McMillan, Acquanette (Netta)

From: cityclerk
Sent: Wednesday, October 14, 2026 8:42 AM
To: Iraheta, Alba; Jomsky, Mark; Robles, Sandra; Sabha, Tamer; McMillan, Acquanette (Netta); Soo, Christine
Subject: FW: Rose Bowl Riders

From: Greg Hedrick
Sent: Wednesday, October 14, 2026 8:30:02 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>; Klug, David <dklug@cityofpasadena.net>; O'Connell, Dion <doconnell@cityofpasadena.net>; terry.tang@latimes.com <terry.tang@latimes.com>; scott.kraft@latimes.com <scott.kraft@latimes.com>; shelby.grad@latimes.com <shelby.grad@latimes.com>; amy.king@latimes.com <amy.king@latimes.com>; monte.morin@latimes.com <monte.morin@latimes.com>
Subject: Re: Rose Bowl Riders

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Mayor Gordo and Members of the City Council:

Seven days. Repeated written demands. A direct public request at the October 13, 2026 City Council meeting. Still no meeting.

The City of Pasadena has issued a 90-day termination notice threatening the continued existence of Rose Bowl Riders at the Pasadena Equestrian Center, where this nonprofit organization has served the community for approximately eight decades.

Yet the City's elected leadership has failed to schedule a substantive meeting with the organization whose tenancy, operations, and asserted property rights are directly affected.

At the October 13 Council meeting, RBR publicly requested a meeting. City leadership and RBR representatives were present.

The City had an opportunity to facilitate that meeting. No meeting was scheduled.

Compounding this failure, the City's Real Property Manager, Jeffrey Hernandez, has responded to detailed correspondence by repeatedly explaining what the California Public Records Act does not require, while failing to substantively address the separate contractual, property, administrative, and meeting-related demands expressly presented to him.

The City's inability—or unwillingness—to distinguish a public-records request from a formal demand concerning a disputed municipal tenancy is unacceptable.

This letter constitutes formal notice of RBR's objections, a demand for immediate action by authorized City leadership, an expanded public-records request, and notice of potential litigation.

I. THE OCTOBER 13 COUNCIL MEETING — IDENTIFY THE LAW OR STOP INVOKING PROCEDURE AS AN OBSTACLE

On October 13, RBR asked City leadership to arrange a meeting.

RBR did not request an unagendized vote reversing the termination. It requested that the City identify its representatives and schedule a future discussion.

Government Code § 54954.2(a)(3), part of the Ralph M. Brown Act, generally restricts substantive discussion or action on matters absent from the posted agenda. It nevertheless permits limited responses to public comment, referrals to staff, requests for future reports, and steps to place matters on a future agenda, subject to applicable procedures.

RBR demands identification of any municipal ordinance, City Charter provision, Council rule, California statute, or federal law that the City contends prevented an authorized official from facilitating a future meeting in response to the October 13 request.

Specifically, identify:

1. The precise legal authority allegedly prohibiting the requested action.
2. The conduct that authority supposedly prohibited.
3. The official responsible for making that determination.
4. Whether any Councilmember or authorized City employee was prohibited from referring the request to staff.
5. Whether the City contends that arranging a future meeting would itself have constituted prohibited Council action.

If no such prohibition exists, state that plainly.

RBR recognizes that the law does not automatically compel elected officials to grant a private meeting.

But a restriction on unagendized Council deliberation is not a blanket prohibition against communicating with the public or arranging a subsequent meeting.

If Pasadena has sufficient authority to terminate an 80-year-old nonprofit tenancy, why has it not identified someone authorized to discuss that decision?

II. JEFFREY HERNANDEZ'S CORRESPONDENCE — A FAILURE TO ADDRESS THE ACTUAL DEMANDS

Mr. Hernandez's recent emails warrant direct attention from the City Attorney, City Manager, Mayor, and Council.

In his correspondence concerning CPRA Requests **0047452 and 0047494**, Mr. Hernandez acknowledged that the City had identified responsive, disclosable records.

He subsequently announced a production schedule beginning on or about October 19, 2026, with estimated completion by 5:30 p.m. on November 2, 2026.

In a later response addressed to me, Mr. Hernandez emphasized that the CPRA does not require a response within 24 hours, does not impose nonstatutory response deadlines, and does not require the City to provide narrative answers or explanations outside the Act.

Those propositions do not answer the issues actually raised.

The correspondence expressly distinguished between statutory records obligations and separate demands involving:

- A meeting with authorized City decision-makers.
- The contractual and factual grounds for termination.
- The City's allegations concerning maintenance, property damage, and compliance.
- The authorization and chronology of the termination decision.
- Ownership and disposition of substantial infrastructure and improvements.
- Communications with third parties concerning the facility.
- A negotiated suspension of termination enforcement.
- Preservation of evidence in anticipation of litigation.

Mr. Hernandez's responses failed to address those demands on their merits.

Instead, he focused on a 24-hour response period that was requested as expedited voluntary action—not represented as a statutory CPRA deadline.

This is a fundamental failure of administrative responsiveness.

The problem is not that Mr. Hernandez correctly identified limitations of the Public Records Act. The problem is that he repeatedly answered a narrower question than the one presented and then left the City's broader obligations and decisions unaddressed.

A municipal official responsible for real-property matters should recognize the difference between a request for existing public records and a formal demand concerning the termination of a disputed tenancy.

If Mr. Hernandez does not understand that distinction, his handling of this matter requires immediate supervisory review. If he understands it but lacks authority to address the issues, he should identify and refer them to the officials who do.

Neither circumstance justifies allowing substantive demands to disappear into an exchange about CPRA response deadlines.

The City is hereby requested to identify whether Mr. Hernandez has authority to address the termination-related demands and, if not, to identify the official to whom each has been referred.

III. MR. HERNANDEZ'S RESPONSE DOES NOT SATISFY THE CITY'S INDEPENDENT RESPONSIBILITIES

The City may properly decline to create documents or answer narrative questions solely because they appear in a CPRA request.

That does not mean a CPRA response resolves independent correspondence raising contractual disputes, property claims, requests for negotiation, or anticipated litigation.

Mr. Hernandez's explanation of the limits of the CPRA is legally beside the point when applied to demands that were expressly made outside the CPRA.

His responses leave unanswered the most consequential questions:

Who authorized the termination? What contractual grounds are being asserted? What is the City's position concerning RBR-owned improvements? Who is authorized to negotiate? Why has no meeting been scheduled?

The City may dispute RBR's legal positions. It may decline a proposed standstill. It may identify legitimate reasons for termination.

What it should not do is substitute a generic explanation of public-records procedures for a substantive response from officials responsible for the underlying decision.

Accordingly, RBR demands that the City Attorney and City Manager independently review the complete correspondence, rather than relying upon Mr. Hernandez's characterization of what was requested.

We further request confirmation that the complete email chains and attachments have been forwarded to those officials.

IV. THE TERMINATION REMAINS DISPUTED — THE CITY'S AUTHORITY IS NOT UNLIMITED

RBR disputes the factual and legal basis for the termination.

The dispute potentially involves contractual compliance, the City's stated reasons for termination, the chronology of its decision-making, and substantial infrastructure and improvements that RBR maintains it owns.

RBR asserts that relevant City documents have previously acknowledged those ownership interests.

The City cannot conclusively resolve contested contractual and property rights merely by issuing a termination notice and declining further discussion.

Depending on the governing agreements and evidence, available remedies may include declaratory relief, injunctive relief, damages for breach of contract, or other property-related relief.

California Code of Civil Procedure §§ 526 and 1060 provide frameworks for injunctive and declaratory relief where their respective requirements are satisfied.

