From: Greg Hedrick <
Sent: Friday, October 16, 2026 9:40:41 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:

Nine days of demands for accountability. Nine days without a meaningful meeting. And now City staff is asking the Council to rescind its original termination notice and authorize another one.

The City's newly published October 20, 2026 agenda contains an extraordinary admission of procedural concern.

Under **Agenda Item 8**, staff recommends that the City Council:

1. Declare the proposed action categorically exempt from the California Environmental Quality Act.
2. Rescind the September 21, 2026 Notice of Termination in response to an apparent demand to cure or correct.
3. Authorize the City Manager to issue another termination notice requiring Rose Bowl Riders to vacate by January 31, 2027.

The City is now asking its elected officials to approve a replacement termination before resolving substantial questions about the accuracy of the information its own employees supplied to them.

That is unacceptable.

Rose Bowl Riders has served Pasadena for approximately 80 years. It has maintained and operated an equestrian facility, provided community programming, supported youth education, and invested substantial resources in infrastructure on City-owned property.

RBR disputes the City's termination allegations.

We further maintain that City staff has materially mischaracterized Myrtle Hill Farm's contractual relationship with RBR and failed to accurately account for the public-benefit programming conducted at the facility.

Recent communications also raise questions about whether City staff has discussed repurposing part of the property for parking serving Outward Bound.

The Council should not authorize another termination until it determines whether its staff has presented a complete, accurate, and independently verifiable account of the facts.

This letter constitutes a formal objection to Agenda Item 8, a demand for independent investigation, two separate California Public Records Act requests, and notice of potential judicial proceedings.

I. OCTOBER 20, 2026 — THE CITY IS ATTEMPTING TO REPLACE A CHALLENGED TERMINATION

The City's recommendation to rescind the September 21 notice is significant.

It expressly references an apparent demand to cure or correct the earlier action.

California Government Code § 54960.1 establishes a procedure for challenging and, where appropriate, curing or correcting certain actions taken in violation of the Ralph M. Brown Act.

A public agency may be able to cure a procedural defect through subsequent lawful action.

But rescinding a challenged action and repeating the desired outcome does not automatically establish that the original decision was lawful, that the underlying factual allegations were accurate, or that every independent legal defect has been resolved.

The Council should require answers to the following before voting:

What specific defect prompted the recommendation to rescind the September 21 notice?

Was the original termination authorized by the City Council, the City Manager, or another official?

Did the City determine that its earlier action presented a Brown Act concern?

Who made that determination, and when?

What documents and legal analyses were supplied to staff and elected officials?

Is the Council now being asked to ratify an outcome that City staff previously pursued without sufficient authority?

What independent factual review has been performed since the original notice?

The City should not characterize this process as a purely technical correction without explaining what is being corrected.

A second vote cannot substitute for a competent investigation into the factual foundation of the first decision.

II. CITY STAFF HAS FAILED THE COUNCIL, THE PUBLIC, AND ROSE BOWL RIDERS

The City's handling of this matter raises serious concerns about administrative competence, factual accuracy, and the quality of advice being provided to elected officials.

RBR has repeatedly requested documentation supporting allegations concerning maintenance, property conditions, insurance, public-benefit obligations, and contractual relationships.

Rather than providing meaningful substantive engagement, City representatives have continued to rely upon contested assertions.

Jeffrey Hernandez has responded to detailed correspondence by explaining the limits of the Public Records Act while failing to address separate demands concerning contractual rights, termination authority, property ownership, and negotiations.

More troubling, Mr. Hernandez reportedly discussed a possible Outward Bound parking proposal with RBR member Nancy Rose while RBR leadership continued to seek an official meeting.

The public deserves to know whether the City's elected representatives are being asked to rely upon staff conclusions that have not been independently verified.

If staff represented that RBR had failed to provide public-benefit programming without reviewing available City contracts and communications, that would constitute a serious failure of diligence.

If staff characterized Myrtle Hill Farm as holding a lease when the operative agreement is instead a contract for services, that would require immediate correction.

If staff made categorical allegations of illegal conduct without identifying the specific law allegedly violated and the supporting evidence, those representations demand scrutiny.

And if any employee knowingly provided false information to the City Council, that would be a matter of profound public concern requiring formal investigation and appropriate disciplinary action.

RBR does not ask the Council to presume intentional dishonesty before reviewing the evidence.

We ask something more fundamental:

Stop treating staff assertions as established facts simply because they appear in a municipal agenda report.

The Council's responsibility is to exercise independent judgment, not merely approve conclusions presented by employees whose conduct and factual representations are themselves in dispute.

III. MYRTLE HILL FARM HAS A CONTRACT FOR SERVICES — NOT THE LEASE STAFF HAS ALLEGED

One of the most consequential factual disputes concerns Myrtle Hill Farm.

Myrtle Hill Farm's position is unequivocal: its agreement with Rose Bowl Riders is a contract for services, not a lease of the City's property.

MHF provides equestrian instruction, training, horse-related services, and associated operations pursuant to its contractual relationship with RBR.

The City should not substitute an inaccurate contractual label for the actual terms of the agreement.

California law examines the substance of an arrangement, including the rights actually granted, rather than relying exclusively upon its title.

The distinction between a service contract, license, and lease can have substantial legal consequences.

In particular, a lease generally involves a right of possession, while a service arrangement may instead authorize the performance of specified activities without conveying a separate possessory estate.

The Council must therefore examine the operative agreement and the actual rights granted before accepting staff's characterization.

RBR demands that the City identify:

1. Every document upon which staff relied in describing MHF as a lessee.
2. The specific provision allegedly granting MHF a leasehold or exclusive possessory interest.
3. Any City legal opinion or staff memorandum analyzing that characterization, subject to lawful privilege claims.
4. The identity of the employee who first described MHF's arrangement as a lease.
5. Every agenda report or communication repeating that description.

If the agreement is a contract for services, staff must correct any materially inaccurate representation to the Council.

RBR also disputes any suggestion that the mere existence of its contractual relationship with MHF constitutes illegal conduct.

No City employee should characterize lawful commercial or nonprofit service arrangements as illegal without identifying the specific statutory, regulatory, or contractual prohibition allegedly violated.

RBR maintains that neither its operations nor MHF's service agreement establish the illegal conduct apparently suggested in staff representations.

If the City disagrees, it should identify the precise conduct, applicable legal provision, and supporting evidence.

Accusations are not findings. Staff opinions are not judicial determinations. And repeating a disputed allegation does not transform it into a proven violation.

IV. PUBLIC-BENEFIT PROGRAMMING — DID STAFF IGNORE THE CITY'S OWN RECORDS?

The City's allegations concerning RBR's public-benefit obligations are particularly troubling.

RBR maintains that public-benefit programming has been provided through the facility and that relevant City records directly bear upon the issue.

These include the provision of public-benefit lessons in 2025 and the City's 2026 arrangements involving Ride-On.

RBR has identified a January 30, 2026 communication from Enrique Arroyo discussing a City purchase order with Ride-On for riding lessons through June 30, 2026.

If City staff knew that the City itself had arranged public-benefit riding lessons through Ride-On, how could staff fairly present a categorical claim that no qualifying public-benefit programming was being provided without examining the applicable obligations and actual services?

The existence of a City purchase order does not automatically prove that every obligation under RBR's lease was satisfied.

But it is plainly relevant evidence.

Staff should have examined the applicable lease language, the City-approved program arrangements, the services actually provided, and the respective responsibilities of RBR and the City.

The Council should demand a documented reconciliation of those facts.

Did City employees ask RBR what public-benefit programming was taking place before recommending termination?

Did they request records of lessons, participation, or services?

Did they review the City's own Ride-On purchase order?

Did they communicate with Enrique Arroyo or the relevant program administrators?

Did they distinguish between programs delivered directly by RBR and those delivered through approved providers?

Were Councilmembers informed about the City's own involvement in arranging the 2026 programming?

If staff failed to conduct these basic inquiries, the resulting recommendation may have been materially incomplete.

If staff conducted those inquiries but omitted information contradicting its conclusions, the Council must determine why.

Either possibility demands examination before the Council takes another vote that may permanently displace RBR.

V. FIRST NEW CALIFORNIA PUBLIC RECORDS ACT REQUEST — ALL CEQA AND OCTOBER 20 AGENDA ITEM 8 RECORDS

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

Requested period: January 1, 2023, through the date of the City's responsive search, including earlier documents relied upon in preparing Agenda Item 8.

RBR requests all reasonably identifiable, nonexempt public records concerning the CEQA determination, the rescission of the September 21 termination notice, the proposed replacement notice, and the preparation of October 20, 2026 Agenda Item 8.

A. CEQA EXEMPTION RECORDS

Produce:

1. Every environmental analysis, checklist, memorandum, report, and staff assessment supporting the proposed Class 1 exemption under CEQA Guidelines § 15301.
2. All records evaluating whether the proposed action constitutes a project under CEQA.
3. All records defining the scope of the project considered for environmental review.
4. All records concerning whether termination of RBR is connected to a proposed future use of the property.
5. All records discussing whether a change from equestrian uses to parking or another use requires separate environmental review.
6. All records evaluating exceptions to categorical exemptions under CEQA Guidelines § 15300.2.
7. All records discussing unusual circumstances, cumulative impacts, historical resources, or other potentially relevant environmental considerations.
8. All draft and final proposed findings, exemption analyses, and supporting materials.
9. Any existing Notice of Exemption or draft Notice of Exemption.
10. All communications concerning the selection of the Class 1 exemption.

B. OUTWARD BOUND AND FUTURE PROPERTY USE

Produce all records considered in connection with Agenda Item 8 concerning:

1. Potential Outward Bound parking.

2. Conversion of equestrian areas into parking.
3. Removal, relocation, or demolition of existing improvements.
4. Future operators or users of the Equestrian Center.
5. Alternative land-use proposals.
6. Planning, transportation, environmental, and financial implications of alternative uses.
7. Any proposed or contemplated commitment of property to another organization.

This request supplements, and does not replace, RBR's previously submitted Outward Bound records request.

C. PREPARATION OF AGENDA ITEM 8

Produce:

1. Every draft of the agenda report and staff recommendation.
2. Nonexempt comments, revisions, and instructions concerning those drafts.
3. All communications concerning the decision to rescind the September 21 notice.
4. Records discussing the demand to cure or correct.
5. Records identifying the factual and procedural concerns prompting the replacement notice.
6. Communications concerning the proposed January 31, 2027 deadline.
7. Records evaluating the City's authority to issue a minimum 30-day termination notice.
8. Records discussing whether additional Council authorization was required.
9. Records concerning whether the original termination was legally sufficient.
10. All nonprivileged supporting materials provided to decision-makers.

D. SEARCH AND PRODUCTION

Search the relevant records of the City Manager, City Attorney, City Clerk, Mayor, City Council, Real Property Division, Planning Department, Parks and Recreation, Public Works, and other custodians reasonably likely to possess responsive records.

Include drafts, attachments, archived records, and City-business communications maintained on personal accounts or devices where subject to disclosure.

Produce nonexempt records electronically, with reasonably available attachments and metadata.

Do not silently narrow this request to final approved documents.

This request includes preliminary, rejected, revised, and abandoned analyses.

VI. SECOND NEW CALIFORNIA PUBLIC RECORDS ACT REQUEST — COMPLETE RECORDS OF RBR PUBLIC-BENEFIT PROGRAMMING AND STAFF INVESTIGATIONS

This section constitutes a second, separate California Public Records Act request. It must receive its own tracking number and independent statutory determination.

Requested period: January 1, 2019, through the date of the City's responsive search, including earlier records relied upon in assessing public-benefit obligations.

RBR requests all reasonably identifiable, nonexempt public records concerning the City's understanding, investigation, evaluation, discussion, or characterization of public-benefit programming at Rose Bowl Riders and the Pasadena Equestrian Center.

A. EVERY STAFF EMAIL REQUESTING INFORMATION ABOUT PUBLIC BENEFIT

Produce **every public-record email, including complete responsive threads and attachments, in which any City employee, official, consultant, or representative requested, sought, discussed, or attempted to determine what public-benefit programming RBR was providing.**

This includes emails asking:

- What public-benefit programs RBR provides.
- Whether public riding lessons are being offered.
- Whether lessons are free, discounted, subsidized, or open to the public.
- Who provides the lessons.
- How many participants are served.
- Whether RBR has satisfied its public-benefit obligations.
- Whether Ride-On or another provider is conducting lessons.
- Whether RBR should be contacted for documentation.
- Whether records of lessons, attendance, or participation exist.
- Whether City-sponsored programming satisfies any contractual obligation.
- Whether RBR has failed to meet a public-benefit requirement.

This request includes every such inquiry, however informal, preliminary, repetitive, or insignificant the City may consider it.

B. ALL RESPONSES TO THOSE INQUIRIES

Produce every responsive record containing answers, information, attachments, follow-up questions, or conclusions arising from the inquiries described above.

This includes:

1. Responses from RBR.

2. Responses from MHF.
3. Responses from Ride-On.
4. Responses from Enrique Arroyo and other PRCS personnel.
5. Responses from City contractors and service providers.
6. Internal staff responses.
7. Communications identifying existing program records.
8. Communications reporting that information was unavailable or had not been requested.

C. ALL PUBLIC-BENEFIT PROGRAM DOCUMENTATION

Produce:

1. Public-benefit reports and program summaries.
2. Lesson schedules, attendance reports, and participation records maintained by the City.
3. City-sponsored equestrian program records.
4. Agreements, purchase orders, invoices, and payment records concerning Ride-On.
5. Records concerning 2025 public-benefit lessons and their providers.
6. Records concerning 2026 City-funded or City-arranged lessons.
7. Communications with RBR concerning the delivery or documentation of public benefits.
8. Records of public access, youth instruction, community outreach, and qualifying programming.
9. Staff assessments of compliance with public-benefit obligations.
10. Records identifying the precise contractual requirements staff believed were unmet.

D. ALL COMMUNICATIONS SUPPORTING THE ALLEGATION OF NONCOMPLIANCE

Produce every responsive record in which City personnel:

1. Alleged that RBR failed to provide required public benefits.
2. Recommended citing public-benefit deficiencies as grounds for termination.
3. Discussed whether evidence supported such allegations.
4. Questioned the accuracy of public-benefit compliance information.
5. Identified contrary evidence.
6. Discussed the City's own involvement in arranging lessons.

7. Considered whether the allegations should be included in the September 21 termination correspondence.
8. Discussed presenting public-benefit allegations to the Mayor or Council.
9. Drafted or revised public-benefit findings for any staff report.
10. Discussed whether RBR had been given an opportunity to respond.

E. COMPLETE RECORDS FROM ALL RELEVANT CITY STAFF

The City must search the offices and systems reasonably likely to contain responsive records, including those of:

- Jeffrey Hernandez.
- Enrique Arroyo.
- The City Manager.
- Parks, Recreation and Community Services personnel.
- The City Attorney's Office, subject to lawful privileges.
- The Mayor and Council offices.
- Real Property staff.
- Finance and procurement personnel.
- Employees responsible for City riding programs.
- Employees who prepared or contributed to the termination recommendation.

Do not restrict the search to communications using the exact words "public benefit."

Reasonable search terms should include variations such as "public benefit," "public-benefit," "riding lessons," "Ride-On," "Rose Bowl Riders," "RBR," "community lessons," "City lessons," "program compliance," and other relevant terminology.

F. REQUIREMENTS FOR BOTH REQUESTS

For each new request, RBR requests:

1. A separate tracking number.
2. A determination within the period prescribed by Government Code § 7922.535, subject to any lawful extension.
3. Production of reasonably segregable nonexempt records.
4. Identification of the statutory grounds for withholding responsive material.
5. Reasonable assistance in identifying records where clarification is necessary.

6. Electronic production of responsive records and available attachments.
7. Preservation of relevant records while these requests and anticipated litigation remain pending.

The City is not required under the CPRA to create records that do not exist or provide narrative answers in place of records.

It is, however, required to comply with its statutory obligations concerning reasonably identifiable existing public records.

VII. CEQA — THE CITY COUNCIL MUST NOT APPROVE AN INCOMPLETE OR MISCHARACTERIZED PROJECT

Agenda Item 8 recommends a categorical exemption under CEQA Guidelines § 15301, commonly known as the Existing Facilities exemption.

That provision generally applies to qualifying activities involving existing facilities with negligible or no expansion of existing or former use.

But the City must accurately identify the activity it is approving and determine whether the exemption applies to that activity.

The Council must examine whether it is considering only a termination notice or whether that action is connected to a broader plan to alter the property's use.

RBR has received information that Jeffrey Hernandez reportedly discussed converting part of the property into parking for Outward Bound.

If that account is accurate, the Council should determine whether such a proposal is merely speculative, independently contemplated, or sufficiently connected to the termination to require consideration in defining the project.

Under *Save Tara v. City of West Hollywood*, 45 Cal.4th 116 (2008), a public agency's commitment to a project may trigger CEQA obligations before the agency labels its action a final approval.

Under *Berkeley Hillside Preservation v. City of Berkeley*, 60 Cal.4th 1086 (2015), the California Supreme Court examined the unusual-circumstances exception to categorical exemptions.

RBR also requests evaluation of whether CEQA Guidelines § 15300.2 applies to any relevant project.

The City cannot use the phrase "Existing Facilities" as a substitute for a defensible analysis of what it is actually approving.

At the same time, RBR recognizes that terminating a tenancy does not necessarily constitute approval of a later parking project and that the existence of preliminary discussions does not automatically invalidate a categorical exemption.

