Case No. S247095 No Fee (Gov. Code § 6103)

IN THE SUPREME COURT OF THE STATE OF CALIFORNIA

ALAMEDA COUNTY DEPUTY SHERIFFS' ASSOCIATION, et al.,
Plaintiffs and Appellants,

v.

ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSN. AND BD. OF THE ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSN., et al.,
Defendants and Respondents,

STATE OF CALIFORNIA
Intervenor,

CENTRAL CONTRA COSTA SANITARY DISTRICT,
Real Party in Interest.

AFTER A DECISION BY THE COURT OF APPEAL FIRST APPELLATE DISTRICT, DIVISION FOUR, CASE NO. A141913, CONTRA COSTA COUNTY SUPERIOR CT. CASE NO. MSN12-1870 (COORDINATED WITH ALAMEDA SUPERIOR CT. CASE NO. RG12658890 AND MERCED SUPERIOR CT. CASE NO. CV003073)

CENTRAL CONTRA COSTA SANITARY DISTRICT'S SUPPLEMENTAL BRIEF (CRC RULE 8.520, SUBD. 9(D).)

CENTRAL CONTRA COSTA SANITARY DISTRICT
KENTON L. ALM (SBN 59017)
General Counsel
Central Contra Costa Sanitary District
5019 Imhoff Place
Martinez, CA 94553
Telephone: (925) 228-9500
Facsimile: (925) 372-0192

RENNE PUBLIC LAW GROUP®
*LINDA M. ROSS (SBN 133874)
RANDY RIDDLE (SBN 121788)
350 Sansome Street, Suite 300
San Francisco, California 94104
Telephone: (415) 848-7200
Facsimile: (415) 848-7230

Attorneys for Real Party in Interest
CENTRAL CONTRA COSTA SANITARY DISTRICT

TABLE OF CONTENTS

PAGE

TABLE OF AUTHORITIES

Page(s)

Cases

Statutes

Other Authorities

CENTRAL CONTRA COSTA SANITARY DISTRICT'S SUPPLEMENTAL BRIEF (CRC RULE 8.520, SUBD. 9(D).)

I. INTRODUCTION

The Central Contra Costa Sanitary District ("Sanitary District") submits this brief under California Rule of Court rule 8.520, subdivision (d). The Sanitary District is an employer participant in the Contra Costa County Employees' Retirement System (CCCERA), and a Petitioner and Respondent in this case.

On March 4, 2019, this Court issued its decision in *Cal Fire Local 2881 v. California Public Employees' Retirement System* (2019) 6 Cal.5th 965 ("*Cal Fire*"). This decision is new authority that was not available at the time the Sanitary District filed its Reply Brief On The Merits, or filed its Answer to Amicus Curiae Briefs.

The Court's decision in *Cal Fire* buttresses the arguments made by the Sanitary District in the instant case that Gov. Code section 31461(b), which eliminated various forms of pension "spiking," did not violate employees' vested rights.

In *Cal Fire*, this Court held that its decisions recognized "two exceptions to the general rule permitting legislative modification of statutory terms and conditions of public employment." (6 Cal.5th at 978-979.)

The first exception, based on this Court's decision in *Retired Employees of Orange County v. County of Orange* (2011) 52 Cal.4th 1171, is "when the statute or ordinance establishing the benefit and the circumstances of its enactment clearly evince a legislative intent to create contractual rights." (*Cal Fire* at 979.)

The second exception exists when a pension benefit is a form of "deferred compensation" because "the benefits constitute a portion of the compensation awarded by the government to its employees, paid not at the time the services are performed but at a later time." (*Cal Fire* at 985.)

Neither of these exceptions applies to create vested contractual to inclusion of the pay items at issue here in "compensation earnable." The legislature never "clearly" evinced an intent to create contractual rights to inclusion of these pay items nor do they constitute "deferred compensation." Accordingly, application of the *Cal Fire* decision to this case results in a rejection of Plaintiffs' contention that the state violated vested rights in enacting Government Code section 31461(b).

II. ARGUMENT

This case involves AB 197, enacted in 2012 as part of the Public Employees' Pension Reform Act of 2013 ("PEPRA"). AB 197 amended the general definition of "compensation earnable" in Government Code section 31461(a) by adding subdivision 31461(b). Before the enactment of subdivision (b) the three retirement boards involved in this case had included, under various formulations, the following types of compensation, or pay items, as part of "compensation earnable": Vacation Cash-outs, Terminal Pay, and On Call Pay. Under subdivision (b), the state legislature added provisions that prohibited the "spiking" of pensions with this type of compensation and also prohibited payments made to "enhance" a pension. The legislature made this change prospective only, affecting only those who retired after the amendment took effect on January 1, 2013.[1] Plaintiffs claim that subdivision (b) violates their vested pension rights.

