From: equestrianctrRFP
To: Panossian, Koko; Hernandez, Jeffrey
Subject: FW: Bids for equestrian center operations
Date: Wednesday, June 3, 2026 4:10:32 PM

Gentlemen,

FYI.....

Enrique

From: Cornelia Seiffert <cornelia.seiffert@gmail.com>
Sent: Tuesday, June 2, 2026 10:33 AM
To: equestrianctrRFP <equestrianctrRFP@cityofpasadena.net>
Subject: Re: Bids for equestrian center operations

[⚠] **CAUTION:** This email was delivered from the Internet. Do not click links or open attachments unless you ***know*** the content is safe. Report phish using the Phish Alert Button. For more information about the Phish Alert Button view article "KB0011474" on the DoIT portal.

Hi Enrique,
I just wanted to reach out to you again to emphasize that I think the City needs to consider an alternative to Rose Bowl Riders (with current leadership in place) and Myrtle Hill Farm. Unfortunately, the current RBR Board is not open to appropriate oversight and Myrtle Hill Farm has not been either transparent or obviously compliant with things such as licensing and the viability of their business model. I think that an alternative operator such as Ride On, along with new leadership for Rose Bowl Riders (a historic club which should not be dissolved) is the only way for the City to go that would avoid a public outcry and further investigations into the animal welfare and other questionable practices on site.

Myrtle Hill Farms should be asked to leave the property (is is my understanding that the Board has asked for this in the past but Myrtle Hill Farm did not comply) because it seems that they do not fulfill their contractual obligations to RBR and the mother of one of their owners, Bonnie Hedrick, appears to dominate the current RBR Board. This is an undeniable, and unmitigated conflict of interest.

I feel that Greg Hedrick and KT Ginzton are trying to utilize this public property and the new 501(c)(3) that RBR and MHF are creating to profit off of both RBR's membership and the city property that taxpayers such as myself have been excluded from because we question their practices (my status as a Pasadena taxpayer should allow me access). This is not acceptable and there are numerous connected and experienced business people who are willing to help Ride On manage the boarding operation and more open access to the site for local equestrians and equine professionals.

I am a member of the US Equestrian Federation and a PATH Intl. certified therapeutic riding instructor. These qualifications, along with being a Licensed Clinical Social Worker hold me to the highest of standards regarding my interaction with equines and students.

Greg Hedrick does not comply with Safe Sport standards but still teaches young people riding lessons on City property. I have personally heard him bullying riders during lessons.

4953268 - GREG HEDRICK

Location	USEF Status	SafeSport
CA	Current: INACTIVE	Safe Sport Training
	SafeSport	Expired: 02/12/2022
	Safe Sport Training	
	Expired: 02/12/2022	

On Fri, May 22, 2026 at 7:28 PM Cornelia Seiffert <cornelia.seiffert@gmail.com> wrote:

> Hi Enrique,
> Thank you so much for taking the time to speak to me today. Attached is the letter I received from USEF after I shared several videos with them depicting what I consider to be equine welfare issues on site. Hoping for a future for the Pasadena Equestrian Center with more accessibility, oversight, and transparency.
> Have a fantastic holiday weekend!
> Cornelia
>
> On Thu, May 21, 2026 at 6:48 PM equestrianctrRFP <equestrianctrRFP@cityofpasadena.net> wrote:
>
> > Ms. Seiffert,
> >
> > Appreciate the response. I don't want to impose on your family time. It's not urgent. We can find time next week or whenever you are back in town.
> >
> > Have a great weekend!
> >
> > Enrique
> >
> > ---
> >
> > **From:** Cornelia Seiffert <cornelia.seiffert@gmail.com>

Sent: Thursday, May 21, 2026 11:41 AM
To: equestrianctrRFP <equestrianctrRFP@cityofpasadena.net>
Cc: Panossian, Koko <kpanossian@cityofpasadena.net>
Subject: Re: Bids for equestrian center operations

[⚠] **CAUTION:** This email was delivered from the Internet. Do not click links or open attachments unless you ***know*** the content is safe. Report phish using the Phish Alert Button. For more information about the Phish Alert Button view article "KB0011474" on the DoIT portal.

Hi there, I am currently traveling to visit my elderly mother in Arizona but can speak Friday. My cell is 626.437.9273. What time is best for you?
Thank you,
Cornelia

On Thu, May 21, 2026 at 10:31 AM equestrianctrRFP <equestrianctrRFP@cityofpasadena.net> wrote:

> Good Morning Ms. Sieffert,
>
> I am happy to speak with you. Please let me know if you have some time Friday, tomorrow. Share your number, and we can connect then.
>
> What do you think?
>
> Enrique
>
> ---
>
> **From:** Cornelia Seiffert <cornelia.seiffert@gmail.com>
> **Sent:** Thursday, May 14, 2026 6:16 AM
> **To:** equestrianctrRFP <equestrianctrRFP@cityofpasadena.net>
> **Cc:** Panossian, Koko <kpanossian@cityofpasadena.net>
> **Subject:** Re: Bids for equestrian center operations
>
> [⚠] **CAUTION:** This email was delivered from the Internet. Do not click links or open attachments unless you ***know*** the content is safe. Report phish using the Phish Alert Button. For more information about the Phish Alert Button view article "KB0011474" on the DoIT portal.
>
> Thank you, I have a group of seasoned equestrians and professionals who are potentially interested in putting a bid together after forming a non-profit organization and raising the necessary capital which would obviously take some time. I am aware that the current Board of Directors has told members that the City has asked that Rose Bowl Riders and Myrtle Hill Farms collaborate as a commercial enterprise to run the Pasadena Equestrian Center. In addition, they have sent an email to members stating that any other trainers on the property must be approved by the Board. To be clear, the current Board and Myrtle Hill Farms excludes other trainers from the property due to the

unmitigated conflict of interest in the Board with Greg Hedrick's mother influencing the involvement of other trainers and professionals.
Sent from my iPhone

> On May 13, 2026, at 8:53 PM, equestrianctrRFP <equestrianctrRFP@cityofpasadena.net> wrote:
>
> Hi Ms. Siefert,
>
> Appreciate your interest in this project. We don't have a timeline at this time. Understanding that this is an important decision, we will move forward as quickly as possible.
>
> City of Pasadena
>
> ---
>
> **From:** Cornelia Seiffert <cornelia.seiffert@gmail.com>
> **Sent:** Wednesday, May 13, 2026 11:23 AM
> **To:** equestrianctrRFP <equestrianctrRFP@cityofpasadena.net>
> **Cc:** Panossian, Koko <kpanossian@cityofpasadena.net>
> **Subject:** Re: Bids for equestrian center operations
>
> You don't often get email from cornelia.seiffert@gmail.com. Learn why this is important
>
> [⚠] **CAUTION:** This email was delivered from the Internet. Do not click links or open attachments unless you ***know*** the content is safe. Report phish using the Phish Alert Button. For more information about the Phish Alert Button view article "KB0011474" on the DoIT portal.
>
> Thank you, is there a timeline for awarding the bid or re-issuing the RFP?
> Sent from my iPhone
>
> > On May 13, 2026, at 11:02 AM, equestrianctrRFP <equestrianctrRFP@cityofpasadena.net> wrote:
> >
> > Hello Ms. Seiffert,
> >
> > Thank you for your email. Officially, a contract has not been awarded as such the information is unavailable to the public. This approach is consistent with the Public Records Act (PRA) and supported by the City Attorney.

After the contract award, then the information is subject to PRA.

City of Pasadena

From: Cornelia Seiffert <cornelia.seiffert@gmail.com>
Sent: Wednesday, May 13, 2026 10:23 AM
To: equestrianctrRFP <equestrianctrRFP@cityofpasadena.net>
Subject: Bids for equestrian center operations

You don't often get email from cornelia.seiffert@gmail.com. Learn why this is important

[⚠] **CAUTION:** This email was delivered from the Internet. Do not click links or open attachments unless you ***know*** the content is safe. Report phish using the Phish Alert Button. For more information about the Phish Alert Button view article "KB0011474" on the DoIT portal.

To whom it may concern:
I understand that the bids for the Pasadena Equestrian Center operations are unsealed and therefore open to public inspection. How do I get access to these documents?
Thank you,
Cornelia Seiffert

McMillan, Acquanette (Netta)

From: Taryn Simone
Sent: Tuesday, September 29, 2026 3:42 PM
To: PublicComment-AutoResponse
Subject: Thank you to the City of Pasadena

[Some people who received this message don't often get email from n why this is important at https://aka.ms/LearnAboutSenderIdentification]

[⚠] CAUTION: This email was delivered from the Internet. Do not click links or open attachments unless you know the content is safe. Report phish using the Phish Alert Button (PAB). For more information about the PAB view article "KB0011474" on the DoIT portal.

Dear Pasadena City Council,

I have been a member of Rose Bowl Riders for many years and was a boarder there until recently.

Thank you for your time and for considering the recent decision to ask Myrtle Hill Farms and related groups, whose approach does not match the original Rose Bowl Riders club's vision and standards, to leave the city property in Hahamonga Park.

I know you have received many documents supporting the preservation of the original Rose Bowl Riders, the club I joined 20 years ago. Back then, the club followed the city's vision. Lessons were affordable, riding styles varied, and it was a welcoming, enjoyable place for everyone.

I hope that when Pasadena decides on the property's future, you will consider restoring it to its original purpose. I believe a group of dedicated, ethical people can ensure city standards and community needs are met.

Horses have always brought people together. For many years, Rose Bowl Riders has been a strong, positive community.

Thank you for your time,

Taryn Simone

McMillan, Acquanette (Netta)

From: cityclerk
Sent: Tuesday, October 13, 2026 7:51 AM
To: Iraheta, Alba; Jomsky, Mark; Robles, Sandra; Sabha, Tamer; McMillan, Acquanette (Netta); Soo, Christine
Subject: FW: Rose Bowl Riders

From: Greg Hedrick <myrtlehillfarm1@yahoo.com>
Sent: Tuesday, October 13, 2026 7:50:47 AM (UTC-08:00) Pacific Time (US & Canada)
To: Hernandez, Jeffrey <jehernandez@cityofpasadena.net>; Arroyo, Enrique <earroyo@cityofpasadena.net>; Panossian, Koko <kpanossian@cityofpasadena.net>; crimeandsafety@scng.com <crimeandsafety@scng.com>; news.star-news@sgvn.com <news.star-news@sgvn.com>; sgowen@scgn.com <sgowen@scgn.com>; Gordo, Victor <vgordo@cityofpasadena.net>; Hampton, Tyron <thampton@cityofpasadena.net>; Cole, Rick <rcole@cityofpasadena.net>; Masuda, Gene <gmasuda@cityofpasadena.net>; Rivas, Jessica <jrivas@cityofpasadena.net>; Madison, Steve <smadison@cityofpasadena.net>; Lyon, Jason <jlyon@cityofpasadena.net>; Jones, Justin <jjones@cityofpasadena.net>; cityclerk <cityclerk@cityofpasadena.net>; Derderian, Lisa <lderderian@cityofpasadena.net>; Hawkesworth, Matthew <mhawkesworth@cityofpasadena.net>; Rose Bowl Riders <rosebowlriders@gmail.com>
Subject: Re: Rose Bowl Riders

You don't often get email from myrtlehillfarm1@yahoo.com. Learn why this is important

[⚠] **CAUTION:** This email was delivered from the Internet. Do not click links or open attachments unless you ***know*** the content is safe. Report phish using the Phish Alert Button (PAB). For more information about the PAB view article "KB0011474" on the DoIT portal.

Dear City Attorney and Public Records Officer:

This correspondence constitutes a **formal demand for expedited production of public records, notice of anticipated litigation, and demand for preservation of evidence** concerning the City of Pasadena's termination of Rose Bowl Riders (RBR).

On October 8, 2026, the City acknowledged receipt of California Public Records Act Request No. **0047452**, seeking documentary evidence and legal justification supporting its decision to terminate RBR's tenancy at the Pasadena Equestrian Center.

The City's response was an automated acknowledgment stating that it would research the request.

That acknowledgment produced no records, identified no responsible official, provided no production schedule, and supplied no documentary evidence supporting the City's termination allegations.

Meanwhile, Pasadena's termination notice continues to impose a deadline upon an 80-year-old nonprofit organization.

The City has placed RBR under a deadline while retaining control of the documents necessary to evaluate and potentially challenge that deadline. This imbalance demands immediate corrective action.

I. THE CITY'S DISCLOSURE OBLIGATIONS ARE NOT OPTIONAL

The California Public Records Act, Government Code § 7920.000 et seq., imposes enforceable obligations upon public agencies.

Government Code § 7922.530 requires reasonably identifiable, nonexempt public records to be made promptly available.

Government Code § 7922.535 generally requires the City to determine within 10 calendar days whether a request seeks disclosable records, subject only to a properly justified statutory extension.

The City must also comply with the applicable requirements governing production, exemptions, and disclosure determinations.

The statutory response period is not a blanket authorization to postpone the release of records already identified, reviewed, and available for disclosure.

RBR therefore demands immediate electronic production of all presently available responsive, nonexempt documents and rolling production of additional records as they become available.

The City is expressly requested not to delay disclosure of readily available records merely because other portions of the request require further searching or review.

II. PASADENA CREATED THE URGENCY — PASADENA MUST ADDRESS IT

The City has chosen to terminate the tenancy of an organization that has served Pasadena for eight decades.

Its decision threatens to disrupt equestrian programs, horse boarding, employment, and the continued operation of the Pasadena Equestrian Center.

RBR further maintains ownership interests in substantial infrastructure and improvements at the facility, interests it asserts were previously acknowledged in City lease and procurement documents.

The requested records are therefore directly relevant to potential contractual, property, and administrative disputes.

The City cannot reasonably insist upon an accelerated departure while declining to prioritize disclosure of the records upon which its own decision was based.

The termination deadline does not automatically shorten CPRA statutory deadlines. Nevertheless, it creates a compelling practical basis for expedited processing, immediate voluntary disclosure, and a mutually agreed extension of the termination period.

III. PRODUCE THE DOCUMENTARY EVIDENCE SUPPORTING THE TERMINATION

RBR specifically demands immediate production, to the extent responsive and nonexempt, of:

1. Every maintenance report, inspection, photograph, written complaint, and documented deficiency relied upon to support the termination.

2. All records concerning alleged damage to City property, including the identity of the alleged damage, inspection dates, repair estimates, and supporting evidence.
3. All insurance-related findings, notices, correspondence, and compliance records relevant to the City's allegations.
4. All nonprivileged staff reports, recommendations, and communications concerning the decision to terminate RBR.
5. Records reflecting the authorization, approval, and chronology of the termination decision.
6. All nonexempt communications with third parties concerning RBR's termination, possible replacement operators, or future use of the property.
7. Existing records concerning ownership, valuation, and disposition of improvements and infrastructure.
8. Nonexempt records concerning the September 8, 2026 City Council proceedings and subsequent termination correspondence.

If the City possesses documents substantiating its allegations, RBR demands their immediate release to the extent they are disclosable.

If no responsive records exist for a particular category, the City is requested to state that fact in writing after a reasonable search.

If records are withheld, the City must identify the applicable legal grounds for withholding and release reasonably segregable nonexempt portions.

These priorities do not narrow the original request.

IV. THE CITY IS NOW ON EXPRESS NOTICE TO PRESERVE EVIDENCE

The City is hereby placed on formal notice of reasonably anticipated litigation concerning its termination decision, related property rights, and potential public-records disputes.

Accordingly, RBR demands preservation of relevant records, including:

- Emails, text messages, electronic attachments, and internal communications.
- Inspection reports, photographs, maintenance records, and facility assessments.
- Communications involving elected officials, City employees, consultants, and prospective replacement operators.
- Drafts, revisions, and distribution records relating to termination notices and supporting reports.
- Relevant records of meetings, recommendations, approvals, and decisions.

The City should promptly implement appropriate preservation measures, including suspension of routine deletion practices where necessary.

Any destruction or alteration of relevant evidence after receipt of this notice may become a material issue in subsequent litigation.

V. DEMAND FOR IMMEDIATE ACTION AND WRITTEN RESPONSE WITHIN 24 HOURS

RBR demands that the City:

First: Immediately produce all responsive, nonexempt records presently available for disclosure.

Second: Within 24 hours, identify the City official responsible for Request No. 0047452 and provide a written production schedule.

Third: Confirm that additional responsive records will be produced on a rolling basis as they become available.

Fourth: Identify the specific records or categories requiring additional review and provide a lawful explanation for any proposed withholding.

Fifth: Confirm preservation of all records potentially relevant to the termination and related disputes.

Sixth: Agree to suspend or extend the termination deadline pending meaningful disclosure, review, and good-faith discussions with RBR.

The requested 24-hour response is an expedited demand arising from the circumstances. It does not purport to replace or shorten statutory CPRA deadlines.

VI. NOTICE OF POTENTIAL JUDICIAL ENFORCEMENT

If Pasadena fails to satisfy its statutory obligations, RBR reserves the right to seek judicial relief pursuant to Government Code § 7923.000 et seq., including an order compelling disclosure of unlawfully withheld public records.

RBR also reserves the right to seek any independently available contractual, property-related, declaratory, or injunctive relief arising from the termination.

The City should understand that its response to these records requests, including any unsupported withholding or unlawful delay, may become part of the evidentiary record in subsequent proceedings.

RBR will not treat an automated receipt as a substitute for compliance with California law.

VII. FINAL NOTICE

For eighty years, Rose Bowl Riders has provided equestrian services to the Pasadena community.

The City has now issued a notice threatening the organization's continued occupancy, yet the records requested to scrutinize the factual and legal basis for that decision have not been produced.

Pasadena cannot demand urgency from RBR while refusing to demonstrate comparable urgency in providing the documentary record supporting its own actions.

If the City believes its decision is justified, it should promptly disclose the nonexempt evidence upon which it relies.

If the City requires additional time to produce that evidence, it should agree to extend the termination deadline rather than insist upon RBR's departure before the relevant records can be meaningfully evaluated.

RBR demands disclosure, a definite production schedule, preservation of evidence, and a substantive written response.

This is no longer merely a request for administrative courtesy. It is formal notice that RBR is evaluating the legal remedies available to protect its interests.

The City has established its deadline. RBR now demands that the City account for its decision and fulfill its disclosure obligations.

All rights, claims, defenses, and remedies are expressly reserved.

Sincerely,

Katherine Ginzton
Operations Manager, Rose Bowl Riders
Owner, Myrtle Hill Farm

California Public Records Act Request No. 0047452
Related Request No. 0047494

Sent from my iPhone

On Oct 12, 2026, at 8:32 AM, Greg Hedrick <myrtlehillfarm1@yahoo.com> wrote:

Dear Mayor Gordo, Members of the City Council, and City Attorney:

This correspondence constitutes a formal addendum to our previous notices concerning the City's termination of Rose Bowl Riders (RBR), the disputed legal basis for that termination, the ownership of substantial equestrian infrastructure, and the City's handling of public records.

Newly reviewed correspondence raises serious questions concerning the impartiality, integrity, and administration of the City's process for determining the future operator of the Pasadena Equestrian Center.