The question is what the record actually establishes.

RBR demands that the Council receive and consider a complete explanation of the project description, exemption analysis, and any reasonably related future-use commitments before voting on Item 8.

If the City has already committed itself to a materially different property use, the legal implications of that commitment must be evaluated.

VIII. THE BROWN ACT — RESCISSION DOES NOT AUTOMATICALLY ERASE EVERY LEGAL ISSUE

The agenda's reference to a demand to cure or correct raises an important procedural issue.

Government Code § 54960.1 provides a mechanism for addressing certain Brown Act violations.

However, the City must distinguish between:

- Correcting a procedural defect in a prior Council action.
- Establishing authority for a replacement termination notice.
- Determining whether the underlying lease permits the termination.
- Resolving factual disputes concerning staff allegations.
- Addressing separate property rights and contractual obligations.

A procedurally proper new vote does not automatically resolve the last three issues.

Nor does it determine ownership of improvements that RBR maintains belong to the organization.

RBR requests that the Council direct the City Attorney to identify which issues the proposed rescission is intended to cure and which remain disputed.

IX. THE COUNCIL MUST INVESTIGATE WHETHER STAFF MISLED ITS ELECTED REPRESENTATIVES

There is now a substantial basis to demand independent review of the information supplied to the Council.

The disputed subjects include:

First: The alleged failure to provide public-benefit programming despite records concerning City-sponsored lessons and Ride-On.

Second: The characterization of Myrtle Hill Farm's contract for services as a lease.

Third: Allegations suggesting unlawful conduct without an identified adjudication or adequately documented legal basis.

Fourth: Maintenance and property-condition allegations whose contemporaneous support RBR has repeatedly requested.

Fifth: The circumstances requiring the City to rescind and replace its original termination notice.

Sixth: The reported discussion of converting part of the property into parking for Outward Bound.

Seventh: The failure to provide meaningful engagement with RBR leadership while staff continued discussing the property's future with others.

The cumulative effect is deeply troubling.

Any one of these matters could result from misunderstanding, incomplete investigation, poor communication, or an ordinary legal disagreement.

But taken together, they warrant examination of whether staff supplied the Council with materially incomplete or inaccurate information.

If employees knowingly misrepresented facts, concealed contradictory information, or deliberately misstated contractual relationships, the Council must not protect them from accountability.

Such conduct, if established, would undermine public confidence in the administration and could create legal and financial exposure for the City.

RBR therefore demands an independent review conducted by persons who did not prepare or approve the challenged termination recommendation.

X. THE CITY SHOULD CONSIDER REMOVAL AND REPLACEMENT OF RESPONSIBLE STAFF

The seriousness of this matter requires more than another explanatory memorandum from the employees whose conduct is being questioned.

The City Council should commission an independent administrative investigation into the preparation, review, and presentation of the termination recommendation.

That investigation should determine:

1. Which employees prepared the factual allegations.
2. Which employees verified the underlying evidence.
3. Which employees reviewed RBR's contractual arrangements.
4. Whether contradictory records were omitted.
5. Whether the Council received inaccurate or incomplete information.
6. Whether any employee knowingly misrepresented material facts.
7. Whether failures of supervision contributed to the disputed action.
8. Whether disciplinary measures, reassignment, or termination are warranted.

If an independent investigation establishes deliberate deception, gross incompetence, or serious misconduct, the City should remove responsible employees from their positions and replace them with qualified personnel.

Where failures are systemic, the review should extend to the responsible management structure.

Pasadena taxpayers should not be expected to finance an administration that cannot accurately describe its own contracts, examine its own public-benefit records, or properly advise elected officials before taking action against an 80-year-old nonprofit.

Personnel decisions must comply with applicable civil-service rules, employment contracts, due process, and other governing law.

But those protections do not excuse proven misconduct.

Public employment is a position of trust. Employees who materially betray that trust should not continue exercising authority over consequential municipal decisions.

XI. POTENTIAL LEGAL CONSEQUENCES

The City should recognize that proceeding without resolving these questions may create additional litigation risk.

Brown Act litigation: An improperly noticed or authorized action may be subject to available statutory remedies, subject to strict procedural requirements and deadlines.

CEQA litigation: If the City approves an action requiring environmental review without legally sufficient compliance, an appropriate party may seek judicial review under Public Resources Code § 21167 et seq., subject to applicable limitations periods.

Contractual litigation: The validity of termination, the applicable notice requirements, and the parties' respective rights remain dependent upon the governing agreements and evidence.

Property litigation: RBR's asserted ownership of substantial infrastructure may require independent declaratory or other relief.

Public-records enforcement: Improper withholding of nonexempt records may be challenged under Government Code § 7923.000 et seq., with fees and costs available where authorized.

Misrepresentation: If the evidence establishes actionable false representations and the required legal elements, additional claims may warrant consideration, subject to governmental immunities and other defenses.

Evidence preservation: Improper destruction of relevant evidence after preservation duties arise may have procedural and evidentiary consequences.

The Council should not expose Pasadena to avoidable legal expense merely to defend a recommendation that has not received adequate independent scrutiny.

XII. DEMAND TO CONTINUE OCTOBER 20 AGENDA ITEM 8

RBR formally requests that the City Council **continue Item 8 to a later public meeting** rather than authorize another termination notice on October 20.

Before reconsidering the matter, the Council should:

1. Obtain an independent review of the disputed staff representations.

2. Examine MHF's actual service agreement.
3. Review the City's own records concerning public-benefit programming.
4. Evaluate the legal basis for the original notice and proposed replacement.
5. Review the CEQA exemption and any relevant future-use proposals.
6. Address the ownership and disposition of RBR's improvements.
7. Schedule a substantive meeting with authorized RBR representatives.
8. Direct staff to provide the Council with an accurate account of unresolved factual disputes.

A continuance is not a concession to RBR. It is a reasonable safeguard against making another consequential decision on an incomplete record.

XIII. FORMAL PRESERVATION DEMAND

Litigation concerning the disputed termination and related property interests is reasonably anticipated.

The City is requested to preserve all potentially relevant documents and electronically stored information, including:

- Drafts of Agenda Item 8.
- CEQA analyses and communications.
- Records concerning the demand to cure or correct.
- Public-benefit program records and related staff inquiries.
- Ride-On purchase orders, contracts, and communications.
- Myrtle Hill Farm agreements and staff characterizations of those agreements.
- Records supporting allegations of unlawful conduct.
- Maintenance and inspection records.
- Outward Bound communications and parking proposals.
- Jeffrey Hernandez's communications concerning RBR.
- Communications between City staff and elected officials about the termination.
- Relevant drafts, revisions, metadata, notes, and attachments.

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

XIV. FINAL DEMANDS — DAY NINE

RBR demands the following:

FIRST: Continue October 20 Agenda Item 8 until the Council has received an independently reviewed factual and legal record.

SECOND: Schedule an immediate meeting between authorized City leadership and RBR.

THIRD: Open two separate CPRA requests: one concerning CEQA and Agenda Item 8, and another concerning all public-benefit programming records and staff inquiries.

FOURTH: Identify the contractual and legal basis for characterizing MHF as a lessee rather than a service contractor.

FIFTH: Identify the specific law and factual evidence supporting any allegation that RBR or MHF engaged in illegal conduct.

SIXTH: Direct an independent investigation into materially inaccurate or incomplete staff representations.

SEVENTH: Consider disciplinary action, including dismissal where warranted, against employees found responsible for knowing misrepresentations or serious misconduct.

EIGHTH: Provide the City's position on a negotiated standstill concerning termination enforcement.

NINTH: Preserve all relevant evidence.

TENTH: Provide the Council and public with a clear explanation of why the September 21 notice must now be rescinded.

RBR requests an expedited administrative response before the October 20 meeting. This request does not purport to alter statutory public-records deadlines.

XV. FINAL NOTICE — NINE DAYS, EIGHTY YEARS, AND A CITY COUNCIL BEING ASKED TO VOTE AGAIN

Mayor Gordo and Members of the Council:

For nine days, Rose Bowl Riders has sought answers.

We have requested meetings, supporting records, explanations of contractual authority, and clarification of the City's intentions.

Instead, the public now sees staff recommending that the Council withdraw one termination notice and issue another.

What the public has not received is a convincing demonstration that the original recommendation was based upon a complete and accurate investigation.

City employees are not entitled to automatic deference merely because they hold municipal positions.

Their representations must be accurate.

Their legal conclusions must be defensible.

Their recommendations must withstand scrutiny.

And when serious questions arise about the accuracy of information supplied to elected officials, the Council has a responsibility to investigate rather than simply repeat the proposed action.

If City staff misrepresented Myrtle Hill Farm's contractual relationship, failed to account for public-benefit programming, or knowingly supplied false allegations to justify termination, those responsible should be held personally accountable through lawful administrative procedures.

If the City's own employees cannot competently manage this matter, the City should replace those responsible with people who can.

The Council should not allow its authority to become a mechanism for insulating questionable staff conduct from examination.

Pasadena's elected officials are responsible to the public—not to the preservation of a staff recommendation at any cost.

On October 20, the Council has an opportunity to demonstrate that it values accuracy, transparency, lawful process, and responsible government.

Do not authorize another termination before examining why the first one is being withdrawn.

Do not accept unsupported allegations as established facts.

Do not allow disputed contractual relationships to be rewritten through staff reports.

Do not approve a CEQA finding without understanding the actual action and any materially connected future-use plans.

And do not allow the people responsible for preparing this recommendation to be the sole judges of its accuracy.

Rose Bowl Riders is prepared to defend its rights through every lawful avenue available.

Continue Item 8. Investigate the staff. Correct the record. Produce the documents. Schedule the meeting.

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

Sincerely,

Greg Hedrick
Myrtle Hill Farm / Rose Bowl Riders

Existing CPRA Requests: 0047452 and 0047494
Previously Submitted Requests: Howard Tan Commission Records; Outward Bound and Property-Use Records
New CPRA Request No. 1: CEQA, October 20 Agenda Item 8, Rescission, and Replacement Termination

New CPRA Request No. 2: All RBR Public-Benefit Records, Staff Inquiries, Emails, Responses, Program Documentation, and Allegations of Noncompliance

Sent from my iPhone

On Oct 15, 2026, at 9:04 AM, Greg Hedrick < > wrote:

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 < > 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 < > 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 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

From: Greg Hedrick
Sent: Saturday, October 17, 2026 12:36:41 PM (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:

Ten days of requests for transparency. Ten days of demands for accountability. Ten days without a substantive meeting with the leadership of Rose Bowl Riders.

And now the City is approaching a critical deadline under the California Public Records Act.

Monday, October 19, 2026, is the date the City previously identified for initial production of responsive records concerning CPRA Requests 0047452 and 0047494.

It is also the final business day before the City Council is scheduled to consider Agenda Item 8, which would rescind the September 21 termination notice and authorize a replacement notice requiring Rose Bowl Riders to vacate by January 31, 2027.

The City cannot reasonably expect the public to evaluate the evidence underlying this termination while withholding readily available records until after the Council has acted.

I. THE CALIFORNIA PUBLIC RECORDS ACT IMPOSES ENFORCEABLE OBLIGATIONS

Government Code § 7922.535 generally requires an agency to determine within 10 days of receiving a request whether it seeks disclosable public records and to notify the requester of that determination.

The statute permits an extension of up to 14 additional days in qualifying unusual circumstances, provided the agency gives the required notice.

Government Code § 7922.530 separately requires that public records be made promptly available for inspection and that copies be provided upon request, subject to applicable exemptions and lawful procedures.

These are statutory duties, not discretionary courtesies.

The distinction is important: the 10-day provision generally concerns the determination, while production must proceed promptly. It does not automatically make every requested document due on the tenth day.

Nevertheless, the City has already indicated that responsive disclosable records have been identified and has communicated an initial production date of October 19.

RBR therefore demands that the City honor that production commitment and promptly release all nonexempt responsive records ready for disclosure.

If the City contends that its statutory determination deadline has been extended, it must identify the applicable request, the notice provided, and the lawful basis for that extension.

If the City has already made the required determination, it must not confuse that fact with permission to delay production without justification.

II. MONDAY, OCTOBER 19 — FORMAL DEMAND FOR COMPLIANCE

RBR demands that by the close of business on Monday, October 19, 2026, the City:

1. Produce the nonexempt responsive records it previously indicated would be included in the initial production.
2. Provide any additional responsive records that are ready for release.
3. Confirm the determination and applicable statutory deadline for each pending CPRA request.
4. Identify any properly invoked extension and the date notice was provided.
5. Provide an updated, reasonable production schedule for remaining records.
6. Identify the statutory basis for any withholding or redaction, as required by applicable law.
7. Identify the City official responsible for coordinating compliance.

If the City misses an applicable statutory deadline without a lawful extension or otherwise unlawfully delays access to disclosable records, RBR will consider all available enforcement remedies.

The City has already identified October 19 as an anticipated production date. RBR expects that commitment to be honored.

III. THE OCTOBER 20 COUNCIL VOTE MAKES THE TIMING ESPECIALLY SERIOUS

The following day, the Council is scheduled to consider rescinding the original termination notice and authorizing another.

That recommendation expressly refers to an apparent demand to cure or correct.

The Council should understand the significance of being asked to take a replacement action while factual disputes and public-records requests remain unresolved.

RBR has challenged the accuracy of staff representations concerning:

- Public-benefit programming, including City arrangements with Ride-On.
- Myrtle Hill Farm's contract for services, which staff has allegedly characterized as a lease.
- Allegations of unlawful conduct by RBR or MHF.
- Deferred maintenance and property conditions.
- RBR's ownership of substantial infrastructure.
- The potential use of equestrian property for parking serving Outward Bound Adventures.
- The factual and procedural grounds for the original termination.

If the requested records bear upon the accuracy of those representations, they are directly relevant to informed public participation and responsible Council deliberation.

The CPRA does not automatically prohibit the Council from acting while a request remains pending.

But the Council has the discretion to continue Item 8, and it should exercise that discretion rather than risk acting on an incomplete factual record.

IV. THE CITY'S STAFF MUST NOT USE PROCEDURAL EXPLANATIONS TO EVADE SUBSTANTIVE ACCOUNTABILITY

Jeffrey Hernandez has previously emphasized that the CPRA does not require responses within 24 hours or compel City employees to provide narrative answers.

Those propositions do not excuse noncompliance with the statute's actual deadlines.

Nor do they address RBR's separate requests for meetings, contractual explanations, and clarification of the termination decision.

The City must distinguish between what the CPRA does not require and what it affirmatively commands.

RBR is not asking the City to invent records or waive lawful exemptions.

We are demanding timely statutory determinations, prompt production of disclosable records, and honest communication about the status of documents the City has already identified.

The City Attorney and City Manager should personally ensure that these obligations are being addressed.

V. OUTWARD BOUND, CEQA, AND THE NEED FOR DISCLOSURE BEFORE COUNCIL ACTION

RBR has separately requested records concerning Outward Bound Adventures, including the June 22, 2026 staff report, pre-development agreements, operating arrangements, traffic studies, parking assessments, and environmental analyses.

Those records may bear upon whether the City contemplated alternative uses of property currently occupied by RBR.

Agenda Item 8 proposes a categorical exemption under CEQA Guidelines § 15301.

The Council should not approve an environmental finding without understanding the actual scope of the action and whether any materially related property-use commitments exist.

RBR does not contend that every future-use discussion necessarily requires CEQA review.

However, if the termination forms part of a sufficiently defined or committed development proposal, the City must evaluate its obligations under applicable CEQA principles, including *Save Tara v. City of West Hollywood*, 45 Cal.4th 116 (2008).

RBR again requests that the City produce all readily available nonexempt agenda, agreement, and environmental records before October 20.

VI. NOTICE OF POTENTIAL JUDICIAL ENFORCEMENT

Government Code § 7923.000 et seq. provides judicial remedies for unlawful withholding of public records.

Where authorized, a prevailing requester may recover attorney's fees and costs.

If the City fails to meet an applicable statutory determination deadline or unlawfully delays access to disclosable records, RBR reserves the right to seek judicial enforcement without further warning.

This notice does not assert that a missed estimated production date, standing alone, automatically establishes a CPRA violation.

The legal question will depend on the request dates, statutory notices, the City's actual determinations, the records available for release, and the reasonableness of its production efforts.

But the City should not mistake that legal distinction for an absence of enforceable duties.

VII. FORMAL DEMAND TO CONTINUE OCTOBER 20 AGENDA ITEM 8

RBR formally requests that the Council continue Item 8 until:

1. The City completes its required CPRA determinations and produces the immediately available nonexempt records relevant to the decision.
2. The Council receives an independent review of disputed staff representations.
3. The City addresses the legal and factual basis for rescinding the September 21 notice.

4. The City clarifies its CEQA analysis and any relevant Outward Bound property-use proposals.
5. Authorized City representatives meet with RBR leadership.

Proceeding with another termination vote before examining the evidence may be legally permissible in some circumstances. That does not make it responsible governance.

VIII. FINAL NOTICE — DAY TEN

Mayor Gordo and Members of the Council:

Monday is not simply another day on the calendar.

It is the City's previously identified initial production date, the point at which applicable statutory response deadlines must be evaluated, and the last business day before the Council considers another termination action.

If the City has responsive nonexempt records ready for release, produce them.

If a statutory deadline applies, comply with it.

If the City's stated reasons for termination are supported by contemporaneous evidence, allow that evidence to be examined.

And if City staff has supplied the Council with materially incomplete or inaccurate information, the Council must correct the record before acting.

