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 Case: 1-14-CV-268085

6 Attorneys for Plaintiffs/Petitioners San Jose Retired  
 7 Employees Association, David Armstrong, Donna Jewett,  
 8 Dorothy McGinley, and Kirk W. Pennington

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 10 FOR THE COUNTY OF SANTA CLARA

12 SAN JOSE RETIRED EMPLOYEES )  
 13 ASSOCIATION, DAVID ARMSTRONG, )  
 14 DONNA JEWETT, DOROTHY )  
 MCGINLEY and KIRK W. PENNINGTON, )

Case No. 114CV268085

15 Plaintiffs/Petitioners, )

VERIFIED COMPLAINT FOR:

16 vs. )  
 17 CITY OF SAN JOSE; DOES 1 through 50, )  
 18 inclusive, )

- 1. IMPAIRMENT OF VESTED AND CONTRACTUAL RIGHTS (California Constitution Article I, Section 9);
- 2. IMPAIRMENT OF VESTED AND CONTRACTUAL RIGHTS (California Constitution Article I, Section 9);
- 3. BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING;
- 4. BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING;
- 5. PROMISSOR ESTOPPEL;
- 6. PROMISSORY ESTOPPEL;
- 7. DECLARATORY RELIEF; and
- 8. PETITION FOR WRIT OF MANDATE

19 Defendants/Respondents. )

20 BOARD OF ADMINISTRATION FOR )  
 21 THE FEDERATED CITY EMPLOYEES )  
 22 RETIREMENT SYSTEM, )

23 Real Party in Interest. )  
 24 )

25 ) (Code of Civil Procedure Section 1085)  
 26 )

[Unlimited Jurisdiction]

**BY FAX**



1           5.     At all times relevant herein, Defendants/Respondents designated Does 1  
2 - 50 were the agents, servants, and employees of the City and in doing the things hereinafter  
3 alleged were acting within the scope of their authority with the permission and consent of the  
4 City. Plaintiffs will amend this Complaint to allege the true names and capacities of Does 1 -  
5 50, inclusive, when ascertained.

6           6.     Article XV, Section 1500 of the City Charter requires the City Council to  
7 establish and maintain a retirement plan for all officers and employees of the City. A true and  
8 correct copy of Article XV, Section 1500 of the City Charter is attached hereto as Exhibit A  
9 and incorporated herein by reference as though set forth in full.

10           7.     While City Charter Section 1500 gives the City Council the ability to "at  
11 any time, or from time to time, amend or otherwise change any retirement plan or plans or  
12 adopt or establish a new or different plan or plans for all or any officers or employees", such  
13 ability is limited to officers or employees and thus excludes retired persons and their  
14 beneficiaries such as Affected Retirees and Affected Beneficiaries. Therefore, any new or  
15 different plans for the Affected Retirees or the Affected Beneficiaries that provide reduced or  
16 less advantageous benefits than those which were established during the Affected Retirees'  
17 employment may not be adopted or established.

18           8.     Pursuant to its authority under the California Constitution and the  
19 requirements of Article XV, Section 1500 of the City Charter, the City Council established the  
20 Plan as a defined benefit plan. The provisions of the Plan are set out in Chapters 3.16, 3.20,  
21 3.24 and 3.28 of the San Jose Municipal Code ("SJMC"). A true and correct copy of the Plan  
22 is attached as Exhibit B and incorporated herein by reference as though set forth in full.  
23 Membership in the Plan is mandatory for persons employed by the City in the positions held by  
24 Affected Retirees and was mandatory for all Affected Retirees during their employment with  
25 the City. The Plan pays a monthly retirement allowance to the Affected Retirees and pays a  
26 monthly survivorship allowance to the Affected Beneficiaries.

27           9.     Pursuant to SJMC Chapter 3.24, Part 23 and Chapter 3.28, Part 16,  
28 which became effective on or about September 18, 1984, Affected Retirees who were

1 employed on or after that date, their Affected Beneficiaries, and those persons who became  
2 Affected Beneficiaries on or after that date who met the requirements set forth therein became  
3 eligible to participate in a medical insurance plan sponsored by the City (the "City's Retiree  
4 Medical Plan") with respect to which the Plan pays all or a prescribed portion of the premium  
5 upon and following their retirement or, in the case of a survivor, following the death of the  
6 member.

