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7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SANTA CLARA

10
11 SAN JOSE POLICE OFFICERS'
ASSOCIATION,

12 Plaintiff,

13 v.

14
15 CITY OF SAN JOSE, BOARD OF
ADMINISTRATION FOR POLICE AND
16 FIRE DEPARTMENT RETIREMENT
PLAN OF CITY OF SAN JOSE, and DOES
17 1-10, inclusive,

18 Respondents.

19
20 AND RELATED CROSS-COMPLAINT
AND CONSOLIDATED ACTIONS

) Lead Case No. 1-12-CV-225926
)
) (Consolidated Actions 1-12-CV-225928, 1
) 12 CV-226570, 1-12-CV-226574,
) 1-12-CV 227864 and 1-12-CV-233660)

) (Hon. Patricia M. Lucas, Dept. 2)

)
) **REPLY BRIEF IN SUPPORT OF**
) **MOTION OF PLAINTIFF/PETITIONER**
) **SAN JOSE RETIRED EMPLOYEES**
) **ASSOCIATION FOR ATTORNEYS'**
) **FEES AGAINST**
) **DEFENDANT/RESPONDENT CITY OF**
) **SAN JOSE**

) Date: September 25, 2014
) Time: 9:00 a.m.
) Dept.: 2

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1 **I. INTRODUCTION**

2 Throughout its Opposition to the Motions for Attorneys' Fees of Plaintiffs San Jose
3 Police Officers' Association ("SJPOA"), AFSCME, and San Jose Retired Employees
4 Association ("SJREA"), the City of San Jose ("City") attempts to minimize the successes
5 achieved by Plaintiffs. However, the City is well aware of the monumental beneficial impact
6 the rulings of this Court will have on affected retirees ("Affected Retirees") of the Federated
7 City Employees Retirement Plan (the "Federated Plan"), as well as qualifying spouses,
8 domestic partners and other eligible beneficiaries of Affected Retirees and eligible beneficiaries
9 of deceased employees ("Affected Beneficiaries"). As explained in our Motion, SJREA's
10 lawsuit established that vested contractual rights beyond the minimums established in City
11 Charter Section 1505 could be earned by Affected Retirees and Affected Beneficiaries despite
12 the existence of two so-called "reservation of rights" clauses contained in Sections 1500 and
13 1503 of the City Charter. Additionally, SJREA's lawsuit invalidated Section 1510-A of
14 Measure B on the grounds that it impaired the vested contractual rights of Affected Retirees and
15 Affected Beneficiaries in violation of the Contract Clause of the California Constitution.

16 The City understands the significance of the victories achieved by SJREA. That is why
17 it has appealed from the Judgment of the Court. (See City's Notice of Appeal filed June 25,
18 2014 and Notice of Cross-Appeal filed June 30, 2014.) If the impact of SJREA's victories were
19 as minimal as the City would have the Court believe, the City would have had no reason to
20 appeal. The City is aware that if the Judgment of the Court becomes final, the City will not be
21 able to utilize the so-called "reservation of rights" clauses to argue that employees and retirees
22 could not have obtained vested rights to the benefits established in the Municipal Code.
23 Further, the City is aware that the Court's Judgment ensures that the City will not be able to
24 deny Affected Retirees and Affected Beneficiaries the cost of living adjustments ("COLAs") set
25 forth in Section 3.44 of the Municipal Code upon a mere declaration of fiscal emergency.
26 Rather, the City will have to comply with the requirements of established case law such as
27 *Sonoma County Organization of Public Employees v. County of Sonoma* (1979) 23 Cal.3d 296
28 ("*Sonoma*") before it can deny obligations guaranteed by the Contracts Clause.

1 The City points out in its Opposition (at 3:1-2) that this Court previously ruled “that
2 each party obtained some but not all of its litigation objectives” and therefore concluded that
3 there is no prevailing party as to costs. However, the City overlooks the obvious implication of
4 the Court’s assessment that Plaintiffs were successful in achieving some of their litigation
5 objectives. In order for SJREA to show that it is a prevailing party for purposes of Code of
6 Civil Procedure (“CCP”) Section 1021.5, it need only show that it has succeeded on *any*
7 *significant issue* in litigation which achieves *some of the benefit* the parties sought in bringing
8 suit.” (*Graciano v. Robinson Ford Sales, Inc.* (2006) 144 Cal.App.4th 140, 153, quoting
9 *Hensley v. Eckerhart* (1983) 461 US 424, 433, and adding emphasis.)

