Each of the contracts was for \$100,000 for each investigation.

I asked Carvalho for assistance to assess Risk Management practices, which is when she introduced Jason Baltimore. Mr. Baltimore later told me that Risk Management was Thomas Rice's "area" and he would be "stepping on toes" if he were to assist me with evaluating processes as why so many contracts are sent to other firms.

**January 2025** – By investigating myself into Risk Management processes, I asked to attend their meetings. I discovered that Thoms Rice oversees all risk management claims (against the City) and directs staff to refer them out to outside legal firms, regardless of the amount of claim or the fact that the investigation itself would cost more than the claim amount. During the meeting I attended, the City's third-party-administrator, George Hills had denied a claim a trip-and-fall claim, however Thomas referred the claim to Graves & King.

 , ROACHELLE CLAYTON

Submitted 02/18/2025 to HUMAN RESOURCES



6

**FRED SHORETT**

**DINNER MEETING TUESDAY 12/3/2024 (Prior To 12/4/2024 Special Closed Session for Acting City Manager Appointment)**

Fred Shorett met me for dinner on Tuesday 12/3/24, before the council meeting in which four council members contacted the city clerk to request that the appointment of an acting city manager be placed on a special closed session agenda. At that meeting, he asked if I would be willing to step down as Acting City Manager.

We talked for quite some time, and he stated that he liked me as the City Manager and he's probably talked to me more than any other city manager, and when he is talking to me, what I say sounds good and makes sense. And went on to say "but then I talk to Theodore..." and that the next time he talks to Sanchez, whatever Sanchez says will also be agreeable to him.

**SENT TEXT TO CALL BEFORE 12/4/2024 SPECIAL MEETING**

On the morning of the Special Closed Session meeting, to review the acting city manager appointment, Fred Shorett sent me a text, asking me to call him and stated "I had a thought I'd like to run by you that we didn't really touch directly on last night."

When I called him, he directly asked me if I'd be willing to send an email stating that I would step down as acting city manager, and return to my deputy city manager role. I told him that I would not send that email, as there is no other executive employee that has the workload capacity to step in as acting city manager. I asked him if he could name somebody that he suggested. He went on to say that a few names have been thrown around, so I told him that my fear was that the four council members that put this on the agenda, have already identified an external person to appoint a city manager, and they would come in and fire me. He said that he wasn't sure of any exact name and no one person has been selected. I then cautioned him that if four council members came in with an external person to appoint as acting city manager, that would be a Brown act violation.

I made it clear to him that I was worried about being fired, and I then sent an email to the Mayor and Council about an hour after that phone call to say that I no longer wanted the permanent city manager position and instead would be happy to go through the recruitment process because I felt intimidated and in fear of losing my job all together and I felt that the intent of the four councilmembers that sent the email to the City Clerk to add the item to Closed Session had the intention of appointing another city manager who would then fire me, rather than return me to the deputy city manager position.

**MEETING WITH JUAN FIGUEROA – Monday December 9, 2024**

Councilman Figueroa asked me why I sent that email saying that I no longer wanted the Permanent City Manager position. I repeated to him what I said to Fred Shorett and that with four councilmembers requesting that item, I thought I would be removed and could lose my job. He said that he only agreed to that meeting because he feels everyone has the right to have a conversation, but did not mean that he agreed with wanting to remove me.

He stated that as though he was asked if he was agreeable to that Special Closed Session meeting prior to the request to the City Clerk. However, the City Clerk stated in her email that

*R, ROCHELLE CLAYTON  
Submitted to HR 02/13/2025*



four council members requested the item. This appears to be a discrepancy as he stated he was asked and the City Clerk stated that four council members requested the item.

**TEXT MESSAGE FROM SHARON NEGRETE – NOVEMBER 28, 2024**

Sharon Negrete sent a text message stating “Wait a minute somebody said that you were on administrative leave? They think you are getting fired who is starting this rumor? But I am thankful that you’re not I am very thankful!”