7           10. Medical benefits payable under the Plan are funded by prior  
8 contributions from Affected Retirees, contributions from the active Plan members, and  
9 contributions from the City at rates determined by the Board based on, *inter alia*, investment  
10 earnings of the Plan's funds. During their employment with the City on or after the enactment  
11 of the City's Retiree Medical Plan, Affected Retirees made contributions for medical benefits  
12 as required by the Plan and as set by the Board. Similarly, the members of the Plan whose  
13 survivors became Affected Beneficiaries on or after such enactments also made contributions  
14 for medical and dental benefits as required by the Plan and as set by the Board.

15           11. Pursuant to SJMC Chapter 3.24, Part 23 and Chapter 3.28, Part 16, the  
16 portion of the premium to be paid by the Plan shall be "the portion that represents an amount  
17 equivalent to the lowest of the premiums for single or family medical insurance coverage, for  
18 which the member or survivor is eligible and in which the member or survivor enrolls under the  
19 provisions of this part, which is available to an employee of the city at such time as said  
20 premium is due and owing."

21           12. Those Affected Retirees who were employed on or after the enactment  
22 of the City's Retiree Medical Plan, their Affected Beneficiaries and those persons who became  
23 Affected Beneficiaries on or after such enactment who met the minimum requirements set forth  
24 in the Plan earned a vested and contractual right to participate in the City's Retiree Medical  
25 Plan following the Affected Retirees' retirement or, in the case of a survivor, following the  
26 death of the member. These rights became vested when the Affected Retirees commenced  
27 performing services as employees of the City or when the Affected Retirees first performed  
28 services for the City after a benefit or improved benefit was enacted during their employment.

1 Further, the Affected Retirees continued to rely on the existence of those vested rights in  
2 continuing their employment with the City and when making retirement planning decisions.

3 13. From at least on or around December 31, 2012, through and including  
4 the present time, the City, through its officers and employees, specifically including but not  
5 limited to its Board, reduced the amount of payments to Affected Retirees and Affected  
6 Beneficiaries under the City's Retiree Medical Plan by fundamentally altering the nature and  
7 quality of the eligible plans available to current employees and the attendant premiums.

8 14. In particular, the City included a new deductible medical plan option and  
9 continued to include a co-pay option that had not been included in the City's offered medical  
10 plans in existence when the Affected Retirees rendered services for the City and the benefit  
11 became vested.

12 15. The City unilaterally interpreted the plan with these options as the "low  
13 cost plan" available to City's employees, with the attendant greatly reduced premiums serving  
14 as the new amount paid to Affected Retirees and Affected Beneficiaries under the City's  
15 Retiree Medical Plan.

16 16. The resulting reduced payment amounts to Affected Retirees and  
17 Affected Beneficiaries under the City's Retiree Medical Plan produced significant monthly  
18 premium increases Affected Retirees and Affected Beneficiaries were required to pay for  
19 essentially the same medical plans previously contractually made available to them.

20 17. Plaintiffs/Petitioners have done all the things necessary and required to  
21 be done and satisfied all conditions precedent to the maintenance of this action, including the  
22 filing of all applicable claims and notices under the rules, regulations and policies of the City.  
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1 **FIRST CAUSE OF ACTION**

2 (Violation of the Contract Clause of the California Constitution

3 (Article I, Section 9))

4 18. The allegations contained above in paragraphs 1 through 17 are  
5 incorporated herein by reference as though set forth in full.

6 19. Imposing the deductible medical plan option described in paragraph 14  
7 and unilaterally interpreting the plan with this option as the "low cost plan" violated Affected  
8 Retirees' and Affected Beneficiaries' vested and contractual rights, in violation of California  
9 Constitution, Article I, Section 9, to a payment equal to the premium level to an available "low  
10 cost plan" that is a no deductible medical plan that is provided to a substantial number of the  
11 City's employees.

12 20. Affected Retirees and Affected Beneficiaries have been damaged in the  
13 amount of the difference between the amount of the payments which have been provided since  
14 December 31, 2012 and the amount of the payments which are required pursuant to SJMC  
15 Chapter 3.24, Part 23 and Chapter 3.28, Part 16, which shall be determined at trial.

16 21. Furthermore, unless and until enjoined by this Court,  
17 Defendants/Respondents, and each of them, will continue imposing the deductible medical plan  
18 option described in paragraph 14 and unilaterally interpreting the plan with this option as the  
19 "low cost plan" to the detriment of the Affected Retirees and Affected Beneficiaries by  
20 abrogating and/or impairing their vested and contractual rights in violation of Article I, Section  
21 9 of the California Constitution.