---

[1] The trial court stayed Government Code section 31461(b) while it was litigated in that court. Subsequently, on May 12, 2014, the trial court upheld most of the measure but delayed the lifting of the stay until July 12, 2014, which became the actual effective date for the measure. The Court of Appeal

Cal Fire settles numerous legal issues argued in this case, confirming that employees never had a vested right to inclusion of the pay items at issue in "compensation earnable."

A. The Definition Of "Compensation Earnable" Never Clearly Included The Pay Items At Issue Here, And Thus The Legislature Had The Authority, In Government Code Section 31461(b), To Clarify That Definition.

Cal Fire confirms that, in determining whether a vested right exists to the inclusion of the pay items at issue here in "compensation earnable," the Court must apply the "clear" and "unmistakeable" standard articulated in *Retired Employees.* (See Sanitary District 5/4/18 Opening Br. at 28-29, 8/22/18 Reply Br. at 10-13, arguing that *Retired Employees* standard applies in this case.) Here, Plaintiffs argued that this standard only applies in the case of "implied" benefits, such as the right to health benefits at issue in *Retired Employees*, and does not apply in the case of statutorily-created pension-related benefits. In *Cal Fire*, this Court rejected similar arguments and confirmed that the *Retired Employees* standard applies to all claims for vested rights. As stated above, the Court "conclude[d] generally" that legislation creates "contractual rights" when "statutory language or circumstances accompanying its passage 'clearly'" demonstrate "a legislative intent to create private rights of a contractual nature enforceable against [the governmental body]" (*Cal Fire* at 980, quoting *Retired Employees* at 1187.)

Cal Fire also confirms that the retirement board polices at issue here do not create vested rights. Under *Cal Fire*, even statutes that announce a policy rather than create a contract, "'are inherently subject to revision and repeal.'" (*Cal. Fire* at 982, quoting *Retired Employees* at 1185.) Here, the statutory definition of "compensation earnable," which was very general

---

refused to continue the stay.

until the enactment of subdivision (b), never specifically included the benefits at issue here: Vacation Cash-outs, Terminal Pay, On-call Pay, or pension "enhancements."[2] Rather, it was retirement board policies that included these items as part of "compensation earnable." But retirement boards, through the enactment of policies, do not have the authority to create vested rights. (Sanitary District Opening Br. at 29-30; Reply at 26-29, citing among other cases *City of San Diego v. San Diego City Employees' Retirement System* (2010) 186 Cal.App.4th 69, 80 ["It is not within [a retirement board's] authority to expand pension benefits beyond those afforded by the authorizing legislation."].) *Cal Fire* ends any argument by Plaintiffs that the retirement board policies created vested rights.

Finally, *Cal Fire* confirms that the state legislature's enactment of a general definition of "compensation earnable" in Government Code section 31461 cannot be read to create vested rights in the specific pay items at issue here, again Vacation Cash-outs, Terminal Pay, On-call Pay, and pension "enhancements." Here, as in *Cal Fire*, "plaintiffs' interpretation

---

[2] In enacting Government Code section 31641(a), the legislature retained the original definition of "compensation earnable" from Government Code 31461 which was:

> [T]he average compensation as determined by the board, for the period under consideration upon the basis of the average number of days ordinarily worked by persons in the same grade or class of positions during the period, and at the same rate of pay. The computation for any absence shall be based on the compensation of the position held by the member at the beginning of the absence. Compensation, as defined in section 31460, that has been deferred shall be deemed "compensation earnable" when earned, rather than when paid.

does not 'clearly evince a legislative intent to create private rights of a contractual nature,' which is required before such rights will be found." (*Cal Fire* at 982.) (See Sanitary District Opening Br. at 32-44, Reply Br. at 10-13.) Moreover, even if Plaintiffs had a plausible argument that these items were includable in "compensation earnable" (which they do not), the statute does not contain a legislative promise that precludes clarification of the definition to prevent the spiking abuses that had arisen over time. (Sanitary District Opening Br. at 30-31.) As the Court explained in *Cal Fire*: "To convert 'this straightforward reading of this statutory phrase [into a] promise by the legislature *not to modify or eliminate* the option to purchase service credit' would fly in the face of 'the legal presumption *against* the creation of a vested contractual right.'" (*Id.* at 983, quotations omitted.) The same is true here.

