

COPY

SETTLEMENT AGREEMENT

1. The parties to this agreement are the San Diego County Employees Retirement Association (“SDCERA”), including its board, the County of San Diego (the “County”), the San Diego County Public Defenders Association (“PDA”), Marian Modrak and Curt L. Owen, and Byron E. Ellsworth and Steven A. Stapel, individually and/or on behalf of a proposed no opt-out settlement class consisting of all past, present, and future members of the San Diego County Employees Retirement Association, including retirees, deferred retirees, and active employees, and all of such members’ survivors, beneficiaries, agents, assigns, and successors in interest (“Class Members”).

The class will consist of two sub-classes:

Sub-class A: All past, present, and future members of the SDCERA employed by the County of San Diego in the capacity of either deputy public defender or alternate deputy public defender, and all of such members’ survivors, beneficiaries, agents, assigns, and successors in interest, with Marian Modrak as sub-class A representative and Barrett J. Foerster of Olins, Foerster & Hayes, as sub-class A counsel;

Sub-class B: All other past, present, and future members of SDCERA, and all of such members’ survivors, beneficiaries, agents, assigns, and successors in interest, with Byron E. Ellsworth and Steven A. Stapel as sub-class B class representatives and Michael A. Conger as sub-class B counsel.

2. Subject to Superior Court of the State of California for the County of San Diego (“the Court”) approval and after notice to Class Members in the manner determined by the Court, the undersigned Parties hereby agree to settle the cases of *San Diego County Public Defender Association, Marian Modrak and Curt L. Owen v. Board of Retirement, San Diego County Employees Retirement Association, and County of San Diego*, San Diego Superior Court Case No. GIC 782445, and *Byron E. Ellsworth, Steven A. Stapel, individually, and on behalf of all other similarly situated v. Board of Retirement, San Diego County Employees Retirement Association, and County of San Diego*, San Diego Superior Court Case No. GIC 787872, consolidated into Case No. 782445 by Court Order dated September 12, 2002, on the terms set forth below (collectively “the Consolidated Case”).

3. The Consolidated Case sought the Court’ determination (the “Class Claims”) as to whether:

- (a) SDCERA violated (i) the provisions of the California Pension Protection Act of 1992 (Proposition 162), and/or article XVI, section 17, subdivision (b), of the California Constitution, or (ii) California Government Code sections 31592 and 31592.2;
- (b) SDCERA and/or the County breached any duty to meet and confer pursuant to California Government Code section 31454.1; and
- (c) a constructive trust can be imposed upon County funds or assets for the purpose of collecting employer contributions to SDCERA that might have otherwise been made prior to June 30, 2004.

4. The undersigned Parties, including all plaintiffs, SDCERA and the County, desire

to settle the Consolidated Case and any and all claims related thereto as to all Class Members. The Parties have agreed to settle the Consolidated Case on the terms set forth in this agreement ("Settlement Agreement").

DEFINITIONS

5. The following words and phrases, as used in this Settlement Agreement, shall have the indicated meanings. (Some capitalized terms have been defined elsewhere in this Settlement Agreement, as indicated.)

"active" – means the status of a Member who is currently employed by the County of San Diego, the Superior Court of the State of California for the County of San Diego or other employer participating in SDCERA.

"ancillary benefit" – means any retirement benefit which may be granted a Member or beneficiary within the sole discretion of SDCERA, without approval from the County;

"ancillary benefit reserve" – means a reserve established to pay any ancillary benefit;

"beneficiary" – means an individual designated by a Member, or by statute, or by judicial order to receive retirement benefits from SDCERA.

"Class" – means a no-opt-out Class, certified by the Court, consisting of the existing individual plaintiffs, as designated class representatives, and all Class Members.

"Class Counsel" – as used in this Settlement Agreement, the term "Class Counsel" shall be: (a) Barrett J. Foerster, Olins, Foerster & Hayes, 2214 Second Avenue, San Diego, CA 92101 on behalf of all Sub-class A and (b) Michael A. Conger, Post

Office Box 9374, Rancho Santa Fe, CA 92067 for Sub-class B.