RBR reserves the right to seek appropriate judicial relief, including provisional relief where legally justified, to prevent irreparable harm or preserve disputed property interests.

RBR demands that the City consider a written standstill agreement while the parties exchange relevant records, clarify property rights, and evaluate resolution.

No standstill is presumed to exist absent agreement or court order.

V. NEW AND EXPANDED CALIFORNIA PUBLIC RECORDS ACT REQUEST — HOWARD TAN

This section constitutes a new, independent request under Government Code § 7920.000 et seq. It is not limited to documents expressly discussing Howard Tan's reported removal.

RBR requests every reasonably identifiable, nonexempt public record containing any reference to Howard Tan, including records concerning his appointment, service, commission activities, inquiries into RBR, reported removal, and communications involving City officials about him.

Requested period: January 1, 2024, through the date of the City's responsive search.

Earlier records concerning his original appointment, terms of service, or matters relied upon in a subsequent commission decision are also requested.

A. ALL RECORDS INVOLVING KOKO PANOSSIAN

Produce all responsive records created, authored, received, forwarded, copied, retained, or maintained by **Koko Panossian**, including:

1. Every email, text message, memorandum, note, letter, calendar entry, meeting invitation, and attachment mentioning Howard Tan.
2. All communications concerning his commission appointment, assignments, attendance, performance, conduct, continued service, resignation, removal, nonrenewal, or replacement.
3. All communications between Koko Panossian and the Mayor, Councilmembers, Council staff, City Manager, City Attorney, City Clerk, commission staff, or outside parties mentioning Howard Tan.
4. All communications concerning Howard Tan's inquiries into Rose Bowl Riders, the Pasadena Equestrian Center, or the City's termination decision.
5. All communications discussing whether Howard Tan's inquiries, public statements, requests for information, or disagreements with City officials affected his commission position.
6. All drafts, internal recommendations, meeting notes, and discussions concerning any proposed or completed action affecting his service.
7. All communications discussing complaints about Howard Tan or concerns regarding his investigation of City conduct.

This request expressly includes informal and incidental communications, not merely final memoranda or official commission records.

B. EVERY EMAIL MENTIONING HOWARD TAN — HOWEVER INSIGNIFICANT

RBR requests:

Every public-record email in the City's possession, custody, or control mentioning Howard Tan, regardless of whether the reference is significant, incidental, favorable, unfavorable, administrative, or unrelated to his reported removal.

This includes emails in which Howard Tan:

- Appears as sender, recipient, CC, or BCC.
- Is identified in the subject line, message body, quoted correspondence, or attachment.
- Is discussed by another City employee or official.
- Is mentioned in scheduling, administrative, or commission correspondence.
- Is referenced in communications with outside individuals or organizations.

Produce complete responsive email threads and attachments, including forwarded correspondence, archived messages, and recoverable deleted messages maintained within City-controlled systems.

The City must not silently narrow this request merely because an employee considers a reference to Howard Tan insignificant.

Relevance to his removal is not a prerequisite for responsiveness.

C. APPOINTMENT, REMOVAL, AND DECISION-MAKING RECORDS

Produce:

1. Appointment applications, nominations, approvals, terms, and commission assignments.
2. All records concerning proposed removal, actual removal, requested resignation, nonrenewal, reassignment, or replacement.
3. Records identifying who initiated, recommended, authorized, or implemented any action affecting his commission service.
4. Written reasons, factual allegations, performance assessments, and supporting documents.
5. Applicable commission bylaws, City Charter provisions, ordinances, appointment policies, and removal procedures.
6. Agendas, minutes, votes, staff reports, recommendations, and communications relating to the decision.
7. Communications concerning the appointment of any successor.

D. ROSE BOWL RIDERS AND POSSIBLE RETALIATION

Produce all records discussing:

1. Howard Tan's examination or investigation of the RBR termination.
2. His requests for information about City conduct.
3. His communications with RBR representatives.
4. Any criticism of his inquiries or involvement.

5. Any connection between those activities and decisions concerning his commission service.
6. Discussions about discouraging, restricting, or responding to his inquiries.
7. Any expressed concern that his investigation or public statements conflicted with the City's preferred position concerning RBR.

E. REQUIRED SEARCH SCOPE

The City must conduct a reasonable search of offices and systems likely to possess responsive records, including:

- Koko Panossian's City-controlled communications and records.
- The Mayor's Office.
- All City Council offices.
- The City Manager's Office.
- The City Attorney's Office, subject to applicable privileges.
- The City Clerk.
- Relevant commission personnel.
- Other City custodians reasonably likely to possess responsive materials.

Search terms should include "Howard Tan," "Howard," "Tan," known email addresses, and reasonably identifiable variations, with appropriate review to distinguish unrelated individuals.

Responsive public records concerning City business must not be excluded solely because they were communicated through a personal account or device, subject to applicable law and exemptions.

RBR requests electronic production with reasonably available associated metadata and attachments.

If the City believes any portion requires clarification, it should seek that clarification without silently narrowing the remaining identifiable categories.

VI. POTENTIAL FIRST AMENDMENT RETALIATION — NOTICE OF LEGAL ISSUES REQUIRING INVESTIGATION

RBR has serious concerns about whether Howard Tan's reported removal was connected to his inquiries concerning Rose Bowl Riders.

The central issue is whether government authority was exercised against an individual because he questioned or investigated the City's conduct.

Under 42 U.S.C. § 1983, governmental action depriving an individual of a federally protected right under color of state law may give rise to civil liability, subject to applicable elements, defenses, and immunities.

Relevant precedent includes:

Mt. Healthy City School District Board of Education v. Doyle, 429 U.S. 274 (1977) — addressing causation where protected expression allegedly motivated an adverse governmental employment decision.

Perry v. Sindermann, 408 U.S. 593 (1972) — recognizing that governmental discretion over a position or benefit does not automatically permit adverse action for an impermissible retaliatory reason.

Blair v. Bethel School District, 608 F.3d 540 (9th Cir. 2010) — addressing First Amendment retaliation involving an elected board officer, subject to important limitations concerning political positions and the nature of the alleged action.

Lathus v. City of Huntington Beach, 56 F.4th 1238 (9th Cir. 2023) — recognizing that certain appointed officials may lawfully be removed for political or policy-related reasons when alignment is an appropriate requirement of the position.

These authorities make the actual nature of Howard Tan's commission position and the City's reasons for its action critical.

RBR does not contend that timing alone proves retaliation.

However, if the records establish protected conduct, a materially adverse action, the required causal connection, and the absence of a legally sufficient justification or defense, potential constitutional claims warrant consideration.

Any personal retaliation claim would ordinarily belong to the individual whose rights were allegedly violated, and RBR cannot automatically assert such a claim on his behalf.

That distinction does not diminish the public interest in determining whether City officials acted for legitimate governmental reasons or sought to discourage scrutiny of the RBR matter.

VII. THE CITY'S PUBLIC RECORDS OBLIGATIONS ARE ENFORCEABLE IN COURT

The new Howard Tan request is separate from existing CPRA Requests **0047452 and 0047494**.

Government Code § 7922.535 generally requires an initial disclosure determination within 10 calendar days, subject to a qualifying statutory extension.

Government Code §§ 7922.500 and 7922.530 address obstruction and prompt availability of reasonably identifiable nonexempt records.

A projected production schedule does not, by itself, establish that every delay within that schedule is reasonable.

The City may require reasonable time to locate, review, and redact records. It must nevertheless comply with its actual statutory obligations.