The above arguments dispose of this case because the definition of "compensation earnable" never clearly included the pay items at issue here, and thus the legislature had the authority, in Government Code section 31461(b), to clarify that definition. This Court need go no further. But, the pay items at issue here also do not fall within the other exception identified by this Court, for "deferred compensation."

B. The Pay Items At Issue Here Are Not Deferred Compensation Because They Are Not Pension Rights Earned Incrementally Over An Employee's Career.

As explained by this Court, "Pension benefits, the classic example of deferred compensation, flow directly from a public employee's service, and their magnitude is roughly proportional to the time of that service. Just as each month of public service earns an employee a month's cash compensation, it also earns him or her a slightly greater benefit upon retirement." (*Cal. Fire* at 986.) In contrast, the pay items at issue are not

only absent from the pension statutes, they are not earned incrementally by employees over a lifetime of public service.

Rather, these pay items reflect the compensation offered by the employer at a particular point in time and are subject to change. As stated in *Cal Fire*, it is "well settled that public employees have no vested right to any particular measure of compensation or benefits." (*Cal Fire* at 977.) For example, some employers may offer Vacation Cash-outs, Terminal Pay or On call Pay, as part of employee compensation, others may not. Moreover, employees' access to these pay items may change over time based on Memoranda of Understanding (MOU's) and other compensation schedules and agreements. (*Cal Fire* at 978, quoting *Vallejo Police Officers Ass'n v. City of Vallejo* (2017) 15 Cal.App.5th 601 ["Like other contracts, MOU's ordinarily cover distinct periods of time, and the obligations associated with them ordinarily terminate with the agreement."].) Finally, some employees may save up or otherwise accrue limited amounts of vacation pay, sick pay or other types of pay, which they cash out upon retirement, and others may not. (See *Cal Fire* at 986-987 [purchase of ALS credit was "at the option of each individual employee"].) Accordingly, the pay items at issue here are not earned, month by month, over the years, as "deferred compensation," to be paid after retirement, but reflect only compensation offered by the employer at one point in time.

Moreover, under *Cal Fire*, it is irrelevant that the retirement boards included the pay items here as part of "compensation earnable," a "pension" statute, or that inclusion of these pay items affected the size of an employee's pension benefit. In *Cal Fire*, this Court rejected arguments that the opportunity to purchase ARS credit was protected "by the contract clause because it was a 'pension right,'" or "constituted a vested right because, if an employee exercised that opportunity, 'it increased the pension benefit.'" (*Cal. Fire* at 990.) Rather, this Court stated: "We have

never held, however, that a particular term or condition of public employment is constitutionally protected solely because it affects in some manner the amount of a pensioner's benefit." (*Cal Fire* at 990.)

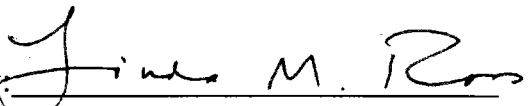
III. CONCLUSION

These points are dispositive of Plaintiffs' claims that the legislature violated their vested rights. The definition of "compensation earnable" in Government Code 31461 never included a "clear" and "unequivocal" statement that included the benefits at issue here. Nor can it be read to preclude the legislature from clarifying its application, as the legislature did in enacting Government Code 31461(b). The pay items at issue here are not "deferred compensation" earned incrementally month by month over an employee's entire years of service. The fact that "compensation earnable" is part of the pension statutes, or its interpretation may lead to greater benefits, is irrelevant here.

Respectfully submitted,

Dated: May 28, 2019

RENNE PUBLIC LAW GROUP

By: 

LINDA M. ROSS (SBN 133874)
RENNE PUBLIC LAW GROUP®
350 Sansome Street, Suite 300
San Francisco, California 94104
Telephone: (415) 848-7200

Attorneys for Real Party in Interest
CENTRAL CONTRA COSTA SANITARY DISTRICT

CERTIFICATION OF WORD COUNT

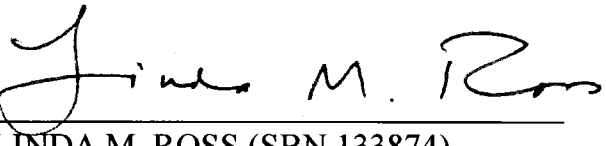
(California Rules of Court, Rule 8.204(c)(1))

The foregoing brief contains 1887 words (including footnotes, but excluding the table of contents, table of authorities, certificate of service, and this certificate of word count), as counted by the Microsoft Word processing program used to generate the brief.