Class Member” – means each individual Member, as defined herein, and all of said individual Member’s survivors, beneficiaries, assigns and successors-in-interest.

“COLA” – means a cost-of-living allowance.

“deferred” – means the status of a Member who terminated active employment with the County of San Diego, the Superior Court of the State of California for the County of San Diego or other employer participating in SDCERA, who left any contributions and accumulated interest on deposit with SDCERA, and who can elect to retire when eligible.

“Excess Earnings” – means the surplus of earnings both exceeding the assumed actuarial rate of return, presently 8.25% (but subject to adjustment by SDCERA), and exceeding one percent (1%) of the total assets of the SDCERA retirement fund as that term is used in California Government Code section 31592.2.

“Member” – means each past, present and future individual member of SDCERA including retirees (whether receiving a service or disability retirement), deferred retirees and active employees.

“Parties” – means the SDCERA, the County, and all designated class representatives, in their individual capacities and as class representatives.

“retired” – means the status of a Member who is no longer an active SDCERA Member and who receives a retirement allowance, whether a service or disability retirement.

“STAR COLA” – means the SDCERA supplemental targeted adjustment for

retirees COLA policy, which currently protects the purchasing power of retired members' allowances from falling below a defined percentage of the pension value at the time of their individual retirement.

"Undistributed Reserve" – means the accumulation of Excess Earnings in the reserve against deficiencies as described by California Government Code §31592 and §31592.2.

SETTLEMENT OF ACTION

6. IT IS HEREBY AGREED by, between and among the Parties that the Consolidated Case and any and all related matters that were or could have been raised by the Consolidated Case are hereby settled and compromised in full, and will be dismissed on the merits and with prejudice on the terms and conditions set forth in this Settlement Agreement. The settlement, compromise and dismissal with prejudice set forth herein shall be subject to approval by the Court following notice to the Class as referenced below. If, prior to Court approval of the settlement, any person or entity shall commence a separate action asserting the same or similar claims, the Parties and their counsel shall file such papers and make such appearances as may be necessary to join the separate action as a part of the Consolidated Case.

APPROVAL OF SETTLEMENT

7. The Parties to this Settlement Agreement agree to make appearances in the Consolidated Case through their attorneys of record as necessary to obtain approval of this Settlement Agreement. The Parties agree to jointly move the Court to approve the Settlement Agreement.

TERMS OF THE SETTLEMENT

8. In consideration of the terms and conditions set forth, and upon approval of the Court, the Consolidated Case shall be dismissed with prejudice, including any and all causes of action alleged on behalf of the Class.

9. In consideration of the settlement of the Consolidated Case and the above-referenced dismissal, SDCERA agrees not to use Excess Earnings in the Undistributed Reserve as actuarial assets for the purpose of determining employer contributions, in any fiscal year after the fiscal year beginning July 1, 2003, or with contributions to be made on or after July 1, 2004, until and unless:

- a. the STAR COLA reserve equals or exceeds the amount and terms specified in California Government Code section 31874.3, subdivision (c);
- b. the health benefit premium reimbursement provided to retirees equals their premium cost up to the highest single member premium rates charged by the two health insurance plans to which the greatest number of County retirees belong, to be paid in a non-taxable manner to the fullest extent possible; and
- c. death benefits are provided (i) in the amount of \$5,000 or (ii) the maximum amount allowed by the County Employees Retirement Law of 1937 ("CERL"), whichever is greater.

For clarification, paragraphs 9(a), (b) and (c) do not impose a requirement upon SDCERA to grant or maintain any level of benefits, except as conditions for the use of Excess Earnings as set forth in this paragraph.

10. If the conditions of paragraphs 9(a), 9(b) and 9(c) have been met for the fiscal year in which the employer contributions are determined, the Parties expressly agree that SDCERA may use Excess Earnings in the Undistributed Reserve as actuarial assets for the purpose of determining employer contributions for the following fiscal year, in any fiscal year after the fiscal year beginning July 1, 2003, or with contributions to be made on or after July 1, 2004. Nothing in this Settlement Agreement is intended to limit or affect the discretion of future SDCERA retirement boards to provide new ancillary benefits in the future.

