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9 Public Employees' Retirement System

10 BOARD OF ADMINISTRATION  
11 CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

12	In the Matter of the Calculation of Final Compensation of	)	AGENCY CASE NO. 2012-0190
13		)	OAH NO.
14	DARRYL HURT,	)	STATEMENT OF ISSUES
15		)	
16	Respondent,	)	Hearing Date: March 12, 2015
17		)	Hearing Location: San Bernardino,
18	and	)	CA
19		)	
20	CITY OF RIVERSIDE,	)	
21		)	
22	Respondent.	)	
23		)	

24 Petitioner California Public Employees' Retirement System (CalPERS), states:

25 I

Petitioner makes and files this Statement of Issues in its official capacity as such and not otherwise.

II

Respondent Darryl Hurt (respondent Hurt) was employed by respondent City of Riverside (respondent City) as a Police Lieutenant from October 8, 1982 through January 18, 2011. Prior to that, respondent Hurt was employed by City of Rialto from April 7, 1981 through July 29, 1981. By virtue of his employment, respondent Hurt is a local safety member of CalPERS.

1 Respondent City is a public agency contracting with CalPERS for retirement  
2 benefits for its eligible employees. The provisions of respondent City's contract with  
3 CalPERS are contained in the Public Employees' Retirement Law (the PERL). (Cal.  
4 Gov. Code §§ 20000 et seq.)

5 CalPERS is a defined benefit plan. Benefits for its members are funded by  
6 member and employer contributions, and by interest and other earnings on those  
7 contributions. The amount of a member's contributions is determined by applying a  
8 fixed percentage to the member's compensation. A public agency's contribution is  
9 determined by applying a rate to the payroll of the agency. Using certain actuarial  
10 assumptions specified by law, the CalPERS Board of Administration sets the employer  
11 contribution rate on an annual basis.

12 III

13 On April 12, 2010, respondent Hurt and respondent City reached a settlement  
14 that awarded respondent Hurt a "special salary adjustment."

15 On or about September 1, 2010, respondent Hurt signed an application for  
16 service pending industrial disability retirement. Respondent Hurt retired for industrial  
17 disability effective January 19, 2011, with 28.913 years of service credit, and has been  
18 receiving his retirement allowance from that date.

19 The amount of a member's service retirement allowance is calculated by  
20 applying a percentage figure, based upon the member's age on the date of retirement,  
21 to the member's years of service and the member's "final compensation." In  
22 computing a member's retirement allowance, CalPERS staff may review the salary  
23 reported by the employer for the member to ensure that only those items allowed  
24 under the PERL will be included in the member's "final compensation" for purposes of

1 calculating the retirement allowance.

2 IV

3 The following provisions of the Government Code, which were in effect at all  
4 times pertinent to this appeal, are relevant to calculation of final compensation:

5 Section 20630 provides in pertinent part:

6 **"Compensation"**

7 (a) As used in this part, "compensation" means the remuneration  
8 paid out of funds controlled by the employer in payment for the  
9 member's services performed during normal working hours or for  
10 time during which the member is excused from work because of  
11 any of the following:

12 (1) Holidays.

13 (2) Sick leave.

14 (3) Industrial disability leave, during which, benefits are payable  
15 pursuant to Sections 4800 and 4850 of the Labor Code, Article 4  
16 (commencing with Section 19869) of Chapter 2.5 of Part 2.6, or  
17 Section 44043 or 87042 of the Education Code.

18 (4) Vacation.

19 (5) Compensatory time off.

20 (6) Leave of absence.

21 (b) When compensation is reported to the board, the employer shall  
22 identify the pay period in which the compensation was earned  
23 regardless of when reported or paid. Compensation shall be  
24 reported in accordance with Section 20636 and shall not exceed  
25 compensation earnable, as defined in Section 20636.

Section 20636 provides in pertinent part:

26 **"Compensation Earnable"**

27 (a) "Compensation earnable" by a member means the payrate and  
28 special compensation of the member, as defined by subdivisions  
29 (b), (c), and (g), and as limited by Section 21752.5.

30 (b) (1) "Payrate" means the normal monthly rate of pay or base pay  
31 of the member paid in cash to similarly situated members of the  
32 same group or class of employment for services rendered on a full-  
33 time basis during normal working hours, pursuant to publicly  
34 available pay schedules. "Payrate," for a member who is not in a  
35 group or class, means the monthly rate of pay or base pay of the  
36 member, paid in cash and pursuant to publicly available pay  
37 schedules, for services rendered on a full-time basis during normal

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working hours, subject to the limitations of paragraph (2) of subdivision (e).

(2) "Payrate" shall include an amount deducted from a member's salary for any of the following:

(A) Participation in a deferred compensation plan.

(B) Payment for participation in a retirement plan that meets the requirements of Section 401(k) of Title 26 of the United States Code.

(C) Payment into a money purchase pension plan and trust that meets the requirements of Section 401(a) of Title 26 of the United States Code.

(D) Participation in a flexible benefits program.

(3) The computation for a leave without pay of a member shall be based on the compensation earnable by him or her at the beginning of the absence.

(4) The computation for time prior to entering state service shall be based on the compensation earnable by him or her in the position first held by him or her in state service.

(c) (1) Special compensation of a member includes a payment received for special skills, knowledge, abilities, work assignment, workdays or hours, or other work conditions.

(2) Special compensation shall be limited to that which is received by a member pursuant to a labor policy or agreement or as otherwise required by state or federal law, to similarly situated members of a group or class of employment that is in addition to payrate. If an individual is not part of a group or class, special compensation shall be limited to that which the board determines is received by similarly situated members in the closest related group or class that is in addition to payrate, subject to the limitations of paragraph (2) of subdivision (e).

(3) Special compensation shall be for services rendered during normal working hours and, when reported to the board, the employer shall identify the pay period in which the special compensation was earned.

(4) Special compensation may include the full monetary value of normal contributions paid to the board by the employer, on behalf of the member and pursuant to Section 20691, if the employer's labor policy or agreement specifically provides for the inclusion of the normal contribution payment in compensation earnable.

(5) The monetary value of a service or noncash advantage furnished by the employer to the member, except as expressly and specifically provided in this part, is not special compensation unless regulations promulgated by the board specifically determine that value to be "special compensation."

(6) The board shall promulgate regulations that delineate more specifically and exclusively what constitutes "special compensation"



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as used in this section. A uniform allowance, the monetary value of employer-provided uniforms, holiday pay, and premium pay for hours worked within the normally scheduled or regular working hours that are in excess of the statutory maximum workweek or work period applicable to the employee under Section 201 et seq. of Title 29 of the United States Code shall be included as special compensation and appropriately defined in those regulations.

- (7) Special compensation does not include any of the following:  
(A) Final settlement pay.  
(B) Payments made for additional services rendered outside of normal working hours, whether paid in lump sum or otherwise.  
(C) Any other payments the board has not affirmatively determined to be special compensation.

(d) Notwithstanding any other provision of law, payrate and special compensation schedules, ordinances, or similar documents shall be public records available for public scrutiny.

(e) (1) As used in this part, "group or class of employment" means a number of employees considered together because they share similarities in job duties, work location, collective bargaining unit, or other logical work-related grouping. One employee may not be considered a group or class.

(2) Increases in compensation earnable granted to an employee who is not in a group or class shall be limited during the final compensation period applicable to the employees, as well as the two years immediately preceding the final compensation period, to the average increase in compensation earnable during the same period reported by the employer for all employees who are in the same membership classification, except as may otherwise be determined pursuant to regulations adopted by the board that establish reasonable standards for granting exceptions.

(f) As used in this part, "final settlement pay" means any pay or cash conversions of employee benefits that are in excess of compensation earnable, that are granted or awarded to a member in connection with, or in anticipation of, a separation from employment. The board shall promulgate regulations that delineate more specifically what constitutes final settlement pay.

V

The Board of Administration defines "final settlement pay" in California Code of Regulations, Title 2, Section 570, which provides in pertinent part:

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"Final settlement pay" means any pay or cash conversions of employee benefits in excess of compensation earnable, that are granted or awarded to a member in connection with or in anticipation of a separation from employment. Final settlement pay is excluded from payroll reporting to PERS, in either pay rate or compensation earnable.

For example, final settlement pay may consist of severance pay or so-called "golden parachutes". It may be based on accruals over a period of prior service. It is generally, but not always, paid during the period of final compensation. It may be paid in either lump-sum, or periodic payments.

Final settlement pay may take the form of any item of special compensation not listed in Section 571. It may also take the form of a bonus, retroactive adjustment to payrate, conversion of special compensation to payrate, or any other method of payroll reported to PERS.

Pursuant to Government Code section 20636(c)(6), the Board of Administration exclusively delineated all items which constitute "special compensation," in California Code of Regulations, Title 2, Section 571. This regulation provides in pertinent part:

(a) The following list exclusively identifies and defines special compensation items for members employed by contracting agency and school employers that must be reported to CalPERS if they are contained in a written labor policy or agreement:

- (1) INCENTIVE PAY  
.....
- (2) EDUCATIONAL PAY  
.....
- (3) PREMIUM PAY  
.....
- (4) SPECIAL ASSIGNMENT PAY  
.....
- (5) STATUTORY ITEMS  
.....

(b) The Board has determined that all items of special compensation listed in subsection (a) are:

- (1) Contained in a written labor policy or agreement;

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- (2) Available to all members in the group or class;
- (3) Part of normally required duties;
- (4) Performed during normal hours of employment;
- (5) Paid periodically as earned;
- (6) Historically consistent with prior payments for the job classification;
- (7) Not paid exclusively in the final compensation period;
- (8) Not final settlement pay; and,
- (9) Not creating an unfunded liability over and above PERS' actuarial assumptions.

(c) Only items listed in subsection (a) have been affirmatively determined to be special compensation. All items of special compensation reported to PERS will be subject to review for continued conformity with all of the standards listed in subsection (b).

(d) If an item of special compensation is not listed in subsection (a), or is out of compliance with any of the standards in subsection (b) as reported for an individual, then it shall not be used to calculate final compensation for that individual.