RBR demands:

1. Prompt production of existing responsive records as they become ready for release.
2. A timely statutory determination concerning the new Howard Tan request.
3. Reasonably segregable nonexempt portions of partially exempt records.
4. Identification of applicable legal grounds for withholding.
5. A reasonable search encompassing the identified custodians and systems.
6. Electronic production and reasonable assistance in identifying responsive records.

If the City unlawfully withholds records or fails to comply with its statutory duties, RBR reserves the right to seek judicial enforcement under Government Code § 7923.000 et seq.

Such proceedings may result in orders requiring lawful disclosure and, where statutory conditions are satisfied, an award of reasonable attorney's fees and costs to a prevailing requester.

The City's records obligations are enforceable legal duties, not discretionary accommodations.

VIII. FORMAL LITIGATION-HOLD AND EVIDENCE-PRESERVATION NOTICE

The City is on notice that litigation concerning the termination, property interests, and potentially related records issues is reasonably anticipated.

Pasadena is requested to preserve potentially relevant evidence, including:

- Emails, text messages, messaging-app communications, and attachments.
- Jeffrey Hernandez's complete correspondence concerning RBR, including internal referrals and instructions.
- Records held by Koko Panossian mentioning Howard Tan.
- All responsive emails mentioning Howard Tan, including incidental references.
- Records concerning Howard Tan's commission appointment and reported removal.
- Communications concerning his inquiries into the RBR matter.
- Records of the October 13 Council meeting and communications concerning RBR's meeting request.
- Internal records supporting the termination.
- Communications with prospective replacement operators.
- Infrastructure ownership and property records.
- Relevant drafts, revisions, notes, and electronically stored information.

The City should issue appropriate preservation instructions to relevant custodians and suspend routine deletion where necessary.

Improper destruction or loss of relevant evidence after litigation is reasonably anticipated may have significant procedural and evidentiary consequences, depending on the circumstances and governing law.

IX. NOTICE OF POTENTIAL CONSEQUENCES FOR THE CITY

The City should understand the potential legal consequences of continuing to pursue termination without addressing these issues.

Depending upon the facts, governing agreements, and evidence, those consequences may include:

A. Public Records Litigation: Judicial enforcement of the CPRA, disclosure orders, and recoverable attorney's fees and costs where authorized.

B. Contractual and Property Litigation: Claims concerning the termination's contractual basis, enforcement procedures, ownership of improvements, and disposition of disputed property.

C. Injunctive and Declaratory Relief: Requests for judicial determination of the parties' rights and provisional orders preventing irreversible harm where legally justified.

D. Constitutional Claims: Investigation of potential First Amendment retaliation or other constitutional violations, where supported by the required elements, causation, standing, and applicable law.

E. Evidence Preservation Disputes: Requests for appropriate judicial remedies if relevant records are improperly destroyed after preservation obligations arise.

These are identifiable legal risks—not findings that Pasadena has already committed each violation.

The City's confidence in its position does not exempt that position from judicial examination.

X. FINAL DEMANDS — RESPONSE REQUESTED WITHIN 48 HOURS

RBR demands the following:

FIRST — SCHEDULE THE MEETING. Identify authorized City representatives and provide at least three available meeting dates within 48 hours.

SECOND — IDENTIFY THE LEGAL AUTHORITY. Identify any municipal, state, or federal law allegedly preventing officials from facilitating a future meeting in response to the October 13 Council request.

THIRD — REQUIRE SUPERVISORY REVIEW OF JEFFREY HERNANDEZ'S CORRESPONDENCE. The City Attorney and City Manager must review the complete email chains and identify who is responsible for addressing each independent termination-related demand.

FOURTH — ADDRESS THE TERMINATION. Provide the City's position on a negotiated standstill and identify the official authorized to negotiate.

FIFTH — PROCESS THE NEW HOWARD TAN CPRA REQUEST. Confirm receipt, assign a tracking number, and conduct a reasonable search, expressly including Koko

Panossian's responsive records and all public-record emails mentioning Howard Tan, however insignificant.

SIXTH — CONTINUE THE EXISTING RECORDS PRODUCTIONS. Comply with applicable statutory obligations under Requests 0047452 and 0047494.

SEVENTH — PRESERVE ALL RELEVANT EVIDENCE. Confirm that appropriate preservation instructions have been communicated to relevant custodians.

The 48-hour deadline requests expedited voluntary administrative action concerning the meeting and related correspondence. It does not replace or alter statutory CPRA deadlines.

XI. FINAL NOTICE — DAY SEVEN

Mayor Gordo and Members of the Council:

Seven days of requests. An 80-year-old organization facing termination. A public appeal made directly to the Council. Still no meeting.

Meanwhile, the City's Real Property Manager has devoted his correspondence to explaining why the Public Records Act does not require him to answer questions, while leaving the actual termination-related demands unanswered.

Pasadena's leadership should find that response profoundly unsatisfactory.

RBR is entitled to expect that its correspondence will be read in full, that distinct legal issues will be recognized as distinct, and that matters beyond an employee's authority will be referred to officials empowered to address them.

The City cannot credibly demand strict compliance from its tenant while responding to substantive legal objections with incomplete answers, procedural deflections, and continued silence from decision-makers.

RBR remains prepared to discuss the City's concerns and pursue a lawful resolution.

But the City should not mistake that willingness for acquiescence.

We will not waive our contractual or property rights, abandon our records requests, or disregard evidence suggesting that individuals may have faced adverse treatment for scrutinizing the City's conduct.

The City now has a straightforward choice: engage meaningfully or continue a course that may require judicial intervention.

We are not asking the City Council for permission to ask questions. We are demanding that Pasadena account for its decisions and comply with its legal obligations.

Schedule the meeting. Produce the records. Preserve the evidence. Address the termination.

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

Sincerely,

Katherine Ginzton

Myrtle Hill Farm / Rose Bowl Riders operations manager

Existing CPRA Requests: 0047452 and 0047494
New CPRA Request: Howard Tan — All Responsive Records, Koko Panossian Communications, Commission Service, Reported Removal, and Potential Retaliation

Sent from my iPhone

On Oct 13, 2026, at 8:31 AM, Greg Hedrick < > wrote:

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 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
ote:

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 [redacted] rote:

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 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 [redacted] 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: Thursday, October 15, 2026 9:05 AM
To: Iraheta, Alba; Jomsky, Mark; Robles, Sandra; Sabha, Tamer; McMillan, Acquanette (Netta); Soo, Christine
Subject: FW: Rose Bowl Riders

From: Greg Hedrick <
Sent: Thursday, October 15, 2026 9:04:40 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>; Klug, David <dklug@cityofpasadena.net>; O'Connell, Dion <doconnell@cityofpasadena.net>; terry.tang@latimes.com <terry.tang@latimes.com>; scott.kraft@latimes.com <scott.kraft@latimes.com>; shelby.grad@latimes.com <shelby.grad@latimes.com>; amy.king@latimes.com <amy.king@latimes.com>; monte.morin@latimes.com <monte.morin@latimes.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.

Mayor Gordo and Members of the City Council:

Eight days of repeated requests for meaningful engagement. Eight days without a scheduled meeting. And now, information suggesting that the City may have contemplated an alternative use for the very property it is seeking to recover from Rose Bowl Riders.

The City has issued a 90-day termination notice threatening the continued operation of an organization that has served Pasadena for approximately 80 years.

Throughout this dispute, RBR leadership has repeatedly requested a meeting, sought the documents supporting the City's allegations, and demanded an explanation of the factual and contractual grounds for termination.

Those requests remain substantively unresolved.

