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CLERK SUPERIOR COURT  
SAN DIEGO COUNTY, CA

1 Stephen H. Silver Esq.  
California State Bar No. 38241  
2 SILVER, HADDEN, SILVER, WEXLER & LEVINE  
1428 Second Street  
3 P.O. Box 2161  
Santa Monica, CA 90407-2161  
4 (310) 393-1486  
(310) 395-5801 (FAX)  
5

6 Attorneys for Plaintiff and Petitioner  
Deputy Sheriffs' Association of San Diego County  
7

**VIA FAX**

8 SUPERIOR COURT OF CALIFORNIA

9 COUNTY OF SAN DIEGO

10  
11 DEPUTY SHERIFFS' ASSOCIATION OF  
SAN DIEGO COUNTY,

12 Plaintiff and Petitioner,

13 vs.

14 COUNTY OF SAN DIEGO; SAN DIEGO  
15 COUNTY EMPLOYEES' RETIREMENT  
ASSOCIATION; STATE OF CALIFORNIA,

16 Defendants and Respondents.  
17

CASE NO. 37-2013-00029085-CU-MC-CTL

COMPLAINT FOR DECLARATORY  
RELIEF (CCP §1060) AND PETITION FOR  
WRIT OF MANDATE (CCP §1085)

18  
19 **I. FIRST CAUSE OF ACTION - DECLARATORY RELIEF**

20 1. At all times herein mentioned, Defendant and Respondent County of San Diego  
21 ("the County") was, and is, a political subdivision of Defendant and Respondent State of  
22 California ("the State") whose employees participate in the public retirement system  
23 administered by Defendant and Respondent San Diego County Employees' Retirement  
24 Association ("the Retirement Association") pursuant to the County Employees' Retirement  
25 Law as set forth in Section 31450, et seq. of the California Government Code.

26 2. At all times herein mentioned, the Retirement Association was, and is, the entity  
27 designated pursuant to Government Code Section 31520 with the authority and responsibility  
28 for managing the San Diego County Employees' Retirement System, including the provision of

1 retirement allowances to eligible retired County employees and their survivors.

2 3. On or about September 12, 2012, the State enacted the California Public  
3 Employees' Pension Reform Act of 2013 (PEPRA) including, but not limited to, the provisions  
4 of new Government Code Section 7522, *et seq.*, the terms and conditions of which apply to the  
5 County and the Retirement Association pursuant to Section 7522.02.

6 4. At all times herein mentioned, Plaintiff and Petitioner Deputy Sheriffs'  
7 Association of San Diego County ("the DSA") was, and is, a recognized employee organization  
8 within the meaning of California Government Code Section 3501(c) that was certified by the  
9 County to represent specified job classifications occupied by sworn peace officers in the  
10 designated units of representation entitled (a) Deputy Sheriffs (DS) Unit (the DS Unit) and (b)  
11 the Safety Management (SM) Unit (the SM Unit). As a recognized employee organization, the  
12 DSA has standing and authorization to take appropriate action to enforce the contractual rights  
13 of employees it is recognized to represent that are set forth in binding contracts entered into  
14 between it and the County.

15 5. During 2000, the DSA and the County entered into a binding contract entitled  
16 Memorandum of Agreement (MOA) with respect to the DS Unit covering the period between  
17 December 15, 2000 and June 21, 2007. Article 9C provided for a "Retirement Offset" whereby  
18 the County agreed to pay on behalf of each affected employee a specified portion of the  
19 required employee retirement contribution (the "member contribution").

20 6. During 2000, the DSA and the County entered into a binding MOA with respect  
21 to the SM Unit covering the period between November 17, 2000 and June 21, 2007. Article 9C  
22 provided for a "Retirement Offset" whereby the County agreed to pay on behalf of each  
23 affected employee a specified portion of the member contribution.

24 7. On December 8, 2006, the County and the DSA entered into a binding Tentative  
25 Agreement (TA 1). TA 1 amended the MOAs described above in paragraphs 5 and 6 by, *inter*  
26 *alia*, (a) extending the term of each MOA and all of its provisions through and including June  
27 18, 2009 and (b) providing that the County would "offset" (i.e., pay to the Retirement  
28 Association) 100% of the member contribution not to exceed nine and one-half percent (9.5%)

1 of pensionable income (the "maximum retirement offset"). A true and correct copy of TA 1 is  
2 attached hereto as Exhibit A and incorporated herein by reference as though set forth in full.