The attached five-page email chain, dated May 13 through June 3, 2026, documents communications between Cornelia Seiffert and personnel using the City's official Equestrian Center RFP email account. The correspondence also identifies Koko

Panossian and Jeffrey Hernandez as recipients of communications concerning the matter.

These records are particularly significant because Ms. Seiffert simultaneously expressed interest in organizing a prospective competing bid, advocated for an alternative operator, and communicated allegations against RBR and Myrtle Hill Farm.

The issue is not whether a resident may criticize RBR or express interest in competing for a City contract. Both are legitimate activities. The issue is whether City personnel maintained a fair and consistently administered procurement process while receiving such communications—and whether those communications subsequently influenced the termination of the existing operator.

I. THE DOCUMENTARY EVIDENCE

The attached correspondence establishes the following chronology.

May 13, 2026 — Inquiry Concerning Competing Proposals

Ms. Seiffert contacted the City's Equestrian Center RFP account requesting access to bids for operation of the facility.

The City responded that a contract had not been awarded and that the requested information was unavailable to the public, describing that position as consistent with the Public Records Act and supported by the City Attorney.

Ms. Seiffert subsequently asked about the anticipated award or reissuance of the RFP.

The City responded that no timeline had been established.

These exchanges demonstrate that City personnel understood the correspondence to concern an active or prospective operator-selection process.

May 14, 2026 — Expression of Interest in a Competing Bid

Ms. Seiffert informed the City that she had a group of experienced equestrians and professionals potentially interested in forming a nonprofit organization, raising capital, and submitting a bid.

She simultaneously criticized RBR's existing leadership and Myrtle Hill Farm, alleging exclusion of other trainers and conflicts of interest.

This is a material distinction.

The City was not merely receiving commentary from a member of the public. It was receiving advocacy from an individual who had expressly identified a potential interest in competing for operation of the facility.

May 21–22, 2026 — Direct Communication With City Personnel

On May 21, the City's RFP account offered to arrange a telephone conversation with Ms. Seiffert.

Later that day, Ms. Seiffert indicated that she was available to speak on Friday.

On May 22, Ms. Seiffert thanked Enrique for speaking with her that day and stated that she had provided material to the United States Equestrian Federation concerning what she considered animal-welfare issues.

The documents therefore support that a conversation occurred, although they do not establish its full content.

June 2, 2026 — Advocacy for an Alternative Operator and Removal of Myrtle Hill Farm

Ms. Seiffert again contacted Enrique and urged the City to consider an alternative to RBR's current leadership and Myrtle Hill Farm.

She specifically suggested Ride On as an alternative operator, alleged deficiencies in oversight and compliance, and advocated for Myrtle Hill Farm's removal.

She also referred to individuals who she believed could assist Ride On in managing boarding operations.

These were Ms. Seiffert's allegations and proposals. Their truth is not established by their inclusion in the email.

June 3, 2026 — Internal Distribution to Senior City Personnel

The City's RFP account forwarded Ms. Seiffert's June 2 correspondence to Koko Panossian and Jeffrey Hernandez, with the message:

"FYI….."

The forwarding email was signed Enrique.

This establishes that advocacy favoring an alternative operator and criticizing the incumbent was circulated internally to additional City personnel.

It does not establish that those officials agreed with the allegations or relied upon them. That is precisely why the City must disclose the subsequent decision-making record.

II. THE CITY MUST EXPLAIN WHETHER THE PROCUREMENT PROCESS WAS IMPARTIAL

Public procurement requires more than the appearance of an open competition.

Where applicable procurement rules, solicitation terms, or City policies require equal treatment, consistent access to information, or restricted communications, those requirements must be applied uniformly.

The attached correspondence raises questions about whether prospective bidders and the existing operator were afforded equivalent opportunities to communicate with City decision-makers.

RBR requests identification of all applicable procurement rules and communication protocols, including whether interested parties were permitted to discuss the merits of competing operators privately with City personnel.

If the City provided a potential competitor with individualized access to personnel involved in evaluating the future of the facility, the City must explain whether comparable access was available to other interested parties and how those communications were documented.

A private conversation is not inherently unlawful. Nor is receiving criticism of an incumbent.

However, **undocumented or inconsistently managed bidder communications can compromise the defensibility of a procurement when they affect evaluations, access to information, or the treatment of competing proposals.**

III. THE CONNECTION TO RBR'S TERMINATION REQUIRES INDEPENDENT INVESTIGATION

The timing and substance of these communications are relevant to the City's subsequent decision to terminate RBR's tenancy.

The record now reflects that City personnel received allegations concerning RBR, proposals for alternative management, and requests to remove Myrtle Hill Farm months before the termination notice.

The City must determine whether those allegations or proposals were considered in connection with termination.

Specifically:

- Were Ms. Seiffert's allegations investigated or independently verified?
- Were they incorporated into staff reports, recommendations, or communications with decision-makers?
- Did City personnel discuss replacing RBR or Myrtle Hill Farm with Ride On or another operator?
- Were RBR representatives given an opportunity to respond to factual allegations if those allegations were relied upon?
- Did any City employee involved in the communications subsequently participate in preparing or recommending termination?

- Were any prospective bidders given nonpublic information or procedural advantages?

If the termination was influenced by unverified allegations or a predetermined preference for a successor operator, those facts could materially affect the evaluation of the City's contractual conduct, the credibility of its stated rationale, and any claim that the decision-making process was impartial.

The correspondence does not yet prove that outcome. It establishes a factual basis for demanding an explanation and the underlying records.

IV. POTENTIAL LEGAL THEORIES AND CONSEQUENCES

A. Breach of Contract and the Implied Covenant of Good Faith and Fair Dealing

If the City's conduct violated enforceable provisions of RBR's governing agreements, RBR may pursue contract remedies.

Evidence that officials sought to favor a successor operator could become relevant to the City's conduct, particularly if the lease imposed obligations that the City failed to honor.

However, a preference for another operator would not independently invalidate an otherwise lawful termination right.

B. Procurement Rules, Equal Treatment, and Administrative Fairness

If Pasadena's municipal procurement rules or the governing RFP prohibited unequal bidder access, unauthorized communications, or undisclosed evaluation criteria, a violation could support an appropriate administrative or judicial challenge.

RBR demands disclosure of the actual rules applicable to the 2026 communications.

The City should not be permitted to rely upon general assurances of fairness where the underlying communications and evaluation records can be examined.

C. California Public Records Act

The May–June correspondence identifies additional categories of records potentially responsive to RBR's existing requests.

RBR requests all nonexempt communications concerning Ms. Seiffert, prospective competing operators, Ride On, RBR, Myrtle Hill Farm, and the City's decision concerning the facility.

This includes available records of the May 22 conversation, subsequent internal discussions, and communications involving the officials to whom the June 3 email was forwarded.

D. Injunctive and Declaratory Relief

If evidence establishes an enforceable legal right that is threatened by termination or successor implementation, RBR may seek declaratory relief under Code of Civil Procedure § 1060 and appropriate injunctive relief under § 526.

An injunction is not automatic, and litigation alone does not prohibit a new RFP.

Nevertheless, a court order protecting possession or disputed infrastructure could materially restrict the City's ability to implement a successor operating agreement.

V. HOW THESE COMMUNICATIONS COULD ADVERSELY AFFECT A FUTURE RFP

The City should be concerned not only about whether the prior process was fair, but also whether prospective operators will trust the next one.

A qualified applicant considering operation of the Pasadena Equestrian Center would reasonably evaluate the consistency of the City's procurement procedures, the reliability of information provided, the legal status of the facility, and the likelihood of litigation.

If City personnel are perceived as privately entertaining advocacy from prospective competitors while the incumbent's future is being determined, serious applicants may question whether the process is genuinely open.

That perception could have several consequences.

Reduced participation. Qualified organizations may decline to incur legal, financial, and consulting expenses preparing proposals if they lack confidence that published criteria will determine the award.

Increased bid costs. Applicants may need additional legal review and due diligence to assess the City's handling of communications, disputed infrastructure, and potential litigation.

Conditional proposals. Sophisticated applicants may condition their offers on clear title or rights to improvements, uncontested possession, litigation resolution, or indemnification.

Higher operating costs. Applicants may price legal uncertainty, infrastructure replacement, delayed access, and transition risk into their proposals.

Potential challenges to an award. If the City fails to follow binding procurement rules or offers property rights it cannot lawfully deliver, a successor award may become subject to judicial challenge.

Damage to procurement credibility. The City's ability to attract experienced operators may suffer if applicants believe decisions are influenced by undisclosed advocacy rather than published evaluation criteria.

These are foreseeable risks, not proof that any applicant has already withdrawn or that a future RFP would necessarily fail.

A City seeking qualified, financially capable, long-term operators must demonstrate that its selection process is transparent, impartial, and governed by objective criteria.

VI. THE CITY'S ABILITY TO IMPLEMENT A SUCCESSOR AGREEMENT MAY BE RESTRICTED

The procurement concerns are compounded by the existing dispute over RBR-owned infrastructure.

RBR maintains that the City has acknowledged ownership of substantial improvements in prior leases and RFP documentation.

The City must establish which improvements it can lawfully make available to a successor operator.

If litigation establishes RBR's ownership and a threatened violation of its rights, RBR may seek relief preventing unauthorized transfer, alteration, removal, or use of those improvements.

Such an order could affect the practical implementation of a successor agreement, even if the City remains free to publish an RFP.

The City cannot eliminate contractual or property disputes simply by awarding operation of the facility to a third party.

Nor should it make commitments to prospective bidders without adequately identifying disputed property interests and litigation risks.

VII. INDEPENDENT REVIEW IS NECESSARY TO RESTORE CONFIDENCE

The City should not assign sole responsibility for reviewing these communications to the same personnel whose conduct is being examined.

RBR requests an independent assessment by the City Attorney or appropriately independent outside counsel of:

1. The applicable procurement and communication rules.
2. The May 22 conversation and any related notes or follow-up communications.
3. Whether Ms. Seiffert or any associated prospective operator received preferential information or access.
4. Whether comparable opportunities were provided to RBR and other interested applicants.

5. Whether the allegations against RBR were verified before any official reliance upon them.
6. Whether the June 3 forwarded correspondence influenced termination recommendations or future procurement planning.
7. Whether any actual financial or organizational conflict requiring disclosure or recusal existed.
8. Whether personnel involved in the disputed communications should participate in a future RFP evaluation.

The appearance of possible partiality is sufficient to justify an independent review. A legal finding of improper favoritism would require additional evidence.

VIII. FORMAL DEMANDS AND PRESERVATION NOTICE

RBR requests that the City:

1. Preserve the complete May–June email chain in native electronic form, including available attachments and metadata.
2. Preserve records of communications with Ms. Seiffert, Ride On, and any other prospective operator concerning the Pasadena Equestrian Center.
3. Produce all nonexempt records of the May 22 telephone conversation and any subsequent discussions.
4. Identify the City personnel responsible for evaluating potential operators and recommending termination.
5. Disclose the procurement rules, evaluation criteria, bidder-contact policies, and conflict-of-interest procedures applicable during the relevant period.
6. State whether Ms. Seiffert's allegations were relied upon in recommending or approving termination.
7. Explain whether any future RFP will be administered by personnel independent of the communications under review.
8. Agree to a written standstill on termination enforcement and successor implementation while the parties evaluate the contractual and property issues.
9. Preserve all records concerning the previous unsuccessful RFP and any contemplated successor procurement.
10. Provide a substantive written response concerning the proposed independent review and standstill within five business days.

These records requests supplement CPRA Request No. 0047452. Applicable statutory deadlines remain unchanged.

IX. FINAL NOTICE TO THE CITY COUNCIL

The City cannot credibly ask the public or prospective operators to trust the integrity of its next RFP while leaving substantial questions about the administration of the previous process unanswered.

The attached communications do not, standing alone, prove unlawful favoritism, a predetermined termination, or an improper agreement with a prospective competitor.

They do establish that City personnel received direct advocacy from an individual interested in a competing operating arrangement, engaged in a telephone conversation with that individual, and forwarded her allegations and proposals to additional officials.

Those facts warrant examination.

The City Council must now determine whether Pasadena's decisions concerning an 80-year-old nonprofit were based upon documented contractual grounds and consistently administered procedures—or whether outside advocacy was allowed to influence a process that should have been conducted impartially.

Failure to address these questions may expose the City to additional litigation, procurement uncertainty, increased operating costs, and diminished confidence among the qualified organizations it may later seek to attract.

RBR requests that the Mayor and Council direct an independent review, require preservation and production of relevant records, and reconsider proceeding with termination or successor implementation before these matters are adequately addressed.

RBR expressly reserves all rights, claims, defenses, and remedies. Nothing in this addendum constitutes a waiver of any statutory or contractual deadline.

Sincerely,

Katherine Ginzton
Operations Manager, Rose Bowl Riders
Owner, Myrtle Hill Farm

Reference: CPRA Request No. 0047452

Attachment A: May 13–June 3, 2026, email correspondence between Cornelia Seiffert and the City of Pasadena Equestrian Center RFP account, including the June 3 internal forwarding email to Koko Panossian and Jeffrey Hernandez.

<Enrique and C Sieffert talking during RFP process May-June 2026.pdf>

Sent from my iPhone

On Oct 10, 2026, at 12:09 PM, Greg Hedrick <myrtlehillfarm1@yahoo.com> wrote:

Dear City Attorney:

This constitutes my fourth formal communication within 72 hours concerning the City of Pasadena's termination of Rose Bowl Riders (RBR), Pasadena's fifth-oldest nonprofit organization.

Seventy-two hours have now passed without a substantive response to our demands for the documentary evidence and legal justification supporting the termination.

Although the City has issued an administrative acknowledgment assigning Public Records Request No. **0047452**, no responsible official has identified the evidence supporting the City's decision, addressed the factual discrepancies previously raised, or agreed to expedited production.

This latest failure to communicate follows a recurring pattern of unanswered correspondence, unsuccessful requests for meetings, and administrative delays affecting RBR's continued operation.

The City has imposed a termination deadline upon RBR while retaining control over the records necessary for RBR and its legal counsel to evaluate and challenge that decision.

The City Attorney is hereby placed on formal notice of the legal obligations and foreseeable prejudice arising from this situation.

I. REPEATED NONRESPONSE

JEFFREY HERNANDEZ

During the preceding 30 days, RBR's President has repeatedly emailed Jeffrey Hernandez requesting a meeting and clarification concerning RBR's future at the Pasadena Equestrian Center.

The President has also placed multiple telephone calls.

Based upon RBR's records, these repeated emails and telephone calls to Jeffrey Hernandez have received no substantive response.

Instead, the City issued its termination notice.

The documented sequence raises legitimate questions regarding whether RBR's repeated attempts to obtain a meeting were considered in connection with the City's decision to terminate its tenancy.

While chronology alone does not establish retaliation, it provides a sufficient basis to demand existing records concerning the timing of the decision and the handling of RBR's communications.

Accordingly, RBR requests all nonexempt emails, telephone logs, calendar entries, memoranda, meeting notes, and internal communications concerning these requests and the subsequent termination.

II. STATUTORY RIGHT TO ACCESS PUBLIC RECORDS

The City Attorney is specifically directed to the following provisions of California law.

Government Code 7922.500 Prohibition Against Delay or Obstruction

The California Public Records Act expressly provides that nothing in the Act permits a public agency to delay or obstruct the inspection or copying of public records.

RBR requests that the City evaluate its handling of Request No. 0047452 in light of this prohibition.

Government Code 7922.525 Right to Inspect Public Records

Public records are generally open to inspection during agency office hours, subject to applicable exemptions. Reasonably segregable nonexempt portions must be made available.

RBR therefore requests immediate inspection access to readily identifiable, nonexempt records relating to the termination.

Government Code 7922.530 Prompt Production of Records

This section requires public agencies to make reasonably identified, nonexempt records promptly available upon request, subject to applicable duplication fees.

The City must not treat the statutory period for making an initial disclosure determination as an automatic justification for delaying production of records that are ready for release.

Government Code 7922.535 Mandatory Determination and Response Deadlines

The City generally must determine within 10 calendar days whether the request seeks disclosable records and notify the requester of its determination and reasons.

If records are disclosable, the City must provide an estimated date and time when they will be available.

Any extension must comply with the statute's requirements concerning unusual circumstances, written notice, and the applicable maximum extension.

Government Code 7922.000 and 7922.540 Burden of Justifying Withholding and Written Denials

The City bears the burden of justifying withheld records under applicable law.

Any denial, in whole or in part, must comply with the statutory requirements for written notice, including identification of the responsible officials.

Government Code 7922.570 Electronic Records

Nonexempt public records maintained electronically must be made available electronically upon request, subject to the statute's conditions.

RBR expressly requests electronic production of responsive emails, correspondence, reports, spreadsheets, memoranda, and other electronically maintained records in formats authorized by this section.

Government Code 7922.600 Duty to Assist Requesters

The City must provide reasonable assistance in identifying responsive records, explaining where relevant records are maintained, and suggesting ways to overcome practical obstacles to disclosure.

If the City believes clarification is necessary, it should identify the specific issue promptly rather than allow avoidable uncertainty to delay processing.

III. CITY-CREATED PREJUDICE AND DEMAND FOR EXPEDITED DISCLOSURE

The City has imposed a fixed termination deadline affecting RBR's possession, operations, members, horses, contractual relationships, and substantial infrastructure.

Meanwhile, the City retains records directly relevant to whether the termination was factually supported, contractually authorized, and procedurally proper.

Every day of unnecessary delay diminishes the time available for RBR's attorneys to review the evidence, assess potential claims,

and determine whether judicial intervention is necessary before the termination becomes effective.

RBR therefore demands the following voluntary expedited timetable:

1. **Within 24 hours:** Written identification of the official supervising Request No. 0047452 and confirmation of whether expedited handling has been approved.
2. **Within three business days:** Initial production of readily available, nonexempt records supporting the City's termination allegations.
3. **On a rolling basis:** Production of additional nonexempt responsive records as they become available.
4. **Promptly:** A written schedule identifying the anticipated dates for remaining production.
5. **Within 24 hours:** A written response concerning the requested termination extension or standstill agreement.

These accelerated deadlines are requested in light of the termination's urgency; they do not replace the statutory CPRA timetable.

IV. PRIORITY RECORDS SUBJECT TO DISCLOSURE

RBR reiterates its request for the following categories of existing records:

Maintenance and insurance: Inspection reports, deficiency notices, correspondence, insurance requirements, alleged violations, and records concerning opportunities to cure.

Public-benefit programming: Records identifying RBR's alleged contractual obligations, missed lessons, the City's Ride On purchase order, and related communications.

Termination decision: Staff recommendations, reports, memoranda, approvals, and communications reflecting the decision-making process.

Jeffrey Hernandez: Communications concerning the RBR President's repeated requests for meetings, including internal discussion of those requests and any relationship to the termination decision.

Barry Glockson: Communications involving Glockson and City officials concerning RBR's RFP, tenancy, or termination, including existing records of any conflict-of-interest or Brown Act compliance review.