11. This Settlement Agreement does not address or limit SDCERA's future ability to:

- a. use Excess Earnings in the Undistributed Reserve to credit interest pursuant to California Government Code section 31453; or
- b. transfer Excess Earnings in the Undistributed Reserve to any ancillary benefit reserve; or
- c. pay ancillary benefits; or
- d. use Excess Earnings in the Undistributed Reserve to pay or fund deficiencies in interest earnings in other years, losses on investments, or other contingencies (California Government Code section 31592 and California Government Code section 31592.2), or fund COLA contributions (California Government Code section 31874), health benefits, or any other benefit statutorily permitted to be funded or paid from Excess Earnings in the Undistributed Reserve; or
- e. transfer funds from Excess Earnings in the Undistributed Reserve to County advance reserves under California Government Code section

31592.2; or

- f. adopt the provisions of Article 5.5 of the County Employees Retirement Law of 1937.

12. No funds currently allocated to reserves to pay ancillary benefits and their associated administrative expenses, as of the June 30, 2002 SDCERA Annual Financial Report, including \$285,636,000 in the Health Benefits Reserve, \$5,238,000 in the 401(h) Reserve, and \$60,000,000 in the Star COLA Reserve, may be used for any other purpose, and total ancillary benefits in the aggregate will not be reduced for so long as such reserves permit; except that SDCERA shall be permitted but not required to utilize funds in the Health Benefit Reserve for the purpose of facilitating the payment of health benefits on a tax-free basis.

MEET AND CONFER

13. Pursuant to the provisions of Section 31454.1 of the California Government Code, following receipt by SDCERA of the final actuarial valuation described in Section 31453 ("the Valuation"), SDCERA shall provide a copy of the Valuation to the PDA at least twenty-five (25) days prior to the time SDCERA determines a course of action with respect to the recommendation contained in that Valuation. During this twenty-five (25) day period, the PDA will have the right to request that SDCERA or the County meet and confer with PDA's representatives with respect to the recommendations contained in the Valuation. The meet and confer process shall occur with SDCERA or the County under the conditions described below in paragraphs 14 through 21.

14. There is no right of the PDA or its members to meet and confer with either the County or SDCERA under California Government Code section 31454.1 regarding the independent assumptions and calculations of SDCERA's actuary contained in the Valuation.

15. The right of the PDA to meet and confer under Government Code section 31454.1 is satisfied if either the County or SDCERA meets and confers with the PDA under that Section; further, SDCERA and the County shall have the power to determine whether SDCERA or the County will meet and confer with the PDA under that Section; and further agree that in the absence of any different designation by SDCERA and the County, and except as provided in paragraph 20 of this Settlement Agreement, the meet and confer process with the PDA under Government Code section 31454.1 will be exclusively between the County and the PDA.

16. The right of the PDA to meet and confer under Government Code section 31454.1 does not give rise to any right to reopen collective bargaining on issues not arising under that section.

17. The right of the PDA to meet and confer under Government Code section 31454.1 can be waived through the regular collective bargaining process.

18. The right of the PDA to meet and confer under Government Code section 31454.1 (a) shall not delay or prevent SDCERA from recommending all rates to the County Board of Supervisors at least forty-five (45) days prior to the beginning of the succeeding fiscal year as required in Government Code section 31453; and (b) shall not delay or prevent the County from adopting all rates in accordance with the recommendations of SDCERA not later than ninety (90) days after the beginning of the immediately succeeding fiscal year as required in section 31454; and (c) the PDA shall not attempt to enjoin in any manner SDCERA's recommendations or the County's adoption of those recommended rates.

19. The Parties agree that notwithstanding the County's adoption of the employee and employer contribution and appropriation rates recommended by SDCERA within the time period

specified in Government Code section 31454, and upon request from the PDA, the County shall continue to meet and confer with the PDA regarding the adopted employee and employer contribution and appropriation rates pertaining to PDA members of SDCERA for that fiscal year subject to the limitations set forth in paragraph 20.

