

## SETTLEMENT AGREEMENT

1. The undersigned parties, subject to Superior Court approval after notice to class members, hereby agree to settle on the following terms the cases of Fresno Deputy Sheriffs Association, et al. v. Fresno County Employees Retirement Board, et al., Fresno County Superior Court Case No. 605588-3; Service Employees International Union Local 535, et al. v. Fresno County Employees Retirement Board, et al., Fresno County Superior Court Case No. 608028-7; and Service Employees International Union Local 535, et al. v. Fresno County Employees Retirement Board, et al., Fresno County Superior Court Case No. 634171-3.

## THE PARTIES

2. The parties to this Settlement Agreement consist of the following persons or entities: the named petitioners in the above named cases; the members of the class ("class members"); the County of Fresno; the Fresno County Employees Retirement Association (FCERA) and the Board of Retirement of the FCERA (the "Retirement Board"). These persons or entities shall collectively be referred to as the "Parties."

## SETTLEMENT OF ACTIONS

3. It is hereby stipulated and agreed by, between, and among the Parties, through their duly authorized counsel, that the actions, and any of the matters raised by the actions, are hereby settled and compromised in full and will be dismissed on the merits and with prejudice on the terms and conditions set forth in this Settlement Agreement. The settlement, compromise, and dismissal with prejudice set forth herein shall be subject to approval by the San Francisco

Superior Court (the "Superior Court") following notice to the proposed members of the class referenced below.

#### **CONSOLIDATION OF CASES AND APPROVAL OF SETTLEMENT**

4. The Parties agree to make appearances in the above named cases as necessary to obtain approval of this settlement. Actions 605588-3 and 608028-7 have to date been coordinated with other actions statewide in Retirement Cases, Judicial Council Coordination Proceeding No. 4049, assigned to the California Superior Court, County of San Francisco, Department No. 304, and have been certified as class actions. On September 29, 2000 the court certified action 634171-3 as a class action and consolidated it with actions 605588-3 and 608028-7.

The Parties agree to jointly move the Superior Court to approve the Settlement Agreement, and thereupon dismiss all three actions with prejudice.

#### **DEFINITION OF CLASS AND CLASS COUNSEL FOR PURPOSES OF SETTLEMENT**

5. The named petitioners in the above three actions shall serve as the Class Representatives of a Petitioners' Class (the "Class"). The Class shall consist of all retirees, deferred retirees, beneficiaries, and employees who are members of the FCERA and has been certified for purposes of settlement of the actions. As used in this Settlement Agreement, the term "petitioners' counsel" shall mean the law firms of Silver, Hadden & Silver, and Bennett and Sharpe, Inc.

## TERMS OF SETTLEMENT

6. Benefits for Employees Retiring on and after January 1, 2001.

All Parties agree that the County Board of Supervisors will (1) adopt by resolution the service retirement formula for general members provided by Government Code section 31676.14, to be effective January 1, 2001; (a copy of that formula is attached as Exhibit A); (2) adopt a resolution provided by section 31678.2 (effective January 1, 2001) to make the section 31676.14 formula retroactive for all service credit earned by employees retiring on or after January 1, 2001. A copy of the existing formula for safety members as set forth in Government Code section 31664 is attached as Exhibit B.

All parties agree that pursuant to Government Code section 31627, and in settlement of the cases designated in paragraph 1, the Retirement Board shall contribute undistributed earnings from the retirement system referenced in paragraph 14 to a reserve fund(s) for the purpose of providing supplemental benefits. The supplemental benefits for general members are set forth in Exhibit C. The supplemental benefits for safety members are set forth in Exhibit D. The parties further agree that each member shall make an initial One Dollar (\$1.00) contribution to establish supplemental benefit eligibility under section 31627.

All parties agree that present and future undistributed earnings in the retirement system shall be applied to the benefits contained herein.

All parties agree that to the extent undistributed earnings are unavailable in the future to make the additional contributions on members' behalf, as described above, then the employer and employee contribution rates shall be increased pursuant to the County Employees Retirement Act of 1937 in an



amount determined by an actuarial report necessary to fund the supplemental benefits in sections 6, 7, and 9.

The supplemental benefits in this paragraph approximate a formula of "two and one half percent at age 55" for general members when consolidated with the service retirement formula in section 31676.14 as set forth in Exhibit E; and "two and one half percent at age 50" for safety members when consolidated with the service retirement formula in section 31664 as set forth in Exhibit F. In no event shall the supplemental benefit under section 31627 result in a retiree's allowance exceeding one hundred percent of that retiree's "final compensation" as an employee as provided by the County Employees Retirement Law of 1937.

All parties agree that members shall not be permitted to withdraw any portion of the contributions made to the supplemental benefit reserves from undistributed earnings in the retirement system, either during their employment or upon or after separating from employment. A member may only withdraw his or her supplemental benefit contributions, plus interest and shall thereafter be ineligible to receive supplemental benefits provided by this paragraph. Members who leave County service prior to becoming eligible for a deferred retirement or who elect not to take a deferred retirement will only receive a refund of their supplemental benefit contribution, plus interest.

Only class members retiring on and after January 1, 2001, shall be entitled to the benefits provided by this section 6.

Consistent with Government Code sections 31703 and 31705, employees taking a deferred retirement whose retirement allowance is effective



on and after January 1, 2001, shall be entitled to the benefits provided by this section 6.

7. All parties agree to cooperate in facilitating passage of an enabling amendment to the County Employees Retirement Law of 1937, Government Code section 31450 et seq., to provide an enhanced formula for service retirement benefits equal to "two and one half percent at age 55" (Exhibit E) for general members and "two and one half percent at age 50" (Exhibit F) for safety members.

All parties agree that upon the effective date of such amendment, benefits for employees retiring on and after January 1, 2001 shall be provided under that enhanced formula rather than as provided in section 6.

All parties agree that upon the effective date of such an amendment, the undistributed earnings and any member and employer contributions in the retirement system reserve accounts established to fund the benefits provided by Exhibit A will be redistributed to appropriate reserve accounts to fund the benefits under the enhanced formula. Thereafter, no members shall be entitled to supplemental benefits under Government Code section 31627.

8. Benefits for Pre-January 1, 2001 Retirees and Beneficiaries.

All Parties agree that effective January 1, 2001 all class member retirees who retired prior to January 1, 2001, and the beneficiaries of such retirees taking a monthly allowance, will receive an increase of \$15.00 per month service benefit for each full year of service subject to a maximum of 30 years service, i.e., a maximum of \$450.00. Beneficiaries receiving less than one

hundred percent (100%) of deceased retirees' monthly allowance will receive a prorata amount of the \$15.00 monthly increase. No employee who retires on or before January 1, 2001 shall be entitled to the benefits described in sections 6 and 7.