22 22. No plain, adequate or complete remedy at law is available to  
23 Plaintiffs/Petitioners to prevent the abrogation and/or impairment of the vested and contractual  
24 rights of the Affected Retirees and Affected Beneficiaries.

25 23. In the absence of such injunctive relief issued pursuant to law, the  
26 Affected Retirees and Affected Beneficiaries will sustain great and irreparable harm.

27 24. The successful prosecution of this cause of action will entitle  
28 Plaintiffs/Petitioners to an award of attorneys' fees pursuant to Section 1021.5 of the Code of

1 Civil Procedure.

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**SECOND CAUSE OF ACTION**

4

(Violation of the Contract Clause of the California Constitution

5

(Article I, Section 9))

6

25. The allegations contained above in paragraphs 1 through 17 are incorporated herein by reference as though set forth in full.

8

26. Imposing the co-pay medical plan option described in paragraph 14 and unilaterally interpreting the plan with this option as the "low cost plan" violated Affected Retirees' and Affected Beneficiaries' vested and contractual rights, in violation of California Constitution, Article I, Section 9, to a payment equal to the premium level to an available "low cost plan" that is a no co-pay medical plan that is provided to a substantial number of the City's employees.

14

27. Affected Retirees and Affected Beneficiaries have been damaged in the amount of the difference between the amount of the payments which have been provided since December 31, 2012 and the amount of the payments which are required pursuant to SJMC Chapter 3.24, Part 23 and Chapter 3.28, Part 16, which shall be determined at trial.

18

28. Furthermore, unless and until enjoined by this Court, Defendants/Respondents, and each of them, will continue imposing the co-pay medical plan option described in paragraph 14 and unilaterally interpreting the plan with this option as the "low cost plan" to the detriment of the Affected Retirees and Affected Beneficiaries by abrogating and/or impairing their vested and contractual rights in violation of Article I, Section 9 of the California Constitution.

24

29. No plain, adequate or complete remedy at law is available to Plaintiffs/Petitioners to prevent the abrogation and/or impairment of the vested and contractual rights of the Affected Retirees and Affected Beneficiaries.

27

30. In the absence of such injunctive relief issued pursuant to law, the Affected Retirees and Affected Beneficiaries will sustain great and irreparable harm.

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1 and Affected Beneficiaries were required to pay for essentially the same medical plans  
2 previously offered to them.

3 36. On information and belief, leading up to the imposition of these medical  
4 plan design changes, in violation of their duty to act in good faith, the City, its elected officials  
5 and/or its authorized agents made statements that were untrue, intentionally or negligently  
6 misleading and omitted to provide material information to the Board, City employees and the  
7 general public about the fiscal necessity and viability of various pension reforms and medical  
8 plan design changes.

9 37. Affected Retirees and Affected Beneficiaries have been damaged in the  
10 amount of the difference between the amount of the payments which have been provided since  
11 December 31, 2012 and the amount of the payments which are required pursuant to SJMC  
12 Chapter 3.24, Part 23 and Chapter 3.28, Part 16, which shall be determined at trial.

13 38. Furthermore, unless and until enjoined by this Court,  
14 Defendants/Respondents, and each of them, will continue imposing the deductible medical plan  
15 option described in paragraph 14 and unilaterally interpreting the plan with this option as the  
16 "low cost plan" to the detriment of the Affected Retirees and Affected Beneficiaries by unfairly  
17 interfering with Affected Retirees' and Affected Beneficiaries' vested and contractual rights to  
18 participate in the City's Retiree Medical Plan.

19 39. No plain, adequate or complete remedy at law is available to  
20 Plaintiffs/Petitioners to prevent the abrogation and/or impairment of the vested and contractual  
21 rights of the Affected Retirees and Affected Beneficiaries.

22 40. In the absence of such injunctive relief issued pursuant to law, the  
23 Affected Retirees and Affected Beneficiaries will sustain great and irreparable harm.

24 41. The successful prosecution of this cause of action will entitle  
25 Plaintiffs/Petitioners to an award of attorneys' fees pursuant to Section 1021.5 of the Code of  
26 Civil Procedure.

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28



1 and/or its authorized agents made statements that were untrue, intentionally or negligently  
2 misleading and omitted to provide material information to the Board, City employees and the  
3 general public about the fiscal necessity and viability of various pension reforms and medical  
4 plan design changes.