**VI**

CalPERS reviewed respondent Hurt's compensation in the form of a "special salary adjustment" reported to CalPERS by respondent City and determined it is not eligible to be included in the calculation of final compensation.

**VII**

By letter dated September 14, 2011, respondent Hurt was notified of CalPERS' determination and was advised of his appeal rights.

**VIII**

By letter dated October 28, 2011, respondent Hurt filed a timely appeal, and has requested an administrative hearing.

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IX

This appeal is limited to the issue of whether compensation in the form of a "special salary adjustment" pursuant to a settlement agreement between respondent Hurt and respondent City, can be included in the calculation of respondent Hurt's final compensation.

BOARD OF ADMINISTRATION, CALIFORNIA  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Dated: 9/19/2014

BY



RENEE OSTRANDER  
Acting Division Chief  
Customer Account Services Division

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8 Attorneys for Petitioner California  
9 Public Employees' Retirement System

10 BOARD OF ADMINISTRATION  
11 CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

12	In the Matter of the Calculation of Final Compensation of	)	AGENCY CASE NO. 2012-0191
13		)	OAH NO.
14	TIMOTHY BACON,	)	STATEMENT OF ISSUES
15		)	
16	Respondent,	)	Hearing Date: March 12, 2015
17		)	Hearing Location: San Bernardino,
18	and	)	CA
19		)	
20	CITY OF RIVERSIDE,	)	
21		)	
22	Respondent.	)	

23 Petitioner California Public Employees' Retirement System (CalPERS), states:

24 I

25 Petitioner makes and files this Statement of Issues in its official capacity as such  
and not otherwise.

II

Respondent Timothy Bacon (respondent Bacon) was employed by respondent  
City of Riverside (respondent City) as a Police Lieutenant from September 2, 1983 to  
July 16, 2010. By virtue of his employment, respondent Bacon is a local safety  
member of CalPERS.

Respondent City is a public agency contracting with CalPERS for retirement

1 benefits for its eligible employees. The provisions of respondent City's contract with  
2 CalPERS are contained in the Public Employees' Retirement Law (the PERL). (Cal.  
3 Gov. Code §§ 20000 et seq.)

4 CalPERS is a defined benefit plan. Benefits for its members are funded by  
5 member and employer contributions, and by interest and other earnings on those  
6 contributions. The amount of a member's contributions is determined by applying a  
7 fixed percentage to the member's compensation. A public agency's contribution is  
8 determined by applying a rate to the payroll of the agency. Using certain actuarial  
9 assumptions specified by law, the CalPERS Board of Administration sets the employer  
10 contribution rate on an annual basis.

11 III

12 On April 12, 2010, respondent Bacon and respondent City reached a settlement  
13 that awarded respondent Bacon a "special salary adjustment."

14 On June 28, 2010, respondent Bacon signed an application for service pending  
15 industrial disability retirement. Respondent Bacon retired for industrial disability  
16 effective July 17, 2010, with 27.03 years of service credit, and has been receiving his  
17 retirement allowance from that date.

18 The amount of a member's service retirement allowance is calculated by  
19 applying a percentage figure, based upon the member's age on the date of retirement,  
20 to the member's years of service and the member's "final compensation." In  
21 computing a member's retirement allowance, CalPERS staff may review the salary  
22 reported by the employer for the member to ensure that only those items allowed  
23 under the PERL will be included in the member's "final compensation" for purposes of  
24 calculating the retirement allowance.



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IV

The following provisions of the Government Code, which were in effect at all times pertinent to this appeal, are relevant to calculation of final compensation:

Section 20630 provides in pertinent part:

**“Compensation”**

(a) As used in this part, "compensation" means the remuneration paid out of funds controlled by the employer in payment for the member's services performed during normal working hours or for time during which the member is excused from work because of any of the following:

- (1) Holidays.
- (2) Sick leave.
- (3) Industrial disability leave, during which, benefits are payable pursuant to Sections 4800 and 4850 of the Labor Code, Article 4 (commencing with Section 19869) of Chapter 2.5 of Part 2.6, or Section 44043 or 87042 of the Education Code.
- (4) Vacation.
- (5) Compensatory time off.
- (6) Leave of absence.

(b) When compensation is reported to the board, the employer shall identify the pay period in which the compensation was earned regardless of when reported or paid. Compensation shall be reported in accordance with Section 20636 and shall not exceed compensation earnable, as defined in Section 20636.

Section 20636 provides in pertinent part:

**“Compensation Earnable”**

(a) "Compensation earnable" by a member means the payrate and special compensation of the member, as defined by subdivisions (b), (c), and (g), and as limited by Section 21752.5.

(b) (1) "Payrate" means the normal monthly rate of pay or base pay of the member paid in cash to similarly situated members of the same group or class of employment for services rendered on a full-time basis during normal working hours, pursuant to publicly available pay schedules. "Payrate," for a member who is not in a group or class, means the monthly rate of pay or base pay of the member, paid in cash and pursuant to publicly available pay schedules, for services rendered on a full-time basis during normal working hours, subject to the limitations of paragraph (2) of subdivision (e).

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(2) "Payrate" shall include an amount deducted from a member's salary for any of the following:

- (A) Participation in a deferred compensation plan.
- (B) Payment for participation in a retirement plan that meets the requirements of Section 401(k) of Title 26 of the United States Code.
- (C) Payment into a money purchase pension plan and trust that meets the requirements of Section 401(a) of Title 26 of the United States Code.
- (D) Participation in a flexible benefits program.

(3) The computation for a leave without pay of a member shall be based on the compensation earnable by him or her at the beginning of the absence.

(4) The computation for time prior to entering state service shall be based on the compensation earnable by him or her in the position first held by him or her in state service.

(c) (1) Special compensation of a member includes a payment received for special skills, knowledge, abilities, work assignment, workdays or hours, or other work conditions.

(2) Special compensation shall be limited to that which is received by a member pursuant to a labor policy or agreement or as otherwise required by state or federal law, to similarly situated members of a group or class of employment that is in addition to payrate. If an individual is not part of a group or class, special compensation shall be limited to that which the board determines is received by similarly situated members in the closest related group or class that is in addition to payrate, subject to the limitations of paragraph (2) of subdivision (e).

(3) Special compensation shall be for services rendered during normal working hours and, when reported to the board, the employer shall identify the pay period in which the special compensation was earned.

(4) Special compensation may include the full monetary value of normal contributions paid to the board by the employer, on behalf of the member and pursuant to Section 20691, if the employer's labor policy or agreement specifically provides for the inclusion of the normal contribution payment in compensation earnable.

(5) The monetary value of a service or noncash advantage furnished by the employer to the member, except as expressly and specifically provided in this part, is not special compensation unless regulations promulgated by the board specifically determine that value to be "special compensation."

(6) The board shall promulgate regulations that delineate more specifically and exclusively what constitutes "special compensation" as used in this section. A uniform allowance, the monetary value of employer-provided uniforms, holiday pay, and premium pay for

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hours worked within the normally scheduled or regular working hours that are in excess of the statutory maximum workweek or work period applicable to the employee under Section 201 et seq. of Title 29 of the United States Code shall be included as special compensation and appropriately defined in those regulations.

(7) Special compensation does not include any of the following:

(A) Final settlement pay.

(B) Payments made for additional services rendered outside of normal working hours, whether paid in lump sum or otherwise.

(C) Any other payments the board has not affirmatively determined to be special compensation.

(d) Notwithstanding any other provision of law, payrate and special compensation schedules, ordinances, or similar documents shall be public records available for public scrutiny.

(e) (1) As used in this part, "group or class of employment" means a number of employees considered together because they share similarities in job duties, work location, collective bargaining unit, or other logical work-related grouping. One employee may not be considered a group or class.

(2) Increases in compensation earnable granted to an employee who is not in a group or class shall be limited during the final compensation period applicable to the employees, as well as the two years immediately preceding the final compensation period, to the average increase in compensation earnable during the same period reported by the employer for all employees who are in the same membership classification, except as may otherwise be determined pursuant to regulations adopted by the board that establish reasonable standards for granting exceptions.

(f) As used in this part, "final settlement pay" means any pay or cash conversions of employee benefits that are in excess of compensation earnable, that are granted or awarded to a member in connection with, or in anticipation of, a separation from employment. The board shall promulgate regulations that delineate more specifically what constitutes final settlement pay.

V

The Board of Administration defines "final settlement pay" in California

Code of Regulations, Title 2, Section 570, which provides in pertinent part:

"Final settlement pay" means any pay or cash conversions of employee benefits in excess of compensation earnable, that are granted or awarded to a member in connection with or in

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anticipation of a separation from employment. Final settlement pay is excluded from payroll reporting to PERS, in either pay rate or compensation earnable.

For example, final settlement pay may consist of severance pay or so-called "golden parachutes". It may be based on accruals over a period of prior service. It is generally, but not always, paid during the period of final compensation. It may be paid in either lump-sum, or periodic payments.

Final settlement pay may take the form of any item of special compensation not listed in Section 571. It may also take the form of a bonus, retroactive adjustment to payrate, conversion of special compensation to payrate, or any other method of payroll reported to PERS.

Pursuant to Government Code section 20636(c)(6), the Board of Administration exclusively delineated all items which constitute "special compensation," in California Code of Regulations, Title 2, Section 571. This regulation provides in pertinent part:

(a) The following list exclusively identifies and defines special compensation items for members employed by contracting agency and school employers that must be reported to CalPERS if they are contained in a written labor policy or agreement:

- (1) INCENTIVE PAY .....
- (2) EDUCATIONAL PAY .....
- (3) PREMIUM PAY .....
- (4) SPECIAL ASSIGNMENT PAY .....
- (5) STATUTORY ITEMS .....

(b) The Board has determined that all items of special compensation listed in subsection (a) are:

- (1) Contained in a written labor policy or agreement;
- (2) Available to all members in the group or class;

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- (3) Part of normally required duties;
- (4) Performed during normal hours of employment;
- (5) Paid periodically as earned;
- (6) Historically consistent with prior payments for the job classification;
- (7) Not paid exclusively in the final compensation period;
- (8) Not final settlement pay; and,
- (9) Not creating an unfunded liability over and above PERS' actuarial assumptions.