We have now been informed that **Jeffrey Hernandez, the City's Real Property Manager, returned a telephone call to RBR member Nancy Rose and reportedly discussed plans to convert a portion of the property into parking for Outward Bound.**

If accurately reported, this conversation raises serious questions about the City's intentions, the chronology of its planning, and the accuracy and completeness of the explanations provided to RBR.

Was the termination genuinely motivated by the deficiencies cited by the City, or was reclaiming the property for another use an objective that preceded the termination notice?

That question requires documentary answers.

I. JEFFREY HERNANDEZ — THE CITY'S SELECTIVE COMMUNICATIONS REQUIRE EXPLANATION

For more than a week, RBR leadership has attempted to obtain meaningful communication from City officials.

Mr. Hernandez has responded to certain emails, but has not substantively addressed or referred the separate contractual, property, and meeting-related demands raised in those communications.

Instead, he has emphasized what the California Public Records Act does not require, including the absence of an automatic 24-hour response deadline and the fact that the statute does not compel narrative answers to questions.

Those statements do not resolve the separate dispute over the City's termination decision.

Now we understand that Mr. Hernandez returned a telephone call to Nancy Rose and reportedly discussed a possible future use of the property.

Why is the City's Real Property Manager apparently available to discuss the future of RBR's premises with an individual member, yet RBR leadership cannot obtain a substantive meeting with the officials responsible for terminating its tenancy?

There may be an explanation for the difference in communications. The City has not provided one.

RBR requests that the City identify whether Mr. Hernandez was communicating in an official capacity, whether he was authorized to discuss prospective uses of the property, and whether his reported statements reflected an approved proposal, preliminary planning, or personal speculation.

If the City is willing to discuss the property's future with individual members, it should be willing to discuss that future directly with the organization whose tenancy and property interests are at stake.

The City Attorney and City Manager are requested to review Mr. Hernandez's handling of the complete correspondence and designate an official authorized to address RBR's outstanding demands.

II. OUTWARD BOUND — A POTENTIALLY MATERIAL ALTERNATIVE EXPLANATION FOR TERMINATION

According to the information conveyed to RBR, Mr. Hernandez discussed converting a portion of the existing property into parking for Outward Bound.

RBR requests immediate clarification of whether such a proposal exists.

The significance of this information cannot be overstated.

The City's termination correspondence has raised concerns involving deferred maintenance, property conditions, and other asserted deficiencies.

RBR disputes those allegations and has requested the contemporaneous records supporting them.

If the City was simultaneously contemplating repurposing the property for parking, the timing and relationship between those two matters become central to evaluating the termination.

RBR therefore asks:

When did the City first consider using any portion of the Pasadena Equestrian Center for Outward Bound parking?

Who proposed that use, and who within the City was informed?

Did the proposal precede the termination notice?

Was the proposed parking use discussed as a reason to recover possession of the premises?

Were the maintenance and compliance allegations independently documented before the termination decision?

Did any City official recommend relying on those allegations instead of disclosing a proposed alternative use?

The absence of documents supporting a particular allegation would not, by itself, establish that the allegation was knowingly false. But it would raise legitimate questions about the investigation conducted, the basis for the City's conclusions, and the credibility of its stated reasons.

If Pasadena possessed an alternative development objective before issuing the termination notice, that fact is material to the public's understanding of the decision and potentially to the parties' contractual dispute.

RBR demands that the City preserve and disclose the records necessary to establish the actual chronology.

III. POTENTIAL PRETEXT, CONTRACTUAL GOOD FAITH, AND MISREPRESENTATION

California law recognizes an implied covenant of good faith and fair dealing in contracts, including the principle that neither party may unfairly frustrate the other's contractual rights.

See *Carma Developers (Cal.), Inc. v. Marathon Development California, Inc.*, 2 Cal.4th 342 (1992).

That doctrine does not prohibit a party from exercising a termination right expressly granted by a valid agreement merely because the exercise disadvantages the other party.

However, the governing lease, the termination provision invoked, the City's representations, and the factual circumstances remain important.

If the City relied upon materially inaccurate representations, failed to follow contractual conditions, or used an asserted justification inconsistent with the actual basis for its decision, those circumstances may bear upon the enforceability of the termination and the remedies available.

Similarly, a knowingly false statement of material fact made to induce legally consequential reliance may raise issues under California law governing fraud or misrepresentation, provided all required elements are established.

RBR does not assert that the reported parking discussion alone proves fraud.

It does, however, provide a concrete reason to investigate whether the City's stated grounds were genuine, adequately supported, and consistent with its contemporaneous planning records.

The City should be prepared to explain any discrepancy between its stated reasons for termination and internal discussions concerning alternative uses of the property.

IV. FORMAL NEW CALIFORNIA PUBLIC RECORDS ACT REQUEST — ALL RECORDS CONCERNING OUTWARD BOUND

This section constitutes a new, independent California Public Records Act request pursuant to Government Code § 7920.000 et seq.

It is separate from existing CPRA Requests **0047452 and 0047494** and the previously submitted request concerning Howard Tan.

Requested period: January 1, 2020, through the date of the City's responsive search.

RBR requests all reasonably identifiable, nonexempt public records concerning **Outward Bound**, including any Outward Bound-affiliated entity, program, facility, operator, or proposed use of City-owned property in or near Hahamongna Watershed Park and the Pasadena Equestrian Center.

The request includes the following categories.

A. ALL COMMUNICATIONS MENTIONING OUTWARD BOUND

Produce every public-record email, text message, memorandum, letter, meeting note, calendar entry, attachment, and other communication mentioning:

- Outward Bound.

- Outward Bound parking.
- Outward Bound expansion.
- Parking associated with Outward Bound programs, employees, visitors, or operations.
- The use of Rose Bowl Riders or Pasadena Equestrian Center property for Outward Bound.

This request expressly includes incidental references, preliminary discussions, informal communications, and proposals that were never formally approved.

Searches should encompass the relevant names, known variations, and identifiers of Outward Bound-affiliated entities.

B. JEFFREY HERNANDEZ'S COMMUNICATIONS

Produce all responsive records created, sent, received, forwarded, or maintained by Jeffrey Hernandez concerning:

1. Outward Bound.
2. Parking proposals involving Outward Bound.
3. The future use or redevelopment of RBR property.
4. Discussions about converting equestrian areas into parking.
5. Communications with Nancy Rose concerning RBR, Outward Bound, parking, or the future of the Equestrian Center.
6. Internal discussions concerning the reported telephone conversation with Nancy Rose.
7. Communications linking the termination of RBR's tenancy to any proposed alternative use.

Produce any existing telephone logs, call records, contemporaneous notes, memoranda, follow-up emails, calendar entries, or other records documenting the reported conversation.

C. ALL OUTWARD BOUND PARKING AND PROPERTY-USE PROPOSALS

Produce:

1. Parking studies, proposals, concepts, and feasibility assessments.
2. Site plans, drawings, maps, surveys, and diagrams.
3. Records identifying the specific acreage or portions of property proposed for conversion.
4. Records discussing demolition, relocation, or removal of existing equestrian infrastructure.
5. Traffic, access, circulation, and parking-capacity studies.
6. Internal recommendations concerning parking expansion.
7. Records evaluating alternatives to use of RBR property.
8. Cost estimates, budgets, construction schedules, and funding proposals.
9. Records concerning the status, approval, rejection, or suspension of any proposal.

D. COMMUNICATIONS BETWEEN THE CITY AND OUTWARD BOUND

Produce all nonexempt correspondence, meeting records, proposals, and communications between the City and Outward Bound or its representatives concerning:

1. Property use, access, or parking.

2. Expansion of existing operations.
3. Potential acquisition of rights to use City property.
4. Leases, licenses, permits, concessions, or operating agreements.
5. Proposed construction or improvements.
6. Financial arrangements, reimbursements, or contributions.
7. The possible availability of RBR premises following termination.
8. Any request for City assistance in obtaining additional parking or operational space.