10 Furthermore, though SJREA need only show that its victory benefitted a large class of
11 persons, such as its own membership of 1800 members, or the 3600 members of the Federated
12 Plan, the truth is that SJREA’s victories are in the public’s best interest. The City’s contention
13 that Plaintiffs are not entitled to attorneys’ fees because the public interest was served by the
14 “savings and increased services generated by Measure B, not by the Plaintiffs’ attack on it”
15 evidences a narrow-minded view of what serves the public interest. The City misunderstands
16 that the public interest is well-served when public employees receive the benefits which they
17 were promised because that encourages other talented employees to enter the public service.
18 Where the City impairs the vested rights of its former employees, denying them promised
19 benefits, the public is ill-served because talented employees are discouraged from entering
20 public service.

21 **II. SJREA IS A SUCCESSFUL PARTY IN THIS LITIGATION.**

22 In its Opposition (at 3:26), the City argues that Plaintiffs were not successful parties
23 because they “failed to vindicate the lion’s share of their claims.” The City then proceeds to
24 show that the number of Measure B provisions which were found to be invalid is less than half
25 of the total provisions challenged. However, the test for whether a party is successful for
26 purposes of CCP Section 1021.5 is not whether a party prevailed on a majority of its claims.
27 Rather, as set forth above, “It is settled that ‘plaintiffs may be considered ‘prevailing parties’ for
28 attorney’s fee purposes if they succeed on *any significant issue* in litigation which achieves

1 some of the benefit the parties sought in bringing suit.” (*Graciano v. Robinson Ford Sales,*
2 *Inc., supra*, 144 Cal.App.4th at 153, quoting *Hensley v. Eckerhart, supra*, 461 US at 433, and
3 adding emphasis.)

4 “The fundamental objective of [the private attorney general doctrine] is to encourage
5 suits enforcing important public policies by providing substantial attorney fees to successful
6 litigants in such cases.” (*Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 565, citing
7 *Maria P. v. Riles* (1987) 43 Cal.3d 1281, 1288-1289.) If a plaintiff can be denied attorneys’
8 fees because he or she loses on more issues than he wins, future plaintiffs contemplating
9 challenging multiple provisions of an enactment such as Measure B will be discouraged from
10 challenging provisions where the probability of success is uncertain. The disincentive to bring
11 all good faith challenges to an enactment runs contrary to the purpose of the private attorney
12 general doctrine.

13 On page 4:7-10 of its Opposition, the City cites *Ebbets Pass Forest Watch v. Cal. Dept.*
14 *Of Forestry and Fire Prot.* (2010) 187 Cal.App.4th 376, 388 (“*Ebbets*”) for the proposition that
15 “[t]he fact that a party obtained some of its objectives in litigation does not entitle it to
16 attorneys’ fees where the party does not achieve its ‘primary goal.’ ” However, *Ebbets* is of no
17 help to the City because the trial court concluded that “the lawsuit did not result in *any change*
18 to the Plans under review”. (*Id.* at 357, emphasis added.) The Court of Appeal summarized:
19 “[w]hen the Supreme Court’s agreement statements are read pragmatically and in context, they
20 do not support the conclusion that plaintiffs succeeded on any significant issue in the litigation
21 that achieved some of the benefit they sought in bringing suit.” (*Ibid.*) *Ebbets* is clearly
22 distinguishable from the instant case because there is no doubt that SJREA succeeded on two
23 significant issues: 1) the confirmation that vested contractual rights beyond the minimums
24 established in City Charter Section 1505 could be earned by Affected Retirees and Affected
25 Beneficiaries despite the existence of two so-called “reservation of rights” clauses contained in
26 Sections 1500 and 1503 of the City Charter; and 2) the invalidation of Section 1510-A of
27 Measure B on the grounds that it impaired the vested contractual rights of Affected Retirees and
28 Affected Beneficiaries in violation of the Contract Clause of the California Constitution.