(c) Only items listed in subsection (a) have been affirmatively determined to be special compensation. All items of special compensation reported to PERS will be subject to review for continued conformity with all of the standards listed in subsection (b).

(d) If an item of special compensation is not listed in subsection (a), or is out of compliance with any of the standards in subsection (b) as reported for an individual, then it shall not be used to calculate final compensation for that individual.

**VI**

CalPERS reviewed respondent Bacon's compensation in the form of a "special salary adjustment" reported to CalPERS by respondent City and determined it is not eligible to be included in the calculation of final compensation.

**VII**

By letter dated September 14, 2011, respondent Bacon was notified of CalPERS' determination and was advised of his appeal rights.

**VIII**

By letter dated October 11, 2011, respondent Bacon filed a timely appeal, and has requested an administrative hearing.

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IX

This appeal is limited to the issue of whether compensation in the form of a "special salary adjustment" pursuant to a settlement agreement between respondent Bacon and respondent City, can be included in the calculation of respondent Bacon's final compensation.

BOARD OF ADMINISTRATION, CALIFORNIA  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Dated: 9/19/2014

BY



RENEE OSTRANDER  
Acting Division Chief  
Customer Account Services Division





California Public Employees' retirement System  
Customer Account Services Division  
Retirement Account Services Section  
P.O. Box 942709  
Sacramento, CA 94229-2709  
TTY: (877) 249-7442  
888 CalPERS (or 888-225-7377) phone • (916) 795-4166 fax  
[www.calpers.ca.gov](http://www.calpers.ca.gov)

September 14, 2011

Jana Maurice  
Payroll Supervisor  
City of Riverside  
3900 Main Street  
Riverside, CA 92522

Dear Ms. Maurice:

This letter is in regard to the compensation that the City of Riverside reported in its payroll reports to the California Public Employees' Retirement System's (CalPERS) on behalf of Darryl Hurt. CalPERS Compensation Review Unit has reviewed the compensation reported on behalf of Mr. Hurt and has found compensation that does not comply with the California Public Employees' Retirement Law (PERL).

The City reported Mr. Hurt's monthly payrate to CalPERS for the period of July 2009 to July 2010 as follows:

Monthly Payrate

\$12,603.55 - 01/10 to 05/10 which equals \$11,562.89 in payrate and \$1,040.66 of 9% Employer Paid Member Contributions (EPMC)

\$14,588.49 - 06/10 to 01/11 which equals \$13,383.93 in payrate and \$1,204.56 of 9% EPMC.

According to the City's publicly available salary schedule report effective October 1, 2010 the maximum monthly salary allowed for the Police Lieutenant position was \$11,563.00. When supporting documentation was requested from the City by CalPERS Compensation Review Unit, the City provided a personnel action notice identifying the salary adjustment as a "special salary adjustment pursuant to a settlement" effective April 13, 2010. The City also stated, "The settlement agreement required Mr. Hurt to be compensated at the level of top step of the Captain range, but he was not formally promoted to the rank of Captain."

Jana Maurice  
September 14, 2011  
Page 2

Compensation reportable to CalPERS must meet all of the criteria outlined in Government Code §20636 "Compensation Earnable" and in the California Code of Regulations (CCR) Section §570 - 571.

GC §20636 states in part:

(b)(1) "Payrate" means the normal monthly rate of pay or base pay of the member paid in cash to similarly situated members of the same group or class of employment for services rendered on a full-time basis during normal working hours, pursuant to publicly available pay schedules.

(f) As used in this part, "final settlement pay" means pay or cash conversions of employee benefits that are in excess of compensation earnable, that are granted or awarded to a member in connection with, or in anticipation of, a separation from employment.

The CCR 570 defines final settlement pay in part as:

"Final settlement pay" means any pay or cash conversions of employee benefits in excess of compensation earnable, that are granted or awarded to a member in connection with or in anticipation of a separation from employment. Final settlement pay is excluded from payroll reporting to PERS, in either pay rate or compensation earnable.

For example, final settlement pay may consist of severance pay or so-called 'golden parachutes'.

Final settlement pay may take the form of any item of special compensation not listed in Section 571. It may also take the form of a bonus, retroactive adjustment to payrate, conversion of special compensation to payrate, or any other method of payroll reported to PERS.

All special compensation included was reported correctly and will be used in Mr. Hurt's retirement calculation. CalPERS requests that the City of Riverside correct the reported increased monthly payrate of \$14,588.49 to \$12,603.55, which includes EPMC, for the June 2010 to January 2011 reporting in order to recover the contributions paid for this benefit. Please be aware, Mr. Hurt's current monthly retirement allowance has already taken this adjustment into account.

You have the right to appeal the decision referred to in this letter if you desire to do so, by filing a written appeal with CalPERS, in Sacramento, within **thirty days of the date of the mailing of this letter**, in accordance with Government Code section 20134 and sections 555-555.4, Title 2, California Code of Regulations. An appeal, if filed, should

Jana Maurice  
September 14, 2011  
Page 3

set forth the factual basis and legal authorities for such appeal. A copy of the applicable statute and Code of Regulations sections are included for your reference. If you file an appeal, the Legal Office will contact you and handle all requests for information.

Your appeal will be set for hearing with the Office of Administrative Hearings (OAH). The assigned CalPERS attorney will contact you to coordinate a hearing date. Depending on the current caseload of the OAH and the assigned attorney, the hearing date may be set

several months after the case is opened. The OAH will typically offer its earliest available hearing date that meets the schedule of both parties.

If you choose not to be represented by an attorney, the assigned CalPERS lawyer will be in direct communication with you during the appeal process. If you do hire an attorney, please let CalPERS know immediately so our attorney can work directly with him or her.

Enclosed is an informational brochure on the General Procedures for Administrative Hearings.

After the hearing is completed, the Administrative Law Judge will issue a Proposed Decision in approximately 30 days. The CalPERS Board of Administration will then make a determination whether to accept or reject that Proposed Decision. If the Board rejects the Proposed Decision, they will hold a Full Board Hearing in order to review the entire hearing record again before finalizing their decision.

Your appeal should be mailed to the following address:

DARRYL J. WATSON, Chief  
Customer Account Services Division  
P.O. Box 942709  
Sacramento, CA 94229-2709

If you have any questions or concerns regarding this matter, please contact Jody Cozad, manager at (888) CalPERS (or 888-225-7377).

Sincerely,



TOMI JIMENEZ, Manager  
Compensation and Employer Review  
Customer Account Services Division

Enclosures

cc: Darryl Hurt  
Darryl J. Watson



**California Public Employees' Retirement System**  
**Customer Account Services Division**  
**Retirement Account Services Section**  
P.O. Box 942709  
Sacramento, CA 94229-2709  
TTY: (877) 249-7442  
**888 CalPERS** (or **888-225-7377**) phone • (916) 795-4166 fax  
[www.calpers.ca.gov](http://www.calpers.ca.gov)

September 14, 2011

Jana Maurice  
Payroll Supervisor  
City of Riverside  
3900 Main Street  
Riverside, CA 92522

Dear Ms. Maurice:

This letter is in regard to the compensation that the City of Riverside reported in its payroll reports to the California Public Employees' Retirement System's (CalPERS) on behalf of Timothy Bacon. CalPERS Compensation Review Unit has reviewed the compensation reported on behalf of Mr. Bacon and has found compensation that does not comply with the California Public Employees' Retirement Law (PERL).

The City reported Mr. Bacon's monthly payrate to CalPERS for the period of July 2009 to July 2010 as follows:

**Monthly Payrate**

\$12,603.55 - 07/09 to 05/10 which equals \$11,562.89 in payrate and \$1,040.66 of 9% Employer Paid Member Contributions (EPMC)

\$14,588.49 - 06/10 to 07/10 which equals \$13,383.93 in payrate and \$1,204.56 of 9% EPMC.

According to the City's publicly available salary schedule report effective October 1, 2010 the maximum monthly salary allowed for the Police Lieutenant position was \$11,563.00. When supporting documentation was requested from the City by CalPERS Compensation Review Unit, the City provided a personnel action notice identifying the monthly salary adjustment of \$13,384 as a "special salary adjustment pursuant to a settlement" effective April 13, 2010.

Compensation reportable to CalPERS must meet all of the criteria outlined in Government Code §20636 "Compensation Earnable" and in the California Code of Regulations (CCR) Section §570 - 571.

Jana Maurice  
September 14, 2011  
Page 2

GC §20636 states in part:

(b)(1) "Payrate" means the normal monthly rate of pay or base pay of the member paid in cash to similarly situated members of the same group or class of employment for services rendered on a full-time basis during normal working hours, pursuant to publicly available pay schedules.

(f) As used in this part, "final settlement pay" means pay or cash conversions of employee benefits that are in excess of compensation earnable, that are granted or awarded to a member in connection with, or in anticipation of, a separation from employment.

The CCR 570 defines final settlement pay in part as:

"Final settlement pay" means any pay or cash conversions of employee benefits in excess of compensation earnable, that are granted or awarded to a member in connection with or in anticipation of a separation from employment. Final settlement pay is excluded from payroll reporting to PERS, in either pay rate or compensation earnable.

For example, final settlement pay may consist of severance pay or so-called 'golden parachutes'.

Final settlement pay may take the form of any item of special compensation not listed in Section 571. It may also take the form of a bonus, retroactive adjustment to payrate, conversion of special compensation to payrate, or any other method of payroll reported to PERS.

All special compensation included was reported correctly and will be used in Mr. Bacon's retirement calculation. CalPERS requests that the City of Riverside correct the reported increased monthly payrate of \$14,588.49 to \$12,603.55, which includes EPMC, for the June and July 2010 reporting in order to recover the contributions paid for this benefit. Please be aware, Mr. Bacon's current monthly retirement allowance has already taken this adjustment into account.

You have the right to appeal the decision referred to in this letter if you desire to do so, by filing a written appeal with CalPERS, in Sacramento, within **thirty days of the date of the mailing of this letter**, in accordance with Government Code section 20134 and sections 555-555.4, Title 2, California Code of Regulations. An appeal, if filed, should set forth the factual basis and legal authorities for such appeal. A copy of the applicable statute and Code of Regulations sections are included for your reference. If you file an appeal, the Legal Office will contact you and handle all requests for information.