Respectfully submitted,

Dated: May 28, 2019

RENNE PUBLIC LAW GROUP

By: 

LINDA M. ROSS (SBN 133874)
RENNE PUBLIC LAW GROUP®
350 Sansome Street, Suite 300
San Francisco, California 94104
Telephone: (415) 848-7200

Attorneys for Real Party in Interest
CENTRAL CONTRA COSTA SANITARY DISTRICT

PROOF OF SERVICE

Case Name: *Alameda Co. DSA, et al. v. ACERA, et al. - Case No. S247095*
Court of Appeal Case No.: A141913
Lower Court Case No.: MSN12-1870

I am not a party to the within action, am over 18 years of age. My business address is 350 Sansome Street, Suite 300, San Francisco, California 94104.

On May 28, 2019, I served the following document(s):

CENTRAL CONTRA COSTA SANITARY DISTRICT'S SUPPLEMENTAL BRIEF (CRC RULE 8.520, SUBD. 9(D).)

✓	By electronic service via TRUEFILING to all registered participants on the attached service list

And

✓	One Unbound copy hand delivered to the Supreme Court of the State of California, Room 1295, 350 McAllister Street, San Francisco, CA 94102

✓	By United States Mail, enclosed in a postpaid properly addressed wrapper in a Post Office Mail Depository, under the exclusive custody and care of the United States Postal Service, within the State of California to the below courts:

Clerk of the Superior Court Contra Costa County Superior Court 725 Court Street, Room 103 Martinez, CA 94553	Clerk of the Superior Court Merced County Superior Court 2260 N Street Merced, CA 95340-3744
Clerk of the Superior Court Alameda County Superior Court Rene C. Davidson Courthouse 1225 Fallon Street Oakland, CA 94612	

I declare, under penalty of perjury that the foregoing is true and correct. Executed on May 28, 2019, in San Francisco, California.

Ron Myers

Ron Myers

SERVICE LIST	
Party	**Attorney**
Alameda County Deputy Sheriff's Association, Jon Rudolph, James D. Nelson, Darlene Hornsby, Robert Brock, Rocky Medeiros: Plaintiffs and Appellants	David E. Mastagni Isaac Sean Stevens Mastagni Holstedt, APC 1912 I Street Sacramento, CA 95811 davidm@mastagni.com istevens@mastagni.com
Alameda County Employees' Retirement Assn. and Bd. of the Alameda County Employees Retirement Assn.: Defendant and Respondent	Harvey Lewis Leiderman Reed Smith 101 Second Street - Suite 1800 San Francisco, CA 94105-3659 hleiderman@reedsmith.com Robert Lee Gaumer Alameda City Employees' Retirement Association 475 14th Street, Suite 1000 Oakland, CA 94612-1916 rgaumer@acera.org
Service Employees International Union, Local 1021, Amy Dooha, Building Trades Council of Alameda County, Mike Harteau: Interveners and Appellants	Anne I. Yen Weinberg, Roger & Rosenfeld 1001 Marina Village Parkway - Suite 200 Alameda, CA 94501-1091 ayen@unioncounsel.net
Alameda County Management Employees' Association, Kurt Von Savoye, International Federation of Professional and Technical Engineers, Local 21: Interveners and Appellants	Peter Warren Saltzman Leonard Carder LLP 1330 Broadway - Suite 1450 Oakland, CA 94612 psaltzman@leonardcarder.com
Teamsters Local 856, Hasani Tabari, Daniel Lister: Interveners and Appellants	Katwyn T. DeLaRosa Bennett & Sharpe, Inc. 2444 Main Street, Suite 110 Fresno, CA 93721 ktdelarosa@bennettsharpe.com Robert Bonsall Beeson Tayer Silbert & Bodine 250 Capitol Mall, Suite 300 Sacramento, CA 95814 rbonsall@beesontayer.com