Rose Bowl Riders has served Pasadena for approximately eight decades.

It should not have to spend ten consecutive days demanding a meeting and access to the documents underlying a decision threatening its continued existence.

The City has had time to prepare another termination recommendation. It must now demonstrate that it has given equal attention to its obligations of transparency, accuracy, and lawful administration.

Produce the records Monday. Continue Item 8 Tuesday. Investigate the facts. Meet with RBR leadership.

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

Sincerely,

Greg Hedrick
Myrtle Hill Farm / Rose Bowl Riders

Existing CPRA Requests: 0047452 and 0047494
Additional Requests: Howard Tan; Outward Bound Adventures; CEQA and Agenda Item 8; RBR Public-Benefit Programming

Sent from my iPhone

On Oct 16, 2026, at 12:53 PM, Greg Hedrick <myrtlehillfarm1@yahoo.com> wrote:

Dear Public Records Officer:

Pursuant to the **California Public Records Act (CPRA), Government Code § 7920.000 et seq.**, I hereby submit a formal request for the following existing public records maintained by the City of Pasadena.

These records concern the proposed termination of Rose Bowl Riders' tenancy at the Pasadena Equestrian Center and the City's arrangements with Outward Bound Adventures at Hahamongna Watershed Park.

1. OCTOBER 20, 2026 — CITY COUNCIL AGENDA ITEM 8

The complete October 20, 2026 City Council Item 8 staff report concerning the rescission of the September 21, 2026 Rose Bowl Riders termination notice and proposed authorization of a replacement termination notice.

Please include all supporting attachments, exhibits, referenced documents, proposed resolutions, CEQA exemption findings, environmental analyses, and other materials prepared for or submitted to the City Council in connection with this agenda item.

2. JUNE 22, 2026 — OUTWARD BOUND ADVENTURES

The complete June 22, 2026 City Council staff report concerning Outward Bound Adventures, including all supporting attachments, exhibits, maps, site plans, financial analyses, environmental documents, and referenced agreements.

3. OUTWARD BOUND ADVENTURES — DEVELOPMENT AND OPERATING AGREEMENTS

All executed pre-development agreements between the City of Pasadena and Outward Bound Adventures, including amendments, extensions, modifications, and exhibits.

Please also produce all existing, nonexempt draft development agreements, operating agreements, leases, licenses, memoranda of understanding, and related agreements concerning Outward Bound Adventures' proposed or existing operations at Hahamongna Watershed Park.

4. TRAFFIC, TRANSPORTATION, FEASIBILITY, AND ENVIRONMENTAL RECORDS

All completed or draft studies, reports, assessments, and analyses concerning proposed Outward Bound Adventures operations at Hahamongna Watershed Park, including:

- Traffic impact studies and transportation analyses.
- Parking-demand studies, parking-capacity assessments, and circulation plans.

- Site feasibility studies and operational assessments.
- Environmental assessments and CEQA-related analyses.
- Studies evaluating the proposed use of existing equestrian property or infrastructure.
- Site plans, development concepts, and supporting technical studies referenced by any of the foregoing documents.

This request includes existing preliminary, revised, and final versions of responsive records, whether or not formally adopted or approved.

REQUEST FOR EXPEDITED DISCLOSURE

City Council Agenda Item 8 is scheduled for consideration on October 20, 2026.

The requested documents are directly relevant to the public's ability to evaluate the proposed termination, the City's environmental findings, and any relationship between the termination and contemplated future uses of City-owned property.

Accordingly, I request **immediate electronic production of all readily available responsive records, preferably before the October 20 Council meeting.**

If some records are immediately available while others require additional review, please provide the available nonexempt records on a rolling basis rather than withholding the entire production pending completion of the search.

Under Government Code § 7922.535, the City must make its determination within the applicable statutory period, subject to authorized extensions. I recognize that the CPRA does not automatically require production before October 20; expedited disclosure is expressly requested in the interest of meaningful public participation.

PRODUCTION AND WITHHOLDING REQUIREMENTS

Please:

1. Provide responsive records electronically, preferably in their existing PDF or native electronic formats.
2. Include all attachments and exhibits associated with responsive reports and agreements.
3. Produce reasonably segregable nonexempt portions of records containing exempt information.
4. Identify the specific statutory basis for any withheld material, as required by applicable law.
5. Notify me promptly if clarification is necessary to identify responsive records.
6. Assign a tracking number and acknowledge receipt of this request.

This request is for existing records and does not require the City to create new documents.

Given the impending October 20 Council action, I request that the City treat this matter with appropriate urgency and provide all immediately available responsive documents without unnecessary delay.

Thank you for your prompt attention.

Sincerely,

Greg Hedrick
Myrtle Hill Farm / Rose Bowl Riders

Sent from my iPhone

On Oct 16, 2026, at 9:40 AM, Greg Hedrick < > wrote:

Mayor Gordo and Members of the City Council:

Nine days of demands for accountability. Nine days without a meaningful meeting. And now City staff is asking the Council to rescind its original termination notice and authorize another one.

The City's newly published October 20, 2026 agenda contains an extraordinary admission of procedural concern.

Under **Agenda Item 8**, staff recommends that the City Council:

1. Declare the proposed action categorically exempt from the California Environmental Quality Act.
2. Rescind the September 21, 2026 Notice of Termination in response to an apparent demand to cure or correct.
3. Authorize the City Manager to issue another termination notice requiring Rose Bowl Riders to vacate by January 31, 2027.

The City is now asking its elected officials to approve a replacement termination before resolving substantial questions about the accuracy of the information its own employees supplied to them.

That is unacceptable.

Rose Bowl Riders has served Pasadena for approximately 80 years. It has maintained and operated an equestrian facility, provided community programming, supported youth education, and invested substantial resources in infrastructure on City-owned property.

RBR disputes the City's termination allegations.

We further maintain that City staff has materially mischaracterized Myrtle Hill Farm's contractual relationship with RBR and failed to accurately account for the public-benefit programming conducted at the facility.

Recent communications also raise questions about whether City staff has discussed repurposing part of the property for parking serving Outward Bound.

The Council should not authorize another termination until it determines whether its staff has presented a complete, accurate, and independently verifiable account of the facts.

This letter constitutes a formal objection to Agenda Item 8, a demand for independent investigation, two separate California Public Records Act requests, and notice of potential judicial proceedings.

I. OCTOBER 20, 2026 — THE CITY IS ATTEMPTING TO REPLACE A CHALLENGED TERMINATION

The City's recommendation to rescind the September 21 notice is significant.

It expressly references an apparent demand to cure or correct the earlier action.

California Government Code § 54960.1 establishes a procedure for challenging and, where appropriate, curing or correcting certain actions taken in violation of the Ralph M. Brown Act.

A public agency may be able to cure a procedural defect through subsequent lawful action.

But rescinding a challenged action and repeating the desired outcome does not automatically establish that the original decision was lawful, that the underlying factual allegations were accurate, or that every independent legal defect has been resolved.

The Council should require answers to the following before voting:

What specific defect prompted the recommendation to rescind the September 21 notice?

Was the original termination authorized by the City Council, the City Manager, or another official?

Did the City determine that its earlier action presented a Brown Act concern?

Who made that determination, and when?

What documents and legal analyses were supplied to staff and elected officials?

Is the Council now being asked to ratify an outcome that City staff previously pursued without sufficient authority?

What independent factual review has been performed since the original notice?

The City should not characterize this process as a purely technical correction without explaining what is being corrected.

A second vote cannot substitute for a competent investigation into the factual foundation of the first decision.

II. CITY STAFF HAS FAILED THE COUNCIL, THE PUBLIC, AND ROSE BOWL RIDERS

The City's handling of this matter raises serious concerns about administrative competence, factual accuracy, and the quality of advice being provided to elected officials.

RBR has repeatedly requested documentation supporting allegations concerning maintenance, property conditions, insurance, public-benefit obligations, and contractual relationships.

Rather than providing meaningful substantive engagement, City representatives have continued to rely upon contested assertions.

Jeffrey Hernandez has responded to detailed correspondence by explaining the limits of the Public Records Act while failing to address separate demands concerning contractual rights, termination authority, property ownership, and negotiations.

More troubling, Mr. Hernandez reportedly discussed a possible Outward Bound parking proposal with RBR member Nancy Rose while RBR leadership continued to seek an official meeting.

The public deserves to know whether the City's elected representatives are being asked to rely upon staff conclusions that have not been independently verified.

If staff represented that RBR had failed to provide public-benefit programming without reviewing available City contracts and communications, that would constitute a serious failure of diligence.

If staff characterized Myrtle Hill Farm as holding a lease when the operative agreement is instead a contract for services, that would require immediate correction.

If staff made categorical allegations of illegal conduct without identifying the specific law allegedly violated and the supporting evidence, those representations demand scrutiny.

And if any employee knowingly provided false information to the City Council, that would be a matter of profound public concern requiring formal investigation and appropriate disciplinary action.

RBR does not ask the Council to presume intentional dishonesty before reviewing the evidence.

We ask something more fundamental:

Stop treating staff assertions as established facts simply because they appear in a municipal agenda report.

The Council's responsibility is to exercise independent judgment, not merely approve conclusions presented by employees whose conduct and factual representations are themselves in dispute.

III. MYRTLE HILL FARM HAS A CONTRACT FOR SERVICES — NOT THE LEASE STAFF HAS ALLEGED

One of the most consequential factual disputes concerns Myrtle Hill Farm.

Myrtle Hill Farm's position is unequivocal: its agreement with Rose Bowl Riders is a contract for services, not a lease of the City's property.

MHF provides equestrian instruction, training, horse-related services, and associated operations pursuant to its contractual relationship with RBR.

The City should not substitute an inaccurate contractual label for the actual terms of the agreement.

California law examines the substance of an arrangement, including the rights actually granted, rather than relying exclusively upon its title.

The distinction between a service contract, license, and lease can have substantial legal consequences.

In particular, a lease generally involves a right of possession, while a service arrangement may instead authorize the performance of specified activities without conveying a separate possessory estate.

The Council must therefore examine the operative agreement and the actual rights granted before accepting staff's characterization.

RBR demands that the City identify:

1. Every document upon which staff relied in describing MHF as a lessee.
2. The specific provision allegedly granting MHF a leasehold or exclusive possessory interest.
3. Any City legal opinion or staff memorandum analyzing that characterization, subject to lawful privilege claims.
4. The identity of the employee who first described MHF's arrangement as a lease.
5. Every agenda report or communication repeating that description.

If the agreement is a contract for services, staff must correct any materially inaccurate representation to the Council.

RBR also disputes any suggestion that the mere existence of its contractual relationship with MHF constitutes illegal conduct.

No City employee should characterize lawful commercial or nonprofit service arrangements as illegal without identifying the specific statutory, regulatory, or contractual prohibition allegedly violated.

RBR maintains that neither its operations nor MHF's service agreement establish the illegal conduct apparently suggested in staff representations.

If the City disagrees, it should identify the precise conduct, applicable legal provision, and supporting evidence.

Accusations are not findings. Staff opinions are not judicial determinations. And repeating a disputed allegation does not transform it into a proven violation.

IV. PUBLIC-BENEFIT PROGRAMMING — DID STAFF IGNORE THE CITY'S OWN RECORDS?

The City's allegations concerning RBR's public-benefit obligations are particularly troubling.

RBR maintains that public-benefit programming has been provided through the facility and that relevant City records directly bear upon the issue.

These include the provision of public-benefit lessons in 2025 and the City's 2026 arrangements involving Ride-On.

RBR has identified a January 30, 2026 communication from Enrique Arroyo discussing a City purchase order with Ride-On for riding lessons through June 30, 2026.

If City staff knew that the City itself had arranged public-benefit riding lessons through Ride-On, how could staff fairly present a categorical claim that no qualifying public-benefit programming was being provided without examining the applicable obligations and actual services?

The existence of a City purchase order does not automatically prove that every obligation under RBR's lease was satisfied.

But it is plainly relevant evidence.

Staff should have examined the applicable lease language, the City-approved program arrangements, the services actually provided, and the respective responsibilities of RBR and the City.

The Council should demand a documented reconciliation of those facts.

Did City employees ask RBR what public-benefit programming was taking place before recommending termination?

Did they request records of lessons, participation, or services?

Did they review the City's own Ride-On purchase order?

Did they communicate with Enrique Arroyo or the relevant program administrators?

Did they distinguish between programs delivered directly by RBR and those delivered through approved providers?

Were Councilmembers informed about the City's own involvement in arranging the 2026 programming?

If staff failed to conduct these basic inquiries, the resulting recommendation may have been materially incomplete.

If staff conducted those inquiries but omitted information contradicting its conclusions, the Council must determine why.

Either possibility demands examination before the Council takes another vote that may permanently displace RBR.

V. FIRST NEW CALIFORNIA PUBLIC RECORDS ACT REQUEST — ALL CEQA AND OCTOBER 20 AGENDA ITEM 8 RECORDS

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

Requested period: January 1, 2023, through the date of the City's responsive search, including earlier documents relied upon in preparing Agenda Item 8.

RBR requests all reasonably identifiable, nonexempt public records concerning the CEQA determination, the rescission of the September 21 termination notice, the proposed replacement notice, and the preparation of October 20, 2026 Agenda Item 8.

A. CEQA EXEMPTION RECORDS

Produce:

1. Every environmental analysis, checklist, memorandum, report, and staff assessment supporting the proposed Class 1 exemption under CEQA Guidelines § 15301.
2. All records evaluating whether the proposed action constitutes a project under CEQA.
3. All records defining the scope of the project considered for environmental review.
4. All records concerning whether termination of RBR is connected to a proposed future use of the property.
5. All records discussing whether a change from equestrian uses to parking or another use requires separate environmental review.
6. All records evaluating exceptions to categorical exemptions under CEQA Guidelines § 15300.2.
7. All records discussing unusual circumstances, cumulative impacts, historical resources, or other potentially relevant environmental considerations.
8. All draft and final proposed findings, exemption analyses, and supporting materials.
9. Any existing Notice of Exemption or draft Notice of Exemption.
10. All communications concerning the selection of the Class 1 exemption.

B. OUTWARD BOUND AND FUTURE PROPERTY USE

Produce all records considered in connection with Agenda Item 8 concerning:

1. Potential Outward Bound parking.
2. Conversion of equestrian areas into parking.
3. Removal, relocation, or demolition of existing improvements.

4. Future operators or users of the Equestrian Center.
5. Alternative land-use proposals.
6. Planning, transportation, environmental, and financial implications of alternative uses.
7. Any proposed or contemplated commitment of property to another organization.

This request supplements, and does not replace, RBR's previously submitted Outward Bound records request.

C. PREPARATION OF AGENDA ITEM 8

Produce:

1. Every draft of the agenda report and staff recommendation.
2. Nonexempt comments, revisions, and instructions concerning those drafts.
3. All communications concerning the decision to rescind the September 21 notice.
4. Records discussing the demand to cure or correct.
5. Records identifying the factual and procedural concerns prompting the replacement notice.
6. Communications concerning the proposed January 31, 2027 deadline.
7. Records evaluating the City's authority to issue a minimum 30-day termination notice.
8. Records discussing whether additional Council authorization was required.
9. Records concerning whether the original termination was legally sufficient.
10. All nonprivileged supporting materials provided to decision-makers.

D. SEARCH AND PRODUCTION

Search the relevant records of the City Manager, City Attorney, City Clerk, Mayor, City Council, Real Property Division, Planning Department, Parks and Recreation, Public Works, and other custodians reasonably likely to possess responsive records.

Include drafts, attachments, archived records, and City-business communications maintained on personal accounts or devices where subject to disclosure.

Produce nonexempt records electronically, with reasonably available attachments and metadata.

Do not silently narrow this request to final approved documents.

This request includes preliminary, rejected, revised, and abandoned analyses.

VI. SECOND NEW CALIFORNIA PUBLIC RECORDS ACT REQUEST — COMPLETE RECORDS OF RBR PUBLIC-BENEFIT PROGRAMMING AND STAFF INVESTIGATIONS

This section constitutes a second, separate California Public Records Act request. It must receive its own tracking number and independent statutory determination.

Requested period: January 1, 2019, through the date of the City's responsive search, including earlier records relied upon in assessing public-benefit obligations.

RBR requests all reasonably identifiable, nonexempt public records concerning the City's understanding, investigation, evaluation, discussion, or characterization of public-benefit programming at Rose Bowl Riders and the Pasadena Equestrian Center.

A. EVERY STAFF EMAIL REQUESTING INFORMATION ABOUT PUBLIC BENEFIT

Produce **every public-record email, including complete responsive threads and attachments, in which any City employee, official, consultant, or representative requested, sought, discussed, or attempted to determine what public-benefit programming RBR was providing.**

This includes emails asking:

- What public-benefit programs RBR provides.
- Whether public riding lessons are being offered.
- Whether lessons are free, discounted, subsidized, or open to the public.
- Who provides the lessons.
- How many participants are served.
- Whether RBR has satisfied its public-benefit obligations.
- Whether Ride-On or another provider is conducting lessons.
- Whether RBR should be contacted for documentation.
- Whether records of lessons, attendance, or participation exist.
- Whether City-sponsored programming satisfies any contractual obligation.
- Whether RBR has failed to meet a public-benefit requirement.

This request includes every such inquiry, however informal, preliminary, repetitive, or insignificant the City may consider it.

B. ALL RESPONSES TO THOSE INQUIRIES

Produce every responsive record containing answers, information, attachments, follow-up questions, or conclusions arising from the inquiries described above.