3 8. On April 24, 2009, the County and the DSA entered into another binding  
4 Tentative Agreement (TA 2). TA 2 also amended the MOAs described above (including TA 1)  
5 by, *inter alia*, (a) extending the term of each MOA and all of its provisions through and  
6 including June 16, 2011 and (b) providing that all newly hired Safety Members of the  
7 Retirement System (Tier B members) would be governed by the 3% at 55 Safety Retirement  
8 Formula as prescribed in California Government Code 31664.2 while the current Safety  
9 Members (Tier A members) would remain governed by the 3% @ 50 Safety Retirement  
10 Formula as prescribed in Government Code §31664.1. A true and correct copy of TA 2 is  
11 attached hereto as Exhibit B and incorporated herein by reference as though set forth in full.

12 9. On December 8, 2006, the County and the DSA entered into yet another binding  
13 Tentative Agreement (TA 3). TA 3 also amended the MOAs described above (including TA 1  
14 and TA 2) by, *inter alia*, (a) extending the term of each MOA and all of its provisions through  
15 and including June 26, 2014, (b) providing that the "maximum retirement offset" for Tier A  
16 members would be reduced from 9.5% of pensionable income to 8.5% of pensionable income  
17 effective July 1, 2011 and further reduced to 7% of pensionable income effective July 1, 2012,  
18 and (c) providing that the "maximum retirement offset" for Tier B members would be reduced  
19 to 8% of pensionable income effective July 1, 2011 and 6% of pensionable income effective  
20 July 1, 2012. A true and correct copy of TA 3 is attached hereto as Exhibit C and incorporated  
21 herein by reference as though set forth in full.

22 10. Government Code Section 7522.30 which is contained in the PEPRA and  
23 became effective January 1, 2013 provides in Subsection (c) that individuals hired on or after  
24 January 1, 2013 who are "new members" as defined in Section 7522.04 (e) shall have an initial  
25 contribution rate of at least 50 percent of the normal cost rate for the applicable defined benefit  
26 plan, rounded to the nearest quarter of one percent, which contribution shall not be paid by the  
27 employer on the employee's behalf. However, Subsection (f) of Section 7522.30 states that  
28 "[i]f the terms of a contract, including a Memorandum of Understanding, between a public

1 employer and its public employees, that is in effect on January 1, 2013, would be impaired by  
2 any provision of this section, that provision shall not apply to the public employer and public  
3 employee subject to that contract until the expiration of that contract.”

4 11. Notwithstanding the provisions of Section 7522.30(f), and the existence of  
5 contracts between the County and its public employees (through their designated representative,  
6 the DSA) in effect on January 1, 2013, i.e. the two MOAs as amended by TA 1, TA 2 and TA 3  
7 (the existing MOAs), the County has communicated clearly to representatives of the DSA that  
8 it plans to implement the provisions of Section 7522.30(c) to cause all new members hired  
9 during the term of the existing MOAs (“new hires”) to pay contributions equal to 50% of the  
10 normal cost rate for the applicable retirement formula effective January 1, 2013, well in  
11 advance of the expiration date of the existing MOAs (June 26, 2014), without the “maximum  
12 retirement offset” specified in TA 3 (6% of pensionable income).

13 12. The implementation of the provisions of Section 7522.30(c) will impair the  
14 existing MOAs between the County and the DSA, as described above, in that it would terminate  
15 the County’s obligation to provide the “maximum, retirement offset” to new hires.

16 13. The County has also communicated to representatives of the DSA that it intends  
17 to cause all new hires to be governed by the “2.7% at 57” retirement formula set forth in the  
18 PEPPRA (in Government Code Section 7522.25(c)) notwithstanding the existing MOAs  
19 specifying that the applicable retirement formula for employees hired after TA 2 shall be the  
20 3% at 55” retirement formula contained in Government Code Section 31664.2.