October 6 agenda removal: Records concerning the removal of RBR from the Parks and Recreation agenda and the City's reference to "pending litigation."

RBR requests that all reasonably segregable nonexempt material be produced even where portions of a responsive record may be lawfully withheld.

V. DEMAND FOR WRITTEN STANDSTILL AGREEMENT

Because the City has imposed a termination deadline while controlling the requested records, RBR formally requests a written agreement to:

1. Extend the termination deadline for a reasonable period permitting disclosure and legal review.
2. Refrain from enforcing the termination or pursuing possession during that agreed period.
3. Preserve the parties' respective rights and positions.
4. Permit RBR's legal counsel a meaningful opportunity to evaluate the records and determine appropriate next steps.

No extension or tolling is assumed absent an express written agreement.

VI. PRESERVATION OF EVIDENCE

Litigation concerning RBR's termination is reasonably anticipated.

The City is therefore requested to preserve all potentially relevant evidence, including emails, text messages, call logs, calendar records, meeting notes, reports, drafts, electronic files, and communications involving Jeffrey Hernandez, Barry Glockson, the Mayor, Councilmembers, and City management.

The City should suspend routine deletion practices affecting relevant records and communicate appropriate preservation instructions to responsible personnel.

VII. STATUTORY ENFORCEMENT AND CONSEQUENCES OF NONCOMPLIANCE

Government Code 7923.000 and 7923.100 Judicial Enforcement

Where a requester alleges that a public agency has improperly withheld public records, California law provides procedures for seeking judicial relief in Superior Court.

RBR reserves the right to pursue such relief if the City fails to comply with its statutory obligations.

Government Code 7923.115 Attorney's Fees and Costs

A requester who prevails in qualifying CPRA litigation is entitled to reasonable attorney's fees and court costs under the statute.

If the City improperly withholds records or engages in legally actionable delay, RBR reserves the right to seek judicial enforcement and recover fees and costs where authorized.

RBR further reserves the right to seek appropriate injunctive, declaratory, or other relief concerning the termination where an independent legal basis exists.

Any demonstrated prejudice resulting from the City's handling of the records request may be presented in subsequent proceedings to the extent legally relevant.

VIII. FINAL DEMAND FOR IMMEDIATE RESPONSE

Seventy-two hours have passed without a substantive response. Based upon RBR's records, its President has also spent the preceding 30 days repeatedly attempting to communicate with Jeffrey Hernandez without receiving a substantive reply.

The City has nevertheless imposed a termination deadline without providing the requested evidentiary foundation for its decision.

I request that the City Attorney respond within 24 hours confirming:

1. Who is responsible for expedited processing of CPRA Request No. 0047452.
2. When the first responsive records will be produced.
3. Whether the City will agree to a written extension or standstill.
4. Whether relevant preservation instructions have been issued.
5. Whether the City Attorney will review the unanswered meeting requests and the timing of the termination.

The City cannot reasonably impose a deadline that threatens the continued existence of an 80-year-old Pasadena institution while allowing avoidable administrative delays to diminish the time available for meaningful legal review.

RBR expressly reserves all rights, claims, defenses, objections, and remedies. Nothing in this correspondence waives or extends any applicable deadline.

I expect your immediate written response.

Sincerely,

Katherine Ginzton
Operations Manager, Rose Bowl Riders
Owner, Myrtle Hill Farm

Sent from my iPhone

On Oct 9, 2026, at 12:09 PM, Greg Hedrick <myrtlehillfarm1@yahoo.com> wrote:

To the Mayor of Pasadena, Members of the City Council, City Manager, City Attorney, and Department of Parks, Recreation and Community Services:

This constitutes my third formal correspondence within 48 hours concerning the City of Pasadena's termination of Rose Bowl Riders (RBR), Pasadena's fifth-oldest nonprofit organization.

Forty-eight hours have passed without a single acknowledgment, substantive response, or identification of the evidence supporting the City's decision to terminate an institution that has served Pasadena for 80 years.

The City's continued silence is unacceptable from a standpoint of governmental transparency and public accountability, particularly given the substantial factual discrepancies, documented communications, and potential conflicts of interest that have now been brought to its attention.

I. FAILURE TO SUBSTANTIATE THE CITY'S TERMINATION ALLEGATIONS

The City's termination cites alleged deferred maintenance, failures to provide public-benefit riding lessons, and insurance deficiencies.

Despite repeated written demands, the City has failed to produce the contemporaneous inspection reports, notices of violation, correspondence, contractual provisions, or other records substantiating these allegations.

Of particular concern is the City's January 30, 2026 correspondence from Enrique Arroyo expressly confirming that the City had an existing purchase order with Ride On to provide riding lessons, with the Department intending to continue that arrangement through June 30, 2026.

The City has provided no explanation reconciling that arrangement with its subsequent allegations concerning RBR's failure to provide public-benefit programming.

The City must identify the specific contractual obligations allegedly breached, the dates of alleged nonperformance, and the evidence relied upon in reaching its decision.

II. DOCUMENTED COMMUNICATIONS INVOLVING PASADENA POLICE DEPARTMENT EMPLOYEE BARRY GLOCKSON

Newly presented documentary evidence raises serious concerns regarding the possibility of improper influence upon the City's decision-making process.

In March 2026, Pasadena Police Department employee Barry Glockson was notified that his stall privileges at RBR would be terminated following repeated delinquency in boarding and feed payments.

RBR's records establish that Glockson owed $2,370 as of March 2026. Although the outstanding balance was subsequently paid, the RBR Board maintained its decision to terminate his stall privileges.

On March 24, 2026, Glockson responded from his official City of Pasadena email account, stating:

"I was speaking with the mayor this week regarding your RFP…"

He further stated:

"I will be sure to share the news you've evicted a member of the city's mounted unit from city property…"

This communication is significant for several reasons.

First, Glockson expressly represented that he had been discussing RBR's RFP with the Mayor.

Second, he indicated his intention to introduce his personal dispute with RBR into those discussions.

Third, the correspondence originated from an official City email account and referenced Glockson's supervisory responsibilities involving City parks.

These facts warrant investigation into whether a City employee attempted to use his governmental position and access to an elected official to influence official action involving an organization with which he had a personal financial dispute.

The subsequent termination of RBR does not, by itself, establish a causal connection. Nevertheless, the City must disclose the relevant communications and determine whether this dispute influenced any recommendation, deliberation, or decision affecting RBR's tenancy.

III. POLITICAL EARWIGGING, POTENTIAL IMPROPER INFLUENCE, AND BROWN ACT CONCERNS

The March 24 correspondence also raises questions regarding what may be characterized as political earwigging: the use of private access to an elected official to advance a personal grievance concerning governmental business.

The City should investigate whether Glockson communicated allegations or recommendations concerning RBR to Mayor Victor Gordo, whether those communications were subsequently conveyed to other officials, and whether they influenced any City action.

The Ralph M. Brown Act, Government Code § 54950 et seq., including § 54952.2, restricts certain serial communications through which a majority of a legislative body discusses, deliberates, or takes action on public business outside an authorized meeting.

A private conversation between the Mayor and one employee does not independently establish a Brown Act violation. However, the City must determine whether that conversation became part of a prohibited serial discussion or other decision-making process inconsistent with applicable open-meeting requirements.

The following questions require examination:

1. What communications occurred between Glockson and Mayor Gordo concerning RBR, its RFP, or its tenancy?

2. Did Glockson raise his personal boarding dispute with the Mayor or other City officials?
3. Were any allegations, recommendations, or requests from Glockson transmitted to other Councilmembers or City decision-makers?
4. Did any such communications contribute to collective deliberation outside a properly noticed public meeting?
5. Did any official disclose or evaluate the potential conflict between Glockson's personal interests and his governmental position?
6. Were Glockson's communications considered in connection with the decision to terminate RBR?

The City cannot simply dismiss these questions as unrelated private matters when a City employee's own correspondence expressly connects his personal dispute to discussions concerning RBR's RFP with the Mayor.

IV. PUBLIC ACCOUNTABILITY AND THE MAYOR'S POLITICAL RESPONSIBILITIES

These issues also carry substantial implications for public confidence in the Mayor's administration and the City's decision-making process.

The Mayor's involvement in discussions concerning a longstanding nonprofit organization, particularly where a City employee has identified a personal dispute with that organization, warrants transparency and careful examination.

Any elected official pursuing higher public office in California remains accountable for the manner in which governmental authority is exercised, including the handling of potential conflicts of interest, open-government requirements, and the treatment of organizations operating on public property.

The public is entitled to determine whether decisions affecting an 80-year-old Pasadena institution were made through an impartial and properly documented governmental process, rather than influenced by private grievances or undisclosed communications.

RBR does not presume misconduct by the Mayor. It demands the records and explanations necessary to evaluate the facts.

V. FORMAL DEMAND FOR RECORDS AND WRITTEN RESPONSES

The City is hereby requested to:

1. Immediately acknowledge receipt of all three formal communications and identify the official responsible for responding.
2. Produce all nonexempt responsive records substantiating the termination allegations, including maintenance reports, inspection records, notices, insurance correspondence, and public-benefit programming records.
3. Identify the contractual provisions allegedly breached by RBR and explain the relationship between those obligations and the City's Ride On agreement.
4. Identify the factual and legal basis for removing RBR from the October 6 Parks and Recreation agenda under the designation of "pending litigation."
5. Produce all nonexempt responsive communications between Barry Glockson, Mayor Gordo, City Councilmembers, City management, and other City personnel concerning RBR, its RFP, boarding operations, tenancy, or termination.
6. Produce any existing records concerning conflict-of-interest reviews, ethics referrals, Brown Act compliance evaluations, or internal investigations involving these communications.
7. Identify the City personnel involved in recommending, reviewing, authorizing, or approving the termination and produce existing records reflecting their roles.
8. Confirm that potentially relevant records are being preserved.

VI. CALIFORNIA PUBLIC RECORDS ACT AND NOTICE TO PRESERVE EVIDENCE

This correspondence reiterates and supplements the prior formal requests under the California Public Records Act, Government Code § 7920.000 et seq.

The City is expected to comply with Government Code § 7922.535, including its statutory obligation to make a timely determination regarding disclosure, subject to any legally authorized extension.

The City is also formally requested to preserve all potentially relevant evidence, including emails, text messages, electronic communications, meeting notes, staff reports, internal memoranda, and correspondence involving City officials or third parties.

Given the disputed termination and reasonably anticipated litigation, the City should immediately suspend routine deletion or destruction of potentially relevant records and ensure that appropriate preservation instructions are communicated to all relevant custodians.

Any withholding of responsive records must be supported by an applicable legal exemption. If no responsive records exist following a reasonable search, the City should expressly state that determination.

VII. NOTICE OF POTENTIAL LEGAL ACTION AND RESERVATION OF RIGHTS

The combination of disputed termination allegations, unanswered requests for evidence, unexplained governmental actions, and documented communications involving a City employee with a personal dispute against RBR raises substantial questions concerning the factual foundation and integrity of the City's decision-making process.

These matters warrant prompt examination by the City Attorney and appropriate independent reviewers.

RBR expressly reserves all rights, claims, defenses, and remedies available under California law, including the right to challenge the termination, seek enforcement of public-records obligations, and pursue any other appropriate administrative or judicial relief.

Nothing in this correspondence constitutes a waiver of any applicable right, remedy, objection, or deadline.

VIII. FINAL REQUEST FOR IMMEDIATE ACKNOWLEDGMENT

The City has exercised its authority to terminate an organization that has served the Pasadena community for eight decades.

It must now account for the evidence, communications, and governmental process underlying that decision.

Forty-eight hours have passed. Three formal communications have been sent. Not one acknowledgment has been received.

The City is requested to immediately acknowledge this correspondence, identify the responsible official, and provide a written timetable for addressing the outstanding demands.

The City of Pasadena cannot reasonably demand accountability from its nonprofit tenants while declining to provide basic transparency concerning its own actions.

The public deserves answers. Rose Bowl Riders deserves a documented explanation. The City must account for its decision.

Sincerely,

Katherine Ginzton
Operations Manager, Rose Bowl Riders
Owner, Myrtle Hill Farm

<2025 - 2026 email chain Barry Glockson.pdf>

Sent from my iPhone

> On Oct 8, 2026, at 12:09 PM, Greg Hedrick <myrtlehillfarm1@yahoo.com> wrote:
>
> To the Pasadena Mayor, City Council, City Manager, City Attorney, and Department of Parks, Recreation and Community Services:
>
> I am following up on my prior correspondence demanding the documentary evidence and legal

justification supporting the City of Pasadena's termination of Rose Bowl Riders (RBR), Pasadena's fifth-oldest nonprofit organization.

The City's continued failure to acknowledge or substantively address these requests is deeply concerning, particularly given the significant factual discrepancies between the City's stated grounds for termination and its own written communications.

Of particular concern is the City's allegation that RBR failed to provide required public-benefit riding lessons during 2026.

On January 30, 2026, City employee Enrique Arroyo expressly confirmed in writing that the City had an existing purchase order with Ride On to provide riding lessons to City participants, with the Department intending to continue that arrangement through June 30, 2026.

The City's subsequent reliance upon RBR's alleged failure to provide public-benefit lessons raises a material and unresolved inconsistency in the stated factual basis for termination.

The City cannot reasonably rely upon an alleged failure of contractual performance without identifying the specific obligation, the dates of alleged nonperformance, and the contemporaneous evidence supporting that allegation.

Accordingly, I formally demand that the City:

1. **Identify the precise contractual provisions** allegedly breached by RBR, including an explanation of how those obligations operated alongside the City's existing Ride On agreement.
2. **Produce the complete documentary record** supporting the City's allegations concerning deferred maintenance, unperformed repairs, public-benefit programming, participation, and

insurance deficiencies, including all notices, inspection reports, correspondence, and records of alleged noncompliance.

3. **Provide a detailed accounting** of every allegedly missed public-benefit lesson, including the date, scheduled time, responsible provider, and documentation establishing RBR's obligation to provide that lesson.
4. **Identify the legal and factual basis** for removing RBR from the October 6, 2026 Parks and Recreation agenda under the characterization of "pending litigation," including whether any litigation has been filed or formally threatened.
5. **Confirm preservation of all relevant records**, including internal communications, emails, text messages, staff reports, and correspondence with third parties concerning the termination decision.

To the extent this correspondence requests identifiable public records, it is also intended as a formal request under the **California Public Records Act, Government Code § 7920.000 et seq.** Please process it accordingly, including the statutory determination required by Government Code § 7922.535. Any withholding must identify the applicable statutory exemption or other legal basis.

If the City possesses records substantiating its allegations, produce them. If responsive records do not exist following a reasonable search, state that expressly. If records are withheld, identify the statutory justification.

The termination of an 80-year-old Pasadena institution is a consequential governmental action that warrants a demonstrable factual foundation, transparency, and accountability.

The City's failure to reconcile these discrepancies raises legitimate questions

regarding the accuracy and completeness of the information relied upon in reaching its decision.

RBR expressly reserves all rights and remedies available under applicable law, including the right to challenge the factual and legal grounds for termination and seek judicial review or other appropriate relief.

Please immediately acknowledge receipt and confirm that this request has been referred to the appropriate records custodian. We expect the City's statutory response within the time prescribed by California law.

Sincerely,

Katherine Ginzton
Operations Manager, Rose Bowl Riders
Owner, Myrtle Hill Farm

EXHIBIT A — CITY OF PASADENA CORRESPONDENCE

From: Arroyo, Enrique earroyo@cityofpasadena.net
Date: Fri, Jan 30, 2026 at 4:12 PM
Subject: RE: Meeting request from RBR
To: Hernandez, Jeffrey jehernandez@cityofpasadena.net, James, Kenneth kjames@cityofpasadena.net
Cc: Rose Bowl Riders rosebowlriders@gmail.com, Panossian, Koko kpanossian@cityofpasadena.net, Perez, Ruben rPerez@cityofpasadena.net

Hi Everyone,

The City/PRCS is happy to meet with RBR. With regards to the proposed agenda, the City/PRCS currently has a purchase order in place with Ride-On to provide horse riding lessons to our participants. For the sake continuity, the Department hopes to continue with Ride On through the end of the contract, June 30, 2026.

Please note that all program service providers must meet City insurance requirements and submit the appropriate certificates at the time of a contract award.

If RBR still wishes to meet, please send meeting availability starting with the week of February 9.

Have a good weekend!

Enrique

On Oct 7, 2026, at 12:09 PM, Greg Hedrick <myrtlehillfarm1@yahoo.com> wrote:

To Whom It May Concern:

My name is Katherine Ginzton. I am the current Operations Manager for Rose Bowl Riders ("RBR") and the owner of Myrtle Hill Farm.

After reviewing RBR's records, correspondence, and communications with the City, I am requesting clarification and supporting documentation concerning several factual assertions contained in the City's termination correspondence.

Deferred Maintenance and Lack of Repairs

The City's termination references deferred maintenance and/or a failure to make necessary repairs. After reviewing the records presently available to me, I have been unable to locate correspondence in which the City

identified specific deferred maintenance, demanded particular repairs, established deadlines for corrective action, or notified RBR that its maintenance of the property constituted a material concern.

Please provide:

- The specific items of deferred maintenance and repairs upon which the City relied in reaching its decision;
- The dates on which each condition was identified;
- Copies of emails, letters, inspection reports, photographs, notices, or other communications notifying RBR of those conditions;
- Any deadlines provided to RBR for corrective action; and
- Any documentation establishing that RBR failed to correct an identified condition after receiving notice.

2025 Public Benefit Lessons

The termination states that the City's required public-benefit lessons were not provided in 2025.

RBR contracted with a service provider to provide those lessons. Please explain the City's factual and contractual basis for concluding that lessons furnished through a contracted service provider did not satisfy RBR's obligation.

If the City's position is that particular required lessons were not provided, please identify the

specific dates and times on which lessons were required but allegedly not provided and provide the records supporting that determination.

2026 Public Benefit Lessons

The termination similarly states that the City's public-benefit lessons were not provided in 2026.

However, in April 2026, City employee Enrique Arroyo advised RBR by email that the City had contracted with Ride On to provide the public-benefit lessons for 2026.

Please explain how RBR could subsequently be cited for failing to provide lessons that the City had informed RBR would be provided pursuant to the City's own contract with Ride On.

If the City nevertheless contends that RBR remained responsible for providing particular lessons, please identify the contractual provision supporting that position and provide the dates, times, and records identifying each lesson the City contends RBR failed to provide.

2022–2023 Public Benefit Participation

The termination also characterizes the public benefit provided during 2022–2023 as limited and refers to limited known participants.

Please provide the records supporting that assertion, including the participant information or participant counts relied upon by

the City, the dates of the applicable programs, and the methodology used to determine that participation was insufficient.

Insurance

The termination further states that required insurance was not provided "at times."