This includes:

1. Responses from RBR.
2. Responses from MHF.
3. Responses from Ride-On.
4. Responses from Enrique Arroyo and other PRCS personnel.

5. Responses from City contractors and service providers.
6. Internal staff responses.
7. Communications identifying existing program records.
8. Communications reporting that information was unavailable or had not been requested.

C. ALL PUBLIC-BENEFIT PROGRAM DOCUMENTATION

Produce:

1. Public-benefit reports and program summaries.
2. Lesson schedules, attendance reports, and participation records maintained by the City.
3. City-sponsored equestrian program records.
4. Agreements, purchase orders, invoices, and payment records concerning Ride-On.
5. Records concerning 2025 public-benefit lessons and their providers.
6. Records concerning 2026 City-funded or City-arranged lessons.
7. Communications with RBR concerning the delivery or documentation of public benefits.
8. Records of public access, youth instruction, community outreach, and qualifying programming.
9. Staff assessments of compliance with public-benefit obligations.
10. Records identifying the precise contractual requirements staff believed were unmet.

D. ALL COMMUNICATIONS SUPPORTING THE ALLEGATION OF NONCOMPLIANCE

Produce every responsive record in which City personnel:

1. Alleged that RBR failed to provide required public benefits.
2. Recommended citing public-benefit deficiencies as grounds for termination.
3. Discussed whether evidence supported such allegations.
4. Questioned the accuracy of public-benefit compliance information.
5. Identified contrary evidence.
6. Discussed the City's own involvement in arranging lessons.
7. Considered whether the allegations should be included in the September 21 termination correspondence.
8. Discussed presenting public-benefit allegations to the Mayor or Council.
9. Drafted or revised public-benefit findings for any staff report.

10. Discussed whether RBR had been given an opportunity to respond.

E. COMPLETE RECORDS FROM ALL RELEVANT CITY STAFF

The City must search the offices and systems reasonably likely to contain responsive records, including those of:

- Jeffrey Hernandez.
- Enrique Arroyo.
- The City Manager.
- Parks, Recreation and Community Services personnel.
- The City Attorney's Office, subject to lawful privileges.
- The Mayor and Council offices.
- Real Property staff.
- Finance and procurement personnel.
- Employees responsible for City riding programs.
- Employees who prepared or contributed to the termination recommendation.

Do not restrict the search to communications using the exact words "public benefit."

Reasonable search terms should include variations such as "public benefit," "public-benefit," "riding lessons," "Ride-On," "Rose Bowl Riders," "RBR," "community lessons," "City lessons," "program compliance," and other relevant terminology.

F. REQUIREMENTS FOR BOTH REQUESTS

For each new request, RBR requests:

1. A separate tracking number.
2. A determination within the period prescribed by Government Code § 7922.535, subject to any lawful extension.
3. Production of reasonably segregable nonexempt records.
4. Identification of the statutory grounds for withholding responsive material.
5. Reasonable assistance in identifying records where clarification is necessary.
6. Electronic production of responsive records and available attachments.
7. Preservation of relevant records while these requests and anticipated litigation remain pending.

The City is not required under the CPRA to create records that do not exist or provide narrative answers in place of records.

It is, however, required to comply with its statutory obligations concerning reasonably identifiable existing public records.

VII. CEQA — THE CITY COUNCIL MUST NOT APPROVE AN INCOMPLETE OR MISCHARACTERIZED PROJECT

Agenda Item 8 recommends a categorical exemption under CEQA Guidelines § 15301, commonly known as the Existing Facilities exemption.

That provision generally applies to qualifying activities involving existing facilities with negligible or no expansion of existing or former use.

But the City must accurately identify the activity it is approving and determine whether the exemption applies to that activity.

The Council must examine whether it is considering only a termination notice or whether that action is connected to a broader plan to alter the property's use.

RBR has received information that Jeffrey Hernandez reportedly discussed converting part of the property into parking for Outward Bound.

If that account is accurate, the Council should determine whether such a proposal is merely speculative, independently contemplated, or sufficiently connected to the termination to require consideration in defining the project.

Under *Save Tara v. City of West Hollywood*, 45 Cal.4th 116 (2008), a public agency's commitment to a project may trigger CEQA obligations before the agency labels its action a final approval.

Under *Berkeley Hillside Preservation v. City of Berkeley*, 60 Cal.4th 1086 (2015), the California Supreme Court examined the unusual-circumstances exception to categorical exemptions.

RBR also requests evaluation of whether CEQA Guidelines § 15300.2 applies to any relevant project.

The City cannot use the phrase "Existing Facilities" as a substitute for a defensible analysis of what it is actually approving.

At the same time, RBR recognizes that terminating a tenancy does not necessarily constitute approval of a later parking project and that the existence of preliminary discussions does not automatically invalidate a categorical exemption.

The question is what the record actually establishes.

RBR demands that the Council receive and consider a complete explanation of the project description, exemption analysis, and any reasonably related future-use commitments before voting on Item 8.

If the City has already committed itself to a materially different property use, the legal implications of that commitment must be evaluated.

VIII. THE BROWN ACT — RESCISSION DOES NOT AUTOMATICALLY ERASE EVERY LEGAL ISSUE

The agenda's reference to a demand to cure or correct raises an important procedural issue.

Government Code § 54960.1 provides a mechanism for addressing certain Brown Act violations.

However, the City must distinguish between:

- Correcting a procedural defect in a prior Council action.
- Establishing authority for a replacement termination notice.
- Determining whether the underlying lease permits the termination.
- Resolving factual disputes concerning staff allegations.
- Addressing separate property rights and contractual obligations.

A procedurally proper new vote does not automatically resolve the last three issues.

Nor does it determine ownership of improvements that RBR maintains belong to the organization.

RBR requests that the Council direct the City Attorney to identify which issues the proposed rescission is intended to cure and which remain disputed.

IX. THE COUNCIL MUST INVESTIGATE WHETHER STAFF MISLED ITS ELECTED REPRESENTATIVES

There is now a substantial basis to demand independent review of the information supplied to the Council.

The disputed subjects include:

First: The alleged failure to provide public-benefit programming despite records concerning City-sponsored lessons and Ride-On.

Second: The characterization of Myrtle Hill Farm's contract for services as a lease.

Third: Allegations suggesting unlawful conduct without an identified adjudication or adequately documented legal basis.

Fourth: Maintenance and property-condition allegations whose contemporaneous support RBR has repeatedly requested.

Fifth: The circumstances requiring the City to rescind and replace its original termination notice.

Sixth: The reported discussion of converting part of the property into parking for Outward Bound.

Seventh: The failure to provide meaningful engagement with RBR leadership while staff continued discussing the property's future with others.

The cumulative effect is deeply troubling.

Any one of these matters could result from misunderstanding, incomplete investigation, poor communication, or an ordinary legal disagreement.

But taken together, they warrant examination of whether staff supplied the Council with materially incomplete or inaccurate information.

If employees knowingly misrepresented facts, concealed contradictory information, or deliberately misstated contractual relationships, the Council must not protect them from accountability.

Such conduct, if established, would undermine public confidence in the administration and could create legal and financial exposure for the City.

RBR therefore demands an independent review conducted by persons who did not prepare or approve the challenged termination recommendation.

X. THE CITY SHOULD CONSIDER REMOVAL AND REPLACEMENT OF RESPONSIBLE STAFF

The seriousness of this matter requires more than another explanatory memorandum from the employees whose conduct is being questioned.

The City Council should commission an independent administrative investigation into the preparation, review, and presentation of the termination recommendation.

That investigation should determine:

1. Which employees prepared the factual allegations.
2. Which employees verified the underlying evidence.
3. Which employees reviewed RBR's contractual arrangements.
4. Whether contradictory records were omitted.
5. Whether the Council received inaccurate or incomplete information.
6. Whether any employee knowingly misrepresented material facts.
7. Whether failures of supervision contributed to the disputed action.
8. Whether disciplinary measures, reassignment, or termination are warranted.

If an independent investigation establishes deliberate deception, gross incompetence, or serious misconduct, the City should remove responsible employees from their positions and replace them with qualified personnel.

Where failures are systemic, the review should extend to the responsible management structure.

Pasadena taxpayers should not be expected to finance an administration that cannot accurately describe its own contracts, examine its own public-benefit records, or properly advise elected officials before taking action against an 80-year-old nonprofit.

Personnel decisions must comply with applicable civil-service rules, employment contracts, due process, and other governing law.

But those protections do not excuse proven misconduct.

Public employment is a position of trust. Employees who materially betray that trust should not continue exercising authority over consequential municipal decisions.

XI. POTENTIAL LEGAL CONSEQUENCES

The City should recognize that proceeding without resolving these questions may create additional litigation risk.

Brown Act litigation: An improperly noticed or authorized action may be subject to available statutory remedies, subject to strict procedural requirements and deadlines.

CEQA litigation: If the City approves an action requiring environmental review without legally sufficient compliance, an appropriate party may seek judicial review under Public Resources Code § 21167 et seq., subject to applicable limitations periods.

Contractual litigation: The validity of termination, the applicable notice requirements, and the parties' respective rights remain dependent upon the governing agreements and evidence.

Property litigation: RBR's asserted ownership of substantial infrastructure may require independent declaratory or other relief.

Public-records enforcement: Improper withholding of nonexempt records may be challenged under Government Code § 7923.000 et seq., with fees and costs available where authorized.

Misrepresentation: If the evidence establishes actionable false representations and the required legal elements, additional claims may warrant consideration, subject to governmental immunities and other defenses.

Evidence preservation: Improper destruction of relevant evidence after preservation duties arise may have procedural and evidentiary consequences.

The Council should not expose Pasadena to avoidable legal expense merely to defend a recommendation that has not received adequate independent scrutiny.

XII. DEMAND TO CONTINUE OCTOBER 20 AGENDA ITEM 8

RBR formally requests that the City Council **continue Item 8 to a later public meeting** rather than authorize another termination notice on October 20.

Before reconsidering the matter, the Council should:

1. Obtain an independent review of the disputed staff representations.
2. Examine MHF's actual service agreement.
3. Review the City's own records concerning public-benefit programming.
4. Evaluate the legal basis for the original notice and proposed replacement.
5. Review the CEQA exemption and any relevant future-use proposals.
6. Address the ownership and disposition of RBR's improvements.

7. Schedule a substantive meeting with authorized RBR representatives.
8. Direct staff to provide the Council with an accurate account of unresolved factual disputes.

A continuance is not a concession to RBR. It is a reasonable safeguard against making another consequential decision on an incomplete record.

XIII. FORMAL PRESERVATION DEMAND

Litigation concerning the disputed termination and related property interests is reasonably anticipated.

The City is requested to preserve all potentially relevant documents and electronically stored information, including:

- Drafts of Agenda Item 8.
- CEQA analyses and communications.
- Records concerning the demand to cure or correct.
- Public-benefit program records and related staff inquiries.
- Ride-On purchase orders, contracts, and communications.
- Myrtle Hill Farm agreements and staff characterizations of those agreements.
- Records supporting allegations of unlawful conduct.
- Maintenance and inspection records.
- Outward Bound communications and parking proposals.
- Jeffrey Hernandez's communications concerning RBR.
- Communications between City staff and elected officials about the termination.
- Relevant drafts, revisions, metadata, notes, and attachments.

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

XIV. FINAL DEMANDS — DAY NINE

RBR demands the following:

FIRST: Continue October 20 Agenda Item 8 until the Council has received an independently reviewed factual and legal record.

SECOND: Schedule an immediate meeting between authorized City leadership and RBR.

THIRD: Open two separate CPRA requests: one concerning CEQA and Agenda Item 8, and another concerning all public-benefit programming records and staff inquiries.

FOURTH: Identify the contractual and legal basis for characterizing MHF as a lessee rather than a service contractor.

FIFTH: Identify the specific law and factual evidence supporting any allegation that RBR or MHF engaged in illegal conduct.

SIXTH: Direct an independent investigation into materially inaccurate or incomplete staff representations.

SEVENTH: Consider disciplinary action, including dismissal where warranted, against employees found responsible for knowing misrepresentations or serious misconduct.

EIGHTH: Provide the City's position on a negotiated standstill concerning termination enforcement.

NINTH: Preserve all relevant evidence.

TENTH: Provide the Council and public with a clear explanation of why the September 21 notice must now be rescinded.

RBR requests an expedited administrative response before the October 20 meeting. This request does not purport to alter statutory public-records deadlines.

XV. FINAL NOTICE — NINE DAYS, EIGHTY YEARS, AND A CITY COUNCIL BEING ASKED TO VOTE AGAIN

Mayor Gordo and Members of the Council:

For nine days, Rose Bowl Riders has sought answers.

We have requested meetings, supporting records, explanations of contractual authority, and clarification of the City's intentions.

Instead, the public now sees staff recommending that the Council withdraw one termination notice and issue another.

What the public has not received is a convincing demonstration that the original recommendation was based upon a complete and accurate investigation.

City employees are not entitled to automatic deference merely because they hold municipal positions.

Their representations must be accurate.

Their legal conclusions must be defensible.

Their recommendations must withstand scrutiny.

And when serious questions arise about the accuracy of information supplied to elected officials, the Council has a responsibility to investigate rather than simply repeat the proposed action.

If City staff misrepresented Myrtle Hill Farm's contractual relationship, failed to account for public-benefit programming, or knowingly supplied false allegations to justify termination,

those responsible should be held personally accountable through lawful administrative procedures.

If the City's own employees cannot competently manage this matter, the City should replace those responsible with people who can.

The Council should not allow its authority to become a mechanism for insulating questionable staff conduct from examination.

Pasadena's elected officials are responsible to the public—not to the preservation of a staff recommendation at any cost.

On October 20, the Council has an opportunity to demonstrate that it values accuracy, transparency, lawful process, and responsible government.

Do not authorize another termination before examining why the first one is being withdrawn.

Do not accept unsupported allegations as established facts.

Do not allow disputed contractual relationships to be rewritten through staff reports.

Do not approve a CEQA finding without understanding the actual action and any materially connected future-use plans.

And do not allow the people responsible for preparing this recommendation to be the sole judges of its accuracy.

Rose Bowl Riders is prepared to defend its rights through every lawful avenue available.

Continue Item 8. Investigate the staff. Correct the record. Produce the documents. Schedule the meeting.

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

Sincerely,

Greg Hedrick
Myrtle Hill Farm / Rose Bowl Riders

Existing CPRA Requests: 0047452 and 0047494
Previously Submitted Requests: Howard Tan Commission Records; Outward Bound and Property-Use Records
New CPRA Request No. 1: CEQA, October 20 Agenda Item 8, Rescission, and Replacement Termination
New CPRA Request No. 2: All RBR Public-Benefit Records, Staff Inquiries, Emails, Responses, Program Documentation, and Allegations of Noncompliance

Sent from my iPhone

On Oct 15, 2026, at 9:04 AM, Greg Hedrick > wrote:

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 [redacted] 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 rote:

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 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 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

From: Greg Hedrick <r
Sent: Monday, October 19, 2026 8:30:00 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.

October 19, 2026

TO: Mayor Victor Gordo and Members of the Pasadena City Council

CC: Interim City Manager Matthew Hawkesworth; City Attorney; City Clerk; David A. Klug, Economic Development Director; Jeffrey Hernandez, Real Property Manager; Public Records Officer

RE: DAY TWELVE — OCTOBER 20 AGENDA ITEM 8; CONTRADICTORY STAFF REPRESENTATIONS; MYRTLE HILL FARM'S CONTRACTUAL STATUS; OWNERSHIP OF IMPROVEMENTS; BROWN ACT; CEQA; OUTSTANDING PUBLIC RECORDS REQUESTS; NEW CPRA REQUEST FOR ALL RESPONSIVE RECORDS HELD BY COUNCILMEMBER TYRONE HAMPTON

Mayor Gordo and Members of the City Council:

Twelve days. Twelve days of unanswered substantive concerns, repeated requests for meetings, demands for public records, and unresolved questions concerning the City of Pasadena's decision to terminate Rose Bowl Riders' tenancy.

Tomorrow, October 20, the City Council is scheduled to consider Agenda Item 8, recommending that the City rescind its September 21, 2026 termination notice and authorize a replacement notice requiring Rose Bowl Riders to vacate by January 31, 2027.

The Council is being asked to authorize this action despite material questions concerning the accuracy of staff representations, the City's contractual obligations, the ownership of substantial improvements, the circumstances surrounding the original termination, and the adequacy of the proposed environmental determination.

The Council must independently examine these matters rather than simply rely upon the conclusions of the officials whose conduct and representations are now disputed.

This letter constitutes a formal objection to proceeding with Agenda Item 8 without adequate examination of those issues, a follow-up concerning outstanding public records requests, and two additional independent California Public Records Act requests.

I. THE CITY'S OWN DOCUMENTS RAISE MATERIAL QUESTIONS ABOUT THE ACCURACY OF STAFF REPRESENTATIONS

The October 20 staff report acknowledges that the 1994 Fourth Amendment transferred ownership of structures and improvements on the property to Rose Bowl Riders.

It further acknowledges that the City's future use of the premises may require replacement of improvements removed by RBR.

These statements have substantial contractual, financial, and operational significance.

The City must identify the improvements owned by RBR, the applicable removal and restoration provisions, and the costs associated with any replacement operation.

The Council should not authorize displacement of the existing operator without first understanding the property interests being affected and the financial consequences of the proposed action.