**CHRIS JICHA (friend of Fred Shorett and former employee of Larry Kosmont)**

Fred Shorett asked me to meet with Chris Jicha nearly every meeting I had with him, to see if he could work for the City. He eventually began to get angry that I had not met with his friend and became demanding that I meet with him to determine if he could be hired by the city or used as a consultant. I finally met with Jicha (11/13) because Fred Shorett would not stop harassing me and his demeanor became more demanding and harassing. Jicha was not qualified for any position in the city and the HR department has already disqualified him for a position.

Fred Shorett has yelled at me, talked down to me and has made me feel like my job is constantly at risk if I do not do what he is individually asking me.

**SHORETT’S REQUEST FOR CALVIN’S CENSURE**

Shorett questioned when Councilmember Calvin’s censure would be brought forward. I cautioned him that there were many leaks, including Damon Alexander’s book, Suzie Soren’s conversations as well as his own conversations. In addition to the lack of credibility of Jason Kravet’s reports and known manipulation of his reports by the City Attorney and Suzie Soren, I cautioned him again that I did not feel this was an appropriate action to take. He said that maybe we can just let it die.

The City Council and City Attorney never addressed this issue and discrepancy, and not one Councilmember requested her censure to come forward based on this information, or for the investigation record to be addressed and corrected.



## **THEODORE SANCHEZ**

### **ALL CALLS FROM SANCHEZ – Beginning October 2024**

In each call from Councilman Sanchez, he demanded multiple actions to be conducted by the city manager. I reminded him that I must serve the full council, he continued to demand specific results with projects, reporting and budget related items.

### **CALL – 11/1/2024**

After a call on Friday 11/1/24, which lasted approximately one hour, with multiple demands and yelling at me to ask what I thought my process should be rather than the process by completed. He further demanded that I notify him after each and every step of a project. I requested that he meet with me in person. I explained that I now have a better understanding of his expectations, as he was demanding step by step communication for major projects status and my methodology is to give full picture information.

### **MEETING WITH SANCHEZ & SHORETT 11/4/2024**

Sanchez sent a text to me and Fred Shorett on the following day, Saturday, requesting a meeting in person on Monday, 11/4/24 at 4:30pm. He began a contentious conversation with Fred and myself. He continued to repeat yelling at me in the same manner he had on the previous Friday, 11/1. Fred stopped in to yell back at him in an argument. SANCHEZ continued to demand that I prioritize, their five high priority requests, continue to list them.

He and Fred left my office. Shortly after, Fred called me to state that I need to remember that he is only one council member, and I do not report to only one council member, and the full counsel. He further stated that he disagreed with the way SANCHEZ treated me and yelled at me. However, he said nothing to SANCHEZ while in my office in a screaming match, and continue to let him scream at me without intervening. Staff members in the office also overheard the screaming.

### **STAFF**

The City Hall staff continually say "Theodore is in the house" when Sanchez comes into City Hall, as he goes around to staff offices to get information, directing employees to provide him data, reports, etc., without any communication to the City Manager.

Theodore Sanchez has specifically gone to employees to seek information in order to accuse me of violating policies and procedures. He continually goes into the Finance Director's office, to seek information, reports and data so he can present the information publicly and make me look unprepared and unqualified. He did this as recently as the January 2025 meeting with regard to the lease agreement on the Vanir Tower. I found this out because the Finance Director sent me the lease information he had requested to me and did not send it to him.

The Finance Director has reported to me that this has caused her stress and she is in fear of reporting it, so she continually asks me to keep this confidential as she is in fear of retaliation if is reported, due to his status as a councilmember. His office is next to hers, so she also says that she must whisper to have conversations in her office and is concerned of him hearing confidential information and how he'll use that information.

*Rochelle Clayton*  
Submitted 2/18/2025 to Human Resources



Rochelle Clayton Complaints – City of San Bernardino (Councilman Sanchez)

**PRAs requests from Councilmember Sanchez, Ibarra & City Attorney Carvalho**  
Public Records Act Requests for Text Messages – October 2024

I have been repeatedly harassed and requested to turn over all communication between myself, Councilwoman Ortiz, Scott Beard and Mayor Tran.