9. Retiree Health Benefits.

All Parties agree that effective January 1, 2001, all retirees and beneficiaries will receive an increase in monthly paid health insurance benefits of \$3.00 per full year of service. Future increases in paid health insurance benefits will be tied to the amount of future undistributed earnings in the retirement system per the following formula:

<u>AMOUNT OF UNDISTRIBUTED EARNINGS</u>	<u>INCREASE IN MONTHLY PAID HEALTH INSURANCE BENEFITS</u>
\$25 - \$50 million dollars	\$.50 per year of service
\$50 - \$75 million dollars	\$1.00 per year of service
\$75 - \$100 million dollars	\$1.50 per year of service
\$100 million dollars +	\$2.00 per year of service plus an additional \$.50 per year of service for each full increment of \$25 million dollars beyond \$100 million dollars, up to a maximum total monthly benefit equal to that of the County plan having the highest monthly premium (retiree only)

The above formula will first apply to the undistributed earnings for the two year actuarial period ending June 30, 2002 and thereafter.

10. Safety Retirement Report for Probation Department Peace Officers.

All Parties agree that upon the request of the employees' exclusive representative, the County of Fresno will order an updated actuarial cost study of safety retirement for Probation Department Penal Code section 830.5 peace officers. The cost of any such study shall be shared equally by the County of Fresno and the employee organization requesting the study. The County agrees to meet and confer, upon request by the representative and within sixty (60) days of receipt of the study, regarding the results of the study.

11. Attorneys Fees.

All Parties agree to allow the Superior Court to decide the amount of attorneys fees for petitioners' counsel on a noticed motion subject to a mandatory minimum of \$600,000, and a mandatory maximum of \$1,250,000. The County of Fresno and Retirement Board reserve the right to urge the Court not to approve an amount in excess of \$600,000. Petitioners' counsel reserve the right to urge the Court to approve up to \$1,250,000.

The County of Fresno will deliver to petitioners' counsel a warrant in the amount of Six Hundred Thousand Dollars (\$600,000.00) payable jointly to Silver, Hadden & Silver and to Bennett & Sharpe, Inc., within twenty (20) calendar days after approval of this Settlement Agreement by the San Francisco Superior Court following a fairness hearing.

12. Dismissal of Actions.

All Parties agree that petitioners will dismiss with prejudice actions 605588-3, 608028-7, and 634171-3 upon court approval of this Settlement Agreement.



13. Forbearance Against Subsequent Litigation.

All parties agree that petitioners and class members will forbear bringing any future demand, claim or lawsuit seeking to enlarge, define, narrow, or in any other way relate to the scope of the decision of the California Supreme Court in Ventura County Deputy Sheriffs' Association v. Board of Retirement (1997) 16 Cal.4<sup>th</sup> 483, or the items of compensation to be included for benefit purposes under the 1937 County Employees Retirement law. All parties agree that this forbearance agreement applies to all items of compensation which were included or which could have been included in actions 605588-3 and 608028-7.

All Parties agree that petitioners and class members will forbear bringing any future demand, claim, or lawsuit seeking to challenge the Retirement Board's transfer of undistributed earnings in the retirement system such that the employer contribution is reduced even to zero, and where (1) the undistributed earnings stay within the retirement system to be used exclusively to pay future retirement benefits; (2) the retirement system is adequately funded to pay the required benefits under the County Employees Retirement Law of 1937 and this settlement agreement; and (3) all retirees and beneficiaries are receiving the required benefits under the County Employees Retirement Law of 1937 and this Settlement Agreement.

**TERMS AND METHODOLOGY OF SETTLEMENT**

14. All Parties agree that the funding source for all the aforementioned benefits and attorney fees shall be undistributed earnings in the retirement system. At the time of this Settlement Agreement, it is estimated that the cost of benefits in paragraphs 6, 8, and 9 above is \$288,133,000.

15. No class member will be required to pay retroactive contributions toward any additional benefits conferred by this Settlement Agreement.

#### **SETTLEMENT REPRESENTS COMPROMISES BY ALL PARTIES**

16. This settlement represents compromises by all Parties, and all Parties gain from the termination of the litigation, as well as avoiding the attendant uncertainties and costs of litigation and anticipated appellate court review.

#### **NOTICE TO CLASS MEMBERS AND SUPERIOR COURT APPROVAL OF SETTLEMENT**

17. The County shall be responsible for mailing a notice to all class members in all three cases, which notice includes specific notice of the time and place of the fairness hearing before the San Francisco Superior Court.

#### **FINALITY OF SETTLEMENT AGREEMENT**

18. All Parties agree that this Settlement—Agreement settles and resolves all issues among the Parties. All Parties further agree that this settlement is intended to be complete and final with respect to the issues that it has resolved, and that the settlement will not be changed on behalf of settling parties or the class members in response to later court developments, whether favorable or unfavorable.

All Parties specifically agree that any subsequent determinations by a court of competent jurisdiction that enlarge, define, narrow, or in any other way relate to the scope of the decision of the California Supreme Court in Ventura County Deputy Sheriffs Association v. Board of Retirement (1997) 16 Cal.4th 483, or the items of compensation to be included for benefit purposes under the

1937 County Employees Retirement Law shall have no effect on this settlement or its terms, as to all items of compensation which were included, or which could have been included in actions 605588-3 and 608028-7.

All Parties specifically agree that any subsequent determinations by a court of competent jurisdiction that enlarge, define, narrow, or in any other way relate to the Retirement Board's transfer of undistributed earnings in a retirement system such that the employer contribution is reduced even to zero, where (1) the undistributed earnings stay within the retirement system to be used exclusively to pay retirement benefits; (2) the retirement system is adequately funded to pay the required benefits under the system; and (3) all retirees are receiving the required benefits under the retirement system, shall have no effect on this settlement or its terms.

19. This Settlement Agreement constitutes the entire agreement among the Parties. The Parties expressly acknowledge that no other agreements, arrangements, or understandings exist among them that are not expressed in this Settlement Agreement.

20. All Parties agree that this Settlement Agreement is clear and unambiguous, and agree that it was drafted by the respective counsel for the Parties at arms length. All Parties agree that no parol or other evidence outside this agreement may be offered to explain, construe, contradict, or clarify the terms of the Settlement Agreement, the intent of the Parties or their counsel, or the circumstances under which the Settlement Agreement was made or executed. Each Party, and counsel for each Party, has reviewed and revised, or has had the opportunity to review and revise, this agreement, and accordingly,



any rules of construction of this state, to the effect that any ambiguities are to be resolved against the drafting party, shall not be employed in the interpretation of this agreement or any amendment of it.

21. The terms and provisions of this Settlement Agreement may only be amended, modified or expanded by written agreement of those parties affected by the particular amendment sought.

22. In the event that this settlement does not receive final approval by the Superior Court, then:

This Settlement Agreement shall be null and void and shall have no force or effect, and no Party to this Settlement Agreement shall be bound by any of its terms;

This Settlement Agreement, all of its provisions, and all negotiations, statements, and proceedings relating to it shall be without prejudice to the rights of any of the Parties or any class member;

All Parties shall be restored to their respective positions existing immediately before the execution of this Settlement Agreement; and

Neither the provisions of this Settlement Agreement, nor the fact of its having been made, shall be admissible or entered into evidence for any purpose whatsoever.