II. THE CITY'S OWN 2023 CORRESPONDENCE DISTINGUISHES MYRTLE HILL FARM FROM A TENANT OR SUBTENANT

On June 6, 2023, Jeffrey Hernandez sent written responses concerning the proposed Tenth Amendment.

In that correspondence, he expressly explained that a third-party independent operator or user was a commercial user of the RBR premises who was **not a tenant**, specifically because the Ninth Amendment prohibited assignment or subleasing.

Mr. Hernandez identified Myrtle Hill Farm's operations in explaining the terminology.

The executed Tenth Amendment subsequently addressed third-party independent operators, including Myrtle Hill Farm.

This contemporaneous written evidence must be reconciled with any subsequent representation to the Council that Myrtle Hill Farm possessed an independent lease or operated as an unauthorized subtenant.

MHF maintains that its relationship with RBR is contractual and service-based, not a separate leasehold granted by the City.

The legal classification ultimately depends upon the governing documents and the actual rights conveyed. Nevertheless, the City's own written explanation is directly relevant evidence.

If City officials have represented that MHF holds a lease, the Council is entitled to know the documentary basis for that assertion.

RBR demands production of any alleged MHF lease, or identification of the records supporting the City's characterization.

If no such instrument exists, staff should correct any materially inaccurate statement before the Council acts.

III. THE PROPOSED RESCISSION DOES NOT AUTOMATICALLY RESOLVE THE BROWN ACT CONCERNS

Agenda Item 8 acknowledges that the City received a September 26, 2026 communication alleging Brown Act violations associated with the September 8 closed session.

The report recommends rescinding the September 21 termination notice in response.

Government Code § 54960.1 establishes procedures through which qualifying actions may be challenged and cured or corrected.

A rescission may address certain procedural concerns, but whether it constitutes a legally sufficient cure depends upon the nature of the original action and the applicable statutory requirements.

The Council should require a clear explanation of what occurred during the September 8 closed session, what authority supported the September 21 notice, and whether the proposed replacement action represents a genuinely independent public decision.

RBR requests that the City Attorney address these questions before any vote.

IV. THE CITY MUST SUBSTANTIATE ITS CEQA DETERMINATION

Agenda Item 8 recommends reliance on the Class 1 existing-facilities exemption under CEQA Guidelines § 15301.

The report states that future leasing or operation will not expand the existing use.

However, the report also recommends authorizing short-term emergency management of the stables and arena.

Separate questions remain concerning Outward Bound Adventures and whether any portion of the existing equestrian property has been considered for alternative use, including parking.

Under *Save Tara v. City of West Hollywood* (2008) 45 Cal.4th 116, CEQA obligations may arise before final project approval where an agency has made a sufficient commitment to a defined project.

CEQA Guidelines § 15300.2 also establishes exceptions to categorical exemptions under specified circumstances.

RBR requests disclosure of the factual basis supporting the proposed exemption and clarification of whether the City has considered or committed to materially different uses of the premises.

The existence of preliminary discussions alone does not establish a CEQA violation. The Council must nevertheless evaluate the actual action being approved and any legally relevant connected activities.

V. FOLLOW-UP — OCTOBER 16 PUBLIC RECORDS REQUESTS REMAIN UNACKNOWLEDGED

On Friday, October 16, 2026, additional CPRA requests were submitted concerning the October 20 agenda report, Outward Bound Adventures, development agreements, environmental records, parking studies, and related matters.

As of this correspondence, RBR has not received confirmation that those requests were received and assigned for processing.

RBR demands immediate acknowledgment and tracking numbers for each outstanding request.

Government Code § 7922.535 generally requires a determination within 10 days after receipt, subject to properly invoked statutory extensions.

The absence of an acknowledgment within one business day is not, by itself, a CPRA violation. Nevertheless, basic confirmation of receipt is an appropriate administrative response, particularly with a Council vote scheduled the following day.

The City has also previously identified **October 19, 2026, as the anticipated initial production date for CPRA Requests 0047452 and 0047494.**

RBR demands that the City commence that production as represented, release available nonexempt records promptly, and explain any departure from its stated schedule.

VI. NEW INDEPENDENT CPRA REQUEST — ALL RESPONSIVE RECORDS IN THE POSSESSION, CUSTODY, OR CONTROL OF COUNCILMEMBER TYRONE HAMPTON

THIS SECTION CONSTITUTES A NEW AND SEPARATE FORMAL CALIFORNIA PUBLIC RECORDS ACT REQUEST PURSUANT TO GOVERNMENT CODE § 7920.000 ET SEQ.

IDENTIFIED CUSTODIAN: COUNCILMEMBER TYRONE HAMPTON

TIME PERIOD: JANUARY 1, 2020, THROUGH THE DATE OF THE CITY'S RESPONSIVE SEARCH.

I hereby request all existing, nonexempt public records in the possession, custody, or control of Councilmember Tyrone Hampton, including records maintained by his office, City staff acting on his behalf, or other City repositories, that concern, reference, mention, or discuss any of the following:

A. ROSE BOWL RIDERS

All records containing or referencing:

- Rose Bowl Riders;
- RBR;
- Pasadena Equestrian Center;
- RBR's lease, tenancy, operations, management, or termination;
- RBR's Board of Directors;
- RBR's public-benefit programs;
- RBR's relationship with City staff; or
- The September 21, 2026 termination and October 20 Agenda Item 8.

B. TOM SAWYER CAMP

All records containing or referencing:

- Tom Sawyer Camp;
- Tom Sawyer Camps;
- Tom Sawyer;

- Tom Sawyer's use or occupation of City-owned property;
- Boarding horses or equestrian operations associated with Tom Sawyer;
- Tom Sawyer's contractual relationship with the City;
- Insurance, permits, improvements, public benefits, or property-use issues involving Tom Sawyer; or
- Communications comparing Tom Sawyer's operations with those of Rose Bowl Riders or Myrtle Hill Farm.

C. MYRTLE HILL FARM

All records containing or referencing:

- Myrtle Hill Farm;
- Myrtle Hill Farm LLC;
- MHF;
- Katherine Ginzton or Greg Hedrick in connection with MHF, RBR, or the Pasadena Equestrian Center;
- MHF's contractual relationship with RBR;
- MHF's equestrian operations on the premises; or
- Any representations about MHF's legal status, contractual rights, or authorization to operate.

D. ALL REPRESENTATIONS THAT MYRTLE HILL FARM HAS OR HAD A LEASE

I specifically request every existing record in which Councilmember Hampton, City staff, or any other person asserted, questioned, repeated, discussed, or was informed that Myrtle Hill Farm possesses or possessed a lease, sublease, tenancy, rental agreement, license, or other independent right of occupancy at the Rose Bowl Riders premises.

This request includes communications using phrases such as:

- "Myrtle Hill Farm lease";
- "MHF lease";
- "Myrtle Hill Farm sublease";
- "MHF subtenant";
- "Myrtle Hill Farm tenant";

- "MHF tenant";
- "unauthorized lease";
- "illegal sublease";
- "commercial lease";
- "third-party operator"; or
- Substantially similar terminology.

Please produce the complete responsive communications, including available attachments and relevant message chains, rather than isolated excerpts.

This request specifically includes records discussing whether the City ever executed, approved, recognized, rejected, or requested a separate lease involving MHF.

E. COMMUNICATIONS WITH CITY STAFF AND THIRD PARTIES

All responsive records involving Councilmember Hampton and:

- Jeffrey Hernandez;
- David A. Klug;
- Matthew Hawkesworth;
- The City Attorney's Office;
- PRCS officials;
- Other Councilmembers;
- Current or former RBR members;
- Tom Sawyer Camp representatives;
- Myrtle Hill Farm representatives;
- Outward Bound Adventures representatives; or
- Other persons communicating about the identified subjects.

F. ALL RESPONSIVE COMMUNICATION FORMATS

This request expressly includes the following categories of existing records, regardless of whether they are maintained in paper or electronic form:

1. Emails, including attachments, forwarded messages, and complete responsive threads.
2. SMS and MMS text messages.

3. iMessages and other electronic messaging records.
4. WhatsApp, Signal, or other messaging-app communications used to conduct City business, to the extent they constitute public records and are not otherwise exempt.
5. Written or electronic notes of telephone conversations.
6. Call summaries, contact reports, and memoranda memorializing telephone conversations.
7. Existing telephone logs or call records that identify communications responsive to this request, to the extent disclosable.
8. Meeting notes, handwritten notes, memoranda, and briefing documents.
9. Calendar invitations and meeting records.
10. Letters, correspondence, reports, and internal communications.
11. Existing draft and final documents containing responsive information.
12. Responsive records stored in City systems or personal accounts and devices used for official City business.

G. PERSONAL ACCOUNTS AND DEVICES USED FOR PUBLIC BUSINESS

Under *City of San Jose v. Superior Court* (2017) 2 Cal.5th 608, otherwise qualifying public records concerning official government business do not become categorically exempt from the CPRA merely because they are maintained in a public official's personal email account or electronic device.

Accordingly, this request includes responsive public records relating to City business maintained on personal devices or accounts used by Councilmember Hampton in conducting official business.

I request that the City undertake an appropriate, reasonable search for those records, including through the procedures recognized in City of San Jose.

This request does not seek purely private communications unrelated to public business or records protected by applicable law.

H. COMPLETE CONTEXT AND RECORD INTEGRITY

Where a responsive communication is part of a larger email or message thread, please produce the available nonexempt context necessary to understand the responsive portion.

Please include existing attachments, referenced records, and available metadata where maintained and reasonably producible.

Please do not treat the absence of a particular search phrase as excluding a record that substantively discusses one of the identified subjects.

The purpose of this request is to establish what Councilmember Hampton was told, what information he received, what representations were made about RBR and MHF, and whether those representations are consistent with the City's actual contractual documents.

VII. LEGAL BASIS FOR DISCLOSURE OF COUNCILMEMBER HAMPTON'S RESPONSIVE RECORDS

The California Constitution, Article I, Section 3(b), establishes a strong policy favoring public access to information concerning government business.

The CPRA implements that policy through enforceable disclosure obligations.

In *City of San Jose v. Superior Court*, the California Supreme Court held that communications concerning public business may qualify as public records even when maintained in personal accounts or devices.

The appropriate inquiry concerns the content and purpose of the communication, not merely the location where it is stored.

The City must conduct a reasonable search of locations likely to contain responsive records and apply applicable exemptions to specific information where warranted.

A City Councilmember's official communications concerning a public lease, a municipal property dispute, and representations made to elected officials are legitimate subjects of public-records scrutiny.

This request does not assume that Councilmember Hampton engaged in misconduct.

It seeks the existing documentary record so that statements, decisions, and communications may be evaluated accurately.

VIII. SECOND NEW CPRA REQUEST — DOCUMENTS UNDERLYING THE CITY'S TERMINATION RECOMMENDATION

THIS SECTION CONSTITUTES A SECOND NEW, INDEPENDENT CPRA REQUEST. PLEASE ASSIGN A SEPARATE TRACKING NUMBER.

For the period January 1, 2023, through the date of the City's search, please produce all existing nonexempt records concerning:

1. The preparation, approval, and issuance of the September 21 termination notice.

2. The September 8 closed-session agenda item involving 4750 Oak Grove Drive, including nonprivileged records concerning its authorization and the subsequent cure-or-correct demand.
3. Preparation, review, and approval of October 20 Agenda Item 8.
4. The 1994 Fourth Amendment's transfer of improvements to RBR and the City's assessment of those ownership rights.
5. Estimated costs of replacing improvements owned or removed by RBR.
6. Proposed short-term emergency management of the stables and arena.
7. Communications concerning potential replacement operators or future users.
8. City staff's interpretation of MHF's contractual status, including the June 6, 2023 Hernandez correspondence.
9. Records supporting allegations of inadequate public-benefit programming by RBR.
10. PRCS communications, City-sponsored riding programs, and Ride-On agreements or purchase orders relevant to RBR's public-benefit obligations.
11. Environmental analyses supporting the proposed CEQA Class 1 exemption.
12. Records concerning possible parking or alternative uses of RBR property associated with Outward Bound Adventures.
13. Communications identifying errors, omissions, disagreements, or proposed corrections to factual representations made about RBR or MHF.
14. Financial analyses supporting the proposed termination and subsequent management arrangements.

Please include responsive nonexempt emails, attachments, memoranda, studies, plans, correspondence, meeting notes, and existing draft or final documents.

IX. PRODUCTION, PRESERVATION, AND STATUTORY COMPLIANCE

For both new requests, I demand that the City:

1. Assign separate tracking numbers and acknowledge receipt.
2. Conduct a reasonable search of likely custodians and repositories.
3. Include responsive public-business communications on personal accounts or devices where applicable.
4. Produce records electronically in reasonably available formats.
5. Release reasonably segregable nonexempt portions of otherwise exempt records.

6. Identify the statutory basis for any withholding or redaction, as required by law.
7. Provide the determination and estimated availability information required by Government Code § 7922.535.
8. Make responsive nonexempt records promptly available in accordance with Government Code § 7922.530.
9. Preserve relevant records in accordance with applicable retention and litigation-preservation obligations.
10. Produce readily available nonexempt records on a rolling basis where practicable.

These requests are independent of all previously submitted requests. They do not withdraw, narrow, replace, or reset any existing statutory deadline.

X. NOTICE OF ANTICIPATED LITIGATION AND PRESERVATION OF ELECTRONIC EVIDENCE

The City is on notice of reasonably anticipated litigation concerning RBR's termination and related matters.

Accordingly, RBR requests that the City Attorney take appropriate steps to preserve relevant evidence, including responsive records maintained by Councilmember Hampton.

This includes existing official-business text messages, emails, phone-call notes, relevant communications with staff or third parties, and records concerning representations about MHF's contractual status.

The City should ensure that potentially relevant evidence is not lost through routine deletion, device replacement, account closure, or other avoidable destruction where a legal preservation duty applies.

Any applicable litigation hold should extend to relevant custodians and systems.

RBR reserves the right to seek appropriate judicial relief if evidence is unlawfully withheld or destroyed.

XI. FORMAL DEMAND TO CONTINUE OCTOBER 20 AGENDA ITEM 8

RBR formally requests that the Council continue Agenda Item 8 until the following matters have been adequately addressed:

- The City's contractual characterization of Myrtle Hill Farm;
- RBR's ownership and potential removal of improvements;
- The legal basis and procedural history of the original termination;
- The proposed Brown Act cure;

- The factual basis for the proposed CEQA exemption;
- The City's intended short-term management arrangements;
- The outstanding CPRA requests; and
- Any material inaccuracies or omissions in information presented to Councilmembers.

The CPRA does not automatically prevent the Council from proceeding while requests remain pending.

However, the Council has the authority to continue consideration so that material facts can be examined and the public can participate with meaningful access to relevant information.

XII. FINAL NOTICE — THE CITY MUST RECONCILE ITS OWN RECORDS BEFORE ACTING

Mayor Gordo and Members of the Council:

The City's own documents establish that RBR possesses ownership interests in improvements on the property.

The City's own Real Property Manager expressly distinguished Myrtle Hill Farm from a tenant or subtenant in 2023.

The City's own staff report recommends rescinding the original termination notice after a Brown Act challenge.

And now the Council is being asked to authorize another termination before the outstanding questions have been adequately addressed.

If any Councilmember was informed that Myrtle Hill Farm held an independent lease, the public is entitled to examine the nonexempt records documenting that representation.

If City staff provided that information, the source and accuracy of the representation should be examined.

If the City's own records contradict the information supplied, the public record should be corrected.

This is not an unreasonable demand. It is a request that elected officials base their decisions on accurate documents rather than disputed descriptions of those documents.

The Council should require an independent review of material factual disputes and, where warranted, appropriate administrative accountability.

Produce the records. Preserve the evidence. Correct the record. Continue Agenda Item 8. And meet with Rose Bowl Riders before proceeding with another termination action.

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

Sincerely,

Greg Hedrick
Myrtle Hill Farm / Rose Bowl Riders

Existing CPRA Requests: 0047452 and 0047494
Outstanding Requests: October 16, 2026
New CPRA Request No. 1: Councilmember Tyrone Hampton — RBR, Tom Sawyer Camp, MHF, and alleged MHF lease communications
New CPRA Request No. 2: Records supporting termination, contractual representations, CEQA, public benefits, and future property use
Related Council Matter: October 20, 2026 — Agenda Item 8

Sent from my iPhone

On Oct 18, 2026, at 7:22 PM, Greg Hedrick wrote:

Dear Public Records Officer and City Officials:

This correspondence constitutes a **formal legal demand for the production of public records that the City of Pasadena previously identified for initial release beginning Monday, October 19, 2026**, in connection with California Public Records Act Requests **0047452 and 0047494**.

The City has had substantial time to identify and evaluate records concerning its decision to terminate the tenancy of Rose Bowl Riders at the Pasadena Equestrian Center.

The City has also communicated an anticipated production schedule beginning October 19, 2026, with completion estimated for November 2, 2026.

RBR expects the City to honor that commitment and comply fully with its independent statutory obligations.

This demand is especially urgent because the City Council is scheduled to consider **Agenda Item 8 on October 20, 2026**, concerning rescission of the September 21 termination notice, authorization of a replacement termination notice, and a proposed categorical exemption under CEQA.

The City should not ask its elected representatives to make another consequential decision while the public is still awaiting access to the records necessary to evaluate the factual and legal basis for that decision.

I. THE CITY'S STATUTORY OBLIGATIONS ARE MANDATORY

Article I, Section 3(b) of the California Constitution establishes the public's fundamental right of access to information concerning the conduct of government business.