Jana Maurice  
September 14, 2011  
Page 3

Your appeal will be set for hearing with the Office of Administrative Hearings (OAH). The assigned CalPERS attorney will contact you to coordinate a hearing date. Depending on the current caseload of the OAH and the assigned attorney, the hearing date may be set several months after the case is opened. The OAH will typically offer its earliest available hearing date that meets the schedule of both parties.

If you choose not to be represented by an attorney, the assigned CalPERS lawyer will be in direct communication with you during the appeal process. If you do hire an attorney, please let CalPERS know immediately so our attorney can work directly with him or her.

Enclosed is an informational brochure on the General Procedures for Administrative Hearings.

After the hearing is completed, the Administrative Law Judge will issue a Proposed Decision in approximately 30 days. The CalPERS Board of Administration will then make a determination whether to accept or reject that Proposed Decision. If the Board rejects the Proposed Decision, they will hold a Full Board Hearing in order to review the entire hearing record again before finalizing their decision.

Your appeal should be mailed to the following address:

DARRYL J. WATSON, Chief  
Customer Account Services Division  
P.O. Box 942709  
Sacramento, CA 94229-2709

If you have any questions or concerns regarding this matter, please contact Jody Cozad, manager, at (888) 225-7377.

Sincerely,



TOMI JIMENEZ, Manager  
Compensation and Employer Review  
Customer Account Services Division

Enclosures

cc: Timothy Bacon  
Darryl Watson





THE FOLLOWING PUBLIC SAFETY  
UNIONS:

**LACKIE, DAMMEIER & MCGILL**  
A PROFESSIONAL CORPORATION

367 NORTH SECOND AVENUE  
UPLAND, CALIFORNIA 91786  
TELEPHONE: (909) 985-4003  
FACSIMILE: (909) 985-3299  
EMAIL: office@policeattorney.com  
WEBSITE: www.policeattorney.com

DIETER C. DAMMEIER  
MICHAEL A. MCGILL  
SAKU E. ETHIR  
ANDREW M. DAWSON  
MICHAEL A. MORGUESS  
STEVEN J. BROCK  
ROBIN L. SERGI  
KIMBERLY D. RILEY  
JOHN H. BAKHIT  
RUSSELL M. PERRY  
CHRISTOPHER L. GASPARD  
CAROLINA VERONICA CUTLER  
MICHAEL MCCOY  
PETER J. HORTON  
KASEY A. CASTILLO  
DALE G. NOWICKI

October 11, 2011

**VIA OVERNIGHT DELIVERY**

DARRYL J. WATSON, Chief  
Customer Account Services Division  
P.O. Box 942709  
Sacramento, CA, 94229-2709

OF COUNSEL  
MICHAEL D. LACKIE, APC

SENDER'S EMAIL:  
RUSSELL@POLICEATTORNEY.COM

Dear Mr. Watson,

My office currently represents Timothy Bacon. Please accept this letter as written confirmation that Mr. Bacon will appeal the decision by the California Public Employees' Retirement System's (CalPERS) Compensation Review Unit, reducing the amount he will receive in retirement payments. The statutes and regulations cited in the denial letter do not apply in Mr. Bacon's case.


Mr. Bacon sued the City of Riverside in Federal Court, Case No. CV 08-6377 PA, and asserted that he was passed up for promotion to Captain due to participation in activities protected by the First Amendment. While the City of Riverside disputed liability they eventually settled the case and paid Mr. Bacon monetary compensation, including back-pay at the Captain rate in lieu of promotion. The terms of the settlement were approved by the Riverside City Council and they are subject to enforcement by the United States District Court. Mr. Bacon was essentially promoted to Captain and he is entitled to all the benefits afforded to him as a result.

I have attached a copy of the Court Reporter's Transcript of the Status Conference, where the terms of the settlement were entered into the record.

Please contact me if you have any questions.

Very truly yours,

LACKIE, DAMMEIER & MCGILL, APC

  
Russell M. Perry

Enclosure

BEFORE THE  
BOARD OF ADMINISTRATION  
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM  
STATE OF CALIFORNIA

In the Matter of the Statement of Issues Against:  DARRYL HURT,  Respondent.	Case No. 2012 0190  OAH No. 2014090777
In the Matter of the Statement of Issues Against:  TIMOTHY BACON,  Respondent.	Case No. 2012 0191  OAH No. 2014090781  ORDER CONSOLIDATING MATTERS AND SETTING HEARING DATE

Renee Salazar, Senior Staff Attorney, represents California Public Employees Retirement System.

Joseph Bolander, Attorney at Law, represents respondents.

The Hurt matter is set for hearing on May 15, 2015. The Bacon matter is set for hearing on May 28, 2015.

CONSOLIDATING MATTERS FOR HEARING

On January 22, 2015, the Office of Administrative Hearings (OAH) received the parties' joint motion to consolidate these matters. Counsel represent that both cases involve the question of whether compensation in the form of a "special salary adjustment" pursuant to a settlement agreement can be included in the calculation of final compensation for purposes of calculating the level of retirement benefits. Certain witnesses will testify in both cases.

Good cause appearing and pursuant to Government Code section 11507.3, these matters are consolidated for trial.

At the hearing, the administrative law judge, after consulting with the parties, shall determine whether these matters should be consolidated for decision or whether separate decisions should be written. California Code of Regulations, title 1, section 1016, subdivision (d), requires the judge to prepare separate decisions unless the agency requests or agrees otherwise.

#### CONTINUANCE TO DATE CERTAIN

The hearing in the consolidated cases will take place on May 28, 2015. The May 15, 2015, date is vacated.

The parties shall immediately notify all potential witnesses of the hearing date. A witness will not be regarded as unavailable for purposes of showing "good cause" to continue the hearing pursuant to Government Code section 11524 if a party has failed to notify the witness of the hearing dates promptly.

No later than ten days from the date of this order, counsel for complainant shall send notice of the time, date, and place of the hearing to all other parties. Counsel for complainant shall file a copy of the notice and proof of service with the calendar clerk at OAH.

#### OTHER MATTERS

In a case in which the hearing is not being held at OAH San Diego, counsel for the complainant shall obtain an appropriate hearing room with appropriate space and appropriate furnishings.

Proceedings before the Office of Administrative Hearings may be governed by the Administrative Procedure Act (Gov. Code, §§ 11370-11529) and regulations relating to general APA hearing procedures (Cal. Code Regs., tit. 1, §§ 1000-1050). Parties to proceedings before the Office of Administrative Hearings should refer to these statutes and regulations for applicable procedures and requirements.

An administrative law judge may impose sanctions and/or certify the record for contempt, if a party fails to comply with the requirements of this order or any other law applicable to this proceeding. (See Gov. Code §§ 11455.10-11455.30.)

It is so ordered.

Dated: January 22, 2015.



ROBERT WALKER  
Presiding Administrative Law Judge  
Office of Administrative Hearings

**DECLARATION OF SERVICE**

**Case Name: Hurt, Darryl**  
**Case Name: Bacon, Timothy**

**OAH No.: 2014090777**  
**OAH No.: 2014090781**

I, Faith Dix, declare as follows: I am over 18 years of age and am not a party to this action. I am employed by the Office of Administrative Hearings. My business address is 1350 Front Street, Suite 3005, San Diego, CA 92101. On January 23, 2015, I served a copy of the following document(s) in the action entitled above:

**ORDER CONSOLIDATING MATTERS AND SETTING HEARING DATE**

to each of the person(s) named below at the addresses listed after each name by the following method(s):

Joseph Bolander  
Gaspard Castillo Winter Harper, APC  
3333 Concourse Street, Building 4, Suite 4100  
Ontario, CA 91764  
VIA FACSIMILE (909) 466-5610

Renee Salazar  
Senior Staff Attorney  
CalPERS  
PO Box 942707  
Sacramento, CA 94229-2707  
VIA FACSIMILE (916) 795-3659

**Fax Transmission.** Based upon agreement of the parties to accept service by fax transmission, I personally transmitted the above-described document(s) to the person(s) at the fax number(s) listed above, from fax machine number (916) 376-6325, pursuant to Government Code section 11440.20 and California Code of Regulations, title 1, section 1008, subdivision (d).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. This declaration was executed at San Diego, California on January 23, 2015.



\_\_\_\_\_  
Faith Dix, Declarant



1 MATTHEW G. JACOBS, GENERAL COUNSEL  
2 RENEE SALAZAR, SENIOR STAFF ATTORNEY, SBN 214042  
3 CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM  
4 Lincoln Plaza North, 400 "Q" Street, Sacramento, CA 95811  
5 P. O. Box 942707, Sacramento, CA 94229-2707  
6 Telephone: (916) 795-3675  
7 Facsimile: (916) 795-3659

8 Attorneys for California Public  
9 Employees' Retirement System

10 BOARD OF ADMINISTRATION  
11 CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

12	In the Matter of the Application for Final Compensation:	)	CASE NO. 2012-0190
13		)	OAH NO. 2014090777
14	DARRYL HURT,	)	
15	Respondent,	)	CASE NO. 2012-0191
16		)	OAH NO. 2014090781
17	TIMOTHY BACON	)	NOTICE OF CONSOLIDATED HEARINGS
18	Respondent,	)	
19		)	(Pursuant to Gov. Code, § 11509)
20	and	)	
21	CITY OF RIVERSIDE,	)	ALJ: To Be Assigned
22		)	Hearing Date: May 28, 2015
23	Respondent.	)	Hearing Location: San Bernardino

24 TO THE RESPONDENT(S) above named: Darryl Hurt and Timothy Bacon by  
25 service on their attorney of record Joseph Bolander; and City of Riverside, by service  
on its Personnel Officer.

YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that the hearing of the  
Statement of Issues in the above-entitled matter has been set and will be held before  
an Administrative Law Judge of the Office of Administrative Hearings of the State of  
California at: San Bernardino Regional Office, 650 E. Hospitality Lane, Suite 330,  
San Bernardino, CA 92408, for 1 day on May 28, 2015 at 10:00 am, upon the  
charges made in the Statement of Issues served upon the respondent. If you object to



1 the place of hearing, you must notify the presiding officer within 10 days after this  
2 notice is served on you. Failure to notify the presiding officer within 10 days will  
3 deprive you of a change in the place of the hearing. You may contact Robert Walker,  
4 Presiding Administrative Law Judge of the Office of Administrative Hearings San Diego  
5 at (619) 525-4475.

6 You may be present at the hearing. You have a right to be represented by an  
7 attorney at your own expense. You are not entitled to the appointment of an attorney  
8 to represent you at public expense. You are entitled to represent yourself without legal  
9 counsel. You may present any relevant evidence and will be given full opportunity to  
10 cross-examine all witnesses testifying against you. You are expected to be ready to  
11 proceed with your case at the time of hearing. Failure to appear at the hearing, either  
12 through an attorney or personally, if you do not have an attorney, may result in a  
13 default. This means that CalPERS' decision will be upheld irrespective of any  
14 evidence that may or may not be introduced in your absence.

15 You have a right to an interpreter if you do not proficiently speak or understand  
16 English. If you need an interpreter, you must notify CalPERS immediately so that  
17 appropriate arrangements can be made.

18 You are entitled to the issuance of subpoenas to compel the attendance of  
19 witnesses and the production of books, documents, or other things by applying to said  
20 agency at: Office of Administrative Hearings San Diego, 1350 Front Street, Suite  
21 3005, San Diego, CA 92101.

22 BOARD OF ADMINISTRATION, CALIFORNIA  
23 PUBLIC EMPLOYEES' RETIREMENT SYSTEM

24 Dated: February 5, 2015



25 RENEE SALAZAR, SENIOR STAFF ATTORNEY

-2-

**PROOF OF SERVICE**

I am employed in the County of Sacramento, State of California. I am over the age of 18 and not a party to the within action; my business address is: California Public Employees' Retirement System, Lincoln Plaza North, 400 "Q" Street, Sacramento, CA 95811 (P.O. Box 942707, Sacramento, CA 94229-2707).

On February 5, 2015, I served the foregoing document described as:

STATEMENT OF ISSUES, NOTICE OF HEARING, and Government Code §§ 11507.5, 11507.6 and 11507.7 (relating to discovery under the Administrative Procedure Act) – In the Matter of the Calculation of Final Compensation of DARRYL HURT, Respondent, TIMOTHY BACON, Respondent, and CITY OF RIVERSIDE, Respondent. ; Case Nos. 2012-0190 & 2012-0191 OAH Nos. 2014090777 & 2014090781.

on interested parties in this action by placing \_\_\_ the original XX a true copy thereof enclosed in sealed envelopes addressed and or e-filed as follows:

Joseph Bolander  
Gaspard Castillo Winter Harper, APC  
3333 Concourse Street, Bldg. 4, Suite 4100  
Ontario, CA 91764

Office of Administrative Hearings San Diego  
1350 Front Street, Suite 3005  
San Diego, CA 92101  
(Via e-file/e-transmission: OAH San Diego -  
sanfilings@dgs.ca.gov)

City of Riverside  
3900 Main Street  
Riverside, CA 92522

Darryl Hurt  


Timothy Bacon  

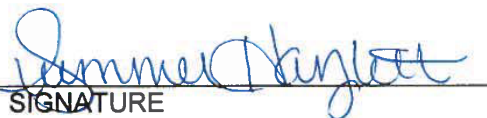

[XX] BY MAIL -- As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Sacramento, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing an affidavit.

[XX] BY ELECTRONIC TRANSMISSION: I caused such document(s) to be sent to the addressee(es) at the electronic notification address(es) above. I did not receive within a reasonable time of transmission, any electronic message, or other indication that the transmission was unsuccessful.

Executed on February 5, 2015, at Sacramento, California.

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

Summer Hazlett  
\_\_\_\_\_  
NAME

  
\_\_\_\_\_  
SIGNATURE



# Disability Retirement Election Application

888 CalPERS (or 888-225-7377) • TTY for Speech and Hearing Impaired (916) 795-3240

2010 OCT 20 4:11 34

RECEIVED  
OCT 19 2010  
CalPERS/CSED  
SBRO

## Employer Information

DDC - 7

Check if this is an employer-originated application  
Employer must fill out and sign Section 12 on the last page of this application

## Application Type

- Disability Retirement
- Industrial Disability Retirement
- Service Pending Disability Retirement
- Service Pending Industrial Disability Retirement

### Section 1

Please provide your name as it appears on the Social Security card

Please display all dates in this order month/day/year

### Information About You

Darryl Leon Hurt  
Name of Member (First Name Middle Initial Last Name) Social Security Number

[Redacted]  
Address

[Redacted] [Redacted]  
City State ZIP Country

[Redacted] Same  
Birth Date (mm/dd/yyyy) Gender Home Phone Work Phone

### Section 2

Please do not abbreviate your employer or position

Do not list Social Security, military or railroad retirement as a California public retirement system

### Retirement Information

01/19/2011  
Retirement Date (mm/dd/yyyy)

City of Riverside Police Lieutenant  
Employer Position Title

Do you have any final compensation period higher than the last consecutive 12 or 36 months?  
 No  Yes, from \_\_\_\_\_ to \_\_\_\_\_  
Beginning Date (mm/dd/yyyy) Ending Date (mm/dd/yyyy)

Are you a member of a California public retirement system other than CalPERS?  No  Yes, provide

\_\_\_\_\_  
Name of System

\_\_\_\_\_  
Date of Retirement (mm/dd/yyyy) Beginning Service Credit Date (mm/dd/yyyy) Ending Service Credit Date (mm/dd/yyyy)

### Section 3

Local safety members should not complete Sections 3 & 4

### Workers' Compensation Information

\_\_\_\_\_  
Workers Compensation Carrier

\_\_\_\_\_  
Name of Adjuster Phone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State ZIP

\_\_\_\_\_  
Claim Number(s) Relating to Alleged Disability Date of Injury (mm/dd/yyyy)

Put your name and  
Social Security number  
at the top of every page

Dorothy Hunt  
Your Name

\_\_\_\_\_  
Social Security Number

**Section 4**

**Disability Information**

Please complete all the  
questions below. If you  
need additional space,  
attach separate sheets  
and be sure to include your  
name and Social Security  
number on all sheets.

What is your specific disability, when and how did it occur?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What is the complete name and address of your treating physician(s)?

\_\_\_\_\_  
Name of Treating Physician Medical Record Number  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City State ZIP Phone Number

What are your limitations/preclusions due to your injury or illness?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How has your injury or illness affected your ability to perform your job?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are you currently working in any capacity (full-time, part-time, or modified work)? If yes, please explain

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other information you would like to provide

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Did a third party cause your injury?  No  Yes (If yes, CalPERS has a potential "right of subrogation")

Put your name and  
Social Security number  
at the top of every page

Darryl Hurt

Your Name

Social Security Number

**Section 5**

**Select Your Retirement Payment Option and Beneficiary**

Select only one payment  
option Option 1, Option 2,  
Option 2W, Option 3,  
Option 3W, the Unmodified  
Allowance Option, or one of  
the Option 4 types

By filling out this section, you are electing your Retirement Payment Option and designating your beneficiary. Once you select a payment option, you cannot change to another option. Along with your option selection, you must complete at least one of the beneficiary designations in Sections 5a-5d. If you choose the Unmodified Allowance Option, you do not need to specify a beneficiary. Please refer to the detailed Instructions in this publication for more information.

- Option 1 - To complete this option choice, you must also fill out Section 5d, *Balance of Contributions Beneficiary(ies)*
- Option 2 - To complete this option choice, you must also fill out Section 5a, *Individual Lifetime Beneficiary*
- Option 2W - To complete this option choice, you must also fill out Section 5a, *Individual Lifetime Beneficiary*
- Option 3 - To complete this option choice, you must also fill out Section 5a, *Individual Lifetime Beneficiary*
- Option 3W - To complete this option choice, you must also fill out Section 5a, *Individual Lifetime Beneficiary*
- Unmodified Allowance Option - If you select this option there is no return of your member contributions and no monthly benefits payable upon your death - except the Survivor Continuance benefit, if applicable. There is no beneficiary designation for this option.

These options apply  
to Option 4 Individual  
Lifetime Beneficiary only

Option 4, Individual Lifetime Beneficiary - If you select this option, you must also select one of the following Individual Lifetime Beneficiary options below:

- Option 2W & Option 1 Combined - To complete this option choice, you must also fill out Section 5a *Individual Lifetime Beneficiary* and Section 5d *Balance of Contributions Beneficiary(ies)*
- Option 3W & Option 1 Combined - To complete this option choice you must also fill out Section 5a *Individual Lifetime Beneficiary* and Section 5d *Balance of Contributions Beneficiary(ies)*
- Specific Dollar Amount to Beneficiary \$ \_\_\_\_\_ - To complete this option choice, you must also fill out Section 5a *Individual Lifetime Beneficiary* Dollars
- Specific Percentage to Beneficiary \_\_\_\_\_ % - To complete this option choice, you must also fill out Section 5a *Individual Lifetime Beneficiary* Percent
- Reduced Allowance for Fixed Period of Time \_\_\_\_\_ through \_\_\_\_\_  
Percent or Dollars Date (mm/yyyy)
- Reduced Allowance upon death of retiree or beneficiary \$ \_\_\_\_\_ reduction amount  
Dollars

If you are naming a beneficiary under this option, you must also fill out Section 5a, *Individual Lifetime Beneficiary*

This option applies to  
Option 4 Multiple Lifetime  
Beneficiaries only

Option 4, Multiple Lifetime Beneficiaries - To complete this option choice, you must also fill out Section 5b *Option 4 Multiple Lifetime Beneficiaries*.