#### **AUTHORIZATION TO ENTER INTO SETTLEMENT AGREEMENT**

23. Petitioners' Counsel represent that they are seeking to protect the interests of the entire Class.

24. Each of the Named Petitioner Class Representatives represents and certifies (i) that he or she has read the operative pleadings in the Actions; (ii)

that he or she has read this Settlement Agreement and agrees to its terms; (iii) that he or she has agreed to serve as a Representative of the Class certified or proposed to be certified herein; (iv) that he or she is willing, ready, and able to perform all of the duties and obligations of a Representative of the Class; (v) that he or she has consulted with Petitioners' Counsel regarding the Actions, the Settlement Agreement, and the obligations of a Class Representative; (vi) that he or she will remain and serve as a Representative of the Class, until the terms of the Settlement Agreement are effectuated, or until the Superior Court at any time determines that the Class Representative cannot represent the Class.

25. Each person executing this Settlement Agreement on behalf of any Party other than the Named Petitioners represents that he/she is authorized to enter into this Settlement Agreement on behalf of the Party for whom he/she is executing this Settlement Agreement.

#### **CLASS MEMBERS' ACCESS TO CASE MATERIALS**

26. Upon request by any Class Member, Petitioners' Counsel shall make available to the Class Member copies of the pleadings generated in the Actions, as well as this Settlement Agreement including all of its attached Exhibits.

#### **CHOICE OF LAW AND EXCLUSIVE FORUM**

27. This Settlement Agreement and any ancillary agreements shall be governed by, and interpreted according to, the laws of the State of California.

28. Any action to enforce this Agreement shall be commenced and maintained in the Superior Court for the State of California, Fresno County, and shall not be commenced or maintained in any other court.

## **MUTUAL RELEASE AND DISCHARGE**

29. Effective upon the final approval of this Settlement Agreement by the Superior Court, the Named Petitioners in their individual and representative capacities on behalf of the Class Members, and the Parties, on their own behalf and on behalf of each of their respective officers, directors, employees, attorneys, agents, servants, representatives, predecessors, successors, assigns, heirs and executors HEREBY RELEASE AND DISCHARGE each other and each other's respective officers, directors, employees, attorneys, agents, servants, representatives, predecessors, successors, assigns, heirs and executors from any and all claims, demands, causes of action, obligations, damages and liabilities, known and unknown, suspected and unsuspected, that they, or any of them, now own or hold, or that could have been asserted in connection with, or that in any way relate to cases 605588-3, 608028-78, and/or 634171-3. This mutual release and discharge does not include the obligations and rights created by this Settlement Agreement. Further, this mutual release and discharge does not preclude any action to enforce the terms of this Settlement Agreement.

## **WAIVER AND RELINQUISHMENT OF UNKNOWN CLAIMS**

30. It is understood and agreed that with respect to the releases set forth in this Settlement Agreement, all rights under California Civil Code section 1542 and any similar law of any state or territory of the United States are hereby expressly waived and relinquished by the Parties. Section 1542 reads as follows:



"Certain claims not affected by general release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

- 31. In waiving and relinquishing the provisions of section 1542 of the California Civil Code, the Parties acknowledge that they may hereafter discover facts, information or evidence in addition to or different from those facts, information or evidence which they now believe to exist or be true, with respect to the subject matter of the Actions and other matters released herein, including the possibility of further clarifications and development in the case law pertaining to the inclusion or exclusion of items in or from pensionable compensation under the provisions of the 1937 Retirement Act, and a retirement board's transfer of undistributed earnings in a retirement system. The Parties agree that they have taken that possibility into account in determining the amount of consideration to be given under this Settlement Agreement. Further, the Parties agree that the releases given herein shall remain in effect as a full and complete general release of the matters described above, notwithstanding discovery of the existence of any such additional or different facts, information or evidence, or developments in the case law.

#### **MATTERS AND RESERVATIONS APPLICABLE TO ENTIRE AGREEMENT**

32. Nothing in this Settlement Agreement shall be interpreted as preventing FCERA, its agents, and the employers from communicating with the Class Members within the normal course of their business activities.

33. The Settlement Agreement, its terms, and the negotiations and court proceedings relating to this Settlement Agreement shall not be construed

as, or offered as, evidence of any kind in the Actions or in any other action or proceeding (except for a proceeding to enforce this Settlement Agreement).

34. The Settlement Agreement, its terms, and the negotiations and court proceedings relating to this Settlement Agreement shall not be construed as, or offered as, any type of evidence, admission, or concession of any liability or wrongdoing on the part of any person or entity. The County of Fresno, FCERA and Retirement Board deny any wrongdoing alleged in Actions 605588-3, 608028-7, and 634171-3 and do not admit or concede any actual or potential fault, wrongdoing or liability in connection with any facts or claims that were alleged or could have been alleged against them in these actions.

35. This Settlement Agreement shall be binding upon and for the benefit of the Parties hereto, their respective predecessors, successors, devisees, assigns, heirs, executors, affiliates, representatives, officers, directors, agents and employees.

36. The Parties and their attorneys undertake to implement the terms of this Settlement Agreement in good faith, and to use good faith in resolving any disputes that may arise in implementing the terms of this Settlement Agreement.

37. The Parties and their attorneys agree to cooperate fully with one another and agree to use their best efforts in obtaining Superior Court approval of the Settlement Agreement. The Parties and their attorneys agree to execute any legal documents necessary to effectuate Superior Court approval of the Settlement Agreement.

38. The headings used in this Settlement Agreement are included for ease of reference, and such headings shall not control specific language of any provision of this Settlement Agreement.

39. This Settlement Agreement shall not be binding on any of the Parties until all of the Parties or their representatives have executed this Settlement Agreement.

40. This Settlement Agreement may be signed in counterparts, each of which shall constitute a duplicate original. Executed facsimile copies shall be deemed duplicate originals.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Settlement Agreement on the following dates, through their authorized representatives as designated below.