E. INTERNAL CITY DECISION-MAKING

Produce responsive records involving:

- The Mayor and Mayor's Office.
- City Councilmembers and their staff.
- City Manager and City Attorney.
- Jeffrey Hernandez.
- Koko Panossian.
- Parks, Recreation and Community Services personnel.
- Planning and Community Development personnel.
- Public Works and Transportation personnel.
- Other relevant City departments or officials.

This includes internal communications concerning Outward Bound's needs, potential parking areas, the future of the Equestrian Center, and the City's decision to terminate RBR.

F. RECORDS CONNECTING OUTWARD BOUND TO RBR'S TERMINATION

Produce all records discussing, evaluating, or referring to:

1. Whether termination of RBR would make land available for Outward Bound.
2. Whether proposed Outward Bound parking influenced the termination decision.
3. Whether the City's stated maintenance or compliance concerns were considered alongside proposed redevelopment or alternative uses.
4. Whether City officials discussed the public presentation or explanation of the termination.
5. Whether the City considered postponing, modifying, or abandoning the termination in light of other property-use proposals.
6. Whether RBR-owned infrastructure would need to be removed or altered to accommodate parking.

G. LAND-USE, ENVIRONMENTAL, AND APPROVAL RECORDS

Produce all existing records concerning:

1. General Plan and zoning consistency.
2. Hahamongna Watershed Park planning documents.
3. Applicable master plans and land-use restrictions.
4. Environmental studies, assessments, and California Environmental Quality Act evaluations.

5. CEQA exemption analyses, initial studies, negative declarations, or environmental impact reports, if any.
6. Planning approvals, permits, and proposed entitlements.
7. Public hearing materials and staff recommendations.
8. Traffic, stormwater, drainage, grading, and habitat impacts.
9. Consultation with state or federal agencies, if any.

H. FINANCIAL AND CONTRACTUAL RECORDS

Produce all records concerning proposed financial arrangements between the City and Outward Bound relating to parking or property use, including:

- Draft and executed agreements.
- Rental or license payments.
- Capital expenditures.
- Cost-sharing arrangements.
- Budget allocations.
- Grant funding.
- Construction and maintenance obligations.
- Proposed economic benefits or projected costs.

I. SEARCH SCOPE AND PRODUCTION REQUIREMENTS

Conduct a reasonable search of City-controlled systems and relevant custodians reasonably likely to possess responsive records.

Include archived communications, available attachments, relevant records of City business maintained on personal accounts or devices where legally subject to disclosure, and records reflecting preliminary or abandoned proposals.

Produce responsive nonexempt records electronically, including reasonably segregable nonexempt portions of otherwise exempt records.

The City must not limit this request to formally approved projects or executed agreements. Preliminary planning and communications are expressly included.

If clarification is reasonably necessary, please request it without silently narrowing the identifiable portions of the request.

Please assign this request a separate tracking number and provide the determination and estimated production information required by Government Code § 7922.535.

V. POTENTIAL LAND-USE AND ENVIRONMENTAL CONSEQUENCES

If the City is considering conversion of equestrian property into parking, that proposal may implicate municipal planning requirements and the California Environmental Quality Act.

Under Public Resources Code § 21000 et seq., CEQA generally requires public agencies to evaluate potentially significant environmental effects of discretionary projects unless an applicable exemption or other statutory provision applies.

In *Save Tara v. City of West Hollywood*, 45 Cal.4th 116 (2008), the California Supreme Court addressed when governmental commitments to a project may constitute an approval requiring prior CEQA compliance.

RBR recognizes that preliminary discussions do not necessarily constitute project approval and that some parking proposals may qualify for exemptions or require no discretionary approval.

Nevertheless, the City must not assume that a change in public-land use is automatically exempt from applicable planning, environmental, or contractual requirements.

RBR demands identification of any existing environmental review, land-use approval, or legal analysis relating to the reported proposal.

If a project has advanced to a stage requiring environmental review, the City must comply with the applicable procedures before taking actions constituting approval under CEQA.

VI. THE CITY'S STATED REASONS MUST BE SUPPORTED BY ACTUAL EVIDENCE

RBR has repeatedly requested the documents supporting the City's termination allegations.

These include records concerning deferred maintenance, alleged property deficiencies, and the City's stated concerns regarding facility operations.

The City should be able to identify the records upon which it actually relied when making a decision of this magnitude.

If contemporaneous records exist, produce the nonexempt responsive documents through the pending requests.

If no responsive records exist in a particular category after a reasonable search, the City should communicate that determination as part of its handling of the request.

RBR specifically objects to any attempt to substitute post hoc explanations for contemporaneous evidence of the grounds relied upon at the time of termination.

The reported Outward Bound conversation makes the chronology of the City's decision-making particularly important.

VII. FORMAL PRESERVATION OF EVIDENCE — OUTWARD BOUND AND RBR

Litigation concerning the disputed termination and associated property rights is reasonably anticipated.

The City is requested to preserve all potentially relevant evidence concerning:

- Outward Bound and any proposed parking use.
- Communications between City officials and Outward Bound.
- Jeffrey Hernandez's reported telephone conversation with Nancy Rose.
- Telephone logs and available records of related communications.

- The chronology of proposed changes to RBR property.
- The City's termination allegations and supporting records.
- Internal recommendations and communications concerning termination.
- RBR's asserted infrastructure ownership.
- Existing public-records requests and the City's handling of them.
- Communications with other prospective operators or users of the property.

The City should implement appropriate preservation measures and suspend routine deletion where necessary.

If relevant evidence is improperly destroyed after preservation obligations arise, the City may face appropriate judicial remedies depending on the circumstances and applicable law.

VIII. LEGAL CONSEQUENCES AND RESERVED REMEDIES

The City's actions may give rise to several distinct legal issues requiring evaluation.

Contractual and property claims: If the termination violates applicable lease provisions or interferes with enforceable property interests, RBR may seek available contractual, declaratory, or injunctive relief.

Public-records enforcement: If the City unlawfully withholds responsive nonexempt records or fails to comply with statutory disclosure duties, judicial enforcement may be available under Government Code § 7923.000 et seq., together with attorney's fees and costs where authorized.

Misrepresentation and pretext: If evidence establishes materially false representations, improper inducement, or conduct violating applicable contractual obligations, RBR reserves the right to evaluate claims supported by the required legal elements.

Land-use and environmental compliance: If an Outward Bound parking project advances, the City must comply with applicable planning, environmental, and approval requirements.

Evidence preservation: Improper destruction or loss of relevant evidence may create additional procedural and evidentiary disputes.

These potential consequences are not assertions that each violation has already occurred. They are legal issues the City should evaluate in light of the reported conversation and the records now requested.

IX. DEMAND FOR IMMEDIATE ACTION

RBR demands:

FIRST — A MEETING. Identify an authorized City representative and provide at least three available meeting dates within 48 hours.

SECOND — OUTWARD BOUND CLARIFICATION. State whether the City has considered, proposed, approved, or discussed converting any portion of RBR property into parking for Outward Bound, and identify the official authorized to address the proposal.

THIRD — HERNANDEZ COMMUNICATIONS. Confirm whether Mr. Hernandez spoke with Nancy Rose concerning Outward Bound parking and identify whether any statements he made reflected an official City position.

FOURTH — NEW CPRA REQUEST. Acknowledge and assign a tracking number to the Outward Bound records request and process it within the applicable statutory framework.

