

## GOVERNMENT CLAIMS

Claims of: Geraldine Chisom, Donna Gilliam, Linda Jenvey, Sheri Leibold, Michael R. Reed, Charlotte Zylka Singer, and the class of persons who are similarly situated,

vs.

### **CLAIMS AGAINST GOVERNMENTAL ENTITIES FOR NON- SERVICE CONNECTED DISABILITY RETIREMENT BENEFITS**

Board of Retirement of County of Fresno  
Employee's Retirement Association;  
Fresno County Employees' Retirement Association;  
County of Fresno; Clovis Veterans Memorial District;  
Fresno-Madera Agency on Aging; Fresno Mosquito  
Abatement District; and Superior Courts of the  
County of Fresno

**To the Board of Retirement of County of Fresno Employee's Retirement Association; Fresno County Employees' Retirement Association; County of Fresno Board of Supervisors; Board of Directors of Clovis Veterans Memorial District; Board of Directors of the Fresno-Madera Agency on Aging; Board of Directors of Fresno Mosquito Abatement District; and the Executive Director of the Superior Courts of the County of Fresno:**

**You are hereby notified** that the following persons assert claims against you for non-service connected disability retirement benefits which are more fully described below:

Geraldine Chisom, 3065 N. Marty, #102, Fresno, CA 93722;  
Donna Gilliam, 6683 N. Laureen, Fresno, CA 93710;  
Linda Jenvey, 2555 W. Bluff, Unit 124, Fresno, CA 93711;  
Sheri Leibold, 740 Whittier, Clovis, CA 93611;  
Michael R. Reed, 4498 W. Artemisa, Fresno, CA 93722;  
Charlotte Zylka Singer, 1404 W. Alluvial, Fresno, CA 93711; and  
The class of persons who are similarly situated and whose names are stated on the attached addendum to this Claim.

**Basis of Claims:** These claims are based on the action taken by the Board of Retirement of the Fresno County Employee's Retirement Board on or about April 15, 2009 which

reduced the monthly non-service connected disability retirement benefits of the claimants effective June 30, 2009 as follows:

|                        |                               |
|------------------------|-------------------------------|
| Geraldine Chisom       | from \$908.42 to \$747.46     |
| Donna Gilliam          | from \$1508.54 to \$1,432.48  |
| Linda Jenvey           | from \$1,925 to \$1,657       |
| Sheri Leibold          | from \$1,354.53 to \$1,271.01 |
| Michael R. Reed        | from \$1,031.69 to \$938.83   |
| Charlotte Zylka Singer | from \$2,444.43 to \$2,190.89 |
| Class of others        | to be determined              |

**Circumstance Giving Rise to Claims:** The circumstance that has given rise to these claims is as follows:

A case was filed against Fresno County which was later consolidated with a case known as *Ventura II* and the combined actions were certified as a class action. There were two settlement agreements reached relating to prospective retirees whose benefits are administered by the Board of Retirement of the Fresno County Employees' Retirement Association. The first agreement included an enhancement to non-service connected disability retirements and the agreement provided it would be included in proposed statutory amendments. However, these enhancements were not made part of the proposed statutory amendments. The proposed statutory amendments relating to other retirement benefits was submitted to the Governor who vetoed the bill.

The parties to the litigation then negotiated a second agreement. A written opinion from Fresno County Counsel dated October 19, 2001, states that it was the obvious intent of the parties to that second agreement to include enhanced disability retirement benefits equal to those proposed by the initial agreement. Accordingly, the Auditor-Controller/Treasurer-Tax Collector, together with the Board of Retirement of the Fresno County Employee's Association and the plan sponsors, implemented the agreement and provided the enhanced benefits to recipients of non-service connected disability retirement which were paid thereafter.

The opinion of County Counsel and the decisions of the public entities named herein were not disclosed or made known to those members or their spouses who were making decisions as to whether to apply for a non-service connected disability retirement. The benefit information provided to those prospective recipients was based on the

assumption that the provisions of the "second agreement" would be applied to the non-service connected disability retirement benefits. The prospective recipients were not informed of any possibility that there would be a reduction in their benefits in the future based on a "reinterpretation" of the "second agreement." These recipients detrimentally relied upon the information provided to them in choosing to apply for and receive a non-service connected disability retirement.

Based on a reinterpretation of the "second agreement," counsel to the Board of Retirement advised that the enhancement of non-service connected disability retirements should cease. Claimants voiced their objections to the proposed termination of the enhanced benefits. Nevertheless, the Board decided to terminate the enhanced benefits and reduce the monthly benefits effective June 30, 2009.

Claimants affirmatively assert that the intent of the parties to the "second agreement" was to include non-service connected disability retirements in the enhanced retirement benefits. However, if it is determined that the "second agreement" did not include these recipients, then this claim asserts that the claims of these recipients, and all others who have been similarly situated, or will be similarly situated, have not been settled. Accordingly, these claimants make claims against each of the afore stated governmental entities who are plan sponsors according to the holdings in *Ventura County Deputy Sheriffs Association v County of Ventura* (1997) 16 Cal.4th 483 and subsequent holdings which entitle these claimants to the enhanced non-service connected disability retirement benefits being denied by the actions of these respondents.

**Amount of Claims:** The amounts of these claims are ongoing from June 30, 2009 based on the difference between what each claimant should be receiving pursuant to the "second agreement" or, alternatively, the amount of the claim will be based on the amount claimants would be entitled to receive if *Ventura* were applied, less the amounts they have actually been receiving since June 30, 2009.

Claimants will also assert claims for pre-judgement interest on the amounts withheld, attorney fees, and costs.


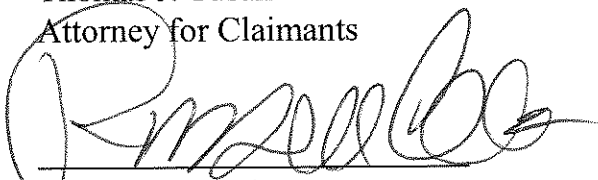
The amount will be more than \$10,000, and will be more than the amount of a limited civil case.

**Notices:** All notices or other communications with regard to this claim should be sent to claimants' attorneys:

Thomas J. Tusan, Esq.  
Russell D. Cook, Esq.  
1233 W. Shaw Ave., Suite 100  
Fresno, CA 93711

(559) 225-2510

Dated: December 11, 2009

  
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CLAIMS OF: GERALDINE CHISOM, et al,  
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Claimants,  
)  
v.  
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)  
BOARD OF RETIREMENT OF COUNTY OF  
)  
FRESNO EMPLOYEES' RETIREMENT  
)  
ASSOCIATION, et al.  
)  
)  
Respondents.

The additional members of the class who are similarly situated are:

Robert Allen  
Susie Lindquist Corneal  
Mona Davis  
Patti J. Gmbarti  
Eugene Goodenough  
Raymond Hatcher  
David Henson  
Diana Hull  
Margaret M. Johnson  
Cynthia Kielmeier  
Gina L. Klee  
Naomi Loadhoit  
Charles E. Nalett  
Leticia Ramirez-Vargas  
Irene Elaine Sapp  
Kenneth L. Sipe  
Cancelee Williams  
Elaine Williams