1 In addition, the City's reliance on *Marine Forests Soc'y v. Cal. Coastal Comm'n* (2008)
2 160 Cal.App.4th 867, 879-880 (cited in its Opposition at 4:10-12) is misplaced. In that case,
3 the Court stated, "The allegations of Marine Forests's complaint disclose that its primary goal
4 was to save its reef, not to have section 30312 declared unconstitutional or to change the
5 composition of the Commission." (*Id.* at 878.) The Court held:

6 Marine Forests did not achieve its objective. The Commission continues to issue cease
7 and desist orders, and its preamendment orders, including the order for Marine Forests
8 to either remove its reef or face substantial penalties, have not been invalidated. The
9 Commission did not "change[] its behavior substantially because of, and in the manner
10 sought by, the litigation. (*Id.* at 878-879.)

11 Here, a review of SJREA's First Amended Complaint ("FAC" filed July 12, 2013)
12 shows that an injunction preventing the City from enforcing Section 1510-A of Measure B as to
13 Affected Retirees and Affected Beneficiaries was indeed one of its primary goals. (FAC,
14 14:23-15:2.) In addition, in order to invalidate Section 1510-A, SJREA understood that it was
15 necessary to achieve a determination from the Court that the reservation of rights clause in the
16 City Charter did not prevent the creation of vested rights. (See FAC, paragraphs 5-6.) As a
17 result, here it must be concluded that SJREA achieved some of its primary goals in this lawsuit.

18 In our Motion, we cited *Environmental Protection Info. Ctr. v. Department of Forestry*
19 & *Fire Protection* (2010) 190 Cal.App.4th 217, 231-232, *Robinson v. City of Chowchilla*
20 (2011) 202 Cal.App.4th 382, 393 and *Sokolow v. County of San Mateo* (1989) 213 Cal.App.3d
21 231, 249 for the proposition that any lack of success should be reflected in either a finding that
22 the litigation did not confer a significant benefit or in a determination of the amount of fees to
23 be awarded rather than a determination that a party was unsuccessful. The City contends in its
24 Opposition (at 7:5-17) that *Sokolow v. County of San Mateo* (1989) 213 Cal.App.3d 231 does
25 not help Plaintiffs because, in that case, the plaintiff succeeded on all of her claims.

26 Here, *Sokolow* is insightful not because the plaintiff in *Sokolow* won the same ratio of
27 claims as the SJREA. (The plaintiff in *Sokolow* essentially had only one wrong her suit was
28 trying to correct, i.e., the Patrol not allowing her to become a member.) Rather, the importance
of *Sokolow* is its implementation of the teaching from *Hensley v. Eckerhart, supra*, 461 U.S. at

1 436-437, 439-440 that limited or partial success does not prevent a plaintiff from being
2 determined to be a successful party.

3
4 As set forth in *Sokolow* (213 Cal.App.3d at 248) (quoting from *Hensley*):

5 Where the plaintiff has failed to prevail on a claim that is distinct in all respects
6 from his [or her] successful claims, the hours spent on the unsuccessful claim
7 should be excluded in considering the amount of a reasonable fee. Where a
8 lawsuit consists of related claims, a plaintiff who has won substantial relief
9 should not have his [or her] attorney's fee reduced simply because the [trial]
10 court did not adopt each contention raised. But where the plaintiff achieved only
11 limited success, the [trial] court should award only that amount of fees that is
12 reasonable in relation to the results obtained.

13 From its citation to *Hensley*, it is clear that the *Sokolow* did not intend its analysis
14 regarding partial or limited success to apply only where a plaintiff succeeded on all claims but
15 failed to achieve all of its goals. Rather, it intended its analysis to apply to situations where a
16 plaintiff has failed to prevail on some of its claims.¹

13 III. SJREA'S VICTORIES ARE OF GREAT IMPORTANCE.

14 A. The Court's Decision Preserving COLAs for Affected Retirees and Affected 15 Beneficiaries Will Have a Significant Impact on the Lives of Affected Retirees 16 and Affected Beneficiaries.

17 The City argues (at Opposition, 6:2-12) that SJREA's victory in invalidating Section
18 1510-A of Measure B was a "limited and technical ruling that did not remove the City's state
19 law authority to take appropriate actions in an emergency." It continues, "This action has no
20 current or practical impact on any employee or retiree." This is essentially a restatement of the

21
22 ¹ Although limited success does not prevent SJREA from an award of attorneys's fees, the
23 City also argues (at Opposition, 4:22-24) that "the vast majority of plaintiffs' evidence and
24 effort at trial was directed to overturning the retiree medical provisions in Measure B—and
25 plaintiffs lost at trial with respect to these provisions." In fact, SJREA only challenged Section
26 1512-A(b), which it argued sought to turn vested rights into non-vested rights. SJREA did not
27 argue during this lawsuit that Affected Retirees and Affected Beneficiaries had a vested right to
28 a particular benefit, only that whatever vested right Affected Retirees and Affected
Beneficiaries had was impaired by Section 1512-A(b). SJREA's contention was ultimately
made moot by the City's agreement that this section does not change the status quo. (Statement
of Decision ("SoD"), 30:17-20.) In any event, it cannot be said that SJREA spent a vast
majority of its evidence and effort with respect to Section 1512-A(b).