FIFTH — TERMINATION RECORDS. Continue lawful production under CPRA Requests 0047452 and 0047494 and identify any records supporting the termination allegations.

SIXTH — STANDSTILL. Provide the City's position on a negotiated suspension of termination enforcement pending meaningful discussion and evaluation of the relevant evidence.

SEVENTH — EVIDENCE PRESERVATION. Confirm that relevant City custodians have received appropriate preservation instructions.

The requested 48-hour administrative response is a demand for expedited voluntary action and does not purport to modify statutory CPRA deadlines.

X. FINAL NOTICE — DAY EIGHT

Mayor Gordo and Members of the Council:

The City has found time to issue a termination notice. It has found time to correspond about public-records procedures. And, according to information provided to RBR, its Real Property Manager has found time to discuss a potential parking lot with an individual member.

Yet the City has still not scheduled a meeting with RBR leadership.

That discrepancy warrants an explanation.

More importantly, the reported discussion of Outward Bound parking raises a question that Pasadena can no longer reasonably dismiss as irrelevant:

Was Rose Bowl Riders terminated because of the reasons stated in the notice, or was the City already considering another use for the land?

If the City's reasons are legitimate and adequately documented, the contemporaneous records should help establish that.

If the City contemplated an alternative use, the public deserves to understand when that planning began and whether it influenced the termination.

RBR is not demanding that the City accept our conclusions. We are demanding the evidence necessary to determine what actually happened.

The City should not expect an organization with eight decades of service, substantial operational responsibilities, and asserted property interests to accept a termination without examining its factual and contractual foundation.

The appropriate response is not another explanation of what the Public Records Act does not require.

It is a meeting with authorized decision-makers, lawful disclosure of responsive records, and a substantive discussion of the City's decision.

Schedule the meeting. Produce the records. Identify the plans. Explain the termination. Preserve the evidence.

RBR expressly reserves all rights, claims, defenses, and remedies.

Sincerely,

Greg Hedrick
Myrtle Hill Farm / Rose Bowl Riders

Existing CPRA Requests: 0047452 and 0047494
Prior Separate Request: Howard Tan Commission Records
New CPRA Request: Outward Bound — Communications, Parking Plans, Property Use, Agreements, Environmental Review, and Relationship to RBR Termination

Sent from my iPhone

On Oct 14, 2026, at 8:30 AM, Greg Hedrick < wrote:

Mayor Gordo and Members of the City Council:

Seven days. Repeated written demands. A direct public request at the October 13, 2026 City Council meeting. Still no meeting.

The City of Pasadena has issued a 90-day termination notice threatening the continued existence of Rose Bowl Riders at the Pasadena Equestrian Center, where this nonprofit organization has served the community for approximately eight decades.

Yet the City's elected leadership has failed to schedule a substantive meeting with the organization whose tenancy, operations, and asserted property rights are directly affected.

At the October 13 Council meeting, RBR publicly requested a meeting. City leadership and RBR representatives were present.

The City had an opportunity to facilitate that meeting. No meeting was scheduled.

Compounding this failure, the City's Real Property Manager, Jeffrey Hernandez, has responded to detailed correspondence by repeatedly explaining what the

California Public Records Act does not require, while failing to substantively address the separate contractual, property, administrative, and meeting-related demands expressly presented to him.

The City's inability—or unwillingness—to distinguish a public-records request from a formal demand concerning a disputed municipal tenancy is unacceptable.

This letter constitutes formal notice of RBR's objections, a demand for immediate action by authorized City leadership, an expanded public-records request, and notice of potential litigation.

I. THE OCTOBER 13 COUNCIL MEETING — IDENTIFY THE LAW OR STOP INVOKING PROCEDURE AS AN OBSTACLE

On October 13, RBR asked City leadership to arrange a meeting.

RBR did not request an unagendized vote reversing the termination. It requested that the City identify its representatives and schedule a future discussion.

Government Code § 54954.2(a)(3), part of the Ralph M. Brown Act, generally restricts substantive discussion or action on matters absent from the posted agenda. It nevertheless permits limited responses to public comment, referrals to staff, requests for future reports, and steps to place matters on a future agenda, subject to applicable procedures.

RBR demands identification of any municipal ordinance, City Charter provision, Council rule, California statute, or federal law that the City contends prevented an authorized official from facilitating a future meeting in response to the October 13 request.

Specifically, identify:

1. The precise legal authority allegedly prohibiting the requested action.
2. The conduct that authority supposedly prohibited.
3. The official responsible for making that determination.
4. Whether any Councilmember or authorized City employee was prohibited from referring the request to staff.
5. Whether the City contends that arranging a future meeting would itself have constituted prohibited Council action.

If no such prohibition exists, state that plainly.

RBR recognizes that the law does not automatically compel elected officials to grant a private meeting.

But a restriction on unagendized Council deliberation is not a blanket prohibition against communicating with the public or arranging a subsequent meeting.

If Pasadena has sufficient authority to terminate an 80-year-old nonprofit tenancy, why has it not identified someone authorized to discuss that decision?

II. JEFFREY HERNANDEZ'S CORRESPONDENCE — A FAILURE TO ADDRESS THE ACTUAL DEMANDS

Mr. Hernandez's recent emails warrant direct attention from the City Attorney, City Manager, Mayor, and Council.

In his correspondence concerning CPRA Requests **0047452 and 0047494**, Mr. Hernandez acknowledged that the City had identified responsive, disclosable records.

He subsequently announced a production schedule beginning on or about October 19, 2026, with estimated completion by 5:30 p.m. on November 2, 2026.

In a later response addressed to me, Mr. Hernandez emphasized that the CPRA does not require a response within 24 hours, does not impose nonstatutory response deadlines, and does not require the City to provide narrative answers or explanations outside the Act.

Those propositions do not answer the issues actually raised.

The correspondence expressly distinguished between statutory records obligations and separate demands involving:

- A meeting with authorized City decision-makers.
- The contractual and factual grounds for termination.
- The City's allegations concerning maintenance, property damage, and compliance.
- The authorization and chronology of the termination decision.
- Ownership and disposition of substantial infrastructure and improvements.
- Communications with third parties concerning the facility.
- A negotiated suspension of termination enforcement.
- Preservation of evidence in anticipation of litigation.

Mr. Hernandez's responses failed to address those demands on their merits.

Instead, he focused on a 24-hour response period that was requested as expedited voluntary action—not represented as a statutory CPRA deadline.

This is a fundamental failure of administrative responsiveness.

The problem is not that Mr. Hernandez correctly identified limitations of the Public Records Act. The problem is that he repeatedly answered a narrower question than the one presented and then left the City's broader obligations and decisions unaddressed.

A municipal official responsible for real-property matters should recognize the difference between a request for existing public records and a formal demand concerning the termination of a disputed tenancy.

If Mr. Hernandez does not understand that distinction, his handling of this matter requires immediate supervisory review. If he understands it but lacks authority to address the issues, he should identify and refer them to the officials who do.

Neither circumstance justifies allowing substantive demands to disappear into an exchange about CPRA response deadlines.

The City is hereby requested to identify whether Mr. Hernandez has authority to address the termination-related demands and, if not, to identify the official to whom each has been referred.

III. MR. HERNANDEZ'S RESPONSE DOES NOT SATISFY THE CITY'S INDEPENDENT RESPONSIBILITIES

The City may properly decline to create documents or answer narrative questions solely because they appear in a CPRA request.

That does not mean a CPRA response resolves independent correspondence raising contractual disputes, property claims, requests for negotiation, or anticipated litigation.

Mr. Hernandez's explanation of the limits of the CPRA is legally beside the point when applied to demands that were expressly made outside the CPRA.