The California Public Records Act implements that principle through enforceable statutory duties.

Government Code § 7922.535 generally requires a public agency, within 10 days after receiving a records request, to determine whether the request seeks disclosable public records and promptly notify the requester of that determination and the reasons for it.

Where disclosable records exist, the agency must also provide an estimated date and time when those records will be available.

The statute permits limited extensions in qualifying unusual circumstances, provided the required written notice is given.

Government Code § 7922.530 separately requires agencies to make nonexempt responsive public records promptly available.

These duties are not optional.

The 10-day determination period is not an automatic deadline for producing every responsive document. However, the absence of a fixed production deadline does not authorize indefinite, unjustified, or strategically timed delay.

The City's obligation is to process requests lawfully and make responsive, nonexempt records available as promptly as the circumstances reasonably permit.

II. THE CITY HAS ALREADY IDENTIFIED OCTOBER 19 AS ITS INITIAL PRODUCTION DATE

The City's previously communicated schedule identifies October 19, 2026, as the anticipated commencement of production, with November 2, 2026, identified as the estimated completion date.

RBR has relied upon that representation in preparing to evaluate the City's allegations and the proposed October 20 Council action.

Accordingly, RBR demands that the City:

1. **Commence the previously identified production on October 19, 2026.**
2. Release all nonexempt responsive documents that have been identified, reviewed, and are ready for disclosure.
3. Provide responsive records in electronic form, including reasonably available attachments and associated documents.

4. Identify the records or categories of records remaining under review.
5. Explain any departure from the previously communicated production schedule.
6. Provide a reasonable updated schedule for any remaining production.

The City should not postpone disclosure of records already cleared for release merely because other records remain under review.

If the City cannot meet its stated initial production date, RBR demands a written explanation identifying the actual impediment, the steps being taken to resolve it, and the earliest practicable date for release.

An anticipated production date is not itself an independently enforceable statutory deadline. Nevertheless, an unexplained departure from that date may be relevant when evaluating whether the City's overall production efforts satisfy the CPRA's prompt-disclosure requirement.

III. THE RECORDS ARE DIRECTLY RELEVANT TO THE CITY'S TERMINATION DECISION

The records sought by RBR concern matters that have become central to the dispute over the Pasadena Equestrian Center.

These include:

Public-benefit programming: Whether City employees accurately assessed RBR's programming, including the City's own arrangements with Ride-On and communications concerning riding lessons.

Contractual relationships: Whether staff correctly characterized Myrtle Hill Farm's contract for services with RBR rather than describing it as a separate lease.

Maintenance allegations: Whether the City's allegations concerning deferred maintenance, property conditions, and alleged lease violations are supported by contemporaneous inspections, notices, and other records.

Termination authority: Who authorized the September 21 notice, what legal and factual analysis supported it, and why the City now proposes rescinding it.

Future property use: Whether City staff considered alternative uses, including potential parking arrangements associated with Outward Bound Adventures.

Environmental review: Whether the City's proposed CEQA exemption accurately reflects the action under consideration and any sufficiently connected future-use commitments.

These issues are not peripheral.

They concern the factual accuracy of representations made by public employees, the authority exercised by City officials, and the basis for a decision threatening the continued operation of an approximately 80-year-old nonprofit organization.

If the City possesses nonexempt records that contradict or materially qualify statements presented to the Council, the public has a substantial interest in obtaining them promptly.

IV. THE OCTOBER 20 COUNCIL ACTION HEIGHTENS THE PUBLIC INTEREST IN PROMPT DISCLOSURE

On October 20, the City Council is scheduled to consider a staff recommendation to rescind the September 21 termination notice and authorize a replacement.

The recommendation expressly references an apparent demand to cure or correct the earlier notice.

This raises legitimate questions about the original action's authorization, procedure, and legal sufficiency.

RBR recognizes that the CPRA does not automatically prohibit a public agency from considering an agenda item while records requests remain pending.

Nevertheless, the proximity of the scheduled vote is relevant to the practical importance of prompt access.

A public-records production that occurs only after the Council has voted may substantially diminish the records' usefulness for informed public participation in that decision.

The City should therefore release all immediately available nonexempt records before the October 20 meeting and provide Councilmembers with an accurate account of any material factual disputes that remain unresolved.

RBR separately requests that the Council continue Item 8 until it has reviewed the relevant information.

V. UNLAWFUL DELAY MAY SUBJECT THE CITY TO JUDICIAL ENFORCEMENT

Government Code § 7923.000 authorizes proceedings for injunctive or declaratory relief or a writ of mandate to enforce rights under the California Public Records Act.

Government Code § 7923.115 provides for recovery of reasonable attorney's fees and court costs when a requester prevails in qualifying CPRA litigation.

RBR therefore places the City on formal notice:

If the City unlawfully withholds responsive nonexempt records, fails to satisfy an applicable statutory determination requirement, or engages in unjustified delay contrary to the CPRA, RBR reserves the right to seek judicial enforcement.

Potential relief may include a court order compelling disclosure, declaratory relief where appropriate, and recovery of fees and costs as authorized by law.

The City should also be aware that litigation concerning the termination is reasonably anticipated. Relevant records should be preserved in accordance with applicable legal duties, including any obligations arising from reasonably anticipated litigation.

The City must not permit responsive records to be lost or destroyed in violation of an applicable preservation obligation.

VI. FORMAL DEMAND FOR MONDAY, OCTOBER 19, 2026

RBR demands the following action no later than the close of business on Monday, October 19:

FIRST: Commence the City's previously identified initial production for CPRA Requests 0047452 and 0047494.

SECOND: Produce all responsive, nonexempt records that are presently ready for release.

THIRD: Confirm whether the City has completed its statutory determination for each request and provide the date of each determination.

FOURTH: Identify any properly invoked statutory extension, including the date and basis of the required notice.

FIFTH: Provide a written explanation for any anticipated departure from the October 19 production schedule.

SIXTH: Confirm the estimated completion date for remaining responsive records and whether November 2 remains the City's current estimate.

SEVENTH: Identify the applicable statutory basis for any withholding or redaction, as required by law.

EIGHTH: Confirm that appropriate preservation measures are in place for records relevant to the termination and anticipated litigation.

NINTH: Make all readily available, nonexempt documents bearing upon October 20 Agenda Item 8 accessible before Council consideration wherever practicable.

TENTH: Forward this demand to the City Attorney, City Manager, and all officials responsible for CPRA compliance.

These are demands for compliance and expedited administrative action. They do not purport to shorten or replace any statutory period applicable to a separate, more recently submitted request.

VII. FINAL NOTICE — TRANSPARENCY IS A LEGAL OBLIGATION, NOT A FAVOR

The City of Pasadena has devoted substantial administrative resources to terminating Rose Bowl Riders' tenancy.

It has prepared termination correspondence, considered disputed allegations, developed legal positions, and placed a replacement termination action before the City Council.

The City must devote comparable seriousness to fulfilling its legal obligations of public disclosure.

RBR has repeatedly requested the records necessary to understand the City's conduct.

The City has now identified October 19 as the beginning of production.

We expect production to begin as represented.

If the records support the City's allegations, they should be disclosed.

If the records contradict those allegations, they should be disclosed.

If the records reveal that City employees overlooked material information, they should be disclosed.

The California Public Records Act does not distinguish between documents that support the government's preferred narrative and documents that undermine it.

Pasadena's elected officials should insist upon compliance rather than permit avoidable uncertainty about the records supporting their own proposed action.

Produce the records on October 19. Explain any lawful withholding. Correct any materially inaccurate public representations. And do not ask the Council to make another irreversible decision without a fair opportunity to examine the underlying evidence.

RBR expressly reserves all available legal and equitable rights, claims, defenses, and remedies.

Sincerely,

Greg Hedrick
Myrtle Hill Farm / Rose Bowl Riders

CPRA Request Numbers: 0047452 and 0047494
City's Previously Identified Initial Production Date: October 19, 2026

City's Previously Estimated Completion Date: November 2, 2026
Related Council Matter: October 20, 2026 — Agenda Item 8

Sent from my iPhone

On Oct 17, 2026, at 12:36 PM, Greg Hedrick [redacted] > wrote:

Mayor Gordo and Members of the City Council:

Ten days of requests for transparency. Ten days of demands for accountability. Ten days without a substantive meeting with the leadership of Rose Bowl Riders.

And now the City is approaching a critical deadline under the California Public Records Act.

Monday, October 19, 2026, is the date the City previously identified for initial production of responsive records concerning CPRA Requests 0047452 and 0047494.

It is also the final business day before the City Council is scheduled to consider Agenda Item 8, which would rescind the September 21 termination notice and authorize a replacement notice requiring Rose Bowl Riders to vacate by January 31, 2027.

The City cannot reasonably expect the public to evaluate the evidence underlying this termination while withholding readily available records until after the Council has acted.

I. THE CALIFORNIA PUBLIC RECORDS ACT IMPOSES ENFORCEABLE OBLIGATIONS

Government Code § 7922.535 generally requires an agency to determine within 10 days of receiving a request whether it seeks disclosable public records and to notify the requester of that determination.

The statute permits an extension of up to 14 additional days in qualifying unusual circumstances, provided the agency gives the required notice.

Government Code § 7922.530 separately requires that public records be made promptly available for inspection and that copies be provided upon request, subject to applicable exemptions and lawful procedures.

These are statutory duties, not discretionary courtesies.

The distinction is important: the 10-day provision generally concerns the determination, while production must proceed promptly. It does not automatically make every requested document due on the tenth day.

Nevertheless, the City has already indicated that responsive disclosable records have been identified and has communicated an initial production date of October 19.

RBR therefore demands that the City honor that production commitment and promptly release all nonexempt responsive records ready for disclosure.

If the City contends that its statutory determination deadline has been extended, it must identify the applicable request, the notice provided, and the lawful basis for that extension.

If the City has already made the required determination, it must not confuse that fact with permission to delay production without justification.

II. MONDAY, OCTOBER 19 — FORMAL DEMAND FOR COMPLIANCE

RBR demands that by the close of business on Monday, October 19, 2026, the City:

1. Produce the nonexempt responsive records it previously indicated would be included in the initial production.
2. Provide any additional responsive records that are ready for release.
3. Confirm the determination and applicable statutory deadline for each pending CPRA request.
4. Identify any properly invoked extension and the date notice was provided.
5. Provide an updated, reasonable production schedule for remaining records.
6. Identify the statutory basis for any withholding or redaction, as required by applicable law.
7. Identify the City official responsible for coordinating compliance.

If the City misses an applicable statutory deadline without a lawful extension or otherwise unlawfully delays access to disclosable records, RBR will consider all available enforcement remedies.

The City has already identified October 19 as an anticipated production date. RBR expects that commitment to be honored.

III. THE OCTOBER 20 COUNCIL VOTE MAKES THE TIMING ESPECIALLY SERIOUS

The following day, the Council is scheduled to consider rescinding the original termination notice and authorizing another.

That recommendation expressly refers to an apparent demand to cure or correct.

The Council should understand the significance of being asked to take a replacement action while factual disputes and public-records requests remain unresolved.

RBR has challenged the accuracy of staff representations concerning:

- Public-benefit programming, including City arrangements with Ride-On.
- Myrtle Hill Farm's contract for services, which staff has allegedly characterized as a lease.

- Allegations of unlawful conduct by RBR or MHF.
- Deferred maintenance and property conditions.
- RBR's ownership of substantial infrastructure.
- The potential use of equestrian property for parking serving Outward Bound Adventures.
- The factual and procedural grounds for the original termination.

If the requested records bear upon the accuracy of those representations, they are directly relevant to informed public participation and responsible Council deliberation.

The CPRA does not automatically prohibit the Council from acting while a request remains pending.

But the Council has the discretion to continue Item 8, and it should exercise that discretion rather than risk acting on an incomplete factual record.

IV. THE CITY'S STAFF MUST NOT USE PROCEDURAL EXPLANATIONS TO EVADE SUBSTANTIVE ACCOUNTABILITY

Jeffrey Hernandez has previously emphasized that the CPRA does not require responses within 24 hours or compel City employees to provide narrative answers.

Those propositions do not excuse noncompliance with the statute's actual deadlines.

Nor do they address RBR's separate requests for meetings, contractual explanations, and clarification of the termination decision.

The City must distinguish between what the CPRA does not require and what it affirmatively commands.

RBR is not asking the City to invent records or waive lawful exemptions.

We are demanding timely statutory determinations, prompt production of disclosable records, and honest communication about the status of documents the City has already identified.

The City Attorney and City Manager should personally ensure that these obligations are being addressed.

V. OUTWARD BOUND, CEQA, AND THE NEED FOR DISCLOSURE BEFORE COUNCIL ACTION

RBR has separately requested records concerning Outward Bound Adventures, including the June 22, 2026 staff report, pre-development agreements, operating arrangements, traffic studies, parking assessments, and environmental analyses.

Those records may bear upon whether the City contemplated alternative uses of property currently occupied by RBR.

Agenda Item 8 proposes a categorical exemption under CEQA Guidelines § 15301.

The Council should not approve an environmental finding without understanding the actual scope of the action and whether any materially related property-use commitments exist.

RBR does not contend that every future-use discussion necessarily requires CEQA review.

However, if the termination forms part of a sufficiently defined or committed development proposal, the City must evaluate its obligations under applicable CEQA principles, including *Save Tara v. City of West Hollywood*, 45 Cal.4th 116 (2008).

RBR again requests that the City produce all readily available nonexempt agenda, agreement, and environmental records before October 20.

VI. NOTICE OF POTENTIAL JUDICIAL ENFORCEMENT

Government Code § 7923.000 et seq. provides judicial remedies for unlawful withholding of public records.

Where authorized, a prevailing requester may recover attorney's fees and costs.

If the City fails to meet an applicable statutory determination deadline or unlawfully delays access to disclosable records, RBR reserves the right to seek judicial enforcement without further warning.

This notice does not assert that a missed estimated production date, standing alone, automatically establishes a CPRA violation.

The legal question will depend on the request dates, statutory notices, the City's actual determinations, the records available for release, and the reasonableness of its production efforts.

But the City should not mistake that legal distinction for an absence of enforceable duties.

VII. FORMAL DEMAND TO CONTINUE OCTOBER 20 AGENDA ITEM 8

RBR formally requests that the Council continue Item 8 until:

1. The City completes its required CPRA determinations and produces the immediately available nonexempt records relevant to the decision.

2. The Council receives an independent review of disputed staff representations.
3. The City addresses the legal and factual basis for rescinding the September 21 notice.
4. The City clarifies its CEQA analysis and any relevant Outward Bound property-use proposals.
5. Authorized City representatives meet with RBR leadership.

Proceeding with another termination vote before examining the evidence may be legally permissible in some circumstances. That does not make it responsible governance.

VIII. FINAL NOTICE — DAY TEN

Mayor Gordo and Members of the Council:

Monday is not simply another day on the calendar.

It is the City's previously identified initial production date, the point at which applicable statutory response deadlines must be evaluated, and the last business day before the Council considers another termination action.

If the City has responsive nonexempt records ready for release, produce them.

If a statutory deadline applies, comply with it.

If the City's stated reasons for termination are supported by contemporaneous evidence, allow that evidence to be examined.

And if City staff has supplied the Council with materially incomplete or inaccurate information, the Council must correct the record before acting.

Rose Bowl Riders has served Pasadena for approximately eight decades.

It should not have to spend ten consecutive days demanding a meeting and access to the documents underlying a decision threatening its continued existence.

The City has had time to prepare another termination recommendation. It must now demonstrate that it has given equal attention to its obligations of transparency, accuracy, and lawful administration.

Produce the records Monday. Continue Item 8 Tuesday. Investigate the facts. Meet with RBR leadership.

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

Sincerely,

Greg Hedrick
Myrtle Hill Farm / Rose Bowl Riders

Existing CPRA Requests: 0047452 and 0047494
Additional Requests: Howard Tan; Outward Bound Adve

On Oct 16, 2026, at 12:53 PM, Greg Hedrick < rote:

Dear Public Records Officer:

Pursuant to the **California Public Records Act (CPRA), Government Code § 7920.000 et seq.**, I hereby submit a formal request for the following existing public records maintained by the City of Pasadena.

These records concern the proposed termination of Rose Bowl Riders' tenancy at the Pasadena Equestrian Center and the City's arrangements with Outward Bound Adventures at Hahamongna Watershed Park.

1. OCTOBER 20, 2026 — CITY COUNCIL AGENDA ITEM 8

The complete October 20, 2026 City Council Item 8 staff report concerning the rescission of the September 21, 2026 Rose Bowl Riders termination notice and proposed authorization of a replacement termination notice.

Please include all supporting attachments, exhibits, referenced documents, proposed resolutions, CEQA exemption findings, environmental analyses, and other materials prepared for or submitted to the City Council in connection with this agenda item.

2. JUNE 22, 2026 — OUTWARD BOUND ADVENTURES

The complete June 22, 2026 City Council staff report concerning Outward Bound Adventures, including all supporting attachments, exhibits, maps, site plans, financial analyses, environmental documents, and referenced agreements.

3. OUTWARD BOUND ADVENTURES — DEVELOPMENT AND OPERATING AGREEMENTS

All executed pre-development agreements between the City of Pasadena and Outward Bound Adventures, including amendments, extensions, modifications, and exhibits.

Please also produce all existing, nonexempt draft development agreements, operating agreements, leases, licenses, memoranda of understanding, and related agreements concerning Outward Bound Adventures' proposed or existing operations at Hahamongna Watershed Park.