5 47. Affected Retirees and Affected Beneficiaries have been damaged in the  
6 amount of the difference between the amount of the payments which have been provided since  
7 December 31, 2012 and the amount of the payments which are required pursuant to SJMC  
8 Chapter 3.24, Part 23 and Chapter 3.28, Part 16, which shall be determined at trial.

9 48. Furthermore, unless and until enjoined by this Court,  
10 Defendants/Respondents, and each of them, will continue imposing the co-pay medical plan  
11 option described in paragraph 14 and unilaterally interpreting the plan with this option as the  
12 "low cost plan" to the detriment of the Affected Retirees and Affected Beneficiaries by unfairly  
13 interfering with Affected Retirees' and Affected Beneficiaries' vested and contractual rights to  
14 participate in the City's Retiree Medical Plan.

15 49. No plain, adequate or complete remedy at law is available to  
16 Plaintiffs/Petitioners to prevent the abrogation and/or impairment of the vested and contractual  
17 rights of the Affected Retirees and Affected Beneficiaries.

18 50. In the absence of such injunctive relief issued pursuant to law, the  
19 Affected Retirees and Affected Beneficiaries will sustain great and irreparable harm.

20 51. The successful prosecution of this cause of action will entitle  
21 Plaintiffs/Petitioners to an award of attorneys' fees pursuant to Section 1021.5 of the Code of  
22 Civil Procedure.

23 **FIFTH CAUSE OF ACTION**

24 (Promissory Estoppel)

25 52. The allegations contained above in Paragraphs 1 through 17 are  
26 incorporated herein by reference as though set forth in full.

27 53. Prior to the City's imposition of the deductible medical plan option  
28 described in paragraph 14 and the City's unilateral interpretation of the plan with this option as

1 the "low cost plan", since the establishment of the City's Retiree Medical Plan, the City had  
2 offered exclusively medical plans without a deductible.

3 54. On information and belief, Affected Retirees and Affected Beneficiaries  
4 reasonably relied to their detriment on the City's practice of offering exclusively medical plans  
5 without a deductible by planning, *inter alia*, their personal investments and the timing of their  
6 retirement based on the belief that the "low cost plan" offered by the City would be a medical  
7 plan without a deductible.

8 55. It was reasonably foreseeable by the City that the Affected Retirees  
9 would rely on the City's practice of offering exclusively medical plans without a deductible.

10 56. Affected Retirees and Affected Beneficiaries have been damaged in the  
11 amount of the difference between the amount of the payments which have been provided since  
12 December 31, 2012 and the amount of the payments which are required pursuant to SJMC  
13 Chapter 3.24, Part 23 and Chapter 3.28, Part 16, which shall be determined at trial.

14 57. Furthermore, unless and until enjoined by this Court,  
15 Defendants/Respondents, and each of them, will continue imposing the deductible medical plan  
16 option described in paragraph 14 and unilaterally interpreting the plan with this option as the  
17 "low cost plan" to the detriment of the Affected Retirees and Affected Beneficiaries.

18 58. In the absence of such injunctive relief issued pursuant to law, the  
19 Affected Retirees and Affected Beneficiaries will sustain great and irreparable harm.

20 59. The successful prosecution of this cause of action will entitle  
21 Plaintiffs/Petitioners to an award of attorneys' fees pursuant to Section 1021.5 of the Code of  
22 Civil Procedure.

23 **SIXTH CAUSE OF ACTION**

24 (Promissory Estoppel)

25 60. The allegations contained above in Paragraphs 1 through 17 are  
26 incorporated herein by reference as though set forth in full.

27 61. Prior to the City's imposition of the co-pay medical plan option  
28 described in paragraph 14 and the City's unilateral interpretation of the plan with this option as

1 the "low cost plan"; since the establishment of the City's Retiree Medical Plan, the City had  
2 offered exclusively medical plans without a co-pay.

3 62. On information and belief, Affected Retirees and Affected Beneficiaries  
4 reasonably relied to their detriment on the City's practice of offering exclusively medical plans  
5 without a co-pay by planning, *inter alia*, their personal investments and the timing of their  
6 retirement based on the belief that the "low cost plan" offered by the City would be a medical  
7 plan without a co-pay.

8 63. It was reasonably foreseeable by the City that the Affected Retirees  
9 would rely on the City's practice of offering exclusively medical plans without a co-pay.

10 64. Affected Retirees and Affected Beneficiaries have been damaged in the  
11 amount of the difference between the amount of the payments which have been provided since  
12 December 31, 2012 and the amount of the payments which are required pursuant to SJMC  
13 Chapter 3.24, Part 23 and Chapter 3.28, Part 16, which shall be determined at trial.