These options apply to  
Option 4, Court Ordered  
Community Property only

Option 4, Court Ordered Community Property - If you select this option, you must also complete Section 5c, *Court Ordered CP Beneficiary* and select one of the following Court Ordered Option 4 Community Property options:

- Option 4/Unmodified - There is no additional beneficiary designation for this option
- Option 4/1 - To complete this option choice, you must also fill out Section 5d, *Balance of Contributions Beneficiary(ies)*
- Option 4/2W - To complete this option, you must also fill out Section 5a, *Individual Lifetime Beneficiary*
- Option 4/3W - To complete this option, you must also fill out Section 5a *Individual Lifetime Beneficiary*

Put your name and  
Social Security number  
at the top of every page

Darryl Hurt Social Security Number \_\_\_\_\_  
Your Name

**Section 5a**

**Option 2, 2W, 3, 3W or 4 Individual Lifetime Beneficiary**

Designate one beneficiary  
and provide all of that  
person's information  
including full name.

Complete this section only if you chose either Option 2, 2W, 3, 3W or Option 4 Individual Lifetime Beneficiary or  
Option 4/2W or 4/3W Court Ordered Community Property

Gloria A Hurt Social Security Number \_\_\_\_\_  
Name (First Name Middle Initial Last Name)

[Redacted]  Male  Female Relationship to You Wife  
Birth Date (mm/dd/yyyy) Gender

[Redacted]  
Address

[Redacted] State ZIP Country  
City

**Section 5b**

**Option 4 Multiple Lifetime Beneficiaries**

If you want your  
beneficiaries to receive  
an equal share of your  
benefits, do not specify  
a dollar or percentage  
of benefit.

Complete this section only if you selected Option 4 Multiple Lifetime Beneficiaries

\_\_\_\_\_  
Name (First Name Middle Initial Last Name) Social Security Number

Male  Female Relationship to You Dollar/Percent of Benefit  
Birth Date (mm/dd/yyyy) Gender

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State ZIP Country

\_\_\_\_\_  
Name (First Name Middle Initial Last Name) Social Security Number

Male  Female Relationship to You Dollar/Percent of Benefit  
Birth Date (mm/dd/yyyy) Gender

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State ZIP Country

\_\_\_\_\_  
Name (First Name Middle Initial Last Name) Social Security Number

Male  Female Relationship to You Dollar/Percent of Benefit  
Birth Date (mm/dd/yyyy) Gender

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State ZIP Country

**Section 5c**

**Court Ordered Option 4 Community Property Beneficiary**

List only the  
Option 4 beneficiary  
that is required by your  
court order

Complete this section only if you selected Option 4 Court Ordered Community Property

\_\_\_\_\_  
Name (First Name Middle Initial Last Name) Social Security Number

Male  Female Relationship to You  
Birth Date (mm/dd/yyyy) Gender

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State ZIP Country



Put your name and Social Security number at the top of every page

Darryl Hurt \_\_\_\_\_  
Your Name Social Security Number

**Section 5d**

Designate up to three beneficiaries here. If you want to designate more than three beneficiaries See page 23 for information on completing the Lump Sum Beneficiary Designation form

**Option 1 Balance of Contributions Beneficiary(ies)**

Complete this section only if you selected Option 1, Option 4-2W/1 or 3W/1 combined You may change this beneficiary(ies) at any time. This designation automatically revokes when there is a change in your marital status, domestic partnership status, or when there is a birth or adoption of a child Please refer to the detailed instructions in this publication for more information

Robert Leon Hurt \_\_\_\_\_  
Name (First Name Middle Initial Last Name) Social Security Number  
[Redacted]  Male  Female Father  
Birth Date (mm/dd/yyyy) Gender Relationship to You  
[Redacted] \_\_\_\_\_  
City State ZIP Country

Phyllis Arlene Hurt \_\_\_\_\_  
Name (First Name Middle Initial Last Name) Social Security Number  
[Redacted]  Male  Female Mother  
Birth Date (mm/dd/yyyy) Gender Relationship to You  
Same as Father (above)  
Address  
\_\_\_\_\_  
City State ZIP Country

\_\_\_\_\_  
Name (First Name Middle Initial Last Name) Social Security Number  
[Redacted]  Male  Female \_\_\_\_\_  
Birth Date (mm/dd/yyyy) Gender Relationship to You  
Address  
\_\_\_\_\_  
City State ZIP Country

**Section 6**

All Applicants must complete this section Designate your beneficiary to receive your lump sum Retired Death Benefit.

**Retired Death Benefit**

This section designates the person who will receive your lump sum Retired Death Benefit. You may change this beneficiary(ies) at any time. This designation automatically revokes when there is a change in your marital status, domestic partnership status, or when there is a birth or adoption of a child Please refer to the detailed instructions in this publication for more information

Gloria Ann Hurt \_\_\_\_\_  
Name (First Name Middle Initial Last Name) Social Security Number  
[Redacted]  Male  Female Wife  
Birth Date (mm/dd/yyyy) Gender Relationship to You  
[Redacted] \_\_\_\_\_  
City State ZIP Country CA 92507 USA

Section 6 continues on page 6



Put your name and  
 Social Security number  
 at the top of every page

Darryl Hurt \_\_\_\_\_  
 Your Name Social Security Number

**Section 6, continued**

**Retired Death Benefit**

All Applicants must  
 complete this section

Gloria Ann Hurt \_\_\_\_\_  
 Name (First Name Middle Initial Last Name) Social Security Number

Designate your beneficiary  
 to receive your lump sum  
 Retired Death Benefit.

[Redacted]  Male  Female | Wife  
 Birth Date (mm/dd/yyyy) Gender Relationship to You

[Redacted]  
 Address

\_\_\_\_\_  
 Name (First Name Middle Initial Last Name) Social Security Number

[Redacted]  Male  Female | \_\_\_\_\_  
 Birthdate (mm/dd/yyyy) Gender Relationship to You

Address

\_\_\_\_\_  
 City State ZIP Country

**Section 7**

**Survivor Continuance**

Please answer  
 all five questions and  
 complete the information  
 in each section where you  
 answered "Yes"

Please refer to the detailed instructions in this publication for more information

1 Will you be married on or before your disability retirement date?  No  Yes, provide

Gloria Ann Hurt \_\_\_\_\_  
 Name of Spouse (First Name Middle Initial Last Name) Social Security Number

[Redacted]  Male  Female | 05/22/1982  
 Birth Date (mm/dd/yyyy) Gender Date of Marriage

2 Will you be registered with the California Secretary of State as being in a domestic partnership on or before your disability retirement date?  No  Yes, provide

\_\_\_\_\_  
 Name of Domestic Partner (First Name Middle Initial Last Name) Social Security Number

[Redacted]  Male  Female | \_\_\_\_\_  
 Birth Date (mm/dd/yyyy) Gender Date of Registered Partnership (mm/dd/yyyy)

3 Do you have any natural or adopted children under age 18 who have never been married?  
 No  Yes, provide

\_\_\_\_\_  
 Name of Child (First Name Middle Initial Last Name) Social Security Number Birth Date (mm/dd/yyyy)

\_\_\_\_\_  
 Name of Child (First Name Middle Initial Last Name) Social Security Number Birth Date (mm/dd/yyyy)

4 Do you have any children who have never been married and were disabled prior to their 18th birthday and who are still disabled?  No  Yes, provide

\_\_\_\_\_  
 Name of Child (First Name Middle Initial Last Name) Social Security Number Birth Date (mm/dd/yyyy)

\_\_\_\_\_  
 Name of Child (First Name Middle Initial Last Name) Social Security Number Birth Date (mm/dd/yyyy)

5 Are your parents dependent upon you for one-half of their support?  No  Yes, provide

Robert Hurt \_\_\_\_\_  
 Name of Parent (First Name Middle Initial Last Name) Social Security Number Birth Date (mm/dd/yyyy)

Phyllis Hurt \_\_\_\_\_  
 Name of Parent (First Name Middle Initial Last Name) Social Security Number Birth Date (mm/dd/yyyy)

Put your name and  
Social Security number  
at the top of every page

Darryl Hurt  
Your Name Social Security Number

**Section 8**

**Last Day on Payroll**

Please enter the last day you received compensation 01/19/2011  
Last Day on Payroll (mm/dd/yyyy)

**Section 9**

**Employer Certification (For service pending applications only)**

Have your employer  
complete this section

Please refer to the detailed instructions in this publication for more information

Do not detach from  
application

Employee's Last Day on Payroll (mm/dd/yyyy) \_\_\_\_\_ Employee's Separation Date (mm/dd/yyyy) \_\_\_\_\_

Balance of unused sick leave hours on employee's date of separation \_\_\_\_\_ Hours - 8 = \_\_\_\_\_ Days

Balance of educational leave hours on employee's date of separation \_\_\_\_\_ Hours - 8 = \_\_\_\_\_ Days

This certification is  
not required if you  
were separated from  
employment more than  
four months ago

By signing below, you hereby certify, under the penalty of perjury, that the above information is true, complete, and correct to the best of your knowledge. Any changes to this information must be submitted on an *Amended Employer Certification* form

Signature of Employer \_\_\_\_\_ Print Name (First Name Middle Initial Last Name) \_\_\_\_\_

Position Title of Employer \_\_\_\_\_ Phone Number of Employer \_\_\_\_\_ Date (mm/dd/yyyy) \_\_\_\_\_

**Section 10**

**Tax Withholding Election**

Do not complete for  
industrial disability  
retirement

Federal Income Tax information Please refer to the detailed instructions in this publication for more information

Please choose one only

- Do not withhold federal income tax
- Withhold federal income tax in the amount of \$ \_\_\_\_\_ per month  
Dollars
- Withhold federal income tax based on the tax tables for
  - A married individual with \_\_\_\_\_ tax withholding exemptions  
Number
  - A single individual with 0 tax withholding exemptions  
Number
 In addition to the amount withheld based on the tax tables, withhold \$ \_\_\_\_\_ per month  
Dollars

State withholding  
is optional for  
out-of-state residents

State Income Tax information Please refer to the detailed instructions in this publication for more information

- Do not withhold State of California income tax
- Withhold State of California income tax in the amount of \$ \_\_\_\_\_ per month  
Dollars
- Withhold State of California income tax based on the tax tables for
  - A married individual with \_\_\_\_\_ tax withholding exemptions  
Number
  - A single individual with 0 tax withholding exemptions  
Number
 In addition to the amount withheld based on the tax tables, withhold \$ \_\_\_\_\_ per month  
Dollars
- Withhold State of California income tax in the amount of 10 percent of the federal income tax withholding amount.

