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SENT VIA FEDERAL EXPRESS

July 16, 2010

The Honorable Ronald M. George,
Chief Justice, and Associate Justices
California Supreme Court
350 McAllister Street
San Francisco, CA 94102

Re: Retired Employees Association v. County of Orange, No. 09-56026
***Amicus Curiae* Letter Supporting Petition for Review**

Honorable Justices of the California Supreme Court:

Pursuant to the California Rules of Court, rule 8.548(e), the *amici* submit this letter in support of the petition for review in this case. The *amici*, California Community Colleges Independents, the California Federation of Teachers, and the Fresno Unified Retirees Association, consist of current and former faculty, staff, and administrators in California's K-12 public and private schools, Community Colleges, the University of California, and private universities. Independently and collectively, the *amici* have a vital interest in protecting the retirement health benefits of retirees from California counties.

The California Community College Independents ("CCCI") is a membership organization consisting of faculty unions in 13 community college districts. Altogether, these organizations represent upwards of 15,000 community college faculty. Many of these unions have negotiated lifetime, employer-paid retirement health benefits in collective bargaining agreements. CCCI provides a statewide voice for independent faculty unions in issues affecting faculty in the community colleges. CCCI is vitally interested in the approach taken in this case to interpret a public sector collective bargaining agreement governing deferred compensation

The California Federation of Teachers ("CFT") is the California affiliate of the American

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Federation of Teachers. The CFT is composed of 136 local labor unions chartered by the American Federation of Teachers. Altogether, these locals represent more than 130,000 educational employees throughout California, from K-12 school districts to the University of California, and in private schools and universities. The CFT's locals have negotiated more than a thousand collective bargaining agreements, and are intimately familiar with how such agreements are constructed, interpreted and enforced. Many of the CFT's local unions have negotiated lifetime retirement health benefits through the collective bargaining process under the California collective bargaining laws, benefits which are an integral part of their contracts of employment. The CFT and its constituent local unions have for almost 60 years been in the forefront of protecting the rights of their members in regard to negotiated benefits, and are vitally interested in the approach taken in this case to interpret a public sector collective bargaining agreement governing deferred compensation.

The Fresno Unified Retirees Association ("FURA") was created by former classified and certificated employees of the Fresno Unified School District to preserve retirees' District-paid retirement health benefits. FURA was formed to represent all Fresno Unified School District retirees, numbering in the thousands, who served the District as classified employees, certificated employees, including confidential, supervisory and managerial employees. FURA is vitally interested in the approach taken in this case to interpret a public sector collective bargaining agreement governing deferred compensation.

Amici agree with the United States Court of Appeals for the Ninth Circuit that the question of whether, as a matter of California law, a California county and its employees can form an implied contract that confers vested rights to health benefits on retired employees is of great practical importance and the California's highest court is the appropriate forum to address the issue.

Amici agree with Appellant that under California law, implied terms that arise from the parties' course of dealing are equally as important as express terms of a collective bargaining agreement. However, the *amici* believe that California law provides additional reasons to consider the context in which a collective bargaining agreement was negotiated and the terms implied in the contract.

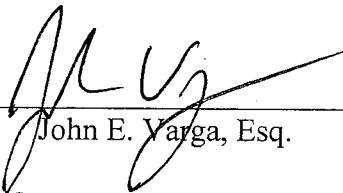
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Because this case will have very real and lasting effects on the landscape of retiree health benefits in California, the *amici* support the United States United States Court of Appeals for the Ninth Circuit and respectfully join in its request that the California Supreme Court exercise its discretion to accept and decide the certified question presented.

Respectfully submitted,

Robert J. Bezemek, Esq.



John E. Yarga, Esq.

LAW OFFICES OF ROBERT J. BEZEMEK
A Professional Corporation

For *Amici Curiae*:
California Community College Independents
California Federation of Teachers
Fresno Unified Retirees Association

Encl.
cc: Attached service list

PROOF OF SERVICE

Case No. 09-56026

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is 1611 Telegraph Avenue, Suite 936, Oakland, California 94612. On **July 16, 2010**, I served the following document described as:

Letter dated July 16, 2010, to The Honorable Ronald M. George, Chief Justice, and Associate Justices, California Supreme Court, Re: Retired Employees Association v. County of Orange, No. 09-56026, *Amicus Curiae* Letter Supporting Petition for Review;

on the following interested partie(s) in this action:

<p><i>For Plaintiff-Appellant Retired Employees Association of Orange County, Inc.:</i></p> <p>Michael Patrick Brown Moscone, Emblidge, & Quadra, LLP 220 Montgomery St., Suite 2100 San Francisco, CA 94109 (415) 362-3599</p>	<p>Rachel Sater Moscone, Emblidge, & Quadra, LLP 220 Montgomery St., Suite 2100 San Francisco, CA 94109 (415) 362-3599</p> <p>Scott Emblidge Moscone, Emblidge, & Quadra, LLP 220 Montgomery St., Suite 2100 San Francisco, CA 94109 (415) 362-3599</p>
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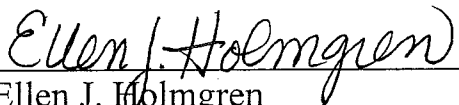
<p><i>For Defendant-Appellee County of Orange:</i></p> <p>Nicholas S. Chrisos OFFICE OF COUNTY COUNSEL 333 W. Santa Ana Blvd., Suite 407 Santa Ana, CA 92702-1379 (714) 834-3300</p> <p>Arthur Anthony Hartinger MEYERS NAVE RIBACK SILVER & WILSON 555 12th St., Suite 1500 Oakland, CA 94607 (510) 808-2000</p>	<p>Teri L. Maksoudian OFFICE OF COUNTY COUNSEL 333 W. Santa Ana Blvd., Suite 407 Santa Ana, CA 92702-1379 (714) 834-3300</p> <p>Neelam Naidu MEYERS NAVE RIBACK SILVER & WILSON 555 - 12th Street, Suite 1500 Oakland, CA 94607 (510) 808-2158</p> <p>Jennifer L. Nock MEYERS NAVE RIBACK SILVER & WILSON 555 - 12th Street, Suite 1500 Oakland, CA 94607 (510) 808-2000</p>
<p><i>For Amicus Curiae League of California Cities, et al.:</i></p> <p>Jonathan V. Holtzman Renne Sloan Holtzman Sakai LLP 350 Sansome Street, Suite 300 San Francisco, CA 94104 (415) 678-3800</p>	

by placing such document(s) listed above in sealed envelope(s), addressed as written above, with postage thereon fully prepaid, in the United States mail at Oakland, California. I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day in the ordinary course of

business. I am aware that on motion of 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.

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

Executed on **July 16, 2010**, at Oakland, California.



Ellen J. Holmgren