20. The Parties agree that, for any fiscal year, the County and the PDA can agree upon an adjustment to the contributions and appropriations pertaining to PDA members of SDCERA so long as, in the judgment of SDCERA, the total contributions and appropriations for that fiscal year are not decreased and any reallocation of the contributions and appropriations are consistent with CERL. If, for any fiscal year in question, SDCERA determines that the adjustment or reallocation of contributions and appropriations agreed upon between the County and the PDA would effectively decrease the overall funding or that the manner of reallocation is inconsistent with CERL, SDCERA will meet with both the PDA and the County to discuss and attempt to resolve any issues of concern to SDCERA that would prevent the implementation of any adjustments or reallocations.

21. The Parties agree that performance of the obligations set forth in paragraphs 13 through 20 of this Settlement Agreement fully satisfies any and all obligations of the County and SDCERA under Government Code section 31454.1 and the Meyers-Milias Brown Act so far as they relate to the PDA with respect to the Valuation and any course of action with respect to the recommendations contained in it.

CLASS CERTIFICATION

22. The Parties agree to stipulate to class certification for the purposes of obtaining Court approval of this settlement only. Should any claims in the Consolidated Case not remain

part of the Class Claims for purposes of obtaining Court approval of this settlement, the stipulation for class certification and the Settlement Agreement shall become null and void.

23. In the event that the proposed settlement does not receive final approval by the Court then:

(a) The class certification for settlement purposes is withdrawn and shall be null and void and have no force and effect;

(b) This Settlement Agreement shall be null and void and shall have no force or effect, and no Party to this Settlement Agreement shall be bound by any of its terms;

(c) This Settlement Agreement, all of its provisions, and all negotiations, statements, and proceedings relating to it shall be without prejudice to the rights of any of the Parties;

(d) All Parties shall be restored to their respective positions existing immediately before the execution of this Settlement Agreement; and

(e) Neither the provisions of this Settlement Agreement, nor the fact of its having been made, shall be admissible or entered into evidence for any purpose whatsoever.

ATTORNEYS' FEES AND COSTS

24. SDCERA and the County will bear their own attorneys' fees and costs associated with this Consolidated Case and full implementation of the Settlement Agreement.

25. SDCERA and the County each agree to pay one half of the reasonable attorneys' fees and costs to plaintiffs in the Consolidated Case to be determined by mutual agreement, or in the absence of mutual agreement, to be determined by the Court, with all parties preserving their right to appeal. Plaintiffs and their counsel, including Class Counsel, agree not to seek attorneys' fees under the "common fund" theory. The Parties expressly acknowledge that the County

reserves the right to contend that the PDA, Marian Modrak and Curt Owen are not entitled to any reasonable attorneys' fees or costs.

26. All plaintiffs and plaintiffs' attorneys, including Michael A. Conger and Law Offices of Michael A. Conger, Terrence Joseph Rizzo, Richard H. Benes, and Olins, Foerster & Hayes waive all claims against SDCERA and the County for any additional attorneys' fees associated with this lawsuit, and agree that they will not take any action or support any action by anyone else to pursue further attorneys' fees from any defendant in connection with the Consolidated Case on the basis of any theory or cause of action whatsoever.

SETTLEMENT REPRESENTS COMPROMISES BY ALL PARTIES

27. This settlement compromises any and all claims that were or might have been asserted in the Consolidated Case, all of which claims are and were disputed. The Parties acknowledge that the terms and conditions of this Settlement Agreement are good and adequate consideration for the dismissal of the Consolidated Case and all claims that were or might have been asserted therein. The releases provided herein as to those claims are not intended in any way to constitute any admission of liability therefor. All Parties and Class Members further gain from the termination of this litigation with its attendant uncertainties and costs.

NOTICE OF SETTLEMENT TO CLASS MEMBERS AND FAIRNESS HEARING

28. The Parties will jointly petition the Court to (a) provide a reasonable Notice of Proposed Settlement and Fairness Hearing to the Class ("Notice"), and (b) schedule a fairness hearing for the Court to consider objections and to approve or reject the terms of the Settlement Agreement. SDCERA and the County will evenly divide and pay the costs associated with providing reasonable notice to the Class. SDCERA will have 20 days after the Court's approval

of the Notice to provide it to the Class.

29. If the Court approves this Settlement Agreement as to all Class Members and as to all Class Claims, the Settlement Agreement and the Order Approving the Settlement Agreement shall bind the Class.