1 arguments the City made on demurrer and at trial which were rejected by the Court. The City
2 contends that because it has yet to exercise the power granted by Section 1510-A of Measure B,
3 there can be no significance to SJREA's victory in defeating that provision. Further, the City
4 apparently argues that SJREA's victory is too limited to merit an attorneys' fee award because
5 the Court did not overrule authority, such as *Sonoma*, which articulated factors to be considered
6 when determining whether the State could impair vested contractual rights in the event of an
7 emergency. (See also *Home Building & Loan Association v. Blaisdell* (1934) 290 U.S. 398,
8 434; *Energy Reserves Group v. Kansas Power & Light* (1983) 459 U.S. 400, 412; *United*
9 *Firefighters of Los Angeles City v. City of Los Angeles* (1989) 210 Cal.App.3d 1095, 1109.)

10 The City apparently fails to understand that by increasing its power to suspend the
11 COLAs by requiring only the declaration of a fiscal emergency, Section 1510-A constituted an
12 impairment of Affected Retirees' and Affected Beneficiaries' vested contractual right to receive
13 the COLAs, regardless of whether the City intended to exercise that power in the near future.
14 Furthermore, this Court was not asked to overrule *Sonoma* or other established cases setting
15 forth factors which could allow the impairment of vested rights in the case of a fiscal
16 emergency. Rather, SJREA asked this Court to reject the City's attempt to free itself from the
17 obligation to prove a fiscal emergency using the factors set forth in those cases before impairing
18 vested contractual rights.

19 The invalidation of Section 1510-A has a great practical impact on Affected Retirees
20 and Affected Beneficiaries. It allows them to budget for the future with peace of mind that the
21 City will not be able to suspend their COLAs upon a mere declaration of emergency.

22 B. The Court's Ruling That the "Reservation of Rights" Clauses Do Not Preclude
23 the Creation of Vested Rights has Sweeping Implications.

24 The City apparently argues (at Opposition, 6:14) that the Court's ruling on the
25 "reservation of rights" is an insufficient basis for an award of attorneys' fees because it did not
26 provide any concrete relief for members. It is curious that the City uses the word "concrete"
27 because, as set forth in our Motion, CCP Section 1021.5 does not provide a "concrete standard
28 or test against which a court may determine whether the right vindicated in a particular case is

1 sufficiently 'important' to justify a private attorney general fee award." (*Woodland Hills*
2 *Residents Assn. v. City Council of Los Angeles* (1979) 23 Cal.3d 917, 935.)

3 Semantics aside, it is difficult to overestimate the impact of the declaration from the
4 Court that the reservation of rights clauses do not preclude the creation of vested rights. Had
5 the Court concluded otherwise, every benefit Affected Retirees and Affected Beneficiaries
6 believed they had earned during their service with the City, except for those stated in City
7 Charter Section 1505, would be subject to repeal. It must be reemphasized that if this relief is
8 so insignificant the City would not have appealed.

9 C. There Is No Requirement That a Plaintiff Achieve a "Landmark" Decision in
10 Order to Be Awarded Attorneys' Fees.

11 SJREA's position in this litigation was supported by many decades of reported
12 decisions of the California Supreme Court and its Courts of Appeal upholding vested rights.
13 (See, e.g., *Kern v. City of Long Beach* (1947) 29 Cal.2d 848.) However, while the vested rights
14 doctrine in California is well-established, there is no requirement that a case break new ground
15 in order to receive attorneys' fees. In *Press v. Lucky Stores* (1983) 34 Cal.3d 311, 318-319
16 ("*Press*"), the Court stated:

17 The fact that litigation enforces existing rights does not mean that a substantial
18 benefit to the public cannot result. Attorney fees have consistently been awarded
19 for the enforcement of well-defined, existing obligations. (Citations.) Indeed,
20 the declaration of rights in "landmark" cases would have little meaning if those
21 rights could not be "enforced" in subsequent litigation. As this court noted in
22 *Woodland Hills* (citation), "without some mechanism authorizing the award of
attorneys fees, private actions to enforce ... important public policies will as a
practical matter frequently be infeasible." Such a cramped interpretation of
section 1021.5 would allow vital constitution principles to become mere
theoretical pronouncements of little practical value to ordinary citizens who
cannot afford the price of vindicating those rights.