Dated: 10-20 - 2000

APPROVED AND AGREED TO BY  
AND ON BEHALF OF PETITIONERS  
IN CASE NO. 605588-3

By [Signature]  
Fresno Deputy Sheriffs' Association

Dated: 10-20 2000

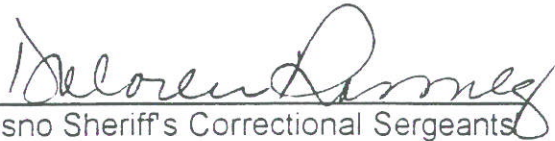
APPROVED AND AGREED TO BY  
AND ON BEHALF OF PETITIONERS  
IN CASE NO. 605588-3

By [Signature]  
Fresno Sheriff's Sergeants' Association



Dated: October 20, 2000

APPROVED AND AGREED TO BY  
AND ON BEHALF OF PETITIONERS  
IN CASE NO. 605588-3

By   
Fresno Sheriff's Correctional Sergeants'  
Association


Dated: October 20, 2000

APPROVED AND AGREED TO BY  
AND ON BEHALF OF PETITIONERS  
IN CASE NO. 605588-3

By   
Fresno Sheriff's Lieutenants'  
Association

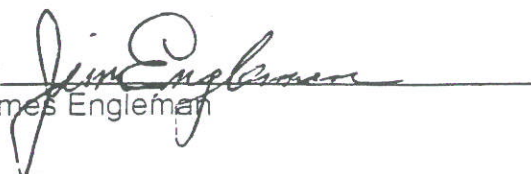
Dated: October 20, 2000

APPROVED AND AGREED TO BY  
AND ON BEHALF OF PETITIONERS  
IN CASE NO. 605588-3

By RICHARD J. SOUZA  
Richard J. Souza  
By 

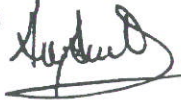
Dated: October 20, 2000

APPROVED AND AGREED TO BY  
AND ON BEHALF OF PETITIONERS  
IN CASE NO. 605588-3

By   
James Engleman

Dated: October 20, 2000

APPROVED AND AGREED TO BY  
AND ON BEHALF OF PETITIONERS  
IN CASE NO. 605588-3

By RAY WATKINS  
Ray Watkins  
By 

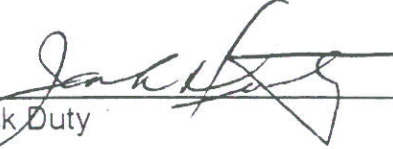
Dated: October 20, 2000

APPROVED AND AGREED TO BY  
AND ON BEHALF OF PETITIONERS  
IN CASE NO. 605588-3

By Kenneth Hogue  
Kenneth Hogue

Dated: October 20, 2000

APPROVED AND AGREED TO BY  
AND ON BEHALF OF PETITIONERS  
IN CASE NO. 605588-3

By   
Jack Duty


Dated: October 20, 2000

APPROVED AND AGREED TO BY  
AND ON BEHALF OF PETITIONERS  
IN CASE NO. 605588-3

By Thomas Lean  
Thomas Lean


Dated: October 20, 2000

APPROVED AND AGREED TO BY  
AND ON BEHALF OF PETITIONERS  
IN CASE NO. 605588-3

By ARTIE COX  
Artie Cox  
BY 

Dated: 10-23, 2000

APPROVED AND AGREED TO BY  
AND ON BEHALF OF PETITIONERS  
IN CASE NOS. 608028-7 and 634171-3

By   
Service Employees International Union,  
Local 535, AFL-CIO

Dated: 11-3, 2000

RETIREMENT BOARD

By   
CHAIRMAN, Retirement Board

Dated: NOV 07 2000, 2000

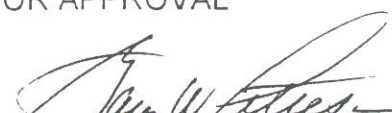
COUNTY OF FRESNO

By   
CHAIRMAN, Board of Supervisors

ATTEST:  
SHARI GREENWOOD, Clerk  
Board of Supervisors


By   
Deputy

REVIEWED AND RECOMMENDED  
FOR APPROVAL

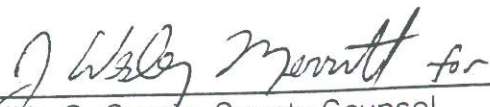
  
GARY W. PETERSON  
Auditor-Controller/Treasurer-Tax Collector




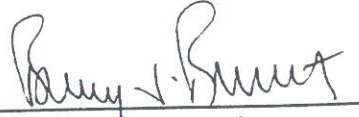
REVIEWED AND RECOMMENDED  
FOR APPROVAL

  
\_\_\_\_\_  
LINZIE L. DANIEL  
Interim County Administrative Officer

REVIEWED AS TO LEGAL FORM:

  
\_\_\_\_\_  
Philip S. Cronin, County Counsel  
Attorneys for Respondents and Real Party in Interest

  
\_\_\_\_\_  
Silver Hadden & Silver  
Attorneys for Petitioners

  
\_\_\_\_\_  
Bennett & Sharpe, Inc.  
Attorneys for Petitioners

**TABLE 1 - GENERAL MEMBERS 1 2/3% @ 52**  
**Section 31676.14**  
**PERCENTAGE OF FINAL COMPENSATION**  
**FOR ESTIMATED MONTHLY RETIREMENT ALLOWANCE**

Years of Service	Ages												Over 62 &
	50	51	52	53	54	55	56	57	58	59	60	61	62
	0.8850	0.9399	1.0000	1.0447	1.1048	1.1686	1.2365	1.3093	1.3808	1.4123	1.4638	1.5153	1.5668
5	7.40	7.85	8.35	8.70	9.25	9.75	10.30	10.95	11.35	11.80	12.20	12.65	13.10
6	8.88	9.42	10.02	10.44	11.10	11.70	12.36	13.14	13.62	14.16	14.64	15.16	15.72
7	10.36	10.99	11.69	12.18	12.95	13.65	14.42	15.33	15.89	16.52	17.08	17.71	18.34
8	11.84	12.56	13.36	13.92	14.80	15.60	16.48	17.52	18.16	18.88	19.52	20.24	20.96
9	13.32	14.13	15.03	15.66	16.65	17.55	18.54	19.71	20.43	21.24	21.96	22.77	23.58
10	14.80	15.70	16.70	17.40	18.50	19.50	20.60	21.90	22.70	23.60	24.40	25.30	26.20
11	16.28	17.27	18.37	19.14	20.35	21.45	22.66	24.09	24.97	25.96	26.84	27.83	28.82
12	17.76	18.84	20.04	20.88	22.20	23.40	24.72	26.28	27.24	28.32	29.28	30.36	31.44
13	19.24	20.41	21.71	22.62	24.05	25.35	26.78	28.47	29.51	30.68	31.72	32.89	34.06
14	20.72	21.98	23.38	24.36	25.90	27.30	28.84	30.68	31.78	33.04	34.16	35.42	36.68
15	22.20	23.55	25.05	26.10	27.75	29.25	30.90	32.85	34.05	35.40	36.60	37.95	39.30
16	23.68	25.12	26.72	27.84	29.60	31.20	32.86	35.04	36.32	37.76	39.04	40.48	41.92
17	25.16	26.69	28.39	29.58	31.45	33.15	35.02	37.23	38.59	40.12	41.48	43.01	44.54
18	26.64	28.26	30.06	31.32	33.30	35.10	37.08	39.42	40.86	42.48	43.92	45.54	47.16
19	28.12	29.83	31.73	33.06	35.15	37.05	39.14	41.61	43.13	44.84	46.36	48.07	49.78
20	29.60	31.40	33.40	34.80	37.00	39.00	41.20	43.80	45.40	47.20	48.80	50.60	52.40
21	31.08	32.97	35.07	36.54	38.85	40.95	43.26	45.99	47.67	49.56	51.24	53.13	55.02
22	32.56	34.54	36.74	38.28	40.70	42.90	45.32	48.16	49.94	51.92	53.68	55.66	57.64
23	34.04	36.11	38.41	40.02	42.55	44.85	47.38	50.37	52.21	54.28	56.12	58.19	60.26
24	35.52	37.68	40.08	41.76	44.40	46.80	49.44	52.56	54.48	56.84	58.56	60.72	62.88
25	37.00	39.25	41.75	43.50	46.25	48.75	51.50	54.75	56.75	59.00	61.00	63.25	65.50
26	38.48	40.82	43.42	45.24	48.10	50.70	53.56	56.94	59.02	61.36	63.44	65.78	68.12
27	39.96	42.39	45.09	46.96	49.95	52.65	55.62	59.13	61.29	63.72	65.88	68.31	70.74
28	41.44	43.96	46.76	48.72	51.80	54.60	57.68	61.32	63.56	66.08	68.32	70.84	73.36
29	42.92	45.53	48.43	50.46	53.65	56.55	59.74	63.51	65.83	68.44	70.76	73.37	75.98
30	44.40	47.10	50.10	52.20	55.50	58.50	61.80	65.70	68.10	70.80	73.20	75.90	78.60
31	45.88	48.67	51.77	53.94	57.35	60.45	63.86	67.89	70.37	73.16	75.64	78.43	81.22
32	47.36	50.24	53.44	55.68	59.20	62.40	65.92	70.08	72.64	75.52	78.08	80.96	83.84
33	48.84	51.81	55.11	57.42	61.05	64.35	67.98	72.27	74.91	77.88	80.52	83.49	86.46
34	50.32	53.38	56.78	59.16	62.90	66.30	70.04	74.46	77.18	80.24	82.96	86.02	89.08
35	51.80	54.95	58.45	60.90	64.75	68.25	72.10	76.65	79.45	82.60	85.40	88.55	91.70
36	53.28	56.53	60.12	62.64	66.60	70.20	74.16	78.84	81.72	84.96	87.84	91.08	94.32
37	54.76	58.11	61.70	64.38	68.45	72.15	76.22	81.03	83.99	87.32	90.28	93.61	96.94
38	56.24	59.69	63.38	66.06	70.30	74.10	78.28	83.22	86.26	89.68	92.72	96.14	99.56
39	57.72	61.27	65.06	67.74	72.00	76.05	80.34	85.41	88.53	92.04	95.16	98.67	100.00