14 65. Furthermore, unless and until enjoined by this Court,  
15 Defendants/Respondents, and each of them, will continue imposing the co-pay medical plan  
16 option described in paragraph 14 and unilaterally interpreting the plan with this option as the  
17 "low cost plan" to the detriment of the Affected Retirees and Affected Beneficiaries.

18 66. In the absence of such injunctive relief issued pursuant to law, the  
19 Affected Retirees and Affected Beneficiaries will sustain great and irreparable harm.

20 67. The successful prosecution of this cause of action will entitle  
21 Plaintiffs/Petitioners to an award of attorneys' fees pursuant to Section 1021.5 of the Code of  
22 Civil Procedure.

23  
24 **SEVENTH CAUSE OF ACTION**

25 (Declaratory Relief)

26 68. The allegations contained above in Paragraphs 1 through 51 are  
27 incorporated herein by reference as though set forth in full.  
28

1           69. An actual controversy has arisen and now exists between  
2 Plaintiffs/Petitioners, on the one hand, and Defendants/Respondents, on the other hand,  
3 concerning the rights of the Affected Retirees and Affected Beneficiaries and the respective  
4 duties and obligations of Defendants/Respondents.

5           70. Plaintiffs/Petitioners contend that imposing the deductible and co-pay  
6 medical plan options described in paragraph 14 and unilaterally interpreting the plan with these  
7 options as the "low cost plan" violated Affected Retirees' and Affected Beneficiaries' vested  
8 and contractual rights, in violation of California Constitution, Article I, Section 9, to a payment  
9 equal to the premium level to an available "low cost plan" that is a no co-pay, no deductible  
10 medical plan that is provided to a substantial number of the City's employees. Conversely,  
11 Defendants/Respondents contend that imposing the deductible and co-pay medical plan options  
12 described in paragraph 14 and unilaterally interpreting the plan with these options as the "low  
13 cost plan" do not violate Article I, Section 9 of the California Constitution.

14           71. Additionally, Plaintiffs/Petitioners contend that imposing the deductible  
15 and co-pay medical plan options described in paragraph 14 and unilaterally interpreting the  
16 plan with these options as the "low cost plan" unfairly interfered with and violated Affected  
17 Retirees' and Affected Beneficiaries' vested and contractual rights to participate in the City's  
18 Retiree Medical Plan, as the resulting reduced payments produced significant monthly premium  
19 increases Affected Retirees and Affected Beneficiaries were required to pay for essentially the  
20 same medical plans previously offered to them. Conversely, Defendants/Respondents contend  
21 that imposing the deductible and co-pay medical plan options described in paragraph 14 and  
22 unilaterally interpreting the plan with these options as the "low cost plan" do not unfairly  
23 interfere with or violate Affected Retirees' and Affected Beneficiaries' vested and contractual  
24 rights to participate in the City's Retiree Medical Plan.

25           72. Pursuant to California Code of Civil Procedure Section 1060,  
26 Plaintiffs/Petitioners desire a judicial determination of this controversy and a declaration that  
27 imposing the deductible and co-pay medical plan options described in paragraph 14 violated  
28 Affected Retirees' and Affected Beneficiaries' vested and contractual rights, in violation of

1 California Constitution, Article I, Section 9, to a payment equal to the premium level to an  
2 available "low cost plan" that is a no co-pay, no deductible medical plan that is provided to a  
3 substantial number of the City's active employees. Additionally, Plaintiffs/Petitioners desire a  
4 judicial determination of this controversy and a declaration that imposing the deductible and  
5 co-pay medical plan options described in paragraph 14 unfairly interfered with and violated  
6 Affected Retirees' and Affected Beneficiaries' vested and contractual rights to participate in the  
7 City's Retiree Medical Plan.

8 73. The above-requested judicial declaration is necessary and appropriate at  
9 this time under the circumstances in order that the Affected Retirees, Affected Beneficiaries,  
10 Plaintiffs/Petitioners and Defendants/Respondents may ascertain their respective rights.

11 74. The successful prosecution of this cause of action will, therefore, entitle  
12 Plaintiffs/Petitioners to an award of attorneys' fees pursuant to Section 1021.5 of the Code of  
13 Civil Procedure.

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#### EIGHTH CAUSE OF ACTION

16

(Petition for Writ of Mandate (Code of Civil Procedure Section 1085))

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18 75. The allegations contained above in Paragraphs 1 through 17 are  
19 incorporated herein by reference as though set forth in full.