23 D. The City's Contention That Enforcing the Contracts Clause of the California
24 Constitution Does Not Warrant Attorneys' Fees Is Without Merit.

25 In its Opposition (at 8:14-10:1), the City points out that not all lawsuits enforcing
26 constitutional guarantees will warrant an award of fees under Section 1021.5, citing *Press*,
27 *supra*, 34 Cal.3d at 319 n.7 and *Young v. State Water Res. Control Bd.* (2013) 219 Cal.App.4th
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1 397, 404 (“*Young*”) for this proposition. However, in *Press*, the Court made it known that
2 vindicating constitutional rights is an excellent way to establish the “important right affecting
3 the public interest” prong, stating (at p. 318): “In *Serrano III*, this court said it well. ‘The
4 determination that the public policy vindicated is one of constitutional stature...establishes the
5 first of the... elements requisite to the award (i.e., the relative societal importance of the public
6 policy vindicated).’”

7 In *Press*, the example the Court gave for a constitutional right that would not warrant an
8 award of fees was from *Pacific Legal Foundation v. California Coastal Com.* (1982) 33 Cal.3d
9 158 where the Court found that the constitutional right at issue vindicated only the rights of the
10 property owners of the single parcel at issue. In *Young*, the Court found that there was no
11 evidence in the record that the ability of six Customers of a water distribution corporation to
12 participate in proceedings regarding whether the State Water Resources Control Board could
13 issue a cease and desist order conferred any benefit on the public generally. (*Young, supra*, 219
14 Cal.App.4th 397, at 400, n. 1, 407). These cases, which involve a small number of persons
15 vindicating rights that do not effect the public are clearly distinguishable from the instant case
16 where the general public as well as a large number of Affected Retirees and Affected
17 Beneficiaries are benefitted by a ruling that the City must comply with contractual obligations
18 made to its former employees.

19 **IV. THE LITIGATION BENEFITTED A LARGE CLASS OF PERSONS.**

20 In its Opposition (at 12:9-10), the City concludes that the relief obtained by SJREA does
21 not rise to a level of a significant benefit for the general public or a large class of persons.
22 However, it could not and does not argue that number of City employees and retirees benefitted
23 by the lawsuit is not a large enough class of persons. There are approximately 1800 members
24 of SJREA alone and approximately 3600 persons in the Federated Plan (Declaration of Bob
25 Leininger, paragraphs 2-3), certainly a large class of persons.

26 Instead, the City repeats its meritless arguments that the significance of Plaintiffs’
27 achievements do not warrant an award of attorneys’ fees and that the general public itself has
28 not benefitted. There are two problems with the City’s argument. First, in order to satisfy this

1 prong, SJREA needs only to show that a large class of persons, not necessarily the public,
2 benefitted from the litigation. Second, as discussed above, the public as a whole benefits when
3 the government is forced to honor its contractual obligations, especially to those who have
4 offered their labor on behalf of the government.

5 **V. IN THE INTERESTS OF JUSTICE, SJREA SHOULD NOT BEAR THE COST**
6 **OF ITS ATTORNEYS' FEES.**

7 The City argues that Plaintiffs cannot demonstrate that “the necessity and financial
8 burden of private enforcement...are such as to make the award appropriate” because “the
9 associations brought these lawsuits on behalf of their members for pecuniary reasons.” The
10 City concludes that the costs of litigation were justified by these pecuniary interests.

11 In *Robinson v. City of Chowchilla*, *supra*, 202 Cal.App.4th 382, the Court of Appeal
12 summarized the requirements of CCP Section 1021.5 as it relates to the financial burden prong,
13 relying on the Supreme Court’s decision in *Conservatorship of Whitley* (2010) 50 Cal.4th 1206.