Put your name and  
Social Security number  
at the top of every page

Darryl Hurt  
Your Name \_\_\_\_\_ Social Security Number \_\_\_\_\_

**Section 9**

**Member Signature and Notary**

This section must  
be completed or  
your application will  
be returned.

I certify, under the penalty of perjury, that the information submitted hereon is true and correct to the best of my knowledge. I understand that to cancel this application I must notify CalPERS before the mailing of my first full monthly retirement allowance check.

If your spouse's or  
domestic partner's  
signature is not available,  
See Instructions in this  
booklet on completing the  
Justification for Absence  
of Signature form.  
Your signature and your  
spouse's or domestic  
partner's signature must  
be notarized by a notary  
public or witnessed by a  
CalPERS representative.

I understand that if I am married or in a registered domestic partnership, but do not name my spouse or partner as beneficiary, they may still be entitled to a community property share of the Option 1 lump sum return of contributions benefit or a share of the monthly option death benefit allowance. Their community property interest is 50% of the benefit based on the contributions or service credit earned for the period of CalPERS service during which we were married or in a registered partnership. My non-spouse or non-partner designated beneficiary will receive the portion of the lump sum Option 1 benefit or monthly option allowance that is not payable to my spouse or domestic partner. I understand that my spouse or domestic partner will have the right to disclaim entitlement to their community property interest in the death benefit at the time the benefit becomes payable, if they so desire.

More detailed information on this section is available in this booklet.

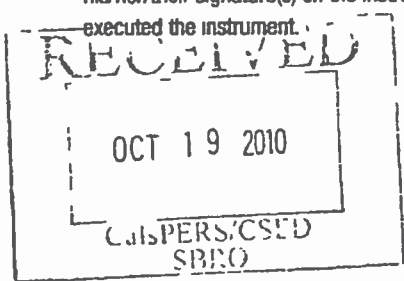
Are you legally married or do you have a legal domestic partner?  Yes  No  
If yes, your spouse or domestic partner must sign this election.  
If no, please indicate:  Never Married/or in Partnership  Divorced/Annulled  
 Widowed Or Termination of Domestic Partnership

[Signature]  
Your Signature \_\_\_\_\_ Date (mm/dd/yyyy) 9/11/10  
[Signature]  
Your Spouse's or Domestic Partner's Signature \_\_\_\_\_ Date (mm/dd/yyyy) 9/11/10

State of California, County of \_\_\_\_\_

On \_\_\_\_\_ Date before me, \_\_\_\_\_ Name of Notary/Witness

personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



See attached  
for Notary

Notary Seal

Witness my hand and official seal or authorized CalPERS representative signature

Signature of Notary or CalPERS Representative \_\_\_\_\_ Position Title \_\_\_\_\_ Date (mm/dd/yyyy) \_\_\_\_\_  
Printed Name \_\_\_\_\_ CalPERS Office (if applicable) \_\_\_\_\_

Mail to: **CalPERS Benefit Services Division - P O Box 942711, Sacramento, California 94229-2711**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California

County of Riverside

On September 1<sup>st</sup>, 2010 before me, Rudy P. Paramo, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Darryl L. Hurt and Gloria Hurt  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal

Place Notary Seal Above

Signature Rudy P. Paramo  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document*

**Description of Attached Document**

Title or Type of Document Service Retirement Election Application

Document Date September 1<sup>st</sup>, 2010 Number of Pages 7

Signer(s) Other Than Named Above \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name \_\_\_\_\_ Signer's Name \_\_\_\_\_

- |  |  |
|--|--|
| <input type="checkbox"/> Corporate Officer — Title(s) _____  | <input type="checkbox"/> Corporate Officer — Title(s) _____  |
| <input type="checkbox"/> Individual  | <input type="checkbox"/> Individual  |
| <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Attorney in Fact  | <input type="checkbox"/> Attorney in Fact  |
| <input type="checkbox"/> Trustee   | <input type="checkbox"/> Trustee   |
| <input type="checkbox"/> Guardian or Conservator   | <input type="checkbox"/> Guardian or Conservator   |
| <input type="checkbox"/> Other _____   | <input type="checkbox"/> Other _____   |

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing \_\_\_\_\_

Signer Is Representing \_\_\_\_\_



Office of the  
City Manager

October 14, 2011

Public Employees' Retirement System  
Disability Unit - 432  
P.O. Box 2796  
Sacramento, CA 95812-2796

RECEIVED SACRAMENTO  
CALPERS  
DEC 27 11 12  
2011 DEC 27 AM 10:03

RE: Darryl Hurt

SSN: : [REDACTED]

Pursuant to the authority delegated to me by action of the City Council of the City of Riverside, dated December 11, 1973, under Section 21034, Government Code, and based on a review of the employee's permanent work restrictions, I hereby determine that Darryl Hurt, a local safety member of PERS and employed by the City of Riverside, is incapacitated within the meaning of the Public Employees' Retirement Law for performance of his duties in the position of Police Lieutenant.

Pursuant to such authority, I also determine that such incapacity is a result of injury or disease arising out of and in the course of his employment as local safety member. I certify that neither the City of Riverside, nor the member, has filed a petition for determination under Government Code Section 21166, to be made by the Workers' Compensation Appeals Board.

I hereby certify that the member was separated from his employment in the position Police Lieutenant after expiration of his leave rights under Section 21025.4, Government Code, effective January 19, 2011 and that no dispute as to the expiration of such leave rights is pending.

Advanced Disability Pension payments will not be made.

The primary disabling condition is orthopedic. The member is competent to act on his own behalf in any and all legally binding retirement matters.

The member's disabling condition is not a direct consequence of a violent act perpetrated upon the

1.3.13  
1.3.12  
1.3.11  
1.3.10  
1.3.9  
1.3.8  
1.3.7  
1.3.6  
1.3.5  
1.3.4  
1.3.3  
1.3.2  
1.3.1  
member's person or did not occur during the performance of those portions of the member's duties which are particularly hazardous and dangerous.

Sincerely,



Scott Barber, Interim City Manager  
City of Riverside

2.9.1  
cc: Darryl Hurt  
Police Department  
Human Resources Department/Workers' Compensation



Office of the  
City Manager

CITY OF  
RIVERSIDE

October 14, 2011

Darryl Hurt  
[REDACTED]

RE: INDUSTRIAL DISABILITY RETIREMENT DETERMINATION

Dear Mr. Hurt:

Following review of your permanent work restrictions related to your work related injuries, you will be retired from City service, effective January 19, 2011.

If you do not agree with my determination regarding your industrial disability, you may appeal my decision. In summary, the procedure established for the appeal of my decision is as follows:

1. Within twenty (20) days of the receipt of this letter, you must file a written appeal of the decision.
2. The City will arrange for a hearing before an Administrative Law Judge who will conduct a hearing which will include testimony under oath, the right to cross examine and confront witnesses. This hearing is scheduled at the convenience of the Administrative Law Judge.
3. You have the right to have someone represent you at that hearing at your own expense.
4. The Administrative Law Judge will issue findings of fact at the conclusion of the hearing and will make a recommendation to me.
5. Within ten (10) days after receiving the recommendation of the Administrative Law Judge, I will make the final determination of eligibility and notify you and appropriate City staff.

You are hereby notified that the time within which you may seek judicial review of this decision is governed by California Code of Civil Procedure Section 1094.6.

Sincerely,



Scott Barber  
Interim City Manager  
City of Riverside

cc: CalPERS  
Police Department  
Human Resources Department/Workers' Compensation





# Disability Retirement Election Application

888 CalPERS (or 888-225-7377) • TTY for Speech and Hearing Impaired (916) 795-3240

*Submitted 369s on Doc Copy 5/12/2010.*

CalPERS/CSED  
SBRO

JUN 28 2010

488

## Employer Information

Check if this is an employer-originated application

Employer must fill out and sign Section 12 on the last page of this application

## Application Type

Disability Retirement

Service Pending Disability Retirement

Industrial Disability Retirement

Service Pending Industrial Disability Retirement

## Section 1

### Information About You

Please provide your name as it appears on the Social Security card

Timothy M Bacon

Please display all dates in this order month/day/year



Birth Date (mm/dd/yyyy)

Gender

Home Phone

Work Phone

## Section 2

### Retirement Information

Please do not abbreviate your employer or position

07/16/2010

Retirement Date (mm/dd/yyyy)

CITY OF RIVERSIDE POLICE LIEUTENANT

Employer

Position Title

Do not list Social Security, military or railroad retirement as a California public retirement system

Do you have any final compensation period higher than the last consecutive 12 or 36 months?

No  Yes, from \_\_\_\_\_ to \_\_\_\_\_

Beginning Date (mm/dd/yyyy) Ending Date (mm/dd/yyyy)

Are you a member of a California public retirement system other than CalPERS?  No  Yes, provide

Name of System

Date of Retirement (mm/dd/yyyy)

Beginning Service Credit Date (mm/dd/yyyy)

Ending Service Credit Date (mm/dd/yyyy)

## Section 3

### Workers' Compensation Information

Local safety members should not complete Sections 3 & 4

Workers' Compensation Carrier

Name of Adjuster

Phone Number

Address

City

State

ZIP

Claim Number(s) Relating to Alleged Disability

Date of Injury (mm/dd/yyyy)

Put your name and  
Social Security number  
at the top of every page

*Timothy M Bacon*  
Your Name

\_\_\_\_\_  
Social Security Number

**Section 4**

Please complete all the  
questions below. If you  
need additional space,  
attach separate sheets  
and be sure to include your  
name and Social Security  
number on all sheets

**Disability Information**

What is your specific disability, when and how did it occur?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What is the complete name and address of your treating physician(s)?

*Dr. Brad PENN BERG*  
Name of Treating Physician Medical Record Number  
*120 S/SPALDING DR*  
Address  
*BEVERLY HILLS* *CA* *90210* *310* *659-2910*  
City State ZIP Phone Number

What are your limitations/preclusions due to your injury or illness?