**TABLE 2 - SAFETY MEMBERS  
PERCENTAGE OF FINAL COMPENSATION FOR  
ESTIMATED MONTHLY RETIREMENT ALLOWANCE**

Years of Service	41	42	43	Ages 44	45	46	47	48
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20	25.03	26.50	28.01	29.58	31.22	32.90	34.71	36.34
21		27.82	29.41	31.06	32.78	34.54	36.44	38.15
22			30.08	32.54	34.34	36.19	38.18	39.97
23				34.02	35.90	37.83	39.91	41.79
24					37.46	39.48	41.65	43.60
25						41.13	43.39	45.43
26							45.13	47.24
27								49.06
28								
29								
30								
31								
32								
33								
34								
35								
36								
37								
38								
39								

Years of Service	49	50	51	Ages 52	53	54	55 & Over
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20	38.08	40.00	42.06	44.31	46.77	49.34	52.40
21	39.99	42.00	44.17	46.53	49.11	51.81	55.02
22	41.89	44.00	46.27	48.74	51.44	54.28	57.64
23	43.80	46.00	48.37	50.96	53.78	56.75	60.26
24	45.70	48.00	50.48	53.17	56.12	59.21	62.88
25	47.61	50.00	52.58	55.39	58.46	61.68	65.50
26	49.51	52.00	54.68	57.61	60.80	64.15	68.11
27	51.42	54.00	56.79	59.82	63.14	66.61	70.73
28	53.32	56.00	58.89	62.04	65.48	69.08	73.35
29		58.00	60.99	64.25	67.81	71.55	75.98
30			63.10	66.47	70.15	74.02	78.60
31				68.68	72.49	76.48	81.22
32					74.83	78.94	83.84
33						81.41	86.46
34							89.08
35							91.70
36							94.32
37							96.94
38							99.56
39							100.00



**TABLE 1 - GENERAL MEMBERS**  
**Supplemental Benefit**  
**PERCENTAGE OF FINAL COMPENSATION**  
**FOR ESTIMATED MONTHLY RETIREMENT ALLOWANCE**

Years of Service	Ages												62 & Over
	50	51	52	53	54	55	56	57	58	59	60	61	
5	0.7454	0.7882	0.8348	0.8850	0.9398	1.0000	1.0447	1.1048	1.1686	1.2365	1.3093		
6	1.92	2.00	2.08	2.38	2.50	2.75	2.78	2.86	3.26	3.66	4.17	3.72	3.27
7	2.30	2.40	2.50	2.84	3.00	3.30	3.31	3.43	3.91	4.39	5.00	4.46	3.92
8	2.68	2.80	2.92	3.31	3.50	3.85	3.86	4.00	4.56	5.12	5.83	5.20	4.57
9	3.07	3.20	3.33	3.78	4.00	4.40	4.41	4.58	5.21	5.85	6.67	5.95	5.23
10	3.45	3.60	3.75	4.25	4.50	4.95	4.97	5.15	5.86	6.58	7.50	6.69	5.88
11	3.84	4.01	4.17	4.73	5.00	5.50	5.52	5.72	6.52	7.31	8.33	7.43	6.53
12	4.22	4.41	4.58	5.20	5.50	6.05	6.07	6.29	7.17	8.04	9.17	8.18	7.19
13	4.60	4.81	5.00	5.67	6.00	6.60	6.62	6.86	7.82	8.78	10.00	8.92	7.84
14	4.99	5.21	5.41	6.14	6.50	7.15	7.17	7.44	8.47	9.51	10.83	9.66	8.49
15	5.37	5.61	5.83	6.62	7.00	7.70	7.72	8.01	9.12	10.24	11.67	10.41	9.15
16	5.75	6.01	6.25	7.09	7.50	8.25	8.28	8.58	9.77	10.97	12.50	11.15	9.80
17	6.14	6.41	6.66	7.56	8.00	8.80	8.83	9.15	10.42	11.70	13.33	11.89	10.45
18	6.52	6.81	7.08	8.03	8.50	9.35	9.38	9.72	11.08	12.43	14.17	12.64	11.11
19	6.90	7.21	7.50	8.51	9.00	9.90	9.93	10.30	11.73	13.16	15.00	13.38	11.76
20	7.29	7.61	7.91	8.98	9.50	10.45	10.48	10.87	12.38	13.89	15.83	14.12	12.41
21	7.67	8.01	8.33	9.45	10.00	11.00	11.04	11.44	13.03	14.63	16.67	14.87	13.07
22	8.05	8.41	8.75	9.92	10.49	11.55	11.59	12.01	13.68	15.36	17.50	15.61	13.72
23	8.44	8.81	9.16	10.40	10.99	12.10	12.14	12.58	14.33	16.09	18.33	16.35	14.37
24	8.82	9.21	9.58	10.87	11.49	12.65	12.69	13.16	14.98	16.82	19.16	17.09	15.02
25	9.20	9.61	10.00	11.34	11.99	13.20	13.24	13.73	15.64	17.55	20.00	17.84	15.68
26	9.59	10.01	10.41	11.81	12.49	13.75	13.79	14.30	16.29	18.28	20.83	18.58	16.33
27	9.97	10.41	10.83	12.29	12.99	14.30	14.35	14.87	16.94	19.01	21.66	19.32	16.98
28	10.35	10.81	11.25	12.76	13.49	14.85	14.90	15.44	17.59	19.74	22.50	20.07	17.64
29	10.74	11.21	11.66	13.23	13.99	15.40	15.45	16.02	18.24	20.48	23.33	20.81	18.29
30	11.12	11.61	12.08	13.70	14.49	15.95	16.00	16.59	18.89	21.21	24.16	21.55	18.94
31	11.51	12.02	12.50	14.18	14.99	16.50	16.55	17.16	19.55	21.94	25.00	22.30	19.60
32	11.89	12.42	12.91	14.65	15.49	17.05	17.10	17.73	20.20	22.67	24.36	21.57	18.78
33	12.27	12.82	13.33	15.12	15.99	17.60	17.66	18.30	20.85	23.40	21.92	19.04	16.16
34	12.66	13.22	13.74	15.59	16.49	18.15	18.21	18.88	21.50	22.12	19.48	16.51	13.54
35	13.04	13.62	14.16	16.07	16.99	18.70	18.76	19.45	22.15	19.76	17.04	13.98	10.92
36		14.02	14.58	16.54	17.49	19.25	19.31	20.02	20.55	17.40	14.60	11.45	8.30
37			14.99	17.01	17.99	19.80	19.86	20.59	18.28	15.04	12.16	8.92	5.68
38				17.48	18.49	20.35	20.41	18.97	16.01	12.68	9.72	6.39	3.06
39					18.99	20.90	20.97	16.78	13.74	10.32	7.28	3.86	0.44
						21.45	19.66	14.59	11.47	7.96	4.84	1.33	0.00