His responses leave unanswered the most consequential questions:

Who authorized the termination? What contractual grounds are being asserted? What is the City's position concerning RBR-owned improvements? Who is authorized to negotiate? Why has no meeting been scheduled?

The City may dispute RBR's legal positions. It may decline a proposed standstill. It may identify legitimate reasons for termination.

What it should not do is substitute a generic explanation of public-records procedures for a substantive response from officials responsible for the underlying decision.

Accordingly, RBR demands that the City Attorney and City Manager independently review the complete correspondence, rather than relying upon Mr. Hernandez's characterization of what was requested.

We further request confirmation that the complete email chains and attachments have been forwarded to those officials.

IV. THE TERMINATION REMAINS DISPUTED — THE CITY'S AUTHORITY IS NOT UNLIMITED

RBR disputes the factual and legal basis for the termination.

The dispute potentially involves contractual compliance, the City's stated reasons for termination, the chronology of its decision-making, and substantial infrastructure and improvements that RBR maintains it owns.

RBR asserts that relevant City documents have previously acknowledged those ownership interests.

The City cannot conclusively resolve contested contractual and property rights merely by issuing a termination notice and declining further discussion.

Depending on the governing agreements and evidence, available remedies may include declaratory relief, injunctive relief, damages for breach of contract, or other property-related relief.

California Code of Civil Procedure §§ 526 and 1060 provide frameworks for injunctive and declaratory relief where their respective requirements are satisfied.

RBR reserves the right to seek appropriate judicial relief, including provisional relief where legally justified, to prevent irreparable harm or preserve disputed property interests.

RBR demands that the City consider a written standstill agreement while the parties exchange relevant records, clarify property rights, and evaluate resolution.

No standstill is presumed to exist absent agreement or court order.

V. NEW AND EXPANDED CALIFORNIA PUBLIC RECORDS ACT REQUEST — HOWARD TAN

This section constitutes a new, independent request under Government Code § 7920.000 et seq. It is not limited to documents expressly discussing Howard Tan's reported removal.

RBR requests every reasonably identifiable, nonexempt public record containing any reference to Howard Tan, including records concerning his appointment, service, commission activities, inquiries into RBR, reported removal, and communications involving City officials about him.

Requested period: January 1, 2024, through the date of the City's responsive search.

Earlier records concerning his original appointment, terms of service, or matters relied upon in a subsequent commission decision are also requested.

A. ALL RECORDS INVOLVING KOKO PANOSSIAN

Produce all responsive records created, authored, received, forwarded, copied, retained, or maintained by **Koko Panossian**, including:

1. Every email, text message, memorandum, note, letter, calendar entry, meeting invitation, and attachment mentioning Howard Tan.
2. All communications concerning his commission appointment, assignments, attendance, performance, conduct, continued service, resignation, removal, nonrenewal, or replacement.
3. All communications between Koko Panossian and the Mayor, Councilmembers, Council staff, City Manager, City Attorney, City Clerk, commission staff, or outside parties mentioning Howard Tan.
4. All communications concerning Howard Tan's inquiries into Rose Bowl Riders, the Pasadena Equestrian Center, or the City's termination decision.
5. All communications discussing whether Howard Tan's inquiries, public statements, requests for information, or disagreements with City officials affected his commission position.
6. All drafts, internal recommendations, meeting notes, and discussions concerning any proposed or completed action affecting his service.
7. All communications discussing complaints about Howard Tan or concerns regarding his investigation of City conduct.

This request expressly includes informal and incidental communications, not merely final memoranda or official commission records.

B. EVERY EMAIL MENTIONING HOWARD TAN — HOWEVER INSIGNIFICANT

RBR requests:

Every public-record email in the City's possession, custody, or control mentioning Howard Tan, regardless of whether the reference is significant, incidental, favorable, unfavorable, administrative, or unrelated to his reported removal.

This includes emails in which Howard Tan:

- Appears as sender, recipient, CC, or BCC.
- Is identified in the subject line, message body, quoted correspondence, or attachment.
- Is discussed by another City employee or official.
- Is mentioned in scheduling, administrative, or commission correspondence.
- Is referenced in communications with outside individuals or organizations.

Produce complete responsive email threads and attachments, including forwarded correspondence, archived messages, and recoverable deleted messages maintained within City-controlled systems.

The City must not silently narrow this request merely because an employee considers a reference to Howard Tan insignificant.

Relevance to his removal is not a prerequisite for responsiveness.

C. APPOINTMENT, REMOVAL, AND DECISION-MAKING RECORDS

Produce:

1. Appointment applications, nominations, approvals, terms, and commission assignments.
2. All records concerning proposed removal, actual removal, requested resignation, nonrenewal, reassignment, or replacement.
3. Records identifying who initiated, recommended, authorized, or implemented any action affecting his commission service.
4. Written reasons, factual allegations, performance assessments, and supporting documents.
5. Applicable commission bylaws, City Charter provisions, ordinances, appointment policies, and removal procedures.
6. Agendas, minutes, votes, staff reports, recommendations, and communications relating to the decision.
7. Communications concerning the appointment of any successor.

D. ROSE BOWL RIDERS AND POSSIBLE RETALIATION

Produce all records discussing:

1. Howard Tan's examination or investigation of the RBR termination.
2. His requests for information about City conduct.
3. His communications with RBR representatives.
4. Any criticism of his inquiries or involvement.
5. Any connection between those activities and decisions concerning his commission service.
6. Discussions about discouraging, restricting, or responding to his inquiries.
7. Any expressed concern that his investigation or public statements conflicted with the City's preferred position concerning RBR.

E. REQUIRED SEARCH SCOPE

The City must conduct a reasonable search of offices and systems likely to possess responsive records, including:

- Koko Panossian's City-controlled communications and records.
- The Mayor's Office.
- All City Council offices.
- The City Manager's Office.
- The City Attorney's Office, subject to applicable privileges.
- The City Clerk.
- Relevant commission personnel.

- Other City custodians reasonably likely to possess responsive materials.

Search terms should include "Howard Tan," "Howard," "Tan," known email addresses, and reasonably identifiable variations, with appropriate review to distinguish unrelated individuals.

Responsive public records concerning City business must not be excluded solely because they were communicated through a personal account or device, subject to applicable law and exemptions.

RBR requests electronic production with reasonably available associated metadata and attachments.

If the City believes any portion requires clarification, it should seek that clarification without silently narrowing the remaining identifiable categories.

VI. POTENTIAL FIRST AMENDMENT RETALIATION — NOTICE OF LEGAL ISSUES REQUIRING INVESTIGATION

RBR has serious concerns about whether Howard Tan's reported removal was connected to his inquiries concerning Rose Bowl Riders.

The central issue is whether government authority was exercised against an individual because he questioned or investigated the City's conduct.

Under 42 U.S.C. § 1983, governmental action depriving an individual of a federally protected right under color of state law may give rise to civil liability, subject to applicable elements, defenses, and immunities.

Relevant precedent includes:

Mt. Healthy City School District Board of Education v. Doyle, 429 U.S. 274 (1977) — addressing causation where protected expression allegedly motivated an adverse governmental employment decision.

Perry v. Sindermann, 408 U.S. 593 (1972) — recognizing that governmental discretion over a position or benefit does not automatically permit adverse action for an impermissible retaliatory reason.

Blair v. Bethel School District, 608 F.3d 540 (9th Cir. 2010) — addressing First Amendment retaliation involving an elected board officer, subject to important limitations concerning political positions and the nature of the alleged action.