4. TRAFFIC, TRANSPORTATION, FEASIBILITY, AND ENVIRONMENTAL RECORDS

All completed or draft studies, reports, assessments, and analyses concerning proposed Outward Bound Adventures operations at Hahamongna Watershed Park, including:

- Traffic impact studies and transportation analyses.
- Parking-demand studies, parking-capacity assessments, and circulation plans.
- Site feasibility studies and operational assessments.
- Environmental assessments and CEQA-related analyses.
- Studies evaluating the proposed use of existing equestrian property or infrastructure.
- Site plans, development concepts, and supporting technical studies referenced by any of the foregoing documents.

This request includes existing preliminary, revised, and final versions of responsive records, whether or not formally adopted or approved.

REQUEST FOR EXPEDITED DISCLOSURE

City Council Agenda Item 8 is scheduled for consideration on October 20, 2026.

The requested documents are directly relevant to the public's ability to evaluate the proposed termination, the City's environmental findings, and any relationship between the termination and contemplated future uses of City-owned property.

Accordingly, I request **immediate electronic production of all readily available responsive records, preferably before the October 20 Council meeting.**

If some records are immediately available while others require additional review, please provide the available nonexempt records on a rolling basis rather than withholding the entire production pending completion of the search.

Under Government Code § 7922.535, the City must make its determination within the applicable statutory period, subject to authorized extensions. I recognize that the CPRA does not automatically require production before October 20; expedited disclosure is expressly requested in the interest of meaningful public participation.

PRODUCTION AND WITHHOLDING REQUIREMENTS

Please:

1. Provide responsive records electronically, preferably in their existing PDF or native electronic formats.
2. Include all attachments and exhibits associated with responsive reports and agreements.
3. Produce reasonably segregable nonexempt portions of records containing exempt information.

4. Identify the specific statutory basis for any withheld material, as required by applicable law.
5. Notify me promptly if clarification is necessary to identify responsive records.
6. Assign a tracking number and acknowledge receipt of this request.

This request is for existing records and does not require the City to create new documents.

Given the impending October 20 Council action, I request that the City treat this matter with appropriate urgency and provide all immediately available responsive documents without unnecessary delay.

Thank you for your prompt attention.

Sincerely,

Greg Hedrick
Myrtle Hill Farm / Rose Bowl Riders

Sent from my iPhone

On Oct 16, 2026, at 9:40 AM, Greg Hedrick < "rote:

Mayor Gordo and Members of the City Council:

Nine days of demands for accountability. Nine days without a meaningful meeting. And now City staff is asking the Council to rescind its original termination notice and authorize another one.

The City's newly published October 20, 2026 agenda contains an extraordinary admission of procedural concern.

Under **Agenda Item 8**, staff recommends that the City Council:

1. Declare the proposed action categorically exempt from the California Environmental Quality Act.
2. Rescind the September 21, 2026 Notice of Termination in response to an apparent demand to cure or correct.
3. Authorize the City Manager to issue another termination notice requiring Rose Bowl Riders to vacate by January 31, 2027.

The City is now asking its elected officials to approve a replacement termination before resolving substantial questions about the accuracy of the information its own employees supplied to them.

That is unacceptable.

Rose Bowl Riders has served Pasadena for approximately 80 years. It has maintained and operated an equestrian facility, provided community programming, supported youth education, and invested substantial resources in infrastructure on City-owned property.

RBR disputes the City's termination allegations.

We further maintain that City staff has materially mischaracterized Myrtle Hill Farm's contractual relationship with RBR and failed to accurately account for the public-benefit programming conducted at the facility.

Recent communications also raise questions about whether City staff has discussed repurposing part of the property for parking serving Outward Bound.

The Council should not authorize another termination until it determines whether its staff has presented a complete, accurate, and independently verifiable account of the facts.

This letter constitutes a formal objection to Agenda Item 8, a demand for independent investigation, two separate California Public Records Act requests, and notice of potential judicial proceedings.

I. OCTOBER 20, 2026 — THE CITY IS ATTEMPTING TO REPLACE A CHALLENGED TERMINATION

The City's recommendation to rescind the September 21 notice is significant.

It expressly references an apparent demand to cure or correct the earlier action.

California Government Code § 54960.1 establishes a procedure for challenging and, where appropriate, curing or correcting certain actions taken in violation of the Ralph M. Brown Act.

A public agency may be able to cure a procedural defect through subsequent lawful action.

But rescinding a challenged action and repeating the desired outcome does not automatically establish that the original decision was lawful, that the underlying factual allegations were accurate, or that every independent legal defect has been resolved.

The Council should require answers to the following before voting:

What specific defect prompted the recommendation to rescind the September 21 notice?

Was the original termination authorized by the City Council, the City Manager, or another official?

Did the City determine that its earlier action presented a Brown Act concern?

Who made that determination, and when?

What documents and legal analyses were supplied to staff and elected officials?

Is the Council now being asked to ratify an outcome that City staff previously pursued without sufficient authority?

What independent factual review has been performed since the original notice?

The City should not characterize this process as a purely technical correction without explaining what is being corrected.

A second vote cannot substitute for a competent investigation into the factual foundation of the first decision.

II. CITY STAFF HAS FAILED THE COUNCIL, THE PUBLIC, AND ROSE BOWL RIDERS

The City's handling of this matter raises serious concerns about administrative competence, factual accuracy, and the quality of advice being provided to elected officials.

RBR has repeatedly requested documentation supporting allegations concerning maintenance, property conditions, insurance, public-benefit obligations, and contractual relationships.

Rather than providing meaningful substantive engagement, City representatives have continued to rely upon contested assertions.

Jeffrey Hernandez has responded to detailed correspondence by explaining the limits of the Public Records Act while failing to address separate demands concerning contractual rights, termination authority, property ownership, and negotiations.

More troubling, Mr. Hernandez reportedly discussed a possible Outward Bound parking proposal with RBR member Nancy Rose while RBR leadership continued to seek an official meeting.

The public deserves to know whether the City's elected representatives are being asked to rely upon staff conclusions that have not been independently verified.

If staff represented that RBR had failed to provide public-benefit programming without reviewing available City contracts and communications, that would constitute a serious failure of diligence.

If staff characterized Myrtle Hill Farm as holding a lease when the operative agreement is instead a contract for services, that would require immediate correction.

If staff made categorical allegations of illegal conduct without identifying the specific law allegedly violated and the supporting evidence, those representations demand scrutiny.

And if any employee knowingly provided false information to the City Council, that would be a matter of profound public concern requiring formal investigation and appropriate disciplinary action.

RBR does not ask the Council to presume intentional dishonesty before reviewing the evidence.

We ask something more fundamental:

Stop treating staff assertions as established facts simply because they appear in a municipal agenda report.

The Council's responsibility is to exercise independent judgment, not merely approve conclusions presented by employees whose conduct and factual representations are themselves in dispute.

III. MYRTLE HILL FARM HAS A CONTRACT FOR SERVICES — NOT THE LEASE STAFF HAS ALLEGED

One of the most consequential factual disputes concerns Myrtle Hill Farm.

Myrtle Hill Farm's position is unequivocal: its agreement with Rose Bowl Riders is a contract for services, not a lease of the City's property.

MHF provides equestrian instruction, training, horse-related services, and associated operations pursuant to its contractual relationship with RBR.

The City should not substitute an inaccurate contractual label for the actual terms of the agreement.

California law examines the substance of an arrangement, including the rights actually granted, rather than relying exclusively upon its title.

The distinction between a service contract, license, and lease can have substantial legal consequences.

In particular, a lease generally involves a right of possession, while a service arrangement may instead authorize the performance of specified activities without conveying a separate possessory estate.

The Council must therefore examine the operative agreement and the actual rights granted before accepting staff's characterization.

RBR demands that the City identify:

1. Every document upon which staff relied in describing MHF as a lessee.
2. The specific provision allegedly granting MHF a leasehold or exclusive possessory interest.

3. Any City legal opinion or staff memorandum analyzing that characterization, subject to lawful privilege claims.
4. The identity of the employee who first described MHF's arrangement as a lease.
5. Every agenda report or communication repeating that description.

If the agreement is a contract for services, staff must correct any materially inaccurate representation to the Council.

RBR also disputes any suggestion that the mere existence of its contractual relationship with MHF constitutes illegal conduct.

No City employee should characterize lawful commercial or nonprofit service arrangements as illegal without identifying the specific statutory, regulatory, or contractual prohibition allegedly violated.

RBR maintains that neither its operations nor MHF's service agreement establish the illegal conduct apparently suggested in staff representations.

If the City disagrees, it should identify the precise conduct, applicable legal provision, and supporting evidence.

Accusations are not findings. Staff opinions are not judicial determinations. And repeating a disputed allegation does not transform it into a proven violation.

IV. PUBLIC-BENEFIT PROGRAMMING — DID STAFF IGNORE THE CITY'S OWN RECORDS?

The City's allegations concerning RBR's public-benefit obligations are particularly troubling.

RBR maintains that public-benefit programming has been provided through the facility and that relevant City records directly bear upon the issue.

These include the provision of public-benefit lessons in 2025 and the City's 2026 arrangements involving Ride-On.

RBR has identified a January 30, 2026 communication from Enrique Arroyo discussing a City purchase order with Ride-On for riding lessons through June 30, 2026.

If City staff knew that the City itself had arranged public-benefit riding lessons through Ride-On, how could staff fairly present a categorical claim that no qualifying public-benefit programming was being provided without examining the applicable obligations and actual services?

The existence of a City purchase order does not automatically prove that every obligation under RBR's lease was satisfied.

But it is plainly relevant evidence.

Staff should have examined the applicable lease language, the City-approved program arrangements, the services actually provided, and the respective responsibilities of RBR and the City.

The Council should demand a documented reconciliation of those facts.

Did City employees ask RBR what public-benefit programming was taking place before recommending termination?

Did they request records of lessons, participation, or services?

Did they review the City's own Ride-On purchase order?

Did they communicate with Enrique Arroyo or the relevant program administrators?

Did they distinguish between programs delivered directly by RBR and those delivered through approved providers?

Were Councilmembers informed about the City's own involvement in arranging the 2026 programming?

If staff failed to conduct these basic inquiries, the resulting recommendation may have been materially incomplete.

If staff conducted those inquiries but omitted information contradicting its conclusions, the Council must determine why.

Either possibility demands examination before the Council takes another vote that may permanently displace RBR.

V. FIRST NEW CALIFORNIA PUBLIC RECORDS ACT REQUEST — ALL CEQA AND OCTOBER 20 AGENDA ITEM 8 RECORDS

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

Requested period: January 1, 2023, through the date of the City's responsive search, including earlier documents relied upon in preparing Agenda Item 8.

RBR requests all reasonably identifiable, nonexempt public records concerning the CEQA determination, the rescission of the September 21 termination notice, the proposed replacement notice, and the preparation of October 20, 2026 Agenda Item 8.

A. CEQA EXEMPTION RECORDS

Produce:

1. Every environmental analysis, checklist, memorandum, report, and staff assessment supporting the proposed Class 1 exemption under CEQA Guidelines § 15301.
2. All records evaluating whether the proposed action constitutes a project under CEQA.
3. All records defining the scope of the project considered for environmental review.
4. All records concerning whether termination of RBR is connected to a proposed future use of the property.
5. All records discussing whether a change from equestrian uses to parking or another use requires separate environmental review.
6. All records evaluating exceptions to categorical exemptions under CEQA Guidelines § 15300.2.
7. All records discussing unusual circumstances, cumulative impacts, historical resources, or other potentially relevant environmental considerations.
8. All draft and final proposed findings, exemption analyses, and supporting materials.
9. Any existing Notice of Exemption or draft Notice of Exemption.
10. All communications concerning the selection of the Class 1 exemption.

B. OUTWARD BOUND AND FUTURE PROPERTY USE

Produce all records considered in connection with Agenda Item 8 concerning:

1. Potential Outward Bound parking.
2. Conversion of equestrian areas into parking.
3. Removal, relocation, or demolition of existing improvements.
4. Future operators or users of the Equestrian Center.
5. Alternative land-use proposals.
6. Planning, transportation, environmental, and financial implications of alternative uses.
7. Any proposed or contemplated commitment of property to another organization.

This request supplements, and does not replace, RBR's previously submitted Outward Bound records request.

C. PREPARATION OF AGENDA ITEM 8

Produce:

1. Every draft of the agenda report and staff recommendation.
2. Nonexempt comments, revisions, and instructions concerning those drafts.
3. All communications concerning the decision to rescind the September 21 notice.
4. Records discussing the demand to cure or correct.
5. Records identifying the factual and procedural concerns prompting the replacement notice.
6. Communications concerning the proposed January 31, 2027 deadline.
7. Records evaluating the City's authority to issue a minimum 30-day termination notice.
8. Records discussing whether additional Council authorization was required.
9. Records concerning whether the original termination was legally sufficient.
10. All nonprivileged supporting materials provided to decision-makers.

D. SEARCH AND PRODUCTION

Search the relevant records of the City Manager, City Attorney, City Clerk, Mayor, City Council, Real Property Division, Planning Department, Parks and Recreation, Public Works, and other custodians reasonably likely to possess responsive records.

Include drafts, attachments, archived records, and City-business communications maintained on personal accounts or devices where subject to disclosure.

Produce nonexempt records electronically, with reasonably available attachments and metadata.

Do not silently narrow this request to final approved documents.

This request includes preliminary, rejected, revised, and abandoned analyses.

VI. SECOND NEW CALIFORNIA PUBLIC RECORDS ACT REQUEST — COMPLETE RECORDS OF RBR PUBLIC-BENEFIT PROGRAMMING AND STAFF INVESTIGATIONS

This section constitutes a second, separate California Public Records Act request. It must receive its own tracking number and independent statutory determination.

Requested period: January 1, 2019, through the date of the City's responsive search, including earlier records relied upon in assessing public-benefit obligations.

RBR requests all reasonably identifiable, nonexempt public records concerning the City's understanding, investigation, evaluation, discussion, or characterization of public-benefit programming at Rose Bowl Riders and the Pasadena Equestrian Center.

A. EVERY STAFF EMAIL REQUESTING INFORMATION ABOUT PUBLIC BENEFIT

Produce **every public-record email, including complete responsive threads and attachments, in which any City employee, official, consultant, or representative requested, sought, discussed, or attempted to determine what public-benefit programming RBR was providing.**

This includes emails asking:

- What public-benefit programs RBR provides.
- Whether public riding lessons are being offered.
- Whether lessons are free, discounted, subsidized, or open to the public.
- Who provides the lessons.
- How many participants are served.
- Whether RBR has satisfied its public-benefit obligations.
- Whether Ride-On or another provider is conducting lessons.
- Whether RBR should be contacted for documentation.
- Whether records of lessons, attendance, or participation exist.
- Whether City-sponsored programming satisfies any contractual obligation.
- Whether RBR has failed to meet a public-benefit requirement.

This request includes every such inquiry, however informal, preliminary, repetitive, or insignificant the City may consider it.

B. ALL RESPONSES TO THOSE INQUIRIES

Produce every responsive record containing answers, information, attachments, follow-up questions, or conclusions arising from the inquiries described above.

This includes:

1. Responses from RBR.
2. Responses from MHF.
3. Responses from Ride-On.
4. Responses from Enrique Arroyo and other PRCS personnel.
5. Responses from City contractors and service providers.
6. Internal staff responses.

7. Communications identifying existing program records.
8. Communications reporting that information was unavailable or had not been requested.

C. ALL PUBLIC-BENEFIT PROGRAM DOCUMENTATION

Produce:

1. Public-benefit reports and program summaries.
2. Lesson schedules, attendance reports, and participation records maintained by the City.
3. City-sponsored equestrian program records.
4. Agreements, purchase orders, invoices, and payment records concerning Ride-On.
5. Records concerning 2025 public-benefit lessons and their providers.
6. Records concerning 2026 City-funded or City-arranged lessons.
7. Communications with RBR concerning the delivery or documentation of public benefits.
8. Records of public access, youth instruction, community outreach, and qualifying programming.
9. Staff assessments of compliance with public-benefit obligations.
10. Records identifying the precise contractual requirements staff believed were unmet.

D. ALL COMMUNICATIONS SUPPORTING THE ALLEGATION OF NONCOMPLIANCE

Produce every responsive record in which City personnel:

1. Alleged that RBR failed to provide required public benefits.
2. Recommended citing public-benefit deficiencies as grounds for termination.
3. Discussed whether evidence supported such allegations.
4. Questioned the accuracy of public-benefit compliance information.
5. Identified contrary evidence.
6. Discussed the City's own involvement in arranging lessons.
7. Considered whether the allegations should be included in the September 21 termination correspondence.
8. Discussed presenting public-benefit allegations to the Mayor or Council.

9. Drafted or revised public-benefit findings for any staff report.
10. Discussed whether RBR had been given an opportunity to respond.

E. COMPLETE RECORDS FROM ALL RELEVANT CITY STAFF

The City must search the offices and systems reasonably likely to contain responsive records, including those of:

- Jeffrey Hernandez.
- Enrique Arroyo.
- The City Manager.
- Parks, Recreation and Community Services personnel.
- The City Attorney's Office, subject to lawful privileges.
- The Mayor and Council offices.
- Real Property staff.
- Finance and procurement personnel.
- Employees responsible for City riding programs.
- Employees who prepared or contributed to the termination recommendation.

Do not restrict the search to communications using the exact words "public benefit."