**TABLE 2 - SAFETY MEMBERS**  
**Supplemental Benefit**  
**PERCENTAGE OF FINAL COMPENSATION**  
**FOR ESTIMATED MONTHLY RETIREMENT ALLOWANCE**

Years of Service	41	42	43	44	45	46	47	Ages	48	49	50	51	52	53	54	55 & Over
5											2.50	2.63	2.77	2.93	3.08	3.27
6											3.00	3.15	3.33	3.51	3.70	3.93
7											3.50	3.68	3.88	4.09	4.32	4.58
8											4.00	4.20	4.44	4.67	4.83	5.24
9											4.50	4.73	4.99	5.26	5.56	5.89
10											5.00	5.26	5.54	5.85	6.17	6.55
11											5.50	5.78	6.09	6.43	6.78	7.20
12											6.00	6.31	6.64	7.02	7.40	7.88
13											6.50	6.84	7.20	7.60	8.02	8.51
14											7.00	7.37	7.75	8.16	8.64	9.17
15											7.50	7.89	8.31	8.77	9.25	9.82
16											8.00	8.41	8.86	9.36	9.86	10.48
17											8.50	8.94	9.41	9.94	10.49	11.13
18											9.00	9.46	9.97	10.52	11.10	11.79
19											9.50	9.99	10.52	11.11	11.72	12.44
20	6.26	6.63	7.00	7.40	7.81	8.23	8.68	9.09	9.52	10.00	10.52	11.08	11.69	12.34	13.10	
21		6.95	7.35	7.76	8.20	8.64	9.11	9.54	10.00	10.50	11.04	11.63	12.27	12.95	13.75	
22			7.70	8.13	8.59	9.05	9.55	10.00	10.47	11.00	11.57	12.19	12.87	13.57	14.40	
23				8.50	8.98	9.46	9.98	10.45	10.95	11.50	12.10	12.74	13.45	14.18	15.06	
24					9.37	9.88	10.42	10.90	11.42	12.00	12.62	13.30	14.03	14.81	15.71	
25						10.28	10.85	11.35	11.80	12.50	13.15	13.85	14.62	15.42	16.37	
26							11.26	11.81	12.38	13.00	13.67	14.40	15.20	16.03	17.03	
27								12.26	12.85	13.50	14.19	14.86	15.78	16.66	17.69	
28									13.33	14.00	14.72	15.51	16.36	17.27	18.34	
29										14.50	15.25	16.07	16.96	17.89	19.00	
30											15.77	16.62	17.54	18.50	19.65	
31												17.17	18.12	19.12	18.79	
32													18.71	19.74	16.17	
33														18.58	13.55	
34															10.93	



**TABLE 1 - GENERAL MEMBERS**  
Proposed 2.5% @ 55  
**PERCENTAGE OF FINAL COMPENSATION**  
**FOR ESTIMATED MONTHLY RETIREMENT ALLOWANCE**

Years of Service	Ages										
	50	51	52	53	54	55	56	57	58	59	60
	0.7454	0.7882	0.8346	0.8850	0.9399	1.0000	1.0447	1.1048	1.1688	1.2365	1.3093
5	9.32	9.85	10.43	11.06	11.75	12.50	13.06	13.81	14.81	15.46	16.37
6	11.18	11.82	12.52	13.28	14.10	15.00	15.87	16.57	17.53	18.55	19.64
7	13.04	13.78	14.61	15.48	16.45	17.50	18.28	19.33	20.45	21.84	22.91
8	14.91	15.76	16.69	17.70	18.80	20.00	20.89	22.10	23.37	24.73	26.18
9	16.77	17.73	18.78	19.91	21.15	22.50	23.51	24.86	26.29	27.82	29.46
10	18.64	19.71	20.87	22.13	23.50	25.00	26.12	27.62	29.22	30.91	32.73
11	20.50	21.68	22.95	24.34	25.85	27.50	28.73	30.38	32.14	34.00	36.01
12	22.36	23.65	25.04	26.55	28.20	30.00	31.34	33.14	35.06	37.10	39.28
13	24.23	25.62	27.12	28.76	30.55	32.50	33.95	35.91	37.98	40.19	42.55
14	26.09	27.59	29.21	30.98	32.90	35.00	36.58	38.67	40.90	43.28	45.83
15	27.95	29.56	31.30	33.19	35.25	37.50	39.18	41.43	43.82	46.37	49.10
16	29.82	31.53	33.38	35.40	37.60	40.00	41.79	44.19	46.74	49.48	52.37
17	31.68	33.50	35.47	37.61	39.85	42.50	44.40	46.95	49.67	52.55	55.85
18	33.54	35.47	37.56	39.83	42.30	45.00	47.01	49.72	52.59	55.64	58.92
19	35.41	37.44	39.64	42.04	44.65	47.50	49.82	52.48	55.51	58.73	62.19
20	37.27	39.41	41.73	44.25	47.00	50.00	52.24	55.24	58.43	61.83	65.47
21	39.13	41.38	43.82	46.46	49.34	52.50	54.85	58.00	61.35	64.92	68.74
22	41.00	43.35	45.90	48.68	51.69	55.00	57.48	60.78	64.27	68.01	72.01
23	42.86	45.32	47.99	50.89	54.04	57.50	60.07	63.53	67.19	71.10	75.28
24	44.72	47.28	50.08	53.10	56.39	60.00	62.68	66.29	70.12	74.19	78.56
25	46.59	49.26	52.16	55.31	58.74	62.50	65.29	69.05	73.04	77.28	81.83
26	48.45	51.23	54.25	57.53	61.09	65.00	67.91	71.81	75.96	80.37	85.10
27	50.31	53.20	56.34	59.74	63.44	67.50	70.52	74.57	78.88	83.46	88.38
28	52.18	55.17	58.42	61.95	65.79	70.00	73.13	77.34	81.80	86.56	91.85
29	54.04	57.14	60.51	64.18	68.14	72.50	75.74	80.10	84.72	89.65	94.92
30	55.91	59.12	62.60	66.38	70.49	75.00	78.35	82.86	87.65	92.74	98.20
31	57.77	61.09	64.68	68.59	72.84	77.50	80.96	85.62	90.57	95.83	100.00
32	59.63	63.06	66.77	70.80	75.19	80.00	83.58	88.38	93.49	98.92	
33	61.50	65.03	68.85	73.01	77.54	82.50	86.19	91.15	96.41	100.00	
34	63.36	67.00	70.94	75.23	79.89	85.00	88.80	93.91	99.33		
35		68.97	73.03	77.44	82.24	87.50	91.41	96.87	100.00		
36			75.11	79.65	84.59	90.00	94.02	99.43			
37				81.86	86.94	92.50	96.63	100.00			
38					89.29	95.00	99.25				
39						97.50	100.00				