30. If the Court does not approve this Settlement Agreement as to all Class Members and Class Claims, the stipulation for class certification and this Settlement Agreement shall become null and void.

FINALITY OF SETTLEMENT AGREEMENT

31. The Parties agree that this Settlement Agreement, if approved by the Court as to all Class Members and all Class Claims, settles and resolves all issues between and among the Class, the County and SDCERA with respect to all of the matters alleged in the Consolidated Case or released herein. Thereafter all terms, conditions and obligations of this Settlement Agreement shall be binding on the Class, the County and SDCERA.

The Parties further agree that by entering into this Settlement Agreement, the Class, the County and SDCERA waive any right to appeal any of the Court's findings, decisions and orders in the Consolidated Case, except as provided in paragraph 25.

32. The Parties agree that this Settlement Agreement is clear and unambiguous, and agree that respective counsel for the Class, the County and SDCERA drafted it at arm's length. The Parties agree that no parol or other evidence outside this Settlement Agreement may be offered to explain, construe, contradict, or clarify the terms of the Settlement Agreement, the intent of the Parties or their counsel, or the circumstances under which the Settlement Agreement was made or executed. Each Party, and counsel for each Party, has reviewed and revised, or has

had the opportunity to review and revise, this Settlement Agreement, and accordingly, any rules of construction of this state, to the effect that any ambiguities are to be resolved against the drafting party, shall not be employed in the interpretation of this Settlement Agreement or any amendment of it.

AUTHORIZATION TO ENTER INTO SETTLEMENT AGREEMENT

33. Counsel for the plaintiffs represent that they are authorized to enter into this Agreement on behalf of their existing clients. Class Counsel represent that they are seeking to protect the interests of the entire Class.

34. Each of the undersigned plaintiffs represents and certifies that he or she has read this Settlement Agreement and agrees to its terms both individually, and as a representative of the individual Class Members.

35. Each person executing this Settlement Agreement on behalf of any Party represents that he or she is authorized to enter into this Settlement Agreement on behalf of the Party for whom he or she is executing this Settlement Agreement.

CHOICE OF LAW AND EXCLUSIVE FORUM

36. This Settlement Agreement shall be governed by, and interpreted according to, the laws of the State of California.

37. Any action to enforce this Settlement Agreement shall be commenced and maintained in the Superior Court of the State of California for the County of San Diego, and shall not be commenced or maintained in any other court.

RELEASE AND DISCHARGE

38. Effective upon the final approval of this Settlement Agreement by the Court, the

plaintiffs, class representatives, and the Class RELEASE AND DISCHARGE the County, SDCERA, their officers, directors, trustees, board members, employees, attorneys, agents, servants, representatives, beneficiaries, survivors, predecessors, successors, assigns, heirs and executors from any and all claims, demands, causes of action, obligations, damages and liabilities, known and unknown, suspected and unsuspected, that they, or any of them, now own or hold, or at any time heretofore or hereafter may have that were asserted, or that could have been asserted in the Consolidated Case, or that in any way relate to the matters set forth in Paragraph 3, above, or to employer contributions to SDCERA made on or before June 30, 2004, or to any right to meet and confer, or to have their representatives meet and confer, with the County or SDCERA with respect to any actuarial valuation rendered in connection with or in any way related to contributions to SDCERA made on or before June 30, 2004.

This mutual release and discharge does not include the obligations and rights created by this Settlement Agreement.

WAIVER AND RELINQUISHMENT OF UNKNOWN CLAIMS

39. It is understood and agreed that with respect to the releases set forth in this Settlement Agreement, all rights under California Civil Code section 1542 and any similar law of any state or territory of the United States are hereby expressly waived and relinquished by the Parties and the Class upon Court approval. Section 1542 reads as follows:

“CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE.” A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially

affected his settlement with the debtor.”