That statement is insufficiently specific for RBR to meaningfully evaluate or respond to it. Please identify each period during which the City contends RBR lacked required insurance, including:

- The beginning and ending dates of each alleged lapse;
- The particular insurance coverage allegedly missing or deficient;
- The applicable contractual insurance requirement;
- Copies of communications notifying RBR of the alleged deficiency;
- Copies of requests from the City for certificates, endorsements, or other insurance documentation; and
- The date upon which the City contends each deficiency was corrected, if applicable.

These questions concern factual assertions the City itself relied upon in taking the extraordinary step of terminating RBR's tenancy after decades of operation at the Pasadena Equestrian Center. RBR is entitled to understand the factual record supporting those assertions.

If the City possesses documentation substantiating these statements, please provide it. If documentation does not exist, or if any statement in the termination was based upon incomplete, inaccurate, or subsequently contradicted information, please identify and correct the record accordingly.

I respectfully request a written response addressing each issue individually rather than a generalized response.

Sincerely,

Katherine Ginzton
Operations Manager
Rose Bowl Riders

Owner
Myrtle Hill Farm

McMillan, Acquanette (Netta)

From: cityclerk
Sent: Tuesday, October 13, 2026 8:30 AM
To: Iraheta, Alba; Jomsky, Mark; Robles, Sandra; Sabha, Tamer; McMillan, Acquanette (Netta); Soo, Christine
Subject: FW: Rose Bowl Riders

From: Greg Hedrick <myrtlehillfarm1@yahoo.com>
Sent: Tuesday, October 13, 2026 8:30:01 AM (UTC-08:00) Pacific Time (US & Canada)
To: Hernandez, Jeffrey <jehernandez@cityofpasadena.net>; Arroyo, Enrique <earroyo@cityofpasadena.net>; Panossian, Koko <kpanossian@cityofpasadena.net>; crimeandsafety@scng.com <crimeandsafety@scng.com>; news.star-news@sgvn.com <news.star-news@sgvn.com>; sgowen@scgn.com <sgowen@scgn.com>; Gordo, Victor <vgordo@cityofpasadena.net>; Hampton, Tyron <thampton@cityofpasadena.net>; Cole, Rick <rcole@cityofpasadena.net>; Masuda, Gene <gmasuda@cityofpasadena.net>; Rivas, Jessica <jrivas@cityofpasadena.net>; Madison, Steve <smadison@cityofpasadena.net>; Lyon, Jason <jlyon@cityofpasadena.net>; Jones, Justin <jjones@cityofpasadena.net>; cityclerk <cityclerk@cityofpasadena.net>; Derderian, Lisa <lderderian@cityofpasadena.net>; Hawkesworth, Matthew <mhawkesworth@cityofpasadena.net>; Rose Bowl Riders <rosebowlriders@gmail.com>
Subject: Re: Rose Bowl Riders

[⚠] **CAUTION:** This email was delivered from the Internet. Do not click links or open attachments unless you ***know*** the content is safe. Report phish using the Phish Alert Button (PAB). For more information about the PAB view article "KB0011474" on the DoIT portal.

Dear Mayor Gordo, Members of the City Council, and City Attorney:

DAY SIX. SIX FORMAL NOTICES. NO SUBSTANTIVE RESOLUTION.

For the sixth consecutive day, Rose Bowl Riders (RBR) is formally demanding accountability from the City of Pasadena concerning its decision to terminate the tenancy of an 80-year-old nonprofit organization.

RBR has repeatedly requested meetings, submitted written correspondence, raised significant legal and financial concerns, and sought public records directly relevant to the City's actions.

Despite these efforts, RBR continues to report that its requests have not resulted in a substantive meeting or meaningful resolution.

The City has found the time to issue a termination notice. It must now find the time to explain and defend its decision.

I. THE CITY'S REFUSAL TO ENGAGE REQUIRES AN EXPLANATION

RBR has attempted to engage City leadership through appropriate channels.

The organization has requested meetings with City officials, including representatives involved in decisions affecting the Pasadena Equestrian Center.

Those efforts have not produced the requested substantive discussions.

Meanwhile, correspondence obtained by RBR documents that City personnel communicated directly with an individual who expressed interest in a potential competing operating proposal while advocating for changes to RBR's leadership and the removal of Myrtle Hill Farm.

Those communications included a telephone conversation and subsequent internal distribution to City personnel.

The City must explain why it accommodated communications concerning a potential alternative operator while RBR's repeated requests for meaningful engagement remain unresolved.

This correspondence does not, by itself, establish unlawful favoritism. It does, however, raise legitimate questions about consistency, access, and the impartiality of the City's decision-making process.

II. THE SEPTEMBER 8 CLOSED SESSION REMAINS UNEXPLAINED

The City's September 8, 2026 closed-session agenda identified the Pasadena Equestrian Center at 4750 Oak Grove Drive and RBR President Angela Lowell as the negotiating party.

The publicly identified subject was **price and terms of payment**, pursuant to Government Code § 54956.8.

The City subsequently issued its termination notice.

RBR demands a clear explanation of the chronology and authorization of that decision.

Specifically:

1. When was termination first proposed?
2. Who recommended and authorized the decision?
3. What action, if any, was taken during the September 8 closed session?
4. Was any action subject to public reporting under Government Code § 54957.1?
5. What contractual provisions did the City rely upon?

The City should not expect an organization facing displacement to accept an unexplained decision merely because that decision was delivered on official letterhead.

III. THE PUBLIC RECORDS DISPUTE CANNOT BE IGNORED

RBR continues to seek records under California Public Records Act Request No. **0047452**.

These records concern the City's handling of complaints, communications with prospective operators, termination deliberations, and the future of the Pasadena Equestrian Center.

Questions also remain regarding apparent differences between versions of September 8 City Council materials.

The City must identify responsive nonexempt records, provide any legally required withholding explanations, and comply with applicable disclosure deadlines.

A pending termination does not suspend the City's obligations under the California Public Records Act.

RBR again requests expedited production of records concerning the termination decision, communications involving prospective replacement operators, requests for meetings, the September 8 agenda materials, and correspondence involving Officer Barry Glockson.

IV. EIGHTY YEARS OF INFRASTRUCTURE AND COMMUNITY SERVICE CANNOT BE DISMISSED WITHOUT ACCOUNTING

RBR maintains that it owns substantial infrastructure and improvements at the Pasadena Equestrian Center and that the City has previously acknowledged those interests in lease and RFP documents.

The City has not adequately resolved the resulting questions concerning ownership, removal, replacement costs, and future use.

If Pasadena intends to introduce another operator, it must determine what infrastructure it can lawfully make available and what financial obligations could arise.

The City must distinguish between its ownership of the land and RBR's asserted ownership of improvements.

These are not abstract questions. They affect the facility's future operations, horses, families, employees, and potential taxpayer expenditures.

V. SIXTH-DAY DEMANDS

RBR again demands that Pasadena:

1. **Schedule a substantive meeting** with authorized RBR representatives and City decision-makers within 48 hours.
2. Provide a written explanation identifying who authorized the termination and the contractual provisions relied upon.
3. Produce responsive nonexempt records under CPRA Request No. 0047452 in accordance with applicable law.
4. Explain the September 8 closed-session chronology and the apparent discrepancy in published Council materials.
5. Identify the City's plan for horses, equestrian programs, employees, and disputed infrastructure.
6. Confirm preservation of relevant emails, text messages, records, meeting notes, and electronic communications.
7. Agree to a written standstill extending the termination deadline while the parties address these outstanding issues.
8. Identify a single City representative authorized to communicate directly with RBR and coordinate a resolution.

RBR requests a substantive response to these demands within **24 hours**. This requested response period does not modify statutory deadlines.

VI. FINAL NOTICE — DAY SIX

Six consecutive formal notices should not be necessary to obtain a meeting with the government responsible for terminating an 80-year-old community institution.

The City may disagree with RBR's legal position. It may believe its termination decision is contractually justified.

But disagreement does not prevent the City from answering correspondence, explaining its actions, producing nonexempt records, or participating in a meaningful discussion.

RBR is not demanding preferential treatment.

It is demanding that Pasadena explain its decision, honor its legal obligations, and provide the same meaningful opportunity for communication that City personnel have afforded other interested parties.

Absent meaningful engagement, RBR will continue documenting its requests and evaluating available legal remedies, including judicial enforcement of public-records obligations and appropriate relief concerning contractual and property rights.

The Mayor, City Council, and City Attorney have now received repeated notice of these concerns.

The question is no longer whether Pasadena knows that RBR is seeking answers. The question is when its leadership intends to provide them.

RBR reserves all rights, claims, defenses, and remedies. Nothing in this correspondence waives or extends any applicable deadline.

We expect a written response and a confirmed meeting date.

Sincerely,

Katherine Ginzton
Operations Manager, Rose Bowl Riders
Owner, Myrtle Hill Farm

Sent from my iPhone

On Oct 12, 2026, at 8:32 AM, Greg Hedrick <myrtlehillfarm1@yahoo.com> wrote:

Dear Mayor Gordo, Members of the City Council, and City Attorney:

This correspondence constitutes a formal addendum to our previous notices concerning the City's termination of Rose Bowl Riders (RBR), the disputed legal

basis for that termination, the ownership of substantial equestrian infrastructure, and the City's handling of public records.

Newly reviewed correspondence raises serious questions concerning the impartiality, integrity, and administration of the City's process for determining the future operator of the Pasadena Equestrian Center.

The attached five-page email chain, dated May 13 through June 3, 2026, documents communications between Cornelia Seiffert and personnel using the City's official Equestrian Center RFP email account. The correspondence also identifies Koko Panossian and Jeffrey Hernandez as recipients of communications concerning the matter.

These records are particularly significant because Ms. Seiffert simultaneously expressed interest in organizing a prospective competing bid, advocated for an alternative operator, and communicated allegations against RBR and Myrtle Hill Farm.

The issue is not whether a resident may criticize RBR or express interest in competing for a City contract. Both are legitimate activities. The issue is whether City personnel maintained a fair and consistently administered procurement process while receiving such communications—and whether those communications subsequently influenced the termination of the existing operator.

I. THE DOCUMENTARY EVIDENCE

The attached correspondence establishes the following chronology.

May 13, 2026 — Inquiry Concerning Competing Proposals

Ms. Seiffert contacted the City's Equestrian Center RFP account requesting access to bids for operation of the facility.

The City responded that a contract had not been awarded and that the requested information was unavailable to the public, describing that position as consistent with the Public Records Act and supported by the City Attorney.

Ms. Seiffert subsequently asked about the anticipated award or reissuance of the RFP.

The City responded that no timeline had been established.

These exchanges demonstrate that City personnel understood the correspondence to concern an active or prospective operator-selection process.

May 14, 2026 — Expression of Interest in a Competing Bid

Ms. Seiffert informed the City that she had a group of experienced equestrians and professionals potentially interested in forming a nonprofit organization, raising capital, and submitting a bid.

She simultaneously criticized RBR's existing leadership and Myrtle Hill Farm, alleging exclusion of other trainers and conflicts of interest.

This is a material distinction.

The City was not merely receiving commentary from a member of the public. It was receiving advocacy from an individual who had expressly identified a potential interest in competing for operation of the facility.

May 21–22, 2026 — Direct Communication With City Personnel

On May 21, the City's RFP account offered to arrange a telephone conversation with Ms. Seiffert.

Later that day, Ms. Seiffert indicated that she was available to speak on Friday.

On May 22, Ms. Seiffert thanked Enrique for speaking with her that day and stated that she had provided material to the United States Equestrian Federation concerning what she considered animal-welfare issues.

The documents therefore support that a conversation occurred, although they do not establish its full content.

June 2, 2026 — Advocacy for an Alternative Operator and Removal of Myrtle Hill Farm

Ms. Seiffert again contacted Enrique and urged the City to consider an alternative to RBR's current leadership and Myrtle Hill Farm.

She specifically suggested Ride On as an alternative operator, alleged deficiencies in oversight and compliance, and advocated for Myrtle Hill Farm's removal.

She also referred to individuals who she believed could assist Ride On in managing boarding operations.

These were Ms. Seiffert's allegations and proposals. Their truth is not established by their inclusion in the email.

June 3, 2026 — Internal Distribution to Senior City Personnel

The City's RFP account forwarded Ms. Seiffert's June 2 correspondence to Koko Panossian and Jeffrey Hernandez, with the message:

"FYI….."

The forwarding email was signed Enrique.

This establishes that advocacy favoring an alternative operator and criticizing the incumbent was circulated internally to additional City personnel.

It does not establish that those officials agreed with the allegations or relied upon them. That is precisely why the City must disclose the subsequent decision-making record.

II. THE CITY MUST EXPLAIN WHETHER THE PROCUREMENT PROCESS WAS IMPARTIAL

Public procurement requires more than the appearance of an open competition.

Where applicable procurement rules, solicitation terms, or City policies require equal treatment, consistent access to information, or restricted communications, those requirements must be applied uniformly.

The attached correspondence raises questions about whether prospective bidders and the existing operator were afforded equivalent opportunities to communicate with City decision-makers.

RBR requests identification of all applicable procurement rules and communication protocols, including whether interested parties were permitted to discuss the merits of competing operators privately with City personnel.

If the City provided a potential competitor with individualized access to personnel involved in evaluating the future of the facility, the City must explain whether comparable access was available to other interested parties and how those communications were documented.

A private conversation is not inherently unlawful. Nor is receiving criticism of an incumbent.

However, **undocumented or inconsistently managed bidder communications can compromise the defensibility of a procurement when they affect evaluations, access to information, or the treatment of competing proposals.**

III. THE CONNECTION TO RBR'S TERMINATION REQUIRES INDEPENDENT INVESTIGATION

The timing and substance of these communications are relevant to the City's subsequent decision to terminate RBR's tenancy.

The record now reflects that City personnel received allegations concerning RBR, proposals for alternative management, and requests to remove Myrtle Hill Farm months before the termination notice.

The City must determine whether those allegations or proposals were considered in connection with termination.

Specifically:

- Were Ms. Seiffert's allegations investigated or independently verified?
- Were they incorporated into staff reports, recommendations, or communications with decision-makers?
- Did City personnel discuss replacing RBR or Myrtle Hill Farm with Ride On or another operator?
- Were RBR representatives given an opportunity to respond to factual allegations if those allegations were relied upon?
- Did any City employee involved in the communications subsequently participate in preparing or recommending termination?
- Were any prospective bidders given nonpublic information or procedural advantages?

If the termination was influenced by unverified allegations or a predetermined preference for a successor operator, those facts could materially affect the evaluation of the City's contractual conduct, the credibility of its stated rationale, and any claim that the decision-making process was impartial.

The correspondence does not yet prove that outcome. It establishes a factual basis for demanding an explanation and the underlying records.

IV. POTENTIAL LEGAL THEORIES AND CONSEQUENCES

A. Breach of Contract and the Implied Covenant of Good Faith and Fair Dealing

If the City's conduct violated enforceable provisions of RBR's governing agreements, RBR may pursue contract remedies.

Evidence that officials sought to favor a successor operator could become relevant to the City's conduct, particularly if the lease imposed obligations that the City failed to honor.

However, a preference for another operator would not independently invalidate an otherwise lawful termination right.

B. Procurement Rules, Equal Treatment, and Administrative Fairness

If Pasadena's municipal procurement rules or the governing RFP prohibited unequal bidder access, unauthorized communications, or undisclosed evaluation criteria, a violation could support an appropriate administrative or judicial challenge.

RBR demands disclosure of the actual rules applicable to the 2026 communications.

The City should not be permitted to rely upon general assurances of fairness where the underlying communications and evaluation records can be examined.

C. California Public Records Act

The May–June correspondence identifies additional categories of records potentially responsive to RBR's existing requests.

RBR requests all nonexempt communications concerning Ms. Seiffert, prospective competing operators, Ride On, RBR, Myrtle Hill Farm, and the City's decision concerning the facility.

This includes available records of the May 22 conversation, subsequent internal discussions, and communications involving the officials to whom the June 3 email was forwarded.

D. Injunctive and Declaratory Relief

If evidence establishes an enforceable legal right that is threatened by termination or successor implementation, RBR may seek declaratory relief under Code of Civil Procedure § 1060 and appropriate injunctive relief under § 526.

An injunction is not automatic, and litigation alone does not prohibit a new RFP.

Nevertheless, a court order protecting possession or disputed infrastructure could materially restrict the City's ability to implement a successor operating agreement.

V. HOW THESE COMMUNICATIONS COULD ADVERSELY AFFECT A FUTURE RFP

The City should be concerned not only about whether the prior process was fair, but also whether prospective operators will trust the next one.

A qualified applicant considering operation of the Pasadena Equestrian Center would reasonably evaluate the consistency of the City's procurement procedures, the reliability of information provided, the legal status of the facility, and the likelihood of litigation.

If City personnel are perceived as privately entertaining advocacy from prospective competitors while the incumbent's future is being determined, serious applicants may question whether the process is genuinely open.

That perception could have several consequences.

Reduced participation. Qualified organizations may decline to incur legal, financial, and consulting expenses preparing proposals if they lack confidence that published criteria will determine the award.

Increased bid costs. Applicants may need additional legal review and due diligence to assess the City's handling of communications, disputed infrastructure, and potential litigation.

Conditional proposals. Sophisticated applicants may condition their offers on clear title or rights to improvements, uncontested possession, litigation resolution, or indemnification.

Higher operating costs. Applicants may price legal uncertainty, infrastructure replacement, delayed access, and transition risk into their proposals.

Potential challenges to an award. If the City fails to follow binding procurement rules or offers property rights it cannot lawfully deliver, a successor award may become subject to judicial challenge.

Damage to procurement credibility. The City's ability to attract experienced operators may suffer if applicants believe decisions are influenced by undisclosed advocacy rather than published evaluation criteria.

These are foreseeable risks, not proof that any applicant has already withdrawn or that a future RFP would necessarily fail.

A City seeking qualified, financially capable, long-term operators must demonstrate that its selection process is transparent, impartial, and governed by objective criteria.

VI. THE CITY'S ABILITY TO IMPLEMENT A SUCCESSOR AGREEMENT MAY BE RESTRICTED

The procurement concerns are compounded by the existing dispute over RBR-owned infrastructure.

RBR maintains that the City has acknowledged ownership of substantial improvements in prior leases and RFP documentation.

The City must establish which improvements it can lawfully make available to a successor operator.

If litigation establishes RBR's ownership and a threatened violation of its rights, RBR may seek relief preventing unauthorized transfer, alteration, removal, or use of those improvements.

Such an order could affect the practical implementation of a successor agreement, even if the City remains free to publish an RFP.

The City cannot eliminate contractual or property disputes simply by awarding operation of the facility to a third party.

Nor should it make commitments to prospective bidders without adequately identifying disputed property interests and litigation risks.

VII. INDEPENDENT REVIEW IS NECESSARY TO RESTORE CONFIDENCE

The City should not assign sole responsibility for reviewing these communications to the same personnel whose conduct is being examined.