14 The Court first stated:

15 [T]here is no clause or words in section 1021.5 that requires the benefit
16 conferred on a large class of persons to be the primary effect of the litigation. ...
17 When each of the criteria is met, the fact the primary effect of the action was to
18 vindicate a plaintiff’s personal economic interests does not foreclose an award of
19 attorney fees. Thus, arguments regarding the “primary objective” or “primary
20 effect” of the litigation might best be confined to cases where fees are sought
21 under the catalyst theory. (*Robinson, supra*, 202 Cal.App.4th at 400.)

22 Moreover, the benefits portion of the cost-benefit analysis is not the benefits sought, but rather
23 on the actual recovery:

24 The benefits side of the equation contains two components, which are multiplied
25 by one another. First, the court must determine the monetary value of the
26 benefits obtained by the successful party. This determination is based on “the
27 gains actually attained” and not on the gains sought. (*Conservatorship of*
28 *Whitley, supra*, 50 Cal.4th at p. 1215.) Second, the court must estimate “the
probability of success at the time the vital litigation decisions were made”
(*Ibid.*) The monetary value of the benefits obtained is discounted by the
estimated probability of success to produce the estimated value of the case at the
time the vital litigation decisions were being made. This discounted monetary
value represents the benefit in the cost-benefit comparison. (*Ibid.*)

The costs side of the cost-benefit analysis is based on the actual costs of the
litigation, which include attorney fees, deposition costs, expert witness fees, and
other expenses required to bring the case to fruition. (*Conservatorship of*

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Whitley, supra, 50 Cal.4th at 1215-1216.)

Based on the above, SJREA is entitled to recover attorneys' fees. While the victories achieved by the SJREA in: 1) confirming that its members could earn vested rights beyond those in Charter Section 1505; and 2) preserving its members' rights to COLAs are of tremendous importance, the fact is that the SJREA will not immediately recover the significant amount of money it spent in attorneys' fees by virtue of this lawsuit. Therefore, in the interests of justice, the attorneys' fees incurred should not be borne by SJREA.

Moreover, while the SJREA has approximately 1800 members, those members have borne a disproportionate share of the burden. As set for in the Declaration of Bob Leininger, there are currently approximately 3600 members of the Plan who will reap the benefits of this lawsuit. In addition, future City employees will also benefit from this lawsuit.

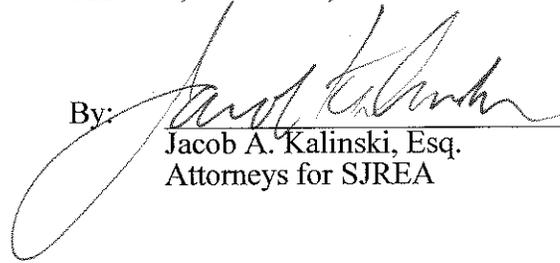
VI. CONCLUSION

For all of the foregoing reasons, it is respectfully requested that this Court find that SJREA is entitled to attorneys' fees against the City pursuant to CCP Section 1021.5.

Dated: September 18, 2014

SILVER, HADDEN, SILVER & LEVINE

By:



Jacob A. Kalinski, Esq.
Attorneys for SJREA

PROOF OF SERVICE

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STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 1428 Second Street, P.O. Box 2161, Santa Monica, California 90407-2161.

On September 18, 2014, I served the document(s) described as **SJREA'S REPLY IN SUPPORT OF MOTION FOR ATTORNEYS' FEES** on the parties in this action by delivering a true copy thereof as shown below addressed as set forth on the attached service list.

[By Mail] By placing a true copy in a sealed envelope. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice, on the same day that correspondence is placed for collection and mailing, it would be deposited with the U.S. Postal Service with postage thereon fully prepaid at Santa Monica, California, in the ordinary course of business. I am aware than on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[By Personal Service - via Magnum Courier] I caused the above document to be personally delivered to the party represented by an attorney. Delivery was made to the attorney or at the attorney's office by leaving the document, in an envelope or package clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office.

[By Electronic Mail] I served the document(s) to the addressee(s) via electronic mail at the addresses shown on the attached service list.

[By Facsimile Transmission] I caused the above-referenced document to be transmitted to the named person(s) via facsimile transmission to the fax number(s) set forth above from a fax machine at (310) 395-5801.

[By Overnight Delivery] I delivered said documents to an authorized courier or driver authorized to receive documents, in an envelope or package designated by the express service carrier with delivery fees paid or provided for, addressed to the person on whom it is to be served for delivery on the next business day.

Executed on September 18, 2014, at Santa Monica, California.

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

LISA L. HILL


SIGNATURE

SERVICE LIST

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