**TABLE 2 - SAFETY MEMBERS**  
**Proposed 2.5% @ 50**  
**PERCENTAGE OF FINAL COMPENSATION**  
**FOR ESTIMATED MONTHLY RETIREMENT ALLOWANCE**

Years of Service	41	42	43	44	45	46	47	Ages	48	49	50	51	52	53	54	55 & Over
5											12.50	13.15	13.85	14.62	15.42	16.37
6											15.00	15.77	16.62	17.54	18.50	19.65
7											17.50	18.40	19.39	20.48	21.59	22.92
8											20.00	21.03	22.16	23.38	24.67	26.20
9											22.50	23.66	24.93	26.31	27.76	29.47
10											25.00	26.29	27.70	29.23	30.84	32.75
11											27.50	28.92	30.46	32.15	33.92	36.02
12											30.00	31.55	33.23	35.08	37.01	39.30
13											32.50	34.18	36.00	38.00	40.09	42.57
14											35.00	36.81	38.77	40.92	43.18	45.85
15											37.50	39.44	41.54	43.85	46.26	49.12
16											40.00	42.06	44.31	46.77	49.34	52.40
17											42.50	44.69	47.08	49.69	52.43	55.67
18											45.00	47.32	49.85	52.61	55.51	58.85
19											47.50	49.95	52.62	55.54	58.60	62.22
20	31.29	33.13	35.02	36.99	39.03	41.13	43.39	45.43	47.61	50.00	52.58	55.39	58.46	61.68	65.50	
21		34.78	36.77	38.83	40.98	43.19	45.56	47.70	49.99	52.50	55.21	58.16	61.36	64.76	68.77	
22			38.52	40.68	42.93	45.24	47.73	49.97	52.37	55.00	57.84	60.93	64.31	67.85	72.04	
23				42.53	44.88	47.30	49.90	52.24	54.75	57.50	60.47	63.70	67.23	70.93	75.32	
24					46.83	49.36	52.07	54.51	57.13	60.00	63.10	66.47	70.15	74.02	78.59	
25						51.41	54.24	56.78	59.51	62.50	65.73	69.24	73.08	77.10	81.87	
26							56.41	59.05	61.89	65.00	68.35	72.01	76.00	80.18	85.14	
27								61.32	64.27	67.50	70.98	74.78	78.92	83.27	88.42	
28									66.65	70.00	73.61	77.55	81.84	86.35	91.69	
29										72.50	76.24	80.32	84.77	89.44	94.97	
30											78.87	83.09	87.89	92.52	98.24	
31												85.85	90.81	95.60	100.00	
32													93.54	98.69		
33																
34															100.00	

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ENDORSED  
FILED  
San Francisco County Superior Court

DEC 26 2000

GORDON PARK-LI, Clerk  
BY: GARTH SAYERS  
Deputy Clerk

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE CITY AND COUNTY OF SAN FRANCISCO

11 Coordination Proceeding  
12 Special Title (Rule 1550(b))

13 RETIREMENT CASES

14 FRESNO DEPUTY SHERIFF'S  
15 ASSOCIATION; FRESNO SHERIFF'S  
16 SERGEANTS' ASSOCIATION; FRESNO  
17 SHERIFF'S CORRECTIONAL  
18 SERGEANTS' ASSOCIATION; FRESNO  
19 SHERIFF'S LIEUTENANTS'  
20 ASSOCIATION; RICHARD J. SOUZA;  
JAMES ENGLEMAN; RAY WATKINS;  
KENNETH HOGUE; JACK DUTY;  
THOMAS LEAN; AND ARTIE COX,

21 Petitioners,

22 v.

23 FRESNO COUNTY EMPLOYEES'  
24 RETIREMENT BOARD; FRESNO  
25 COUNTY RETIREMENT ASSOCIATION,

26 Respondents.

27 and

28 COUNTY OF FRESNO,

Real Party in Interest.

JUDICIAL COUNCIL  
COORDINATION PROCEEDING  
NO. 4049

Fresno County Superior Court Case  
Nos. 605588-3, 608028-7 and  
634171-3

NOTICE OF ENTRY OF JUDGMENT

1 SERVICE EMPLOYEES  
2 INTERNATIONAL UNION LOCAL 535,  
3 AFL-CIO,

4  
5 Petitioner,

6 v.

7 FRESNO COUNTY EMPLOYEES'  
8 RETIREMENT BOARD; FRESNO  
9 COUNTY RETIREMENT ASSOCIATION;  
10 COUNTY OF FRESNO,

11 Respondents.

12 SERVICE EMPLOYEES  
13 INTERNATIONAL UNION LOCAL 535,  
14 AFL-CIO,

15 Petitioner,

16 v.

17 FRESNO COUNTY EMPLOYEES'  
18 RETIREMENT BOARD; BOARD OF  
19 SUPERVISORS, COUNTY OF FRESNO;  
20 COUNTY OF FRESNO,


21 Respondents.

22 TO ALL PARTIES, CLASS MEMBERS, AND COUNSEL IN THE ABOVE-ENTITLED  
23 ACTIONS:

24 YOU ARE HEREBY NOTIFIED that judgment in the above matter was entered on  
25 December 15, 2000. A file stamped copy of the judgment is attached hereto.

26 DATED: December 18, 2000

27 PHILLIP S. CRONIN  
28 County Counsel



By J. WESLEY MERRITT  
Chief Deputy County Counsel



1 LAW OFFICES OF  
2 BENNETT & SHARPE, INC.  
3 A Professional Corporation  
4 Barry J. Bennett 69697  
5 Thomas M. Sharpe 109417  
6 925 "N" Street, Suite 150  
7 Fresno, California 93721  
8 (559) 485-0120  
9 Attorneys for Petitioners and Plaintiffs  
10 in Case Nos. 608028-7 and 634171-3

11 SILVER, HADDEN & SILVER  
12 Stephen Silver  
13 1428 Second Street  
14 P.O. Box 2161  
15 Santa Monica, CA 90407-2161  
16 Attorneys for Petitioners and Plaintiffs  
17 in Case Nos. 605588-3 and 634171-3

ENDORSED  
FILED  
San Francisco County Superior Court

DEC 15 2000

GORDON PARK-LI, Clerk  
BY: ANDREA CARNEY  
Deputy Clerk

18 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
19  
20 FOR THE CITY AND COUNTY OF SAN FRANCISCO

21 Coordination Proceeding  
22 Special Title (Rule 1550 (b))

23 RETIREMENT CASES

24 FRESNO DEPUTY SHERIFF'S  
25 ASSOCIATION; FRESNO SHERIFF'S  
26 SERGEANTS' ASSOCIATION; FRESNO  
27 SHERIFF'S CORRECTIONAL  
28 SERGEANTS' ASSOCIATION; FRESNO  
SHERIFF'S LIEUTENANTS' ASSOCIATION  
RICHARD J. SOUZA; JAMES ENGLEMAN;  
RAY WATKINS; KENNETH HOGUE;  
JACK DUTY; THOMAS LEAN; AND  
ARTIE COX,

Petitioners,

vs.