20

21 76. Unless the City is commanded by this Court to set aside any action it has  
22 taken in implementing the deductible and co-pay medical plan options described in paragraph  
23 14 and unilaterally interpreting the plan with these options as the "low cost plan", including  
24 paying the difference between the amount of the payments which have been provided since  
25 December 31, 2012 and the amount of the payments which are required pursuant to SJMC  
26 Chapter 3.24, Part 23 and Chapter 3.28, Part 16, the Affected Retirees and Affected

27

28

Beneficiaries will suffer great and irreparable injury in that they will be deprived of their vested  
and contractual rights as described above in violation of the Contract Clause of the California  
Constitution.

28

1           77.     There are no administrative remedies available to Affected Retirees,  
2 Affected Beneficiaries, or Plaintiffs/Petitioners to compel the City to set aside any action it has  
3 taken in implementing the deductible and co-pay medical plan options described in paragraph  
4 14 and unilaterally interpreting the plan with these options as the "low cost plan".  
5 Consequently, Affected Retirees, Affected Beneficiaries, or Plaintiffs/Petitioners have  
6 exhausted all available remedies.

7           78.     Affected Retirees, Affected Beneficiaries, and Plaintiffs/Petitioners do  
8 not have an adequate remedy at law.

9           79.     The successful prosecution of this cause of action will entitle  
10 Plaintiff/Petitioners to an award of attorneys' fees pursuant to Section 1021.5 of the Code of  
11 Civil Procedure.

12           WHEREFORE, Plaintiffs/Petitioners requests that this Court:

13           A.     Award damages to Plaintiffs/Petitioners, Affected Retirees and Affected  
14 Beneficiaries in the amount of the difference between the amount of the payments  
15 which have been provided since December 31, 2012 and the amount of the payments  
16 which are required pursuant to SJMC Chapter 3.24, Part 23 and Chapter 3.28, Part 16,  
17 and/or Plaintiffs'/Petitioners' vested rights, which shall be determined at trial;

18           B.     Issue a Permanent Injunction enjoining Defendants/Respondents and  
19 each of them from imposing the deductible and co-pay medical plan options described  
20 in paragraph 14 and unilaterally interpreting the plan with these options as the "low cost  
21 plan";

22           C.     Declare that imposing the deductible and co-pay medical plan options  
23 described in paragraph 14 and unilaterally interpreting the plan with these options as the  
24 "low cost plan" substantially impair and/or abrogate vested and contractual rights of  
25 the Affected Retirees and Affected Beneficiaries in violation of the Contract Clause of  
26 the California Constitution;

27           D.     Declare that imposing the deductible and co-pay medical plan options  
28 described in paragraph 14 and unilaterally interpreting the plan with these options as the

1 "low cost plan" unfairly interfere with violated Affected Retirees' and Affected  
2 Beneficiaries' vested and contractual rights to participate in the City's Retiree Medical  
3 Plan;

4 E. Issue its Peremptory Writ of Mandate (1) commanding the City to set  
5 aside any action it has taken imposing the deductible and co-pay medical plan options  
6 described in paragraph 14 and unilaterally interpreting the plan with these options as the  
7 "low cost plan", including paying the amount of the difference between the amount of  
8 the payments which have been provided since December 31, 2012 and the amount of  
9 the payments which are required pursuant to SJMC Chapter 3.24, Part 23 and Chapter  
10 3.28, Part 16 and/or Plaintiffs'/Petitioners; vested rights;

11 F. Award Plaintiffs/Petitioners their costs of suit;

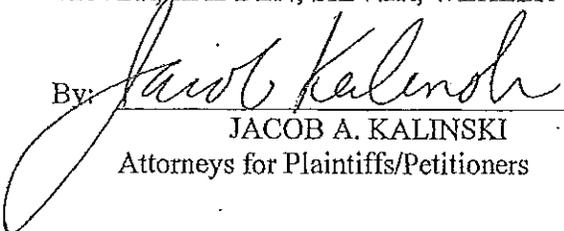
12 G. Award Plaintiffs/Petitioners reasonable attorneys' fees in accordance  
13 with California Code of Civil Procedure Section 1021.5; and,

14 H. Award such other and further relief as the Court deems proper.

15 Respectfully submitted,

16 SILVER, HADDEN, SILVER, WEXLER & LEVINE

17  
18 DATED: July 16, 2014

19 By: 

JACOB A. KALINSKI

Attorneys for Plaintiffs/Petitioners