RBR requests an independent assessment by the City Attorney or appropriately independent outside counsel of:

1. The applicable procurement and communication rules.
2. The May 22 conversation and any related notes or follow-up communications.
3. Whether Ms. Seiffert or any associated prospective operator received preferential information or access.
4. Whether comparable opportunities were provided to RBR and other interested applicants.
5. Whether the allegations against RBR were verified before any official reliance upon them.
6. Whether the June 3 forwarded correspondence influenced termination recommendations or future procurement planning.
7. Whether any actual financial or organizational conflict requiring disclosure or recusal existed.
8. Whether personnel involved in the disputed communications should participate in a future RFP evaluation.

The appearance of possible partiality is sufficient to justify an independent review. A legal finding of improper favoritism would require additional evidence.

VIII. FORMAL DEMANDS AND PRESERVATION NOTICE

RBR requests that the City:

1. Preserve the complete May–June email chain in native electronic form, including available attachments and metadata.
2. Preserve records of communications with Ms. Seiffert, Ride On, and any other prospective operator concerning the Pasadena Equestrian Center.
3. Produce all nonexempt records of the May 22 telephone conversation and any subsequent discussions.
4. Identify the City personnel responsible for evaluating potential operators and recommending termination.
5. Disclose the procurement rules, evaluation criteria, bidder-contact policies, and conflict-of-interest procedures applicable during the relevant period.
6. State whether Ms. Seiffert's allegations were relied upon in recommending or approving termination.
7. Explain whether any future RFP will be administered by personnel independent of the communications under review.
8. Agree to a written standstill on termination enforcement and successor implementation while the parties evaluate the contractual and property issues.
9. Preserve all records concerning the previous unsuccessful RFP and any contemplated successor procurement.

10. Provide a substantive written response concerning the proposed independent review and standstill within five business days.

These records requests supplement CPRA Request No. 0047452. Applicable statutory deadlines remain unchanged.

IX. FINAL NOTICE TO THE CITY COUNCIL

The City cannot credibly ask the public or prospective operators to trust the integrity of its next RFP while leaving substantial questions about the administration of the previous process unanswered.

The attached communications do not, standing alone, prove unlawful favoritism, a predetermined termination, or an improper agreement with a prospective competitor.

They do establish that City personnel received direct advocacy from an individual interested in a competing operating arrangement, engaged in a telephone conversation with that individual, and forwarded her allegations and proposals to additional officials.

Those facts warrant examination.

The City Council must now determine whether Pasadena's decisions concerning an 80-year-old nonprofit were based upon documented contractual grounds and consistently administered procedures—or whether outside advocacy was allowed to influence a process that should have been conducted impartially.

Failure to address these questions may expose the City to additional litigation, procurement uncertainty, increased operating costs, and diminished confidence among the qualified organizations it may later seek to attract.

RBR requests that the Mayor and Council direct an independent review, require preservation and production of relevant records, and reconsider proceeding with termination or successor implementation before these matters are adequately addressed.

RBR expressly reserves all rights, claims, defenses, and remedies. Nothing in this addendum constitutes a waiver of any statutory or contractual deadline.

Sincerely,

Katherine Ginzton
Operations Manager, Rose Bowl Riders
Owner, Myrtle Hill Farm

Reference: CPRA Request No. 0047452

Attachment A: May 13–June 3, 2026, email correspondence between Cornelia Seiffert and the City of Pasadena Equestrian Center RFP account, including the June 3 internal forwarding email to Koko Panossian and Jeffrey Hernandez.

<Enrique and C Sieffert talking during RFP process May-June 2026.pdf>

Sent from my iPhone

On Oct 10, 2026, at 12:09 PM, Greg Hedrick <myrtlehillfarm1@yahoo.com> wrote:

Dear City Attorney:

This constitutes my fourth formal communication within 72 hours concerning the City of Pasadena's termination of Rose Bowl Riders (RBR), Pasadena's fifth-oldest nonprofit organization.

Seventy-two hours have now passed without a substantive response to our demands for the documentary evidence and legal justification supporting the termination.

Although the City has issued an administrative acknowledgment assigning Public Records Request No. **0047452**, no responsible official has identified the evidence supporting the City's decision, addressed the factual discrepancies previously raised, or agreed to expedited production.

This latest failure to communicate follows a recurring pattern of unanswered correspondence, unsuccessful requests for meetings, and administrative delays affecting RBR's continued operation.

The City has imposed a termination deadline upon RBR while retaining control over the records necessary for RBR and its legal counsel to evaluate and challenge that decision.

The City Attorney is hereby placed on formal notice of the legal obligations and foreseeable prejudice arising from this situation.

I. REPEATED NONRESPONSE

JEFFREY HERNANDEZ

During the preceding 30 days, RBR's President has repeatedly emailed Jeffrey Hernandez requesting a meeting and clarification concerning RBR's future at the Pasadena Equestrian Center.

The President has also placed multiple telephone calls.

Based upon RBR's records, these repeated emails and telephone calls to Jeffrey Hernandez have received no substantive response.

Instead, the City issued its termination notice.

The documented sequence raises legitimate questions regarding whether RBR's repeated attempts to obtain a meeting were considered in connection with the City's decision to terminate its tenancy.

While chronology alone does not establish retaliation, it provides a sufficient basis to demand existing records concerning the timing of the decision and the handling of RBR's communications.

Accordingly, RBR requests all nonexempt emails, telephone logs, calendar entries, memoranda, meeting notes, and internal communications concerning these requests and the subsequent termination.

II. STATUTORY RIGHT TO ACCESS PUBLIC RECORDS

The City Attorney is specifically directed to the following provisions of California law.

Government Code 7922.500 Prohibition Against Delay or Obstruction

The California Public Records Act expressly provides that nothing in the Act permits a public agency to delay or obstruct the inspection or copying of public records.

RBR requests that the City evaluate its handling of Request No. 0047452 in light of this prohibition.

Government Code 7922.525 Right to Inspect Public Records

Public records are generally open to inspection during agency office hours, subject to applicable exemptions. Reasonably segregable nonexempt portions must be made available.

RBR therefore requests immediate inspection access to readily identifiable, nonexempt records relating to the termination.

Government Code 7922.530 Prompt Production of Records

This section requires public agencies to make reasonably identified, nonexempt records promptly available upon request, subject to applicable duplication fees.

The City must not treat the statutory period for making an initial disclosure determination as an automatic justification for delaying production of records that are ready for release.

Government Code 7922.535 Mandatory Determination and Response Deadlines

The City generally must determine within 10 calendar days whether the request seeks disclosable records and notify the requester of its determination and reasons.

If records are disclosable, the City must provide an estimated date and time when they will be available.

Any extension must comply with the statute's requirements concerning unusual circumstances, written notice, and the applicable maximum extension.

Government Code 7922.000 and 7922.540 Burden of Justifying Withholding and Written Denials

The City bears the burden of justifying withheld records under applicable law.

Any denial, in whole or in part, must comply with the statutory requirements for written notice, including identification of the responsible officials.

Government Code 7922.570 Electronic Records

Nonexempt public records maintained electronically must be made available electronically upon request, subject to the statute's conditions.

RBR expressly requests electronic production of responsive emails, correspondence, reports, spreadsheets, memoranda, and other electronically maintained records in formats authorized by this section.

Government Code 7922.600 Duty to Assist Requesters

The City must provide reasonable assistance in identifying responsive records, explaining where relevant records are maintained, and suggesting ways to overcome practical obstacles to disclosure.

If the City believes clarification is necessary, it should identify the specific issue promptly rather than allow avoidable uncertainty to delay processing.

III. CITY-CREATED PREJUDICE AND DEMAND FOR EXPEDITED DISCLOSURE

The City has imposed a fixed termination deadline affecting RBR's possession, operations, members, horses, contractual relationships, and substantial infrastructure.

Meanwhile, the City retains records directly relevant to whether the termination was factually supported, contractually authorized, and procedurally proper.

Every day of unnecessary delay diminishes the time available for RBR's attorneys to review the evidence, assess potential claims, and determine whether judicial intervention is necessary before the termination becomes effective.

RBR therefore demands the following voluntary expedited timetable:

1. **Within 24 hours:** Written identification of the official supervising Request No. 0047452 and confirmation of whether expedited handling has been approved.
2. **Within three business days:** Initial production of readily available, nonexempt records supporting the City's termination allegations.
3. **On a rolling basis:** Production of additional nonexempt responsive records as they become available.
4. **Promptly:** A written schedule identifying the anticipated dates for remaining production.
5. **Within 24 hours:** A written response concerning the requested termination extension or standstill agreement.

These accelerated deadlines are requested in light of the termination's urgency; they do not replace the statutory CPRA timetable.

IV. PRIORITY RECORDS SUBJECT TO DISCLOSURE

RBR reiterates its request for the following categories of existing records:

Maintenance and insurance: Inspection reports, deficiency notices, correspondence, insurance requirements, alleged violations, and records concerning opportunities to cure.

Public-benefit programming: Records identifying RBR's alleged contractual obligations, missed lessons, the City's Ride On purchase order, and related communications.

Termination decision: Staff recommendations, reports, memoranda, approvals, and communications reflecting the decision-making process.

Jeffrey Hernandez: Communications concerning the RBR President's repeated requests for meetings, including internal discussion of those requests and any relationship to the termination decision.

Barry Glockson: Communications involving Glockson and City officials concerning RBR's RFP, tenancy, or termination, including existing records of any conflict-of-interest or Brown Act compliance review.

October 6 agenda removal: Records concerning the removal of RBR from the Parks and Recreation agenda and the City's reference to "pending litigation."

RBR requests that all reasonably segregable nonexempt material be produced even where portions of a responsive record may be lawfully withheld.

V. DEMAND FOR WRITTEN STANDSTILL AGREEMENT

Because the City has imposed a termination deadline while controlling the requested records, RBR formally requests a written agreement to:

1. Extend the termination deadline for a reasonable period permitting disclosure and legal review.
2. Refrain from enforcing the termination or pursuing possession during that agreed period.
3. Preserve the parties' respective rights and positions.
4. Permit RBR's legal counsel a meaningful opportunity to evaluate the records and determine appropriate next steps.

No extension or tolling is assumed absent an express written agreement.

VI. PRESERVATION OF EVIDENCE

Litigation concerning RBR's termination is reasonably anticipated.

The City is therefore requested to preserve all potentially relevant evidence, including emails, text messages, call logs, calendar records, meeting notes, reports, drafts, electronic files, and communications involving Jeffrey Hernandez, Barry Glockson, the Mayor, Councilmembers, and City management.

The City should suspend routine deletion practices affecting relevant records and communicate appropriate preservation instructions to responsible personnel.

VII. STATUTORY ENFORCEMENT AND CONSEQUENCES OF NONCOMPLIANCE

Government Code 7923.000 and 7923.100 Judicial Enforcement

Where a requester alleges that a public agency has improperly withheld public records, California law provides procedures for seeking judicial relief in Superior Court.

RBR reserves the right to pursue such relief if the City fails to comply with its statutory obligations.

Government Code 7923.115 Attorney's Fees and Costs

A requester who prevails in qualifying CPRA litigation is entitled to reasonable attorney's fees and court costs under the statute.

If the City improperly withholds records or engages in legally actionable delay, RBR reserves the right to seek judicial enforcement and recover fees and costs where authorized.

RBR further reserves the right to seek appropriate injunctive, declaratory, or other relief concerning the termination where an independent legal basis exists.

Any demonstrated prejudice resulting from the City's handling of the records request may be presented in subsequent proceedings to the extent legally relevant.

VIII. FINAL DEMAND FOR IMMEDIATE RESPONSE

Seventy-two hours have passed without a substantive response. Based upon RBR's records, its President has also spent the preceding 30 days repeatedly attempting to communicate with Jeffrey Hernandez without receiving a substantive reply.

The City has nevertheless imposed a termination deadline without providing the requested evidentiary foundation for its decision.

I request that the City Attorney respond within 24 hours confirming:

1. Who is responsible for expedited processing of CPRA Request No. 0047452.
2. When the first responsive records will be produced.
3. Whether the City will agree to a written extension or standstill.
4. Whether relevant preservation instructions have been issued.
5. Whether the City Attorney will review the unanswered meeting requests and the timing of the termination.

The City cannot reasonably impose a deadline that threatens the continued existence of an 80-year-old Pasadena institution while allowing avoidable administrative delays to diminish the time available for meaningful legal review.

RBR expressly reserves all rights, claims, defenses, objections, and remedies. Nothing in this correspondence waives or extends any applicable deadline.

I expect your immediate written response.

Sincerely,

Katherine Ginzton
Operations Manager, Rose Bowl Riders
Owner, Myrtle Hill Farm

Sent from my iPhone

On Oct 9, 2026, at 12:09 PM, Greg Hedrick <myrtlehillfarm1@yahoo.com> wrote:

To the Mayor of Pasadena, Members of the City Council, City Manager, City Attorney, and Department of Parks, Recreation and Community Services:

This constitutes my third formal correspondence within 48 hours concerning the City of Pasadena's termination of Rose Bowl Riders (RBR), Pasadena's fifth-oldest nonprofit organization.

Forty-eight hours have passed without a single acknowledgment, substantive response, or identification of the evidence supporting the City's decision to terminate an institution that has served Pasadena for 80 years.

The City's continued silence is unacceptable from a standpoint of governmental transparency and public accountability, particularly given the substantial factual discrepancies, documented communications, and potential conflicts of interest that have now been brought to its attention.

I. FAILURE TO SUBSTANTIATE THE CITY'S TERMINATION ALLEGATIONS

The City's termination cites alleged deferred maintenance, failures to provide public-benefit riding lessons, and insurance deficiencies.

Despite repeated written demands, the City has failed to produce the contemporaneous inspection reports, notices of violation, correspondence, contractual provisions, or other records substantiating these allegations.

Of particular concern is the City's January 30, 2026 correspondence from Enrique Arroyo expressly confirming that the City had an existing purchase order with Ride On to provide riding lessons, with the Department intending to continue that arrangement through June 30, 2026.

The City has provided no explanation reconciling that arrangement with its subsequent allegations concerning RBR's failure to provide public-benefit programming.

The City must identify the specific contractual obligations allegedly breached, the dates of alleged nonperformance, and the evidence relied upon in reaching its decision.

II. DOCUMENTED COMMUNICATIONS INVOLVING PASADENA POLICE DEPARTMENT EMPLOYEE BARRY GLOCKSON

Newly presented documentary evidence raises serious concerns regarding the possibility of improper influence upon the City's decision-making process.

In March 2026, Pasadena Police Department employee Barry Glockson was notified that his stall privileges at RBR would be terminated following repeated delinquency in boarding and feed payments.

RBR's records establish that Glockson owed $2,370 as of March 2026. Although the outstanding balance was subsequently paid, the RBR Board maintained its decision to terminate his stall privileges.

On March 24, 2026, Glockson responded from his official City of Pasadena email account, stating:

"I was speaking with the mayor this week regarding your RFP…"

He further stated:

"I will be sure to share the news you've evicted a member of the city's mounted unit from city property…"

This communication is significant for several reasons.

First, Glockson expressly represented that he had been discussing RBR's RFP with the Mayor.

Second, he indicated his intention to introduce his personal dispute with RBR into those discussions.

Third, the correspondence originated from an official City email account and referenced Glockson's supervisory responsibilities involving City parks.

These facts warrant investigation into whether a City employee attempted to use his governmental position and access to an elected official to influence official action involving an organization with which he had a personal financial dispute.

The subsequent termination of RBR does not, by itself, establish a causal connection. Nevertheless, the City must disclose the relevant communications and determine whether this dispute influenced any recommendation, deliberation, or decision affecting RBR's tenancy.

III. POLITICAL EARWIGGING, POTENTIAL IMPROPER INFLUENCE, AND BROWN ACT CONCERNS

The March 24 correspondence also raises questions regarding what may be characterized as political earwigging: the use of private access to an elected official to advance a personal grievance concerning governmental business.

The City should investigate whether Glockson communicated allegations or recommendations concerning RBR to Mayor Victor Gordo, whether those communications were subsequently conveyed to other officials, and whether they influenced any City action.

The Ralph M. Brown Act, Government Code § 54950 et seq., including § 54952.2, restricts certain serial communications through which a majority of a legislative body discusses, deliberates, or takes action on public business outside an authorized meeting.

A private conversation between the Mayor and one employee does not independently establish a Brown Act

violation. However, the City must determine whether that conversation became part of a prohibited serial discussion or other decision-making process inconsistent with applicable open-meeting requirements.

The following questions require examination:

1. What communications occurred between Glockson and Mayor Gordo concerning RBR, its RFP, or its tenancy?
2. Did Glockson raise his personal boarding dispute with the Mayor or other City officials?
3. Were any allegations, recommendations, or requests from Glockson transmitted to other Councilmembers or City decision-makers?
4. Did any such communications contribute to collective deliberation outside a properly noticed public meeting?
5. Did any official disclose or evaluate the potential conflict between Glockson's personal interests and his governmental position?
6. Were Glockson's communications considered in connection with the decision to terminate RBR?

The City cannot simply dismiss these questions as unrelated private matters when a City employee's own correspondence expressly connects his personal dispute to discussions concerning RBR's RFP with the Mayor.

IV. PUBLIC ACCOUNTABILITY AND THE MAYOR'S POLITICAL RESPONSIBILITIES

These issues also carry substantial implications for public confidence in the Mayor's administration and the City's decision-making process.

The Mayor's involvement in discussions concerning a longstanding nonprofit organization, particularly where a City employee has identified a personal dispute with that organization, warrants transparency and careful examination.

Any elected official pursuing higher public office in California remains accountable for the manner in which governmental authority is exercised, including the handling of potential conflicts of interest, open-government

requirements, and the treatment of organizations operating on public property.

The public is entitled to determine whether decisions affecting an 80-year-old Pasadena institution were made through an impartial and properly documented governmental process, rather than influenced by private grievances or undisclosed communications.

RBR does not presume misconduct by the Mayor. It demands the records and explanations necessary to evaluate the facts.

V. FORMAL DEMAND FOR RECORDS AND WRITTEN RESPONSES

The City is hereby requested to:

1. Immediately acknowledge receipt of all three formal communications and identify the official responsible for responding.
2. Produce all nonexempt responsive records substantiating the termination allegations, including maintenance reports, inspection records, notices, insurance correspondence, and public-benefit programming records.
3. Identify the contractual provisions allegedly breached by RBR and explain the relationship between those obligations and the City's Ride On agreement.
4. Identify the factual and legal basis for removing RBR from the October 6 Parks and Recreation agenda under the designation of "pending litigation."
5. Produce all nonexempt responsive communications between Barry Glockson, Mayor Gordo, City Councilmembers, City management, and other City personnel concerning RBR, its RFP, boarding operations, tenancy, or termination.
6. Produce any existing records concerning conflict-of-interest reviews, ethics referrals, Brown Act compliance evaluations, or internal investigations involving these communications.
7. Identify the City personnel involved in recommending, reviewing, authorizing, or approving the termination and produce existing records reflecting their roles.

8. Confirm that potentially relevant records are being preserved.

VI. CALIFORNIA PUBLIC RECORDS ACT AND NOTICE TO PRESERVE EVIDENCE

This correspondence reiterates and supplements the prior formal requests under the California Public Records Act, Government Code § 7920.000 et seq.