21 14. The enactment by the State of Government Code Section 7522.25(c) that  
22 mandates that new hires be governed by the 2.7% at 57 retirement formula, irrespective of the  
23 existence of a binding contract between their employer and the employee organization  
24 recognized to represent them that provides for a more beneficial retirement formula (the 3% at  
25 55), and the implementation by the Retirement Association and the County of Section  
26 7522.25(c) with respect to new hires so as to cause them to receive a less beneficial retirement  
27 formula than that entitled under the applicable contract governing their wages, hours and others  
28 terms and conditions of employment (the existing MOAs) impaired the obligation of contracts

1 between the County and the DSA in violation of the Contract Clause set forth in Article I,  
2 Section 9 of the California Constitution.

3 15. An actual controversy has arisen and now exists between the DSA, on the one  
4 hand, and the County, the Retirement Association and the State, on the other hand, concerning  
5 the rights of new hires in the job classifications represented by DSA. DSA contends that the  
6 County is obligated to honor its existing contractual obligations to provide new hires the  
7 prescribed "maximum retirement offset" throughout the term of the existing MOAs, whereas  
8 the County contends that new hires must contribute an amount equal to 50% of the normal cost  
9 rate (i.e., an amount equal to 12.5% of pensionable income) without any "retirement offset." In  
10 addition, the DSA contends that the County, the Retirement Association and the State must  
11 honor and enforce the County's existing contractual commitment to provide new hires with the  
12 3% at age 55 retirement formula, whereas the County, the Retirement Association and the State  
13 contend that, pursuant to Government Code Section 7522.25(d), those new hires must be  
14 governed by the 2.7% at 57 retirement formula.

15 16. Pursuant to California Code of Civil Procedure Section 1060, DSA desires a  
16 judicial determination of this controversy and a declaration that new hires (a) shall not be  
17 required to pay retirement contributions equal to 12.5% of pensionable income without any  
18 Retirement Offset but, instead, shall be entitled to receive from the County the "maximum  
19 retirement offset" during the term of the existing MOAs and (b) shall be governed by the 3% at  
20 age 55 retirement formula, as set forth in the existing MOAs between the County and the DSA.

21 17. Such a judicial declaration is necessary and appropriate at this time in order that  
22 the DSA, the County, the Retirement Association and the State, as well as new hires may  
23 ascertain their respective rights and obligations under the existing MOAs, the PEPR and the  
24 California Constitution.

25 18. There are no administrative remedies available to the DSA to compel the  
26 County, the Retirement Association and the State to honor the existing MOAs between the  
27 DSA and the County, as described above. Therefore, DSA has exhausted all available  
28 administrative remedies.

1           19.    The prosecution of this action, if successful, will result in the enforcement of  
2 important rights affecting the public interest in that: (a) significant rights will have been  
3 enforced that will enure to the benefit of all new hires (b) the necessity and financial burden of  
4 private enforcement of the rights sought to be protected by this action are such as to make the  
5 award appropriate; and (c) attorneys' fees should not, in interest of justice, be paid out of any  
6 monetary recovery obtained through this action. As a result, DSA is entitled to an award of  
7 attorneys' fees pursuant to the provisions of Section 1021.5 of the California Code of Civil  
8 Procedure.

9           20.    The successful prosecution of this action will constitute a reversal by this Court  
10 of the denial by the Retirement Association's Board of Administration of the retirement  
11 allowance under the 3% at age 55 formula for all new members. Therefore, this Court may  
12 award reasonable attorneys' fees to DSA for enforcing the rights of those members against the  
13 Retirement Association pursuant to Government Code Section 31536.

14 **II.    SECOND CAUSE OF ACTION - PETITION FOR WRIT OF MANDATE - CCP**  
15 **§1085**

16           21.    The allegations set forth above in paragraphs 1 through 20 are incorporated by  
17 reference as though set forth in full.

18           22.    The DSA does not have an adequate remedy at law in that the harm posed by the  
19 actions of the County, the Retirement Association and the State is a continuing one, and the  
20 relief, if granted, cannot be measured or satisfied by an award of monetary damages alone.

21           23.    Unless the County, the Retirement Association and the State, and each of them,  
22 are commanded by this Court to apply the terms of the existing MOAs to all new hires by  
23 providing (a) that they shall pay the same member contributions as Tier B members, including  
24 the receipt from the County of the "maximum retirement offset", and (b) that they shall be  
25 governed by the 3% @ age 55 retirement formula for Tier B employees, DSA and those new  
26 hires will suffer great and irreparable injury in that their contractual rights will be impaired as  
27 described above in violation of the Contract Clause of the California Constitution.