Reasonable search terms should include variations such as "public benefit," "public-benefit," "riding lessons," "Ride-On," "Rose Bowl Riders," "RBR," "community lessons," "City lessons," "program compliance," and other relevant terminology.

F. REQUIREMENTS FOR BOTH REQUESTS

For each new request, RBR requests:

1. A separate tracking number.
2. A determination within the period prescribed by Government Code § 7922.535, subject to any lawful extension.
3. Production of reasonably segregable nonexempt records.
4. Identification of the statutory grounds for withholding responsive material.
5. Reasonable assistance in identifying records where clarification is necessary.
6. Electronic production of responsive records and available attachments.

7. Preservation of relevant records while these requests and anticipated litigation remain pending.

The City is not required under the CPRA to create records that do not exist or provide narrative answers in place of records.

It is, however, required to comply with its statutory obligations concerning reasonably identifiable existing public records.

VII. CEQA — THE CITY COUNCIL MUST NOT APPROVE AN INCOMPLETE OR MISCHARACTERIZED PROJECT

Agenda Item 8 recommends a categorical exemption under CEQA Guidelines § 15301, commonly known as the Existing Facilities exemption.

That provision generally applies to qualifying activities involving existing facilities with negligible or no expansion of existing or former use.

But the City must accurately identify the activity it is approving and determine whether the exemption applies to that activity.

The Council must examine whether it is considering only a termination notice or whether that action is connected to a broader plan to alter the property's use.

RBR has received information that Jeffrey Hernandez reportedly discussed converting part of the property into parking for Outward Bound.

If that account is accurate, the Council should determine whether such a proposal is merely speculative, independently contemplated, or sufficiently connected to the termination to require consideration in defining the project.

Under *Save Tara v. City of West Hollywood*, 45 Cal.4th 116 (2008), a public agency's commitment to a project may trigger CEQA obligations before the agency labels its action a final approval.

Under *Berkeley Hillside Preservation v. City of Berkeley*, 60 Cal.4th 1086 (2015), the California Supreme Court examined the unusual-circumstances exception to categorical exemptions.

RBR also requests evaluation of whether CEQA Guidelines § 15300.2 applies to any relevant project.

The City cannot use the phrase "Existing Facilities" as a substitute for a defensible analysis of what it is actually approving.

At the same time, RBR recognizes that terminating a tenancy does not necessarily constitute approval of a later parking project and that the existence of preliminary discussions does not automatically invalidate a categorical exemption.

The question is what the record actually establishes.

RBR demands that the Council receive and consider a complete explanation of the project description, exemption analysis, and any reasonably related future-use commitments before voting on Item 8.

If the City has already committed itself to a materially different property use, the legal implications of that commitment must be evaluated.

VIII. THE BROWN ACT — RESCISSION DOES NOT AUTOMATICALLY ERASE EVERY LEGAL ISSUE

The agenda's reference to a demand to cure or correct raises an important procedural issue.

Government Code § 54960.1 provides a mechanism for addressing certain Brown Act violations.

However, the City must distinguish between:

- Correcting a procedural defect in a prior Council action.
- Establishing authority for a replacement termination notice.
- Determining whether the underlying lease permits the termination.
- Resolving factual disputes concerning staff allegations.
- Addressing separate property rights and contractual obligations.

A procedurally proper new vote does not automatically resolve the last three issues.

Nor does it determine ownership of improvements that RBR maintains belong to the organization.

RBR requests that the Council direct the City Attorney to identify which issues the proposed rescission is intended to cure and which remain disputed.

IX. THE COUNCIL MUST INVESTIGATE WHETHER STAFF MISLED ITS ELECTED REPRESENTATIVES

There is now a substantial basis to demand independent review of the information supplied to the Council.

The disputed subjects include:

First: The alleged failure to provide public-benefit programming despite records concerning City-sponsored lessons and Ride-On.

Second: The characterization of Myrtle Hill Farm's contract for services as a lease.

Third: Allegations suggesting unlawful conduct without an identified adjudication or adequately documented legal basis.

Fourth: Maintenance and property-condition allegations whose contemporaneous support RBR has repeatedly requested.

Fifth: The circumstances requiring the City to rescind and replace its original termination notice.

Sixth: The reported discussion of converting part of the property into parking for Outward Bound.

Seventh: The failure to provide meaningful engagement with RBR leadership while staff continued discussing the property's future with others.

The cumulative effect is deeply troubling.

Any one of these matters could result from misunderstanding, incomplete investigation, poor communication, or an ordinary legal disagreement.

But taken together, they warrant examination of whether staff supplied the Council with materially incomplete or inaccurate information.

If employees knowingly misrepresented facts, concealed contradictory information, or deliberately misstated contractual relationships, the Council must not protect them from accountability.

Such conduct, if established, would undermine public confidence in the administration and could create legal and financial exposure for the City.

RBR therefore demands an independent review conducted by persons who did not prepare or approve the challenged termination recommendation.

X. THE CITY SHOULD CONSIDER REMOVAL AND REPLACEMENT OF RESPONSIBLE STAFF

The seriousness of this matter requires more than another explanatory memorandum from the employees whose conduct is being questioned.

The City Council should commission an independent administrative investigation into the preparation, review, and presentation of the termination recommendation.

That investigation should determine:

1. Which employees prepared the factual allegations.
2. Which employees verified the underlying evidence.
3. Which employees reviewed RBR's contractual arrangements.

4. Whether contradictory records were omitted.
5. Whether the Council received inaccurate or incomplete information.
6. Whether any employee knowingly misrepresented material facts.
7. Whether failures of supervision contributed to the disputed action.
8. Whether disciplinary measures, reassignment, or termination are warranted.

If an independent investigation establishes deliberate deception, gross incompetence, or serious misconduct, the City should remove responsible employees from their positions and replace them with qualified personnel.

Where failures are systemic, the review should extend to the responsible management structure.

Pasadena taxpayers should not be expected to finance an administration that cannot accurately describe its own contracts, examine its own public-benefit records, or properly advise elected officials before taking action against an 80-year-old nonprofit.

Personnel decisions must comply with applicable civil-service rules, employment contracts, due process, and other governing law.

But those protections do not excuse proven misconduct.

Public employment is a position of trust. Employees who materially betray that trust should not continue exercising authority over consequential municipal decisions.

XI. POTENTIAL LEGAL CONSEQUENCES

The City should recognize that proceeding without resolving these questions may create additional litigation risk.

Brown Act litigation: An improperly noticed or authorized action may be subject to available statutory remedies, subject to strict procedural requirements and deadlines.

CEQA litigation: If the City approves an action requiring environmental review without legally sufficient compliance, an appropriate party may seek judicial review under Public Resources Code § 21167 et seq., subject to applicable limitations periods.

Contractual litigation: The validity of termination, the applicable notice requirements, and the parties' respective rights remain dependent upon the governing agreements and evidence.

Property litigation: RBR's asserted ownership of substantial infrastructure may require independent declaratory or other relief.

Public-records enforcement: Improper withholding of nonexempt records may be challenged under Government Code § 7923.000 et seq., with fees and costs available where authorized.

Misrepresentation: If the evidence establishes actionable false representations and the required legal elements, additional claims may warrant consideration, subject to governmental immunities and other defenses.

Evidence preservation: Improper destruction of relevant evidence after preservation duties arise may have procedural and evidentiary consequences.

The Council should not expose Pasadena to avoidable legal expense merely to defend a recommendation that has not received adequate independent scrutiny.

XII. DEMAND TO CONTINUE OCTOBER 20 AGENDA ITEM 8

RBR formally requests that the City Council **continue Item 8 to a later public meeting** rather than authorize another termination notice on October 20.

Before reconsidering the matter, the Council should:

1. Obtain an independent review of the disputed staff representations.
2. Examine MHF's actual service agreement.
3. Review the City's own records concerning public-benefit programming.
4. Evaluate the legal basis for the original notice and proposed replacement.
5. Review the CEQA exemption and any relevant future-use proposals.
6. Address the ownership and disposition of RBR's improvements.
7. Schedule a substantive meeting with authorized RBR representatives.
8. Direct staff to provide the Council with an accurate account of unresolved factual disputes.

A continuance is not a concession to RBR. It is a reasonable safeguard against making another consequential decision on an incomplete record.

XIII. FORMAL PRESERVATION DEMAND

Litigation concerning the disputed termination and related property interests is reasonably anticipated.

The City is requested to preserve all potentially relevant documents and electronically stored information, including:

- Drafts of Agenda Item 8.

- CEQA analyses and communications.
- Records concerning the demand to cure or correct.
- Public-benefit program records and related staff inquiries.
- Ride-On purchase orders, contracts, and communications.
- Myrtle Hill Farm agreements and staff characterizations of those agreements.
- Records supporting allegations of unlawful conduct.
- Maintenance and inspection records.
- Outward Bound communications and parking proposals.
- Jeffrey Hernandez's communications concerning RBR.
- Communications between City staff and elected officials about the termination.
- Relevant drafts, revisions, metadata, notes, and attachments.

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

XIV. FINAL DEMANDS — DAY NINE

RBR demands the following:

FIRST: Continue October 20 Agenda Item 8 until the Council has received an independently reviewed factual and legal record.

SECOND: Schedule an immediate meeting between authorized City leadership and RBR.

THIRD: Open two separate CPRA requests: one concerning CEQA and Agenda Item 8, and another concerning all public-benefit programming records and staff inquiries.

FOURTH: Identify the contractual and legal basis for characterizing MHF as a lessee rather than a service contractor.

FIFTH: Identify the specific law and factual evidence supporting any allegation that RBR or MHF engaged in illegal conduct.

SIXTH: Direct an independent investigation into materially inaccurate or incomplete staff representations.

SEVENTH: Consider disciplinary action, including dismissal where warranted, against employees found responsible for knowing misrepresentations or serious misconduct.

EIGHTH: Provide the City's position on a negotiated standstill concerning termination enforcement.

NINTH: Preserve all relevant evidence.

TENTH: Provide the Council and public with a clear explanation of why the September 21 notice must now be rescinded.

RBR requests an expedited administrative response before the October 20 meeting. This request does not purport to alter statutory public-records deadlines.

XV. FINAL NOTICE — NINE DAYS, EIGHTY YEARS, AND A CITY COUNCIL BEING ASKED TO VOTE AGAIN

Mayor Gordo and Members of the Council:

For nine days, Rose Bowl Riders has sought answers.

We have requested meetings, supporting records, explanations of contractual authority, and clarification of the City's intentions.

Instead, the public now sees staff recommending that the Council withdraw one termination notice and issue another.

What the public has not received is a convincing demonstration that the original recommendation was based upon a complete and accurate investigation.

City employees are not entitled to automatic deference merely because they hold municipal positions.

Their representations must be accurate.

Their legal conclusions must be defensible.

Their recommendations must withstand scrutiny.

And when serious questions arise about the accuracy of information supplied to elected officials, the Council has a responsibility to investigate rather than simply repeat the proposed action.

If City staff misrepresented Myrtle Hill Farm's contractual relationship, failed to account for public-benefit programming, or knowingly supplied false allegations to justify termination, those responsible should be held personally accountable through lawful administrative procedures.

If the City's own employees cannot competently manage this matter, the City should replace those responsible with people who can.

The Council should not allow its authority to become a mechanism for insulating questionable staff conduct from examination.

Pasadena's elected officials are responsible to the public—not to the preservation of a staff recommendation at any cost.

On October 20, the Council has an opportunity to demonstrate that it values accuracy, transparency, lawful process, and responsible government.

Do not authorize another termination before examining why the first one is being withdrawn.

Do not accept unsupported allegations as established facts.

Do not allow disputed contractual relationships to be rewritten through staff reports.

Do not approve a CEQA finding without understanding the actual action and any materially connected future-use plans.

And do not allow the people responsible for preparing this recommendation to be the sole judges of its accuracy.

Rose Bowl Riders is prepared to defend its rights through every lawful avenue available.

Continue Item 8. Investigate the staff. Correct the record. Produce the documents. Schedule the meeting.

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

Sincerely,

Greg Hedrick
Myrtle Hill Farm / Rose Bowl Riders

Existing CPRA Requests: 0047452 and 0047494
Previously Submitted Requests: Howard Tan Commission Records; Outward Bound and Property-Use Records
New CPRA Request No. 1: CEQA, October 20 Agenda Item 8, Rescission, and Replacement Termination
New CPRA Request No. 2: All RBR Public-Benefit Records, Staff Inquiries, Emails, Responses, Program Documentation, and Allegations of Noncompliance

On Oct 15, 2026, at 9:04 AM, Greg Hedrick wrote:

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 <m 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 wrote:

Dear City Attorney:

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

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

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

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

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

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

I. REPEATED NONRESPONSE

JEFFREY HERNANDEZ

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

The President has also placed multiple telephone calls.

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

Instead, the City issued its termination notice.

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

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

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

II. STATUTORY RIGHT TO ACCESS PUBLIC RECORDS

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

Government Code 7922.500 Prohibition Against Delay or Obstruction

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

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

Government Code 7922.525 Right to Inspect Public Records

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

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

Government Code 7922.530 Prompt Production of Records

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

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

Government Code 7922.535 Mandatory Determination and Response Deadlines

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

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

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

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

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

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

Government Code 7922.570 Electronic Records

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

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

Government Code 7922.600 Duty to Assist Requesters

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

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

III. CITY-CREATED PREJUDICE AND DEMAND FOR EXPEDITED DISCLOSURE

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

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

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

RBR therefore demands the following voluntary expedited timetable:

1. **Within 24 hours:** Written identification of the official supervising Request No. 0047452 and confirmation of whether expedited handling has been approved.
2. **Within three business days:** Initial production of readily available, nonexempt records supporting the City's termination allegations.
3. **On a rolling basis:** Production of additional nonexempt responsive records as they become available.

4. **Promptly:** A written schedule identifying the anticipated dates for remaining production.

5. **Within 24 hours:** A written response concerning the requested termination extension or standstill agreement.

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

IV. PRIORITY RECORDS SUBJECT TO DISCLOSURE

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

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

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

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

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

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

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

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

V. DEMAND FOR WRITTEN STANDSTILL AGREEMENT

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

1. Extend the termination deadline for a reasonable period permitting disclosure and legal review.

2. Refrain from enforcing the termination or pursuing possession during that agreed period.

3. Preserve the parties' respective rights and positions.

4. Permit RBR's legal counsel a meaningful opportunity to evaluate the records and determine appropriate next steps.

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

VI. PRESERVATION OF EVIDENCE

Litigation concerning RBR's termination is reasonably anticipated.

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

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

VII. STATUTORY ENFORCEMENT AND CONSEQUENCES OF NONCOMPLIANCE

Government Code 7923.000 and 7923.100 Judicial Enforcement

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

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

Government Code 7923.115 Attorney's Fees and Costs

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

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

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

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

VIII. FINAL DEMAND FOR IMMEDIATE RESPONSE

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

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

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

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

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

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

I expect your immediate written response.

Sincerely,

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

Sent from my iPhone

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

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

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

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

The City's continued silence is unacceptable from a standpoint of governmental transparency and public accountability, particularly given the substantial factual

discrepancies, documented communications, and potential conflicts of interest that have now been brought to its attention.

I. FAILURE TO SUBSTANTIATE THE CITY'S TERMINATION ALLEGATIONS

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

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

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

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

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

II. DOCUMENTED COMMUNICATIONS INVOLVING PASADENA POLICE DEPARTMENT EMPLOYEE BARRY GLOCKSON

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

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

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

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

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

He further stated:

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

This communication is significant for several reasons.

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

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

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

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

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

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

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

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

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

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

The following questions require examination:

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

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

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

IV. PUBLIC ACCOUNTABILITY AND THE MAYOR'S POLITICAL RESPONSIBILITIES

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

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

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

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

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

V. FORMAL DEMAND FOR RECORDS AND WRITTEN RESPONSES

The City is hereby requested to:

1. Immediately acknowledge receipt of all three formal communications and identify the official responsible for responding.

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

VI. CALIFORNIA PUBLIC RECORDS ACT AND NOTICE TO PRESERVE EVIDENCE

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

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

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

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

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

VII. NOTICE OF POTENTIAL LEGAL ACTION AND RESERVATION OF RIGHTS

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

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

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

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

VIII. FINAL REQUEST FOR IMMEDIATE ACKNOWLEDGMENT

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

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

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

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

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

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

Sincerely,

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

<2025 - 2026 email chain Barry Glockson.pdf>

Sent from my iPhone

On Oct 8, 2026, at 12:09 PM, Greg Hedrick < 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 <m :

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: Meg Wade
Sent: Monday, October 19, 2026 12:18 PM
To: PublicComment-AutoResponse
Subject: Rose bowl riders is a city treasure that we must keep open

Some people who received this message don't often get email from Learn why this is important

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

Dear Mayor and City Council Members,

As a member of Rose Bowl Riders I am writing to plead our case to please keep the facility open for the public's continued use for horseback riding and boarding. There are not a lot of affordable facilities available in the near area and we love the facility. With space available for approximately 50 horses it will be very difficult to find new space for all of them nearby. We enjoy our horse community there!

Our teenage daughter has a lot of energy and love to give, and we looked around for a while to find a place to channel all that energy and love. Once we discovered her love of horses, it has been an absolute God-send to her personally and to our entire family as it has given her boundless energy a healthy outlet. She rarely misses a day at the barn. We will be absolutely heartbroken if the facility is closed.

Thank you so much for understanding the need in the Pasadena community for a place to board and ride.

Warmly,
Meg Wade