SERVICE LIST	
Party	**Attorney**
Contra Costa County Deputy Sheriff's Association, Ken Westermann, Sean Fawell: Plaintiff and Appellant	Rockne Anthony Lucia Timothy Keith Talbot Rains Lucia Stern St. Phalle & Silver PC 2300 Contra Costa Blvd., Suite 500 Pleasant Hill, CA 94523 rlucia@rlslawyers.com ttalbot@rlslawyers.com
United Professional Fire Fighters of Contra Costa County, Local 1230: Plaintiff and Appellant	W. David Holsberry McCracken, Stemerman & Holsberry 595 Market Street, Suite 800 San Francisco, CA 94105 wdh@dcbsf.com
Physicians' and Dentists' Organization of Contra Costa: Intervener and Appellant	William Ira Corman Bogatin Corman & Gold 1330 Broadway, Suite 800 Oakland, CA 94612 wcorman@bcgattorneys.com
Contra Costa County Employees' Retirement Association, Board of Retirement of the Contra Costa County Employees' Retirement Association: Defendants and Respondents	Harvey Lewis Leiderman Reed Smith 101 Second Street - Suite 1800 San Francisco, CA 94105-3659 hleiderman@reedsmith.com
International Association of Fire Fighters Local 3546, Michael Mohun, David Atkins, Contra Costa County Deputy District Attorneys Association, Paul Graves, Gary Koppel: Interveners and Appellants	Christopher E. Platten Wylie, McBride, Platten & Renner 2125 Canoas Garden Avenue - Suite 120 San Jose, CA 95125 cplatten@wmprlaw.com
Probation Peace Officers Association of Contra Costa County: Intervener and Appellant	Paul Quentin Goyette Goyette & Associates 2366 Gold Meadow Way - Suite 200 Gold River, CA 95670 goyettep@goyette-assoc.com Rockne Anthony Lucia Rains, Lucia & Wilkinson 2300 Contra Costa Blvd., Suite 230 Pleasant Hill, CA 94523 rlucia@rlslawyers.com

SERVICE LIST	
Party	**Attorney**
Service Employees International Union, Local 1021, Peter Barta: Interveners and Appellants	Vincent A. Harrington, Jr. Weinberg Roger & Rosenfeld 1001 Marina Village Parkway - Suite 200 Alameda, CA 94501-1091 vharrington@unioncounsel.net
Public Employees Union, Local No. 1, International Federation of Professional and Technical Engineers, Local 21, David M. Rolley, Peter J. Ellis, Susan Guest: Interveners and Appellants	Arthur Wei-Wei Liou Leonard Carder 1330 Broadway - Suite 1450 Oakland, CA 94612 aliou@leonardcarder.com
Locals 512 and 2700 of the American Federation of State, County and Municipal Employees AFL-CIO : Intervener and Appellant	Andrew Harold Baker Beeson Tayer & Bodine 483 Ninth Street, 2nd Floor Oakland, CA 94607 abaker@beesontayer.com Robert Bonsall Beeson Tayer Silbert & Bodine 250 Capitol Mall, Suite 300 Sacramento, CA 95814 rbonsall@beesontayer.com
United Chief Officers Association: Intervener and Appellant	Robert James Bezemek 1611 Telegraph Avenue - Suite 936 Oakland, CA 94612 rjbezemek@bezemeklaw.com
Alameda County Medical Center: Interested Entity/Party	Wright Lassiter, III, CEO Alameda County Medical Center, 1411 East 31st St. Oakland, CA 94602 wlassiter@acmedctr.com In Pro Per
First 5, Alameda County Children & Families Commission: Intervener and Appellant	Mark Friedman, CEO First 5 1115 Atlantic Avenue Alameda, CA 94501 mark.friedman@first5ecc.org In Pro Per

SERVICE LIST	
Party	**Attorney**
Housing Authority of County of Alameda: Intervener and Appellant	Brian Edward Washington Office of County Counsel 1221 Oak Street - Suite 450 Oakland, CA 94612-4296 brian.washington@acgov.org
Livermore Area Recreation and Park District: Intervener and Appellant	Rod A. Attebery Neumiller & Beardslee 509 West Weber Avenue, 5th Floor P. O. Box 20 Stockton, CA 95201-3020 rattebery@neumiller.com
Alameda County Office of Education: Intervener and Appellant	Sheila Jordan, Superintendent of Schools 313 W. Winton Avenue Hayward, CA 94544 sjordan@acoe.org In Pro Per
Superior Court of California: Intervener and Appellant	Patricia Sweeten, Court Executive Officer 1225 Fallon Street, Room 209 Oakland, CA 94612 psweeten@alameda.courts.ca.gov In Pro Per
County of Alameda: Intervener and Appellant	Andrea Lynne Weddle Office of the County Counsel Alameda County 1221 Oak Street, Suite 450 Oakland, CA 94612 andrea.weddle@acgov.org