Lathus v. City of Huntington Beach, 56 F.4th 1238 (9th Cir. 2023) — recognizing that certain appointed officials may lawfully be removed for political or policy-related reasons when alignment is an appropriate requirement of the position.

These authorities make the actual nature of Howard Tan's commission position and the City's reasons for its action critical.

RBR does not contend that timing alone proves retaliation.

However, if the records establish protected conduct, a materially adverse action, the required causal connection, and the absence of a legally sufficient justification or defense, potential constitutional claims warrant consideration.

Any personal retaliation claim would ordinarily belong to the individual whose rights were allegedly violated, and RBR cannot automatically assert such a claim on his behalf.

That distinction does not diminish the public interest in determining whether City officials acted for legitimate governmental reasons or sought to discourage scrutiny of the RBR matter.

VII. THE CITY'S PUBLIC RECORDS OBLIGATIONS ARE ENFORCEABLE IN COURT

The new Howard Tan request is separate from existing CPRA Requests **0047452 and 0047494**.

Government Code § 7922.535 generally requires an initial disclosure determination within 10 calendar days, subject to a qualifying statutory extension.

Government Code §§ 7922.500 and 7922.530 address obstruction and prompt availability of reasonably identifiable nonexempt records.

A projected production schedule does not, by itself, establish that every delay within that schedule is reasonable.

The City may require reasonable time to locate, review, and redact records. It must nevertheless comply with its actual statutory obligations.

RBR demands:

1. Prompt production of existing responsive records as they become ready for release.
2. A timely statutory determination concerning the new Howard Tan request.
3. Reasonably segregable nonexempt portions of partially exempt records.
4. Identification of applicable legal grounds for withholding.
5. A reasonable search encompassing the identified custodians and systems.
6. Electronic production and reasonable assistance in identifying responsive records.

If the City unlawfully withholds records or fails to comply with its statutory duties, RBR reserves the right to seek judicial enforcement under Government Code § 7923.000 et seq.

Such proceedings may result in orders requiring lawful disclosure and, where statutory conditions are satisfied, an award of reasonable attorney's fees and costs to a prevailing requester.

The City's records obligations are enforceable legal duties, not discretionary accommodations.

VIII. FORMAL LITIGATION-HOLD AND EVIDENCE-PRESERVATION NOTICE

The City is on notice that litigation concerning the termination, property interests, and potentially related records issues is reasonably anticipated.

Pasadena is requested to preserve potentially relevant evidence, including:

- Emails, text messages, messaging-app communications, and attachments.
- Jeffrey Hernandez's complete correspondence concerning RBR, including internal referrals and instructions.
- Records held by Koko Panossian mentioning Howard Tan.
- All responsive emails mentioning Howard Tan, including incidental references.
- Records concerning Howard Tan's commission appointment and reported removal.
- Communications concerning his inquiries into the RBR matter.
- Records of the October 13 Council meeting and communications concerning RBR's meeting request.
- Internal records supporting the termination.
- Communications with prospective replacement operators.
- Infrastructure ownership and property records.
- Relevant drafts, revisions, notes, and electronically stored information.

The City should issue appropriate preservation instructions to relevant custodians and suspend routine deletion where necessary.

Improper destruction or loss of relevant evidence after litigation is reasonably anticipated may have significant procedural and evidentiary consequences, depending on the circumstances and governing law.

IX. NOTICE OF POTENTIAL CONSEQUENCES FOR THE CITY

The City should understand the potential legal consequences of continuing to pursue termination without addressing these issues.

Depending upon the facts, governing agreements, and evidence, those consequences may include:

A. Public Records Litigation: Judicial enforcement of the CPRA, disclosure orders, and recoverable attorney's fees and costs where authorized.

B. Contractual and Property Litigation: Claims concerning the termination's contractual basis, enforcement procedures, ownership of improvements, and disposition of disputed property.

C. Injunctive and Declaratory Relief: Requests for judicial determination of the parties' rights and provisional orders preventing irreversible harm where legally justified.

D. Constitutional Claims: Investigation of potential First Amendment retaliation or other constitutional violations, where supported by the required elements, causation, standing, and applicable law.

E. Evidence Preservation Disputes: Requests for appropriate judicial remedies if relevant records are improperly destroyed after preservation obligations arise.

These are identifiable legal risks—not findings that Pasadena has already committed each violation.

The City's confidence in its position does not exempt that position from judicial examination.

X. FINAL DEMANDS — RESPONSE REQUESTED WITHIN 48 HOURS

RBR demands the following:

FIRST — SCHEDULE THE MEETING. Identify authorized City representatives and provide at least three available meeting dates within 48 hours.

SECOND — IDENTIFY THE LEGAL AUTHORITY. Identify any municipal, state, or federal law allegedly preventing officials from facilitating a future meeting in response to the October 13 Council request.

THIRD — REQUIRE SUPERVISORY REVIEW OF JEFFREY HERNANDEZ'S CORRESPONDENCE. The City Attorney and City Manager must review the complete email chains and identify who is responsible for addressing each independent termination-related demand.

FOURTH — ADDRESS THE TERMINATION. Provide the City's position on a negotiated standstill and identify the official authorized to negotiate.

FIFTH — PROCESS THE NEW HOWARD TAN CPRA REQUEST. Confirm receipt, assign a tracking number, and conduct a reasonable search, expressly including Koko Panossian's responsive records and all public-record emails mentioning Howard Tan, however insignificant.

SIXTH — CONTINUE THE EXISTING RECORDS PRODUCTIONS. Comply with applicable statutory obligations under Requests 0047452 and 0047494.

SEVENTH — PRESERVE ALL RELEVANT EVIDENCE. Confirm that appropriate preservation instructions have been communicated to relevant custodians.

The 48-hour deadline requests expedited voluntary administrative action concerning the meeting and related correspondence. It does not replace or alter statutory CPRA deadlines.

XI. FINAL NOTICE — DAY SEVEN

Mayor Gordo and Members of the Council:

Seven days of requests. An 80-year-old organization facing termination. A public appeal made directly to the Council. Still no meeting.

Meanwhile, the City's Real Property Manager has devoted his correspondence to explaining why the Public Records Act does not require him to answer questions, while leaving the actual termination-related demands unanswered.

Pasadena's leadership should find that response profoundly unsatisfactory.

RBR is entitled to expect that its correspondence will be read in full, that distinct legal issues will be recognized as distinct, and that matters beyond an employee's authority will be referred to officials empowered to address them.

The City cannot credibly demand strict compliance from its tenant while responding to substantive legal objections with incomplete answers, procedural deflections, and continued silence from decision-makers.

RBR remains prepared to discuss the City's concerns and pursue a lawful resolution.

But the City should not mistake that willingness for acquiescence.

We will not waive our contractual or property rights, abandon our records requests, or disregard evidence suggesting that individuals may have faced adverse treatment for scrutinizing the City's conduct.

The City now has a straightforward choice: engage meaningfully or continue a course that may require judicial intervention.

We are not asking the City Council for permission to ask questions. We are demanding that Pasadena account for its decisions and comply with its legal obligations.

Schedule the meeting. Produce the records. Preserve the evidence. Address the termination.

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

Sincerely,

Katherine Ginzton

Myrtle Hill Farm / Rose Bowl Riders operations manager

Existing CPRA Requests: 0047452 and 0047494
New CPRA Request: Howard Tan — All Responsive Records, Koko Panossian Communications, Commission Service, Reported Removal, and Potential Retaliation

Sent from my iPhone

On Oct 13, 2026, at 8:31 AM, Greg Hedrick ‹> wrote:

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
vrote:

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 [redacted] 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 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 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

› 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 determinati on.

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 subsequentl y 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 nevertheles s 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 com

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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