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**WHEREFORE**, DSA prays that:

A. This Court declare that all new hires shall (a) pay the same rate of member contributions as Tier B members including receipt from the County of the "maximum retirement offset", and (b) be governed by the 3% @ age 55 retirement formula available to Tier B members, irrespective of the provisions of the PEPRA set forth in California Government Code §7522.25(c) and 7522.30;

B. Following a duly noticed hearing, this Court issue its Peremptory Writ of Mandate commanding the County, the Retirement Association and the State to cause all new hires (1) to pay the same rate of member contributions as Tier B members, including receipt from the County of the "maximum retirement offset," retroactive to their date of hire, and (2) to be governed by the 3% @ age 55 retirement formula;

C. The DSA be awarded its costs of suit incurred herein;

D. The DSA be awarded reasonable attorneys' fees in accordance with California Code of Civil Procedure §1021.5 and California Government Code §31536; and

E. This Court award such other and further relief as it deems proper.

Dated: 1/3/13

Respectfully submitted,

SILVER, HADDEN, SILVER, WEXLER & LEVINE

By:   
STEPHEN H. SILVER, Attorneys for  
Petitioner and Plaintiff

06815-pld-rl.wpd

TITLE: MOA Extension For DS and SM Units

Tentative Agreement: 12/6/06

The parties agree to extend the current MOA and all of its provisions for two additional years effective June 22, 2007 through June 18 2009. The conditions listed below will become effective as of June 22, 2007, unless otherwise indicated:

1) Article 4, Section 1, Subsection A - Wages:

8. Fiscal Year 2007-08: 5% wage increase effective June 22, 2007.

9. Fiscal Year 2008-09: 3% wage increase effective June 21, 2008.

2) Article 9, Section 2, Subsection A.3 - Contribution towards Flexible Benefit Plan:

Effective January 1, 2008:

	Per Month	Approximate Annual
Employee Only	up to \$266.00	\$3,192.00*
Employee + 1	\$422.00	\$5,064.00*
Employee + 2 or More	\$625.00	\$7,500.00*

Effective January 1, 2009:

	Per Month	Approximate Annual
Employee Only	up to \$293.00	\$3,516.00*
Employee + 1	\$464.00	\$5,568.00*
Employee + 2 or More	\$688.00	\$8,256.00*

\*Based on 12 Months of Employment

**TENTATIVE AGREEMENT**

COUNTY OF SAN DIEGO:

DEPUTY SHERIFF'S ASSOCIATION

Susan M. Brazeau  
SUSAN M. BRAZEAU

DATE: 12-8-06

James Duffy  
JAMES DUFFY

DATE: 12-8-06



TITLE: MOA Extension For DS and SM  
Units

Tentative Agreement: 12/6/06

3) Article 9, Section 1, Subsection B - Retirement Offset

1. ~~Unless modified by subsection C.2, hereinbelow, Notwithstanding the above, the County will offset a portion of the employee's prescribed rate. The County shall contribute up to nine and one-half percent (9.5%) of each employee's prescribed amount, but no more than the employee's established rate. In the event that the employee's rate is less than nine and one-half percent (9.5%), the employee shall not be credited with the difference.~~

2. ~~a. For Employees hired on or after March 20, 1996, no retirement offset shall be paid until that employee qualifies by having completed at least twenty six (26) months of continuous service in the County retirement system shall receive four and three quarter percent (4.75%) retirement offset until that employee qualifies for up to a nine and one-half percent retirement offset by having completed at least five (5) years of continuous service in the County retirement system.~~

~~b. Upon completion of at least twenty six (26) months of continuous service in the County retirement system, Employees covered by "a" above, shall receive four and three quarter percent (4.75%) retirement offset until that employee qualifies by having completed at least five (5) years of continuous service in the County retirement system. Upon completion of at least five (5) years of continuous service in the County retirement system, subsection C.1, hereinabove shall apply.~~

~~c. Notwithstanding subsection C.2.a, hereinabove, The County has the right to:~~

~~i. determine which classification(s), if any, shall be exempted from this provision;~~

~~ii. implement such determinations as the County deems advisable.~~

**TENTATIVE AGREEMENT**

COUNTY OF SAN DIEGO:

DEPUTY SHERIFF'S ASSOCIATION

*Susan M. Brazean* DATE: 12-20-06  
SUSAN M. BRAZEAN

*James Duffy* DATE: 12-6-06  
JAMES DUFFY

TITLE: MOA Extension For DS and SM Units

Tentative Agreement: 12/6/06

4) Article 8, Section 5, Subsection B – Parking:

2. ~~Twenty-five dollars (\$25)~~ **Fifty dollars (\$50)** reimbursement per month for each eligible employee who incurs parking expenses at the below locations;

Applicable locations for 2. and 3. above: San Diego Courthouse, Hall of Justice, Jail, 1027 10th St., Ash Street Facility, Center City Building, the Beech Street Office, the Wells Fargo Building, 1350 Front Street, Family Law Court and 1501 Sixth Ave. Eligibility for 2. and 3. above is to be determined through certification by the appointing authority that the employee has incurred either, a) parking expense of at least ~~twenty-five dollars (\$25)~~ **fifty dollars (\$50)**; or b) expense as a participant in the County Ride-Sharing Program of at least ten dollars (\$10) per month, subject to the rules and regulations of the Auditor and Controller. The administration of the reimbursement to employees for purchased transit passes shall be subject to the rules and regulations of the Auditor and Controller and the Employee Benefits Office.

5) Article 4, Section 1, Subsection C – Quality First Program; Employee Eligibility Criteria:

~~Effective June 27, 2003,~~ Eligibility to participate in the Quality First Program requires that, during each applicable plan year:

1. The employee must have begun his/her employment with the County on or before December 31<sup>st</sup>.
2. The employee must not have received a sub-standard performance evaluation or equivalent rating; and
3. The employee must not have received final disciplinary action, which includes any County appeal or County review procedures including the Civil Service Commission. *(Disciplinary actions are defined as those formal actions that are recognized by the Civil Service Rules, Section 7.3, but shall not include written reprimands.)*

**TENTATIVE AGREEMENT**

COUNTY OF SAN DIEGO:

DEPUTY SHERIFF'S ASSOCIATION

*Susan M. Brazero* DATE: 12-8-06  
SUSAN M. BRAZERO

*James Duffy* DATE: 12-8-06  
JAMES DUFFY

TITLE: MOA Extension For DSA  
DS and SM Units

DATE: 4/24/09

The parties agree to extend the current MOA for two additional years effective June 19, 2009 through June 16, 2011 under the following conditions:

1. Article 4, Section 1 (A): Wage Rates:

Fiscal Year 2009 - 2010: No wage increase.

Fiscal Year 2010 - 2011: 2% wage increase effective June 18, 2010.

2. Article 9, Section 2 (A) (3) County Contribution towards Flexible Benefit Plan:

Effective January 1, 2010: 5% Increase

	Per Month	Approximate Annual
Employee Only	\$308.00	\$3,696.00
Employee + 1	\$487.00	\$5,844.00
Employee + 2 or More	\$722.00	\$8,664.00

Effective January 1, 2011: 5% Increase

	Per Month	Approximate Annual
Employee Only	\$323.00	\$3,876.00
Employee + 1	\$511.00	\$6,132.00
Employee + 2 or More	\$758.00	\$9,096.00

**TENTATIVE AGREEMENT**

COUNTY OF SAN DIEGO:

DEPUTY SHERIFF'S ASSOCIATION OF  
SAN DIEGO COUNTY:

Susan Brazeau  
SUSAN BRAZEAU

DATE: 4-24-09

Ernie Carrillo  
ERNIE CARRILLO, PRESIDENT

DATE: 4/24/09

TITLE: MOA Extension For DSA  
DS and SM Units

DATE: 4/24/09

3. Retirement:

Retirement benefits for employees hired on or after a date determined by the Board of Supervisors shall be those established for a new "3% @ 55 Safety Retirement Tier" program for eligible employees.

"3% @ 55 Safety Retirement Tier" shall consist of the following benefits:

Formula	3% @ 55 (Gov. Code § 31664.2)
Final Average Compensation	Highest 3 Year Average
COLA	Maximum 2%

4. The implementation of Section 3 of this extension, relating to "Retirement," is contingent upon the adoption of resolutions and an ordinance by the Board of Supervisors which implement the provisions of 3% @ 55 Safety Retirement Tier (described above) applicable to all safety members newly hired into County positions on or after a date specified in the applicable resolution, which positions require membership in the San Diego County Employees Retirement Association.