The City is expected to comply with Government Code § 7922.535, including its statutory obligation to make a timely determination regarding disclosure, subject to any legally authorized extension.

The City is also formally requested to preserve all potentially relevant evidence, including emails, text messages, electronic communications, meeting notes, staff reports, internal memoranda, and correspondence involving City officials or third parties.

Given the disputed termination and reasonably anticipated litigation, the City should immediately suspend routine deletion or destruction of potentially relevant records and ensure that appropriate preservation instructions are communicated to all relevant custodians.

Any withholding of responsive records must be supported by an applicable legal exemption. If no responsive records exist following a reasonable search, the City should expressly state that determination.

VII. NOTICE OF POTENTIAL LEGAL ACTION AND RESERVATION OF RIGHTS

The combination of disputed termination allegations, unanswered requests for evidence, unexplained governmental actions, and documented communications involving a City employee with a personal dispute against RBR raises substantial questions concerning the factual foundation and integrity of the City's decision-making process.

These matters warrant prompt examination by the City Attorney and appropriate independent reviewers.

RBR expressly reserves all rights, claims, defenses, and remedies available under California law, including the

right to challenge the termination, seek enforcement of public-records obligations, and pursue any other appropriate administrative or judicial relief.

Nothing in this correspondence constitutes a waiver of any applicable right, remedy, objection, or deadline.

VIII. FINAL REQUEST FOR IMMEDIATE ACKNOWLEDGMENT

The City has exercised its authority to terminate an organization that has served the Pasadena community for eight decades.

It must now account for the evidence, communications, and governmental process underlying that decision.

Forty-eight hours have passed. Three formal communications have been sent. Not one acknowledgment has been received.

The City is requested to immediately acknowledge this correspondence, identify the responsible official, and provide a written timetable for addressing the outstanding demands.

The City of Pasadena cannot reasonably demand accountability from its nonprofit tenants while declining to provide basic transparency concerning its own actions.

The public deserves answers. Rose Bowl Riders deserves a documented explanation. The City must account for its decision.

Sincerely,

Katherine Ginzton
Operations Manager, Rose Bowl Riders
Owner, Myrtle Hill Farm

<2025 - 2026 email chain Barry Glockson.pdf>

Sent from my iPhone

On Oct 8, 2026, at 12:09 PM, Greg Hedrick <myrtlehillfarm1@yahoo.com> wrote:

To the Pasadena Mayor, City Council, City Manager, City Attorney, and Department of Parks, Recreation and Community Services:

I am following up on my prior correspondence demanding the documentary evidence and legal justification supporting the City of Pasadena's termination of Rose Bowl Riders (RBR), Pasadena's fifth-oldest nonprofit organization.

The City's continued failure to acknowledge or substantively address these requests is deeply concerning, particularly given the significant factual discrepancies between the City's stated grounds for termination and its own written communications.

Of particular concern is the City's allegation that RBR failed to provide required public-benefit riding lessons during 2026.

On January 30, 2026, City employee Enrique Arroyo expressly confirmed in writing that the City had an existing purchase order with Ride On to provide riding lessons to City participants, with the Department intending to continue that arrangement through June 30, 2026.

The City's subsequent reliance upon RBR's alleged failure to provide public-benefit lessons raises a material and unresolved inconsistency in the stated factual basis for termination.

The City cannot reasonably rely upon an alleged failure of contractual performance without identifying the specific obligation, the dates of alleged nonperformance, and the contemporaneous evidence supporting that allegation.

Accordingly, I formally demand that the City:

1. **Identify the precise contractual provisions** allegedly breached by RBR, including an explanation of how those obligations operated alongside the City's existing Ride On agreement.
2. **Produce the complete documentary record** supporting the City's allegations concerning deferred maintenance, unperformed repairs, public-benefit programming, participation, and insurance deficiencies, including all notices, inspection reports, correspondence, and records of alleged noncompliance.
3. **Provide a detailed accounting** of every allegedly missed public-benefit lesson, including the date, scheduled time, responsible provider, and documentation establishing RBR's obligation to provide that lesson.
4. **Identify the legal and factual basis** for removing RBR from the October 6, 2026 Parks and Recreation agenda under the characterization of "pending litigation," including whether any litigation has been filed or formally threatened.
5. **Confirm preservation of all relevant records**, including internal communications, emails, text messages, staff reports, and correspondence with third parties concerning the termination decision.

To the extent this correspondence requests identifiable public records, it is also intended as a formal request under the **California Public Records Act, Government Code § 7920.000 et seq.** Please process it accordingly, including the statutory determination required by Government Code § 7922.535. Any withholding must identify the applicable statutory exemption or other legal basis.

If the City possesses records substantiating its allegations, produce them. If responsive

records do not exist following a reasonable search, state that expressly. If records are withheld, identify the statutory justification.

The termination of an 80-year-old Pasadena institution is a consequential governmental action that warrants a demonstrable factual foundation, transparency, and accountability.

The City's failure to reconcile these discrepancies raises legitimate questions regarding the accuracy and completeness of the information relied upon in reaching its decision.

RBR expressly reserves all rights and remedies available under applicable law, including the right to challenge the factual and legal grounds for termination and seek judicial review or other appropriate relief.

Please immediately acknowledge receipt and confirm that this request has been referred to the appropriate records custodian. We expect the City's statutory response within the time prescribed by California law.

Sincerely,

Katherine Ginzton
Operations Manager, Rose Bowl Riders
Owner, Myrtle Hill Farm

EXHIBIT A — CITY OF PASADENA CORRESPONDENCE

From: Arroyo, Enrique earroyo@cityofpasadena.net
Date: Fri, Jan 30, 2026 at 4:12 PM
Subject: RE: Meeting request from RBR
To: Hernandez, Jeffrey jehernandez@cityofpasadena.net, James, Kenneth kjames@cityofpasadena.net
Cc: Rose Bowl Riders rosebowlriders@gmail.com, Panossian, Koko kpanossian@cityofpasadena.net, Perez, Ruben rPerez@cityofpasadena.net

Hi Everyone,

The City/PRCS is happy to meet with RBR. With regards to the proposed agenda, the City/PRCS currently has a purchase order in place with Ride-On to provide horse riding lessons to our participants. For the sake continuity, the Department hopes to continue with Ride On through the end of the contract, June 30, 2026.

Please note that all program service providers must meet City insurance requirements and submit the appropriate certificates at the time of a contract award.

If RBR still wishes to meet, please send meeting availability starting with the week of February 9.

Have a good weekend!

Enrique

On Oct 7, 2026, at 12:09 PM, Greg Hedrick <myrtlehillfarm1@yahoo.com> wrote:

To Whom It May Concern:

My name is Katherine Ginzton. I am the current Operations Manager for Rose Bowl Riders ("RBR") and the owner of Myrtle Hill Farm.

After reviewing RBR's records, correspondence, and communications with the City, I am requesting clarification and supporting documentation concerning several factual assertions contained in the City's termination correspondence.

Deferred Maintenance and Lack of Repairs

The City's termination references deferred maintenance and/or a failure to make necessary repairs. After reviewing the records presently available to me, I have been unable to locate correspondence in which the City identified specific deferred maintenance, demanded particular repairs, established deadlines for corrective action, or notified RBR that its maintenance of the property constituted a material concern.

Please provide:

- The specific items of deferred maintenance and repairs upon which the City relied in reaching its decision;
- The dates on which each condition was identified;
- Copies of emails, letters, inspection reports, photographs, notices, or other communications notifying RBR of those conditions;
- Any deadlines provided to RBR for corrective action; and
- Any documentation establishing that RBR failed to correct an identified condition after receiving notice.

2025 Public Benefit Lessons

The termination states that the City's required public-benefit lessons were not provided in 2025.

RBR contracted with a service provider to provide those lessons.

Please explain the City's factual and contractual basis for concluding that lessons furnished through a contracted service provider did not satisfy RBR's obligation.

If the City's position is that particular required lessons were not provided, please identify the specific dates and times on which lessons were required but allegedly not provided and provide the records supporting that determination.

2026 Public Benefit Lessons

The termination similarly states that the City's public-benefit lessons were not provided in 2026.

However, in April 2026, City employee Enrique Arroyo advised RBR by email that the City had contracted with Ride On to provide the public-benefit lessons for 2026.

Please explain how RBR could subsequently be cited for failing to provide lessons that the City had informed RBR would be provided pursuant to the City's own contract with Ride On.

If the City nevertheless contends that RBR remained responsible for providing particular lessons, please identify the contractual provision supporting that position and provide the dates, times, and records identifying each lesson the City contends RBR failed to provide.

2022–2023 Public Benefit Participation

The termination also characterizes the public benefit provided during 2022–2023 as limited and refers to limited known participants.

Please provide the records supporting that assertion, including the participant information or participant counts relied upon by the City, the dates of the applicable programs, and the methodology used to determine that participation was insufficient.

Insurance

The termination further states that required insurance was not provided "at times."

That statement is insufficiently specific for RBR to meaningfully evaluate or respond to it. Please identify each period during which the City contends RBR lacked required insurance, including:

- The beginning and ending dates of each alleged lapse;
- The particular insurance coverage allegedly missing or deficient;
- The applicable contractual insurance requirement;
- Copies of communications notifying RBR of the alleged deficiency;
- Copies of requests from the City for certificates, endorsements, or other insurance documentation; and
- The date upon which the City contends each deficiency was corrected, if applicable.

These questions concern factual assertions the City itself relied upon in taking the extraordinary step of terminating RBR's tenancy after decades of operation at the Pasadena Equestrian Center. RBR is entitled to understand the factual record supporting those assertions.

If the City possesses documentation substantiating these statements, please provide it. If documentation does not exist, or if any statement in the termination was based upon incomplete, inaccurate, or subsequently contradicted information, please identify and correct the record accordingly.

I respectfully request a written response addressing each issue individually rather than a generalized response.

Sincerely,

Katherine Ginzton
Operations Manager
Rose Bowl Riders

Owner
Myrtle Hill Farm

McMillan, Acquanette (Netta)

From: cityclerk
Sent: Tuesday, October 13, 2026 8:31 AM
To: Iraheta, Alba; Jomsky, Mark; Robles, Sandra; Sabha, Tamer; McMillan, Acquanette (Netta); Soo, Christine
Subject: FW: Rose Bowl Riders

From: Greg Hedrick <myrtlehillfarm1@yahoo.com>
Sent: Tuesday, October 13, 2026 8:31:02 AM (UTC-08:00) Pacific Time (US & Canada)
To: Hernandez, Jeffrey <jehernandez@cityofpasadena.net>; Arroyo, Enrique <earroyo@cityofpasadena.net>; Panossian, Koko <kpanossian@cityofpasadena.net>; crimeandsafety@scng.com <crimeandsafety@scng.com>; news.star-news@sgvn.com <news.star-news@sgvn.com>; sgowen@scgn.com <sgowen@scgn.com>; Gordo, Victor <vgordo@cityofpasadena.net>; Hampton, Tyron <thampton@cityofpasadena.net>; Cole, Rick <rcole@cityofpasadena.net>; Masuda, Gene <gmasuda@cityofpasadena.net>; Rivas, Jessica <jrivas@cityofpasadena.net>; Madison, Steve <smadison@cityofpasadena.net>; Lyon, Jason <jlyon@cityofpasadena.net>; Jones, Justin <jjones@cityofpasadena.net>; cityclerk <cityclerk@cityofpasadena.net>; Derderian, Lisa <lderderian@cityofpasadena.net>; Hawkesworth, Matthew <mhawkesworth@cityofpasadena.net>; Rose Bowl Riders <rosebowlriders@gmail.com>
Subject: Re: Rose Bowl Riders

[⚠] **CAUTION:** This email was delivered from the Internet. Do not click links or open attachments unless you ***know*** the content is safe. Report phish using the Phish Alert Button (PAB). For more information about the PAB view article "KB0011474" on the DoIT portal.

Dear City Attorney and Public Records Officer:

I acknowledge receipt of the City's automated confirmation of California Public Records Act Request No. **0047494**.

However, an automated acknowledgment is not a substantive determination, production of records, or explanation of when responsive documents will be available.

The City of Pasadena has imposed a termination deadline upon Rose Bowl Riders (RBR). It must now recognize the urgency that its own actions have created.

The requested records concern the factual allegations, inspections, communications, administrative recommendations, and legal and contractual grounds underlying the City's decision to terminate the tenancy of an 80-year-old nonprofit organization.

These documents are directly relevant to RBR's ability to evaluate the City's stated grounds, protect its contractual and property interests, and determine whether immediate judicial intervention is necessary.

I. FORMAL DEMAND FOR IMMEDIATE DISCLOSURE

Under California Government Code §§ 7922.500, 7922.530, and 7922.535, public agencies must comply with their statutory disclosure obligations without improper obstruction or delay.

Government Code § 7922.535 generally requires an initial determination within 10 calendar days of receipt, subject to a properly justified statutory extension. When disclosable records are identified, the City must state the estimated date and time they will be available.

Government Code § 7922.530 separately requires that reasonably identifiable, nonexempt records be made promptly available.

RBR demands that the City immediately release all responsive, nonexempt records already located and available for disclosure, without waiting for completion of the entire records search.

If additional review is necessary, the City should proceed through rolling productions rather than withholding readily disclosable records until every category has been processed.

II. THE CITY'S OWN TERMINATION DEADLINE MAKES EXPEDITED PRODUCTION ESSENTIAL

Pasadena cannot reasonably disregard the practical consequences of its decision to impose a deadline requiring RBR to surrender possession of the Equestrian Center.

The City is aware that RBR disputes the termination and has repeatedly requested documentation substantiating the City's position.

The records sought may be material to the evaluation of contractual remedies, infrastructure ownership, and potential emergency court proceedings.

Every day of unnecessary delay reduces the time available for RBR to evaluate the evidence before the City's imposed deadline.

Although the termination notice does not automatically alter the CPRA's statutory response periods, the urgency of the circumstances strongly supports expedited processing.

The City is therefore requested to prioritize disclosure and provide an immediate production schedule.

III. RECORDS THAT MUST RECEIVE PRIORITY

RBR demands priority production of all existing, nonexempt records responsive to Request No. 0047494, particularly:

1. Maintenance reports, inspection records, notices of violation, photographs, and other documents supporting allegations referenced in the termination correspondence.
2. Insurance records, compliance correspondence, and any reports relied upon to support the City's decision.
3. Nonprivileged staff recommendations, administrative reports, and communications concerning the termination.
4. Records identifying the chronology of the termination decision and any official authorization or approval.
5. Correspondence and records concerning complaints against RBR and Myrtle Hill Farm, including any investigations or findings.
6. Nonexempt records concerning the September 8, 2026 City Council proceedings and the City's subsequent termination decision.

7. Prior RFP documents, facility inventories, and records identifying ownership of infrastructure and improvements.
8. Nonexempt communications concerning prospective replacement operators and future use of the Pasadena Equestrian Center.

These categories are intended to identify urgent priorities within the existing request, not to narrow or withdraw any portion of it.

IV. AN AUTOMATED RECEIPT IS NOT A COMPLETE STATUTORY RESPONSE

The City's acknowledgment states that it will research the request and contact the requester if questions arise.

That response does not identify the documents to be disclosed, the anticipated production date, or the City's position concerning any claimed exemptions.

RBR recognizes that the City may still be within the statutory period for making its initial determination.

Nevertheless, the City is formally requested to act immediately rather than exhaust the available response period when readily identifiable records may already be available.

If the City intends to invoke an extension, it must comply with the applicable requirements of Government Code § 7922.535.

If responsive documents are withheld, the City must identify the applicable legal basis for withholding in accordance with the CPRA.

V. DEMAND FOR WRITTEN CONFIRMATION WITHIN 24 HOURS

RBR demands that the City provide the following within 24 hours:

1. Written confirmation identifying the official responsible for processing Request No. 0047494.
2. Immediate electronic production of all responsive, nonexempt records presently available for release.
3. A written schedule for rolling production of remaining records.
4. Identification of any categories requiring additional review and the reasons for that review.
5. Confirmation that all relevant records, including electronic communications and attachments, are being preserved.
6. Confirmation that this request is being coordinated with prior related CPRA Request No. **0047452**, without treating either request as withdrawn or superseded.

The 24-hour period is a demand for voluntary expedited action and does not purport to replace the CPRA's statutory deadlines.

VI. NOTICE OF POTENTIAL LITIGATION

RBR expressly reserves the right to seek judicial enforcement under Government Code § 7923.000 et seq. if the City unlawfully withholds responsive nonexempt records or fails to comply with applicable disclosure obligations.

RBR will evaluate whether any failure to disclose, unreasonable delay, or unsupported withholding warrants appropriate court intervention.

The City is further requested to preserve all responsive records and associated electronic information in anticipation of potential litigation concerning the termination and related property disputes.

The City should not assume that it can enforce its termination deadline while treating the disclosure of documents supporting that decision as an administrative matter without urgency.

VII. FINAL DEMAND

For six consecutive days, RBR has sought substantive engagement concerning the City's termination decision.

The City has been asked to provide meetings, explanations, and the underlying documentary record.

Now, through Request No. 0047494, the City has formally acknowledged receipt of another request seeking records relevant to that decision.

RBR demands immediate disclosure of all presently available nonexempt records and a definite schedule for producing the remainder.

Pasadena has chosen to impose a deadline on RBR's continued occupancy.

The City should apply comparable urgency to providing the public records necessary to scrutinize its own decision.

RBR expects written confirmation within 24 hours and immediate commencement of production.

All rights, claims, defenses, and remedies are expressly reserved.

Sincerely,

Katherine Ginzton
Operations Manager, Rose Bowl Riders
Owner, Myrtle Hill Farm

CPRA Request: 0047494
Related CPRA Request: 0047452

Sent from my iPhone

On Oct 12, 2026, at 8:32 AM, Greg Hedrick <myrtlehillfarm1@yahoo.com> wrote:

Dear Mayor Gordo, Members of the City Council, and City Attorney:

This correspondence constitutes a formal addendum to our previous notices concerning the City's termination of Rose Bowl Riders (RBR), the disputed legal basis for that termination, the ownership of substantial equestrian infrastructure, and the City's handling of public records.

Newly reviewed correspondence raises serious questions concerning the impartiality, integrity, and administration of the City's process for determining the future operator of the Pasadena Equestrian Center.

The attached five-page email chain, dated May 13 through June 3, 2026, documents communications between Cornelia Seiffert and personnel using the City's official Equestrian Center RFP email account. The correspondence also identifies Koko Panossian and Jeffrey Hernandez as recipients of communications concerning the matter.

These records are particularly significant because Ms. Seiffert simultaneously expressed interest in organizing a prospective competing bid, advocated for an alternative operator, and communicated allegations against RBR and Myrtle Hill Farm.

The issue is not whether a resident may criticize RBR or express interest in competing for a City contract. Both are legitimate activities. The issue is whether City personnel maintained a fair and consistently administered procurement process while receiving such communications—and whether those communications subsequently influenced the termination of the existing operator.

I. THE DOCUMENTARY EVIDENCE

The attached correspondence establishes the following chronology.