SERVICE LIST	
Party	**Attorney**
State of California, Dominic Ciotola: Interveners, Appellants and Respondents	Anthony Paul O'Brien Office of the Attorney General 1300 "I" Street - Suite 125 Sacramento, CA 95814 anthony.obrien@doj.ca.gov Rei R. Onishi Office of Governor Edmund G. Brown Jr. State Capitol, Suite 1173 Sacramento, CA 95814 rei.onishi@doj.ca.gov
Rodeo-Hercules Fire Protection District: Intervener and Appellant	Richard Delmendo PioRoda Meyers, Nave, Riback, Silver & Wilson 555 12th Street, Suite 1500 Oakland, CA 94607 rpioroda@meyersnave.com
Bethel Island Municipal Improvement District: Intervener and Appellant	David Jeffry Larsen Law Office of David J. Larsen 5179 Lone Tree Way Antioch, CA 94531 dlarsen@dlarsenlaw.com
Contra Costa County, Contra Costa County Fire Protection District, Housing Authority of the County of Contra Costa, In-Home Supportive Services Public Authority, Contra Costa Local Agency Formation Commission, Children and Families First Commission: Intervener and Appellant	Thomas Lawrence Geiger Contra Costa County Counsel 651 Pine Street, 9th Floor Martinez, CA 94553-1229 thomas.geiger@cc.cccounty.us
Central Contra Costa Sanitary District: Real Party in Interest and Respondent	Kenton Alm Meyers, Nave, Riback, Silver & Wilson 555 12th Street, Suite 1500 Oakland, CA 94607 kalm@meyersnave.com Linda M. Ross Renne Sloan Holtzman Sakai LLP 350 Sansome Street, Suite 300 San Francisco, CA 94104 lross@publiclawgroup.com

SERVICE LIST	
Party	**Attorney**
Superior Court of California County of Contra Costa: Intervener and Appellant	Lyle R. Nishimi Judicial Council of California 455 Golden Gate Avenue San Francisco, CA 94102 lyle.nishimi@jud.ca.gov
East Contra Costa County Fire Protection District: Intervener and Appellant	Diane Marie Hanson Hanson Bridgett LLP 425 Market Street, 26th Floor San Francisco, CA 94105 domalley@hansonbridgett.com
Byron, Brentwood, Knightsen Union Cemetery District: Intervener and Appellant	Barbara Fee P.O. Box 551 Brentwood, CA 94513 ucemetery@yahoo.com In Pro Per
Rodeo Sanitary District: Intervener and Appellant	Carl P. Nelson Bold, Polisner, Maddow, Nelson & Judson, PC 500 Ygnacio Valley Road, Suite 325 Walnut Creek, CA 94596-3840 cpanelson@bpmnj.com
San Ramon Valley Fire Protection District: Intervener and Appellant	Robert Leete 1500 Bollinger Canyon Road San Ramon, CA 94583 William Dale Ross 400 Lambert Ave. Palo Alto, CA 94306-2219 wross@lawross.com
Contra Costa Mosquito & Vector Control District: Intervener and Appellant	Craig Downs 155 Mason Circle Concord, CA 94520 Martin Thomas Snyder Snyder, Cornelius & Hunter 399 Taylor Blvd., Suite 102 Pleasant Hill, CA 94523 mtsnyder@schlawfirm.net

SERVICE LIST	
Party	**Attorney**
Moraga/Orinda Fire Protection District: Intervener and Appellant	Sue Casey 33 Orinda Way Orinda, CA 94563 scasey@mofd.org In Pro Per
American Federation of State, County and Municipal Employees Local 2703, AFL-CIO, Jeffrey Miller, Sandra Gonzalez-Diaz, Merced County Sheriff's Assoc., an Affiliate of International Brotherhood of Teamsters, Local 856: Plaintiffs, Appellants and Respondents	Barry Jay Bennett Katwyn T. DeLaRosa Bennett, Sharpe, Delarosa, Bennett & Licalsi 2444 Main Street, Suite 150 Fresno, CA 93721 ktdelarosa@bennettsharpe.com
Merced County Employees' Retirement Association, Board of Retirement of the Merced County Employees' Retirement Association: Defendant and Respondent	Ashley K. Dunning Nossaman LLP 50 California Street 34th Floor San Francisco, CA 94111 adunning@nossaman.com