In waiving and relinquishing the provisions of section 1542 of the California Civil Code, the Parties acknowledge that they may hereafter discover facts, information or evidence in addition to or different from those facts, information or evidence which they now believe to exist to be true, with respect to the subject matter of the Consolidated Case or other matters released herein, including the possibility of further development in the case law. The Parties and the Class Representatives agree that they have taken that possibility into account in determining the amount of consideration to be given under this Settlement Agreement. Further, the Parties and the Class Representatives agree that the releases given herein shall remain in effect as a full and complete general release of the matters described above, notwithstanding discovery of the existence of any such additional or different facts, information or evidence, or developments in the case law. Once this Settlement Agreement has been approved by the Court, all of the releases shall apply to and be binding upon each Class Member.

MISCELLANEOUS PROVISIONS

40. Nothing in this Settlement Agreement shall be interpreted as preventing the County or SDCERA, their agents and their employees from communicating with the Class within the normal course of their business activities.

41. The Settlement Agreement, its terms, and the negotiations and court proceedings relating to this Settlement Agreement shall not be construed as, or offered as, any type of evidence of any kind, against any party, or as an admission or concession of any liability or wrongdoing on the part of any person or entity. The County and SDCERA deny any wrongdoing alleged in the Consolidated Case and do not admit or concede any actual or potential fault,

wrongdoing or liability in connection with any facts or claims that were alleged or could have been alleged in the Consolidated Case.

42. This Settlement Agreement shall be binding upon and for the benefit of the Class and Parties hereto, and their respective predecessors, successors, devisees, assigns, heirs, executors, survivors, beneficiaries, affiliates, representatives, officers, directors, trustees, board members, agents and employees.


43. The Parties and their attorneys agree to cooperate fully with one another, to use their best efforts, and to execute all documents necessary to obtain Court approval of the Settlement Agreement.

44. The headings used in this Settlement Agreement are included for ease of reference, and such headings shall not control the specific language of any provision of this Settlement Agreement.

45. This Settlement Agreement may be signed in counterparts, each of which shall constitute a duplicate original. Executed facsimile copies shall be deemed duplicate originals.

IN WITNESS WHEREOF, the undersigned Parties hereto have duly executed this Settlement Agreement on the following dates, through their authorized representatives as designated below.

NAMED PETITIONERS AND PROPOSED DESIGNATED CLASS REPRESENTATIVES
APPROVED AND AGREED TO BY AND ON BEHALF OF THEMSELVES INDIVIDUALLY
AND AS CLASS REPRESENTATIVES ON BEHALF OF THE CLASS MEMBERS
LAW OFFICES OF MICHAEL A. CONGER

By: 
MICHAEL A. CONGER
Class Counsel on behalf of Class
Representatives Byron E. Ellsworth and
Steven A. Stapel

Dated: 2/12/03


BYRON ELLSWORTH

Dated: 2/12/03

STEVEN STAPEL

Dated: _____

SAN DIEGO COUNTY PUBLIC DEFENDERS ASSOCIATION

OLINS, FOERSTER & HAYES

By: _____
BARRETT J. FOERSTER
Attorneys for Petitioner/Plaintiff
San Diego County Public Defender
Association, Marian Modrak and
Curt L. Owen

Dated: _____

MARIAN MODRAK
San Diego County Public Defender Association

Dated: _____

CURT L. OWEN

Dated: _____

SDCERA

APPROVED AND AGREED TO BY AND ON BEHALF OF THE SAN DIEGO COUNTY
EMPLOYEES RETIREMENT ASSOCIATION

CROWELL & MORING LLP

By: _____
STEVEN P. RICE
Attorneys for Defendant Board of
Retirement, San Diego County
Employees Retirement Association

Dated: _____

BYRON ELLSWORTH

Dated: _____

Steven Stapel

STEVEN STAPEL

Dated: 2/12/03

SAN DIEGO COUNTY PUBLIC DEFENDERS ASSOCIATION

OLINS, FOERSTER & HAYES

By: _____
BARRETT J. FOERSTER
Attorneys for Petitioner/Plaintiff
San Diego County Public Defender
Association, Marian Modrak and
Curt L. Owen

Dated: _____

MARIAN MODRAK

Dated: _____

CURT L. OWEN

Dated: _____

SDCERA

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EMPLOYEES RETIREMENT ASSOCIATION