May 13, 2026 — Inquiry Concerning Competing Proposals

Ms. Seiffert contacted the City's Equestrian Center RFP account requesting access to bids for operation of the facility.

The City responded that a contract had not been awarded and that the requested information was unavailable to the public, describing that position as consistent with the Public Records Act and supported by the City Attorney.

Ms. Seiffert subsequently asked about the anticipated award or reissuance of the RFP.

The City responded that no timeline had been established.

These exchanges demonstrate that City personnel understood the correspondence to concern an active or prospective operator-selection process.

May 14, 2026 — Expression of Interest in a Competing Bid

Ms. Seiffert informed the City that she had a group of experienced equestrians and professionals potentially interested in forming a nonprofit organization, raising capital, and submitting a bid.

She simultaneously criticized RBR's existing leadership and Myrtle Hill Farm, alleging exclusion of other trainers and conflicts of interest.

This is a material distinction.

The City was not merely receiving commentary from a member of the public. It was receiving advocacy from an individual who had expressly identified a potential interest in competing for operation of the facility.

May 21–22, 2026 — Direct Communication With City Personnel

On May 21, the City's RFP account offered to arrange a telephone conversation with Ms. Seiffert.

Later that day, Ms. Seiffert indicated that she was available to speak on Friday.

On May 22, Ms. Seiffert thanked Enrique for speaking with her that day and stated that she had provided material to the United States Equestrian Federation concerning what she considered animal-welfare issues.

The documents therefore support that a conversation occurred, although they do not establish its full content.

June 2, 2026 — Advocacy for an Alternative Operator and Removal of Myrtle Hill Farm

Ms. Seiffert again contacted Enrique and urged the City to consider an alternative to RBR's current leadership and Myrtle Hill Farm.

She specifically suggested Ride On as an alternative operator, alleged deficiencies in oversight and compliance, and advocated for Myrtle Hill Farm's removal.

She also referred to individuals who she believed could assist Ride On in managing boarding operations.

These were Ms. Seiffert's allegations and proposals. Their truth is not established by their inclusion in the email.

June 3, 2026 — Internal Distribution to Senior City Personnel

The City's RFP account forwarded Ms. Seiffert's June 2 correspondence to Koko Panossian and Jeffrey Hernandez, with the message:

"FYI….."

The forwarding email was signed Enrique.

This establishes that advocacy favoring an alternative operator and criticizing the incumbent was circulated internally to additional City personnel.

It does not establish that those officials agreed with the allegations or relied upon them. That is precisely why the City must disclose the subsequent decision-making record.

II. THE CITY MUST EXPLAIN WHETHER THE PROCUREMENT PROCESS WAS IMPARTIAL

Public procurement requires more than the appearance of an open competition.

Where applicable procurement rules, solicitation terms, or City policies require equal treatment, consistent access to information, or restricted communications, those requirements must be applied uniformly.

The attached correspondence raises questions about whether prospective bidders and the existing operator were afforded equivalent opportunities to communicate with City decision-makers.

RBR requests identification of all applicable procurement rules and communication protocols, including whether interested parties were permitted to discuss the merits of competing operators privately with City personnel.

If the City provided a potential competitor with individualized access to personnel involved in evaluating the future of the facility, the City must explain whether comparable access was available to other interested parties and how those communications were documented.

A private conversation is not inherently unlawful. Nor is receiving criticism of an incumbent.

However, **undocumented or inconsistently managed bidder communications can compromise the defensibility of a procurement when they affect evaluations, access to information, or the treatment of competing proposals.**

III. THE CONNECTION TO RBR'S TERMINATION REQUIRES INDEPENDENT INVESTIGATION

The timing and substance of these communications are relevant to the City's subsequent decision to terminate RBR's tenancy.

The record now reflects that City personnel received allegations concerning RBR, proposals for alternative management, and requests to remove Myrtle Hill Farm months before the termination notice.

The City must determine whether those allegations or proposals were considered in connection with termination.

Specifically:

- Were Ms. Seiffert's allegations investigated or independently verified?
- Were they incorporated into staff reports, recommendations, or communications with decision-makers?
- Did City personnel discuss replacing RBR or Myrtle Hill Farm with Ride On or another operator?
- Were RBR representatives given an opportunity to respond to factual allegations if those allegations were relied upon?
- Did any City employee involved in the communications subsequently participate in preparing or recommending termination?
- Were any prospective bidders given nonpublic information or procedural advantages?

If the termination was influenced by unverified allegations or a predetermined preference for a successor operator, those facts could materially affect the evaluation of the City's contractual conduct, the credibility of its stated rationale, and any claim that the decision-making process was impartial.

The correspondence does not yet prove that outcome. It establishes a factual basis for demanding an explanation and the underlying records.

IV. POTENTIAL LEGAL THEORIES AND CONSEQUENCES

A. Breach of Contract and the Implied Covenant of Good Faith and Fair Dealing

If the City's conduct violated enforceable provisions of RBR's governing agreements, RBR may pursue contract remedies.

Evidence that officials sought to favor a successor operator could become relevant to the City's conduct, particularly if the lease imposed obligations that the City failed to honor.

However, a preference for another operator would not independently invalidate an otherwise lawful termination right.

B. Procurement Rules, Equal Treatment, and Administrative Fairness

If Pasadena's municipal procurement rules or the governing RFP prohibited unequal bidder access, unauthorized communications, or undisclosed evaluation

criteria, a violation could support an appropriate administrative or judicial challenge.

RBR demands disclosure of the actual rules applicable to the 2026 communications.

The City should not be permitted to rely upon general assurances of fairness where the underlying communications and evaluation records can be examined.

C. California Public Records Act

The May–June correspondence identifies additional categories of records potentially responsive to RBR's existing requests.

RBR requests all nonexempt communications concerning Ms. Seiffert, prospective competing operators, Ride On, RBR, Myrtle Hill Farm, and the City's decision concerning the facility.

This includes available records of the May 22 conversation, subsequent internal discussions, and communications involving the officials to whom the June 3 email was forwarded.

D. Injunctive and Declaratory Relief

If evidence establishes an enforceable legal right that is threatened by termination or successor implementation, RBR may seek declaratory relief under Code of Civil Procedure § 1060 and appropriate injunctive relief under § 526.

An injunction is not automatic, and litigation alone does not prohibit a new RFP.

Nevertheless, a court order protecting possession or disputed infrastructure could materially restrict the City's ability to implement a successor operating agreement.

V. HOW THESE COMMUNICATIONS COULD ADVERSELY AFFECT A FUTURE RFP

The City should be concerned not only about whether the prior process was fair, but also whether prospective operators will trust the next one.

A qualified applicant considering operation of the Pasadena Equestrian Center would reasonably evaluate the consistency of the City's procurement procedures, the reliability of information provided, the legal status of the facility, and the likelihood of litigation.

If City personnel are perceived as privately entertaining advocacy from prospective competitors while the incumbent's future is being determined, serious applicants may question whether the process is genuinely open.

That perception could have several consequences.

Reduced participation. Qualified organizations may decline to incur legal, financial, and consulting expenses preparing proposals if they lack confidence that published criteria will determine the award.

Increased bid costs. Applicants may need additional legal review and due diligence to assess the City's handling of communications, disputed infrastructure, and potential litigation.

Conditional proposals. Sophisticated applicants may condition their offers on clear title or rights to improvements, uncontested possession, litigation resolution, or indemnification.

Higher operating costs. Applicants may price legal uncertainty, infrastructure replacement, delayed access, and transition risk into their proposals.

Potential challenges to an award. If the City fails to follow binding procurement rules or offers property rights it cannot lawfully deliver, a successor award may become subject to judicial challenge.

Damage to procurement credibility. The City's ability to attract experienced operators may suffer if applicants believe decisions are influenced by undisclosed advocacy rather than published evaluation criteria.

These are foreseeable risks, not proof that any applicant has already withdrawn or that a future RFP would necessarily fail.

A City seeking qualified, financially capable, long-term operators must demonstrate that its selection process is transparent, impartial, and governed by objective criteria.

VI. THE CITY'S ABILITY TO IMPLEMENT A SUCCESSOR AGREEMENT MAY BE RESTRICTED

The procurement concerns are compounded by the existing dispute over RBR-owned infrastructure.

RBR maintains that the City has acknowledged ownership of substantial improvements in prior leases and RFP documentation.

The City must establish which improvements it can lawfully make available to a successor operator.

If litigation establishes RBR's ownership and a threatened violation of its rights, RBR may seek relief preventing unauthorized transfer, alteration, removal, or use of those improvements.

Such an order could affect the practical implementation of a successor agreement, even if the City remains free to publish an RFP.

The City cannot eliminate contractual or property disputes simply by awarding operation of the facility to a third party.

Nor should it make commitments to prospective bidders without adequately identifying disputed property interests and litigation risks.

VII. INDEPENDENT REVIEW IS NECESSARY TO RESTORE CONFIDENCE

The City should not assign sole responsibility for reviewing these communications to the same personnel whose conduct is being examined.

RBR requests an independent assessment by the City Attorney or appropriately independent outside counsel of:

1. The applicable procurement and communication rules.
2. The May 22 conversation and any related notes or follow-up communications.
3. Whether Ms. Seiffert or any associated prospective operator received preferential information or access.
4. Whether comparable opportunities were provided to RBR and other interested applicants.
5. Whether the allegations against RBR were verified before any official reliance upon them.
6. Whether the June 3 forwarded correspondence influenced termination recommendations or future procurement planning.
7. Whether any actual financial or organizational conflict requiring disclosure or recusal existed.
8. Whether personnel involved in the disputed communications should participate in a future RFP evaluation.

The appearance of possible partiality is sufficient to justify an independent review. A legal finding of improper favoritism would require additional evidence.

VIII. FORMAL DEMANDS AND PRESERVATION NOTICE

RBR requests that the City:

1. Preserve the complete May–June email chain in native electronic form, including available attachments and metadata.
2. Preserve records of communications with Ms. Seiffert, Ride On, and any other prospective operator concerning the Pasadena Equestrian Center.
3. Produce all nonexempt records of the May 22 telephone conversation and any subsequent discussions.
4. Identify the City personnel responsible for evaluating potential operators and recommending termination.

5. Disclose the procurement rules, evaluation criteria, bidder-contact policies, and conflict-of-interest procedures applicable during the relevant period.
6. State whether Ms. Seiffert's allegations were relied upon in recommending or approving termination.
7. Explain whether any future RFP will be administered by personnel independent of the communications under review.
8. Agree to a written standstill on termination enforcement and successor implementation while the parties evaluate the contractual and property issues.
9. Preserve all records concerning the previous unsuccessful RFP and any contemplated successor procurement.
10. Provide a substantive written response concerning the proposed independent review and standstill within five business days.

These records requests supplement CPRA Request No. 0047452. Applicable statutory deadlines remain unchanged.

IX. FINAL NOTICE TO THE CITY COUNCIL

The City cannot credibly ask the public or prospective operators to trust the integrity of its next RFP while leaving substantial questions about the administration of the previous process unanswered.

The attached communications do not, standing alone, prove unlawful favoritism, a predetermined termination, or an improper agreement with a prospective competitor.

They do establish that City personnel received direct advocacy from an individual interested in a competing operating arrangement, engaged in a telephone conversation with that individual, and forwarded her allegations and proposals to additional officials.

Those facts warrant examination.

The City Council must now determine whether Pasadena's decisions concerning an 80-year-old nonprofit were based upon documented contractual grounds and consistently administered procedures—or whether outside advocacy was allowed to influence a process that should have been conducted impartially.

Failure to address these questions may expose the City to additional litigation, procurement uncertainty, increased operating costs, and diminished confidence among the qualified organizations it may later seek to attract.

RBR requests that the Mayor and Council direct an independent review, require preservation and production of relevant records, and reconsider proceeding with termination or successor implementation before these matters are adequately addressed.

RBR expressly reserves all rights, claims, defenses, and remedies. Nothing in this addendum constitutes a waiver of any statutory or contractual deadline.

Sincerely,

Katherine Ginzton
Operations Manager, Rose Bowl Riders
Owner, Myrtle Hill Farm

Reference: CPRA Request No. 0047452

Attachment A: May 13–June 3, 2026, email correspondence between Cornelia Seiffert and the City of Pasadena Equestrian Center RFP account, including the June 3 internal forwarding email to Koko Panossian and Jeffrey Hernandez.

<Enrique and C Sieffert talking during RFP process May-June 2026.pdf>

Sent from my iPhone

On Oct 10, 2026, at 12:09 PM, Greg Hedrick <myrtlehillfarm1@yahoo.com> wrote:

Dear City Attorney:

This constitutes my fourth formal communication within 72 hours concerning the City of Pasadena's termination of Rose Bowl Riders (RBR), Pasadena's fifth-oldest nonprofit organization.

Seventy-two hours have now passed without a substantive response to our demands for the documentary evidence and legal justification supporting the termination.

Although the City has issued an administrative acknowledgment assigning Public Records Request No. **0047452**, no responsible official has identified the evidence supporting the City's decision, addressed the factual discrepancies previously raised, or agreed to expedited production.

This latest failure to communicate follows a recurring pattern of unanswered correspondence, unsuccessful requests for meetings, and administrative delays affecting RBR's continued operation.

The City has imposed a termination deadline upon RBR while retaining control over the records necessary for RBR and its legal counsel to evaluate and challenge that decision.

The City Attorney is hereby placed on formal notice of the legal obligations and foreseeable prejudice arising from this situation.

I. REPEATED NONRESPONSE

JEFFREY HERNANDEZ

During the preceding 30 days, RBR's President has repeatedly emailed Jeffrey Hernandez requesting a meeting and clarification concerning RBR's future at the Pasadena Equestrian Center.

The President has also placed multiple telephone calls.

Based upon RBR's records, these repeated emails and telephone calls to Jeffrey Hernandez have received no substantive response.

Instead, the City issued its termination notice.

The documented sequence raises legitimate questions regarding whether RBR's repeated attempts to obtain a meeting were considered in connection with the City's decision to terminate its tenancy.

While chronology alone does not establish retaliation, it provides a sufficient basis to demand existing records concerning the timing of the decision and the handling of RBR's communications.

Accordingly, RBR requests all nonexempt emails, telephone logs, calendar entries, memoranda, meeting notes, and internal communications concerning these requests and the subsequent termination.

II. STATUTORY RIGHT TO ACCESS PUBLIC RECORDS

The City Attorney is specifically directed to the following provisions of California law.

Government Code 7922.500 Prohibition Against Delay or Obstruction

The California Public Records Act expressly provides that nothing in the Act permits a public agency to delay or obstruct the inspection or copying of public records.

RBR requests that the City evaluate its handling of Request No. 0047452 in light of this prohibition.

Government Code 7922.525 Right to Inspect Public Records

Public records are generally open to inspection during agency office hours, subject to applicable exemptions. Reasonably segregable nonexempt portions must be made available.

RBR therefore requests immediate inspection access to readily identifiable, nonexempt records relating to the termination.

Government Code 7922.530 Prompt Production of Records

This section requires public agencies to make reasonably identified, nonexempt records promptly available upon request, subject to applicable duplication fees.

The City must not treat the statutory period for making an initial disclosure determination as an automatic justification for delaying production of records that are ready for release.

Government Code 7922.535 Mandatory Determination and Response Deadlines

The City generally must determine within 10 calendar days whether the request seeks disclosable records and notify the requester of its determination and reasons.

If records are disclosable, the City must provide an estimated date and time when they will be available.

Any extension must comply with the statute's requirements concerning unusual circumstances, written notice, and the applicable maximum extension.

Government Code 7922.000 and 7922.540 Burden of Justifying Withholding and Written Denials

The City bears the burden of justifying withheld records under applicable law.

Any denial, in whole or in part, must comply with the statutory requirements for written notice, including identification of the responsible officials.

Government Code 7922.570 Electronic Records

Nonexempt public records maintained electronically must be made available electronically upon request, subject to the statute's conditions.

RBR expressly requests electronic production of responsive emails, correspondence, reports, spreadsheets, memoranda, and other electronically maintained records in formats authorized by this section.

Government Code 7922.600 Duty to Assist Requesters

The City must provide reasonable assistance in identifying responsive records, explaining where relevant records are maintained, and suggesting ways to overcome practical obstacles to disclosure.

If the City believes clarification is necessary, it should identify the specific issue promptly rather than allow avoidable uncertainty to delay processing.

III. CITY-CREATED PREJUDICE AND DEMAND FOR EXPEDITED DISCLOSURE

The City has imposed a fixed termination deadline affecting RBR's possession, operations, members, horses, contractual relationships, and substantial infrastructure.

Meanwhile, the City retains records directly relevant to whether the termination was factually supported, contractually authorized, and procedurally proper.

Every day of unnecessary delay diminishes the time available for RBR's attorneys to review the evidence, assess potential claims, and determine whether judicial intervention is necessary before the termination becomes effective.

RBR therefore demands the following voluntary expedited timetable:

1. **Within 24 hours:** Written identification of the official supervising Request No. 0047452 and confirmation of whether expedited handling has been approved.
2. **Within three business days:** Initial production of readily available, nonexempt records supporting the City's termination allegations.
3. **On a rolling basis:** Production of additional nonexempt responsive records as they become available.
4. **Promptly:** A written schedule identifying the anticipated dates for remaining production.
5. **Within 24 hours:** A written response concerning the requested termination extension or standstill agreement.

These accelerated deadlines are requested in light of the termination's urgency; they do not replace the statutory CPRA timetable.

IV. PRIORITY RECORDS SUBJECT TO DISCLOSURE

RBR reiterates its request for the following categories of existing records:

Maintenance and insurance: Inspection reports, deficiency notices, correspondence, insurance requirements, alleged violations, and records concerning opportunities to cure.

Public-benefit programming: Records identifying RBR's alleged contractual obligations, missed lessons, the City's Ride On purchase order, and related communications.

Termination decision: Staff recommendations, reports, memoranda, approvals, and communications reflecting the decision-making process.

Jeffrey Hernandez: Communications concerning the RBR President's repeated requests for meetings, including internal discussion of those requests and any relationship to the termination decision.

Barry Glockson: Communications involving Glockson and City officials concerning RBR's RFP, tenancy, or termination, including existing records of any conflict-of-interest or Brown Act compliance review.

October 6 agenda removal: Records concerning the removal of RBR from the Parks and Recreation agenda and the City's reference to "pending litigation."

RBR requests that all reasonably segregable nonexempt material be produced even where portions of a responsive record may be lawfully withheld.

V. DEMAND FOR WRITTEN STANDSTILL AGREEMENT

Because the City has imposed a termination deadline while controlling the requested records, RBR formally requests a written agreement to:

1. Extend the termination deadline for a reasonable period permitting disclosure and legal review.
2. Refrain from enforcing the termination or pursuing possession during that agreed period.
3. Preserve the parties' respective rights and positions.
4. Permit RBR's legal counsel a meaningful opportunity to evaluate the records and determine appropriate next steps.

No extension or tolling is assumed absent an express written agreement.

VI. PRESERVATION OF EVIDENCE

Litigation concerning RBR's termination is reasonably anticipated.