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**TENTATIVE AGREEMENT**

COUNTY OF SAN DIEGO:

DEPUTY SHERIFF'S ASSOCIATION OF  
SAN DIEGO COUNTY:

*Susan Brazeau*  
SUSAN BRAZEAU

DATE: 4/24/09

*Ernie Carrillo*  
ERNIE CARRILLO, PRESIDENT

DATE: 4/24/09

TITLE: MOA Extension For DSA  
DS and SM Units

DATE: 3-15-2011

The parties agree to extend the current MOA for three additional years effective June 17, 2011 through June 26, 2014 under the following conditions:

1. Effective July 1, 2011: One-time monetary payment equivalent to 2% of base pay for all regular employees who have paid service during payroll 01. Payment to be paid on the pay day of payroll 02 (August 5, 2011). Part time employees shall receive a pro-rated amount according to their Standard Hours.
2. Fiscal Year 2013-2014: 1% wage increase effective June 28, 2013.
3. Article 9, Section 2(A)(3) County Contribution towards Flexible Benefit Plan:

	Effective 1/1/12 Per Month	Effective 1/1/13 Per Month	Effective 1/1/14 Per Month
Employee Only	\$339.00	\$390.00	\$442.00
Employee + 1	\$597.00	\$597.00	\$658.00
Employee + 2 or More	\$796.00	\$870.00	\$944.00

4. Retirement Offset:

TIER A:

Effective July 1, 2011: Reduce offset to 8.5%  
Effective July 1, 2012: Reduce offset to 7.0%

TIER B:

Effective July 1, 2011: Reduce offset to 8.0%  
Effective July 1, 2012: Reduce offset to 6.0%

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### TENTATIVE AGREEMENT

COUNTY OF SAN DIEGO:

DEPUTY SHERIFFS' ASSOCIATION OF  
SAN DIEGO COUNTY:

*Susan Brazeau* DATE: 3-18-11  
SUSAN BRAZEAU

*Hank Turner* DATE: 3-18-11  
HANK TURNER, PRESIDENT

TITLE: MOA Extension For DSA  
DS and SM Units

DATE: 3-15-2011

New Section

Employees hired on or after July 1, 2013, shall receive a 3% retirement offset until that employee qualifies for up to a 6% retirement offset by having completed at least five years of continuous service in the County retirement system. At which time, the County shall contribute up to 6% of each employee's prescribed amount, but no more than the employee's established retirement rate. In the event that the employee's rate is less than 6%, the employee shall not be credited with the difference.

5. Effective July 1, 2013:

DS - Uniform Allowance - Article 8, Section 1 B (2)

SM - Uniform Allowance - Article 8, Section 1 A (2)

Increase the uniform allowance as follows:

Over 1650 hours	\$1,000	(3/3)
Over 1100, but not over 1650 hours	\$666	(2/3)
Over 550, but not over 1100 hours	\$333	(1/3)
550 hours or less	-0-	(0/3)

6. This tentative agreement is contingent upon adoption by the Board of Supervisors.

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**TENTATIVE AGREEMENT**

COUNTY OF SAN DIEGO:

DEPUTY SHERIFFS' ASSOCIATION OF  
SAN DIEGO COUNTY:

Susan Brazeau DATE: 3-18-11  
SUSAN BRAZEAU

Hank Turner DATE: 3-18-11  
HANK TURNER, PRESIDENT

VERIFICATION

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STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I have read the foregoing COMPLAINT FOR DECLARATORY RELIEF (CCP§1060) AND PETITION FOR WRIT OF MANDATE (CCP §1085), and know its contents.

I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.


I am  an Officer  a partner of \_\_\_\_\_ of \_\_\_\_\_, a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason.  I am informed and believe and on that ground allege that the matters Stated in the foregoing document are true.  The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matter I believe them to be true.

I am one of the attorneys for Deputy Sheriffs' Association of San Diego County, a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on January 3, 2013, at Santa Monica, California.

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

STEPHEN H. SILVER, ESO.  
(TYPE OR PRINT NAME)

  
(SIGNATURE)