CROWELL & MORING LLP

By: _____
STEVEN P. RICE
Attorneys for Defendant Board of
Retirement, San Diego County
Employees Retirement Association

Dated: _____

BYRON ELLSWORTH

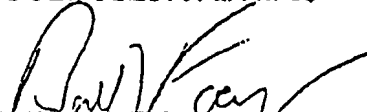
Dated: _____

STEVEN STAPEL

Dated: _____

SAN DIEGO COUNTY PUBLIC DEFENDERS ASSOCIATION

OLINS, FOERSTER & HAYES

By: 
BARRETT J. FOERSTER
Attorneys for Petitioner/Plaintiff
San Diego County Public Defender
Association, Marian Modrak and
Curt L. Owen

Dated: Feb. 13, 2003


MARIAN MODRAK

Dated: Feb 13, 2003

CURT L. OWEN

Dated: _____

SDCERA

APPROVED AND AGREED TO BY AND ON BEHALF OF THE SAN DIEGO COUNTY
EMPLOYEES RETIREMENT ASSOCIATION.

CROWELL & MORING LLP

By: _____
STEVEN P. RICE
Attorneys for Defendant Board of
Retirement, San Diego County
Employees Retirement Association

Dated: _____

BYRON ELLSWORTH

Dated: _____

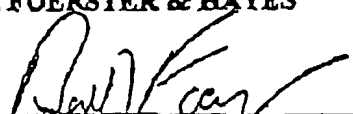
STEVEN STAPEL

Dated: _____

SAN DIEGO COUNTY PUBLIC DEFENDERS ASSOCIATION

OLINS, FOERSTER & HAYES

By:

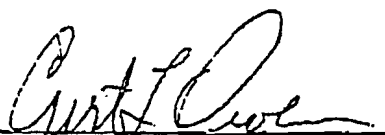

BARRETT J. FOERSTER
Attorneys for Petitioner/Plaintiff
San Diego County Public Defender
Association, Marian Modrak and
Curt L. Owen

Dated:

Feb. 13, 2003

MARIAN MODRAK

Dated: _____


CURT L. OWEN

Dated:

02.13.03

SDCERA

**APPROVED AND AGREED TO BY AND ON BEHALF OF THE SAN DIEGO COUNTY
EMPLOYEES RETIREMENT ASSOCIATION**

CROWELL & MORING LLP

By:

STEVEN P. RICE
Attorneys for Defendant Board of
Retirement, San Diego County
Employees Retirement Association

Dated: _____

BYRON ELLSWORTH

Dated: _____

STEVEN STAPEL

Dated: _____

SAN DIEGO COUNTY PUBLIC DEFENDERS ASSOCIATION

OLINS, FOERSTER & HAYES

By: _____
BARRETT J. FOERSTER
Attorneys for Petitioner/Plaintiff
San Diego County Public Defender
Association, Marian Modrak and
Curt L. Owen

Dated: _____

MARIAN MODRAK

Dated: _____

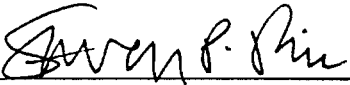
CURT L. OWEN

Dated: _____

SDCERA

APPROVED AND AGREED TO BY AND ON BEHALF OF THE SAN DIEGO COUNTY
EMPLOYEES RETIREMENT ASSOCIATION

CROWELL & MORING LLP

By: 
STEVEN P. RICE
Attorneys for Defendant Board of
Retirement, San Diego County
Employees Retirement Association

Dated: 2/13/03

Brian P. White
BRIAN P. WHITE

Dated: 2/13/03

THE COUNTY OF SAN DIEGO

APPROVED AND AGREED TO BY AND ON BEHALF OF THE COUNTY OF SAN DIEGO

OFFICE OF COUNTY COUNSEL

By: _____
JOHN J. SANSONE
County Counsel

Dated: _____


BRIAN P. WHITE

Dated: _____

THE COUNTY OF SAN DIEGO

APPROVED AND AGREED TO BY AND ON BEHALF OF THE COUNTY OF SAN DIEGO

OFFICE OF COUNTY COUNSEL

By: 

JOHN J. SANSONE
County Counsel

Dated: 2/13/03