The City is therefore requested to preserve all potentially relevant evidence, including emails, text messages, call logs, calendar records,

meeting notes, reports, drafts, electronic files, and communications involving Jeffrey Hernandez, Barry Glockson, the Mayor, Councilmembers, and City management.

The City should suspend routine deletion practices affecting relevant records and communicate appropriate preservation instructions to responsible personnel.

VII. STATUTORY ENFORCEMENT AND CONSEQUENCES OF NONCOMPLIANCE

Government Code 7923.000 and 7923.100 Judicial Enforcement

Where a requester alleges that a public agency has improperly withheld public records, California law provides procedures for seeking judicial relief in Superior Court.

RBR reserves the right to pursue such relief if the City fails to comply with its statutory obligations.

Government Code 7923.115 Attorney's Fees and Costs

A requester who prevails in qualifying CPRA litigation is entitled to reasonable attorney's fees and court costs under the statute.

If the City improperly withholds records or engages in legally actionable delay, RBR reserves the right to seek judicial enforcement and recover fees and costs where authorized.

RBR further reserves the right to seek appropriate injunctive, declaratory, or other relief concerning the termination where an independent legal basis exists.

Any demonstrated prejudice resulting from the City's handling of the records request may be presented in subsequent proceedings to the extent legally relevant.

VIII. FINAL DEMAND FOR IMMEDIATE RESPONSE

Seventy-two hours have passed without a substantive response. Based upon RBR's records, its President has also spent the preceding 30 days repeatedly attempting to communicate with Jeffrey Hernandez without receiving a substantive reply.

The City has nevertheless imposed a termination deadline without providing the requested evidentiary foundation for its decision.

I request that the City Attorney respond within 24 hours confirming:

1. Who is responsible for expedited processing of CPRA Request No. 0047452.
2. When the first responsive records will be produced.
3. Whether the City will agree to a written extension or standstill.
4. Whether relevant preservation instructions have been issued.
5. Whether the City Attorney will review the unanswered meeting requests and the timing of the termination.

The City cannot reasonably impose a deadline that threatens the continued existence of an 80-year-old Pasadena institution while allowing avoidable administrative delays to diminish the time available for meaningful legal review.

RBR expressly reserves all rights, claims, defenses, objections, and remedies. Nothing in this correspondence waives or extends any applicable deadline.

I expect your immediate written response.

Sincerely,

Katherine Ginzton
Operations Manager, Rose Bowl Riders
Owner, Myrtle Hill Farm

Sent from my iPhone

> On Oct 9, 2026, at 12:09 PM, Greg Hedrick <myrtlehillfarm1@yahoo.com> wrote:
>
> To the Mayor of Pasadena, Members of the City Council, City Manager, City Attorney, and Department of Parks, Recreation and Community Services:
>
> **This constitutes my third formal correspondence within 48 hours concerning the City of Pasadena's termination of Rose Bowl Riders (RBR), Pasadena's fifth-oldest nonprofit organization.**
>
> Forty-eight hours have passed without a single acknowledgment, substantive response, or identification of the evidence supporting the City's decision to terminate an institution that has served Pasadena for 80 years.

The City's continued silence is unacceptable from a standpoint of governmental transparency and public accountability, particularly given the substantial factual discrepancies, documented communications, and potential conflicts of interest that have now been brought to its attention.

I. FAILURE TO SUBSTANTIATE THE CITY'S TERMINATION ALLEGATIONS

The City's termination cites alleged deferred maintenance, failures to provide public-benefit riding lessons, and insurance deficiencies.

Despite repeated written demands, the City has failed to produce the contemporaneous inspection reports, notices of violation, correspondence, contractual provisions, or other records substantiating these allegations.

Of particular concern is the City's January 30, 2026 correspondence from Enrique Arroyo expressly confirming that the City had an existing purchase order with Ride On to provide riding lessons, with the Department intending to continue that arrangement through June 30, 2026.

The City has provided no explanation reconciling that arrangement with its subsequent allegations concerning RBR's failure to provide public-benefit programming.

The City must identify the specific contractual obligations allegedly breached, the dates of alleged nonperformance, and the evidence relied upon in reaching its decision.

II. DOCUMENTED COMMUNICATIONS INVOLVING PASADENA POLICE DEPARTMENT EMPLOYEE BARRY GLOCKSON

Newly presented documentary evidence raises serious concerns regarding the possibility of improper influence upon the City's decision-making process.

In March 2026, Pasadena Police Department employee Barry Glockson was notified that his stall privileges at RBR would be terminated following repeated delinquency in boarding and feed payments.

RBR's records establish that Glockson owed $2,370 as of March 2026. Although the outstanding balance was subsequently paid, the RBR Board maintained its decision to terminate his stall privileges.

On March 24, 2026, Glockson responded from his official City of Pasadena email account, stating:

"I was speaking with the mayor this week regarding your RFP…"

He further stated:

"I will be sure to share the news you've evicted a member of the city's mounted unit from city property…"

This communication is significant for several reasons.

First, Glockson expressly represented that he had been discussing RBR's RFP with the Mayor.

Second, he indicated his intention to introduce his personal dispute with RBR into those discussions.

Third, the correspondence originated from an official City email account and referenced Glockson's supervisory responsibilities involving City parks.

These facts warrant investigation into whether a City employee attempted to use his governmental position and access to an elected official to influence official action involving an organization with which he had a personal financial dispute.

The subsequent termination of RBR does not, by itself, establish a causal connection. Nevertheless, the City must disclose the relevant communications and determine whether this dispute influenced any recommendation, deliberation, or decision affecting RBR's tenancy.

III. POLITICAL EARWIGGING, POTENTIAL IMPROPER INFLUENCE, AND BROWN ACT CONCERNS

The March 24 correspondence also raises questions regarding what may be characterized as political earwigging: the use of private access to an elected official to advance a personal grievance concerning governmental business.

The City should investigate whether Glockson communicated allegations or recommendations concerning RBR to Mayor Victor Gordo, whether those communications were subsequently conveyed to other officials, and whether they influenced any City action.

The Ralph M. Brown Act, Government Code § 54950 et seq., including § 54952.2, restricts certain serial communications through which a majority of a legislative body discusses, deliberates, or takes action on public business outside an authorized meeting.

A private conversation between the Mayor and one employee does not independently establish a Brown Act violation. However, the City must determine whether that conversation became part of a prohibited serial discussion or other decision-making process inconsistent with applicable open-meeting requirements.

The following questions require examination:

1. What communications occurred between Glockson and Mayor Gordo concerning RBR, its RFP, or its tenancy?
2. Did Glockson raise his personal boarding dispute with the Mayor or other City officials?
3. Were any allegations, recommendations, or requests from Glockson transmitted to other Councilmembers or City decision-makers?
4. Did any such communications contribute to collective deliberation outside a properly noticed public meeting?
5. Did any official disclose or evaluate the potential conflict between Glockson's personal interests and his governmental position?
6. Were Glockson's communications considered in connection with the decision to terminate RBR?

The City cannot simply dismiss these questions as unrelated private matters when a City employee's own correspondence expressly connects his personal dispute to discussions concerning RBR's RFP with the Mayor.

IV. PUBLIC ACCOUNTABILITY AND THE MAYOR'S POLITICAL RESPONSIBILITIES

These issues also carry substantial implications for public confidence in the Mayor's administration and the City's decision-making process.

The Mayor's involvement in discussions concerning a longstanding nonprofit organization, particularly where a City employee has identified a personal dispute with that organization, warrants transparency and careful examination.

Any elected official pursuing higher public office in California remains accountable for the manner in which governmental authority is exercised, including the handling of potential conflicts of interest, open-government requirements, and the treatment of organizations operating on public property.

The public is entitled to determine whether decisions affecting an 80-year-old Pasadena institution were made through an impartial and properly documented governmental process, rather than influenced by private grievances or undisclosed communications.

RBR does not presume misconduct by the Mayor. It demands the records and explanations necessary to evaluate the facts.

V. FORMAL DEMAND FOR RECORDS AND WRITTEN RESPONSES

The City is hereby requested to:

1. Immediately acknowledge receipt of all three formal communications and identify the official responsible for responding.
2. Produce all nonexempt responsive records substantiating the termination allegations, including maintenance reports, inspection records, notices, insurance correspondence, and public-benefit programming records.
3. Identify the contractual provisions allegedly breached by RBR and explain the relationship between those obligations and the City's Ride On agreement.
4. Identify the factual and legal basis for removing RBR from the October 6 Parks and Recreation agenda under the designation of "pending litigation."

5. Produce all nonexempt responsive communications between Barry Glockson, Mayor Gordo, City Councilmembers, City management, and other City personnel concerning RBR, its RFP, boarding operations, tenancy, or termination.
6. Produce any existing records concerning conflict-of-interest reviews, ethics referrals, Brown Act compliance evaluations, or internal investigations involving these communications.
7. Identify the City personnel involved in recommending, reviewing, authorizing, or approving the termination and produce existing records reflecting their roles.
8. Confirm that potentially relevant records are being preserved.

VI. CALIFORNIA PUBLIC RECORDS ACT AND NOTICE TO PRESERVE EVIDENCE

This correspondence reiterates and supplements the prior formal requests under the California Public Records Act, Government Code § 7920.000 et seq.

The City is expected to comply with Government Code § 7922.535, including its statutory obligation to make a timely determination regarding disclosure, subject to any legally authorized extension.

The City is also formally requested to preserve all potentially relevant evidence, including emails, text messages, electronic communications, meeting notes, staff reports, internal memoranda, and correspondence involving City officials or third parties.

Given the disputed termination and reasonably anticipated litigation, the City should immediately suspend routine deletion or destruction of potentially relevant records and ensure that appropriate preservation instructions are communicated to all relevant custodians.

Any withholding of responsive records must be supported by an applicable legal exemption. If no responsive records exist following a reasonable search, the City should expressly state that determination.

VII. NOTICE OF POTENTIAL LEGAL ACTION AND RESERVATION OF RIGHTS

The combination of disputed termination allegations, unanswered requests for evidence, unexplained governmental actions, and documented communications involving a City employee with a personal dispute against RBR raises substantial questions concerning the factual foundation and integrity of the City's decision-making process.

These matters warrant prompt examination by the City Attorney and appropriate independent reviewers.

RBR expressly reserves all rights, claims, defenses, and remedies available under California law, including the right to challenge the termination, seek enforcement of public-records obligations, and pursue any other appropriate administrative or judicial relief.

Nothing in this correspondence constitutes a waiver of any applicable right, remedy, objection, or deadline.

VIII. FINAL REQUEST FOR IMMEDIATE ACKNOWLEDGMENT

The City has exercised its authority to terminate an organization that has served the Pasadena community for eight decades.

It must now account for the evidence, communications, and governmental process underlying that decision.

Forty-eight hours have passed. Three formal communications have been sent. Not one acknowledgment has been received.

The City is requested to immediately acknowledge this correspondence, identify the responsible official, and provide a written timetable for addressing the outstanding demands.

The City of Pasadena cannot reasonably demand accountability from its nonprofit tenants while declining to provide basic transparency concerning its own actions.

The public deserves answers. Rose Bowl Riders deserves a documented explanation. The City must account for its decision.

Sincerely,

Katherine Ginzton
Operations Manager, Rose Bowl Riders
Owner, Myrtle Hill Farm

<2025 - 2026 email chain Barry Glockson.pdf>

Sent from my iPhone

On Oct 8, 2026, at 12:09 PM, Greg Hedrick <myrtlehillfarm1@yahoo.com> wrote:

To the Pasadena Mayor, City Council, City Manager, City Attorney, and Department of Parks, Recreation and Community Services:

I am following up on my prior correspondence demanding the documentary evidence and legal justification supporting the City of Pasadena's termination of Rose Bowl Riders (RBR), Pasadena's fifth-oldest nonprofit organization.

The City's continued failure to acknowledge or substantively address these requests is deeply concerning, particularly given the significant factual discrepancies between the City's stated grounds for termination and its own written communications.

Of particular concern is the City's allegation that RBR failed to provide required public-benefit riding lessons during 2026.

On January 30, 2026, City employee Enrique Arroyo expressly confirmed in writing that the City had an existing purchase order with Ride On to provide riding lessons to City participants, with the Department intending to

continue that arrangement through June 30, 2026.

The City's subsequent reliance upon RBR's alleged failure to provide public-benefit lessons raises a material and unresolved inconsistency in the stated factual basis for termination.

The City cannot reasonably rely upon an alleged failure of contractual performance without identifying the specific obligation, the dates of alleged nonperformance, and the contemporaneous evidence supporting that allegation.

Accordingly, I formally demand that the City:

1. **Identify the precise contractual provisions** allegedly breached by RBR, including an explanation of how those obligations operated alongside the City's existing Ride On agreement.
2. **Produce the complete documentary record** supporting the City's allegations concerning deferred maintenance, unperformed repairs, public-benefit programming, participation, and insurance deficiencies, including all notices, inspection reports, correspondence, and records of alleged noncompliance.
3. **Provide a detailed accounting** of every allegedly missed public-benefit lesson, including the date, scheduled time, responsible provider, and documentation establishing RBR's obligation to provide that lesson.
4. **Identify the legal and factual basis** for removing RBR from the October 6, 2026 Parks and Recreation agenda under the characterization of "pending litigation," including whether any litigation has been filed or formally threatened.
5. **Confirm preservation of all relevant records**, including internal

communications, emails, text messages, staff reports, and correspondence with third parties concerning the termination decision.

To the extent this correspondence requests identifiable public records, it is also intended as a formal request under the **California Public Records Act, Government Code § 7920.000 et seq.** Please process it accordingly, including the statutory determination required by Government Code § 7922.535. Any withholding must identify the applicable statutory exemption or other legal basis.

If the City possesses records substantiating its allegations, produce them. If responsive records do not exist following a reasonable search, state that expressly. If records are withheld, identify the statutory justification.

The termination of an 80-year-old Pasadena institution is a consequential governmental action that warrants a demonstrable factual foundation, transparency, and accountability.

The City's failure to reconcile these discrepancies raises legitimate questions regarding the accuracy and completeness of the information relied upon in reaching its decision.

RBR expressly reserves all rights and remedies available under applicable law, including the right to challenge the factual and legal grounds for termination and seek judicial review or other appropriate relief.

Please immediately acknowledge receipt and confirm that this request has been referred to the appropriate records custodian. We expect the City's statutory response within the time prescribed by California law.

Sincerely,

Katherine Ginzton
Operations Manager, Rose Bowl Riders
Owner, Myrtle Hill Farm

EXHIBIT A — CITY OF PASADENA CORRESPONDENCE

From: Arroyo, Enrique
earroyo@cityofpasadena.net
Date: Fri, Jan 30, 2026 at 4:12 PM
Subject: RE: Meeting request from RBR
To: Hernandez, Jeffrey
jehernandez@cityofpasadena.net, James, Kenneth kjames@cityofpasadena.net
Cc: Rose Bowl Riders
rosebowlriders@gmail.com, Panossian, Koko
kpanossian@cityofpasadena.net, Perez, Ruben
rPerez@cityofpasadena.net

Hi Everyone,

The City/PRCS is happy to meet with RBR. With regards to the proposed agenda, the City/PRCS currently has a purchase order in place with Ride-On to provide horse riding lessons to our participants. For the sake continuity, the Department hopes to continue with Ride On through the end of the contract, June 30, 2026.

Please note that all program service providers must meet City insurance requirements and submit the appropriate certificates at the time of a contract award.

If RBR still wishes to meet, please send meeting availability starting with the week of February 9.

Have a good weekend!

Enrique

On Oct 7, 2026, at 12:09 PM, Greg Hedrick <myrtlehillfarm1@yahoo.com> wrote:

To Whom It May Concern:

My name is Katherine Ginzton. I am the current Operations Manager for Rose Bowl Riders ("RBR") and the owner of Myrtle Hill Farm.

After reviewing RBR's records, correspondence, and communications with the City, I am requesting clarification and supporting documentation concerning several factual assertions contained in the City's termination correspondence.

Deferred Maintenance and Lack of Repairs

The City's termination references deferred maintenance and/or a failure to make necessary repairs. After reviewing the records presently available to me, I have been unable to locate correspondence in which the City identified specific deferred maintenance, demanded particular repairs, established deadlines for corrective action, or notified RBR that its maintenance of the property constituted a material concern.

Please provide:

- The specific items of deferred maintenance and repairs upon which the City relied in reaching its decision;
- The dates on which each condition was identified;

- Copies of emails, letters, inspection reports, photographs, notices, or other communications notifying RBR of those conditions;
- Any deadlines provided to RBR for corrective action; and
- Any documentation establishing that RBR failed to correct an identified condition after receiving notice.

2025 Public Benefit Lessons

The termination states that the City's required public-benefit lessons were not provided in 2025.

RBR contracted with a service provider to provide those lessons. Please explain the City's factual and contractual basis for concluding that lessons furnished through a contracted service provider did not satisfy RBR's obligation.

If the City's position is that particular required lessons were not provided, please identify the specific dates and times on which lessons were required but allegedly not provided and provide the records supporting that determination.

2026 Public Benefit Lessons

The termination similarly states that the City's public-benefit lessons were not provided in 2026.

However, in April 2026, City employee Enrique Arroyo advised RBR by email that the City had

contracted with Ride On to provide the public-benefit lessons for 2026.

Please explain how RBR could subsequently be cited for failing to provide lessons that the City had informed RBR would be provided pursuant to the City's own contract with Ride On.

If the City nevertheless contends that RBR remained responsible for providing particular lessons, please identify the contractual provision supporting that position and provide the dates, times, and records identifying each lesson the City contends RBR failed to provide.

2022–2023 Public Benefit Participation

The termination also characterizes the public benefit provided during 2022–2023 as limited and refers to limited known participants.

Please provide the records supporting that assertion, including the participant information or participant counts relied upon by the City, the dates of the applicable programs, and the methodology used to determine that participation was insufficient.

Insurance

The termination further states that required insurance was not provided "at times."

That statement is insufficiently specific for RBR to meaningfully evaluate or respond to it. Please identify each period during which

the City contends RBR lacked required insurance, including:

- The beginning and ending dates of each alleged lapse;
- The particular insurance coverage allegedly missing or deficient;
- The applicable contractual insurance requirement;
- Copies of communications notifying RBR of the alleged deficiency;
- Copies of requests from the City for certificates, endorsements, or other insurance documentation; and
- The date upon which the City contends each deficiency was corrected, if applicable.

These questions concern factual assertions the City itself relied upon in taking the extraordinary step of terminating RBR's tenancy after decades of operation at the Pasadena Equestrian Center. RBR is entitled to understand the factual record supporting those assertions.

If the City possesses documentation substantiating these statements, please provide it. If documentation does not exist, or if any statement in the termination was based upon incomplete, inaccurate, or subsequently contradicted information, please identify and correct the record accordingly.

I respectfully request a written response addressing each issue individually rather than a generalized response.

Sincerely,

Katherine Ginzton
Operations Manager
Rose Bowl Riders

Owner
Myrtle Hill Farm