JUDICIAL COUNCIL  
COORDINATION PROCEEDING  
NO. 4049

Fresno County Superior Court Case  
Nos. 605588-3, 608028-7 and  
634171-3

JUDGMENT PARTIALLY VACATING  
PRIOR JUDGMENT AND APPROVING  
REVISED SETTLEMENT AGREEMENT

1  
2 FRESNO COUNTY EMPLOYEES'  
3 RETIREMENT BOARD; FRESNO  
4 COUNTY RETIREMENT ASSOCIATION,

5 Respondents.

6 and

7 COUNTY OF FRESNO,

8 Real Party in Interest.

9 \_\_\_\_\_ /  
10 SERVICE EMPLOYEES'  
11 INTERNATIONAL UNION  
12 LOCAL 535, AFL-CIO,

13 Petitioner,

14 vs.

15 FRESNO COUNTY EMPLOYEES'  
16 RETIREMENT BOARD; FRESNO  
17 COUNTY RETIREMENT ASSOCIATION;  
18 COUNTY OF FRESNO,

19 Respondents.

20 \_\_\_\_\_ /  
21 SERVICE EMPLOYEES'  
22 INTERNATIONAL UNION,  
23 LOCAL 535, AFL-CIO

24 Petitioner,

25 vs.

26 FRESNO COUNTY EMPLOYEES'  
27 RETIREMENT BOARD; BOARD OF  
28 SUPERVISORS, COUNTY OF FRESNO;  
COUNTY OF FRESNO,

Respondents.

1 This matter came on earlier before the Court on September 29, 2000 in Department 304,  
2 upon the motion of Petitioner SEIU for an order certifying Case No. 634171-3 as a class action  
3 and the joint application of all parties for the approval of a Settlement Agreement resolving all  
4 cases. Stephen Silver and Barry J. Bennett appeared on behalf of the Petitioners, and J. Wesley  
5 Merritt, Chief Deputy County Counsel appeared on behalf of Respondents.  
6

7 On September 29, 2000, the Court granted the motion to certify Case No. 634171-3 as a  
8 class action and approved the Settlement Agreement submitted by the parties, including the  
9 payment of attorney's fees to Class Representative's counsel in an amount to be determined by  
10 the Court after a notice of hearing.  
11

12 On or about October 19, 2000, the Court was advised by counsel for Petitioners and  
13 Respondents that the settlement agreement approved by the Court on September 29, 2000 had  
14 been rendered null and void by the action of the Governor of California, who vetoed the  
15 proposed legislation which formed the bases for a significant portion of the benefits conferred  
16 by that agreement. Counsel simultaneously informed the Court that the parties had tentatively  
17 agreed to a revised Settlement Agreement, subject to approval by the Fresno County  
18 Retirement Board and Board of Supervisors, which conferred benefits on the class that were  
19 virtually identical to the benefits conferred by the first Settlement Agreement. On October 24,  
20 2000, the Court approved a proposed Notice to the Class which included a copy of the Revised  
21 Settlement Agreement.  
22

23 On December 15, 2000, this matter again came before this Court, in Department 304, at  
24 12:00 p.m., upon the application of all parties both to vacate that portion of the judgment issued  
25 by the Court on September 29, 2000, approving the original Settlement Agreement, and to  
26 approve the revised Settlement Agreement, thereby resolving all cases. All parties agree that  
27 the judgment certifying the class in Case No. 634171-3 is not at issue herein.  
28



1 Notice of said revised Settlement Agreement was sent to all members of the class on  
2 November 8 and 9, 2000, advising them of the terms of the revised Settlement Agreement,  
3 including attorney's fees and the right of any class member to object either to the revised  
4 Settlement Agreement itself, or the awarding of attorney's fees. Timely objections were  
5 received from Robert Buckenberger, Gordon Keller, and Thomas Schab, retirees, and Thomas  
6 Coble and Ray Davis, active employees.  
7

8 Good cause appearing therefor, it is now ORDERED, ADJUDGED AND DECREED  
9 that: (1) that portion of the judgment issued by the Court on September 29, 2000 which  
10 approved the original SETTLEMENT AGREEMENT in this matter is hereby VACATED; and  
11 (2) the revised Settlement Agreement is (a) hereby APPROVED by the Court, including the  
12 payment of attorney's fees to Class Representative's counsel in an amount to be determined by  
13 the Court after a notice of hearing, but in an amount stipulated to be no less than six hundred  
14 thousand (\$600,000.00) dollars, and no more than one million two hundred fifty thousand  
15 (1,250,000.00) dollars, and is (b) adopted as the order of this Court, including the dismissal of  
16 these actions, with prejudice, following the implementation of the actions required by the  
17 revised Settlement Agreement and the final determination of attorney's fees.  
18

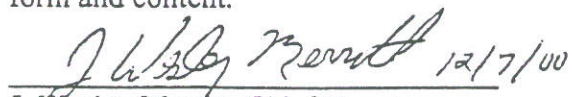
19 LET JUDGMENT BE ENTERED ACCORDINGLY.  
20

21 Dated: DEC 15 2000

STUART R. POLLAK

Honorable Stuart R. Pollak  
Judge of the Superior Court  
City and County of San Francisco

22 Approved as to  
23 form and content.

24  12/17/00  
25 J. Wesley Merritt, Chief Deputy  
26 County Counsel, County of Fresno  
27  
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PROOF OF SERVICE

I, DEBRA C. LUCAS, declare:

I am a resident of the State of California and over the age of eighteen years, and not a party to the within action; my business address is Fresno County Counsel, 2220 Tulare Street, Fifth Floor, Fresno, California, 93721. On December 18, 2000 I served the within document(s): NOTICE OF ENTRY OF JUDGMENT

- ☒ by placing the document(s) listed above in a sealed envelope, and placing the same for mailing in the United States mail at Fresno, California, in accordance with my employer's ordinary practice for collection and processing of mail, and addressed as set forth below.
- ☐ by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- ☐ by placing the document(s) listed above in a sealed envelope, and placing the same for overnight delivery by California Overnight at Fresno, California.

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WAGNER & JONES  
1111 East Herndon, Suite 317  
Fresno, CA 93720

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on December 18, 2000, at Fresno, California.

  
DEBRA C. LUCAS