*CANNOT STAND FOR LONG PERIODS OF TIME,*  
*VERY LIMITED MOBILITY, ONGOING PAIN,*  
*CANNOT WALK WITHOUT LIMP. HARD TIME LIFTING.*

How has your injury or illness affected your ability to perform your job?

*CANNOT COMPLETE DAILY TASKS, MAKES MY*  
*ABILITY TO PERFORM IMPOSSIBLE.*

Are you currently working in any capacity (full-time, part-time, or modified work)? If yes, please explain

*FULL TIME.*  
\_\_\_\_\_  
\_\_\_\_\_

Other information you would like to provide

\_\_\_\_\_  
\_\_\_\_\_

Did a third party cause your injury?  No  Yes (If yes, CalPERS has a potential "right of subrogation")

Put your name and  
Social Security number  
at the top of every page.

*Timothy W. Bacon*  
Your Name

Social Security Number

**Section 5**

**Select Your Retirement Payment Option and Beneficiary**

Select only one payment  
option Option 1, Option 2,  
Option 2W, Option 3,  
Option 3W, the Unmodified  
Allowance Option, or one of  
the Option 4 types

By filling out this section, you are electing your Retirement Payment Option and designating your beneficiary. Once you select a payment option, you cannot change to another option. Along with your option selection, you must complete at least one of the beneficiary designations in Sections 5a-5d. If you choose the Unmodified Allowance Option, you do not need to specify a beneficiary. Please refer to the detailed instructions in this publication for more information.

- Option 1 - To complete this option choice, you must also fill out Section 5d, *Balance of Contributions Beneficiary(ies)*
- Option 2 - To complete this option choice, you must also fill out Section 5a, *Individual Lifetime Beneficiary*
- Option 2W - To complete this option choice, you must also fill out Section 5a, *Individual Lifetime Beneficiary*
- Option 3 - To complete this option choice you must also fill out Section 5a *Individual Lifetime Beneficiary*
- Option 3W - To complete this option choice, you must also fill out Section 5a, *Individual Lifetime Beneficiary*
- Unmodified Allowance Option - If you select this option there is no return of your member contributions and no monthly benefits payable upon your death - except the Survivor Continuance benefit, if applicable. There is no beneficiary designation for this option.

These options apply  
to Option 4 Individual  
Lifetime Beneficiary only

- Option 4, Individual Lifetime Beneficiary - If you select this option, you must also select one of the following Individual Lifetime Beneficiary options below
  - Option 2W & Option 1 Combined - To complete this option choice, you must also fill out Section 5a *Individual Lifetime Beneficiary* and Section 5d *Balance of Contributions Beneficiary(ies)*
  - Option 3W & Option 1 Combined - To complete this option choice, you must also fill out Section 5a *Individual Lifetime Beneficiary* and Section 5d *Balance of Contributions Beneficiary(ies)*
  - Specific Dollar Amount to Beneficiary \$ \_\_\_\_\_ - To complete this option choice, you must also fill out Section 5a *Individual Lifetime Beneficiary* Dollars
  - Specific Percentage to Beneficiary \_\_\_\_\_ % - To complete this option choice, you must also fill out Section 5a *Individual Lifetime Beneficiary* Percent
  - Reduced Allowance for Fixed Period of Time \_\_\_\_\_ through \_\_\_\_\_  
Percent or Dollars Date (mm/yyyy)
  - Reduced Allowance upon death of retiree or beneficiary \$ \_\_\_\_\_ reduction amount  
Dollars
- If you are naming a beneficiary under this option you must also fill out Section 5a, *Individual Lifetime Beneficiary*

This option applies to  
Option 4 Multiple Lifetime  
Beneficiaries only

- Option 4, Multiple Lifetime Beneficiaries - To complete this option choice, you must also fill out Section 5b *Option 4 Multiple Lifetime Beneficiaries*

These options apply to  
Option 4, Court Ordered  
Community Property only

- Option 4, Court Ordered Community Property - If you select this option, you must also complete Section 5c, *Court Ordered C P Beneficiary* and select one of the following Court Ordered Option 4 Community Property options
  - Option 4/Unmodified - There is no additional beneficiary designation for this option
  - Option 4/1 - To complete this option choice, you must also fill out Section 5d, *Balance of Contributions Beneficiary(ies)*
  - Option 4/2W - To complete this option, you must also fill out Section 5a *Individual Lifetime Beneficiary*
  - Option 4/3W - To complete this option, you must also fill out Section 5a *Individual Lifetime Beneficiary*

Put your name and Social Security number at the top of every page

Timothy M. Baer  
Your Name

\_\_\_\_\_  
Social Security Number

**Section 5a**

**Option 2, 2W, 3, 3W or 4 Individual Lifetime Beneficiary**

Designate one beneficiary and provide all of that person's information including full name

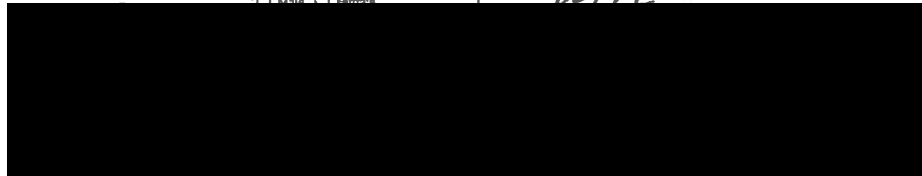
Complete this section only if you chose either Option 2, 2W, 3, 3W or Option 4 Individual Lifetime Beneficiary or Option 4/2W or 4/3W Court Ordered Community Property

Nancy S. Baer  
Name (First Name Middle Initial Last Name)

\_\_\_\_\_  
Social Security Number

Male  Female

Wife



**Section 5b**

**Option 4 Multiple Lifetime Beneficiaries**

If you want your beneficiaries to receive an equal share of your benefits, do not specify a dollar or percentage of benefit

Complete this section only if you selected Option 4 Multiple Lifetime Beneficiaries

NA  
Name (First Name Middle Initial Last Name)

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Birth Date (mm/dd/yyyy)  Male  Female Gender Relationship to You Dollar/Percent of Benefit

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State ZIP Country

\_\_\_\_\_  
Name (First Name Middle Initial Last Name)

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Birth Date (mm/dd/yyyy)  Male  Female Gender Relationship to You Dollar/Percent of Benefit

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State ZIP Country

\_\_\_\_\_  
Name (First Name Middle Initial Last Name)

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Birth Date (mm/dd/yyyy)  Male  Female Gender Relationship to You Dollar/Percent of Benefit

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State ZIP Country

**Section 5c**

**Court Ordered Option 4 Community Property Beneficiary**

List only the Option 4 beneficiary that is required by your court order

Complete this section only if you selected Option 4 Court Ordered Community Property

\_\_\_\_\_  
Name (First Name Middle Initial Last Name)

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Birth Date (mm/dd/yyyy)  Male  Female Gender Relationship to You

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State ZIP Country

Put your name and  
Social Security number  
at the top of every page.

Timothy M. Bacon  
Your Name Social Security Number

**Section 5d**

**Option 1 Balance of Contributions Beneficiary(ies)**

Designate up to  
three beneficiaries  
here. If you want to  
designate more than  
three beneficiaries See  
page 23 for information  
on completing the  
**Lump Sum Beneficiary  
Designation form**

Complete this section only if you selected Option 1, Option 4-2W/1 or 3W/1 combined. You may change this beneficiary(ies) at any time. This designation automatically revokes when there is a change in your marital status, domestic partnership status, or when there is a birth or adoption of a child. Please refer to the detailed instructions in this publication for more information.

Danielle M. Bacon  
Name (First Name Middle Initial Last Name) Social Security Number

Birth Date (mm/dd/yyyy) Gender  Male  Female Relationship to You Child



Edward T. Bacon  
Name (First Name Middle Initial Last Name) Social Security Number

Birth Date (mm/dd/yyyy) Gender  Male  Female Relationship to You Son



Jacob E. Bacon  
Name (First Name Middle Initial Last Name) Social Security Number

Birth Date (mm/dd/yyyy) Gender  Male  Female Relationship to You Son



**Section 6**

**Retired Death Benefit**

All Applicants must  
complete this section  
  
Designate your beneficiary  
to receive your lump sum  
Retired Death Benefit

This section designates the person who will receive your lump sum Retired Death Benefit. You may change this beneficiary(ies) at any time. This designation automatically revokes when there is a change in your marital status, domestic partnership status, or when there is a birth or adoption of a child. Please refer to the detailed instructions in this publication for more information.

MARY JOSEPH BACON  
Name (First Name Middle Initial Last Name) Social Security Number



Section 6 continues on page 6

Put your name and  
Social Security number  
at the top of every page

Timothy M. Bacon  
Your Name Social Security Number

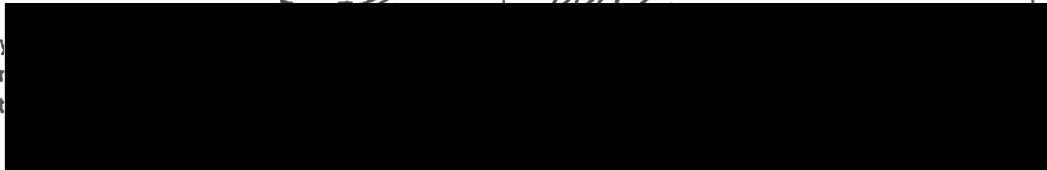
**Section 6, continued**

**Retired Death Benefit**

All Applicants must  
complete this section

MARY S. Bacon  
Name (First Name Middle Initial Last Name) Social Security Number

Designate your beneficiary  
to receive your lump sum  
Retired Death Benefit



BF  
Name (First Name Middle Initial Last Name) Social Security Number  
Birthdate (mm/dd/yyyy) Gender  Male  Female Relationship to You  
Address  
City State ZIP Country

**Section 7**

**Survivor Continuance**

Please answer  
all five questions and  
complete the information  
in each section where you  
answered "Yes"

Please refer to the detailed instructions in this publication for more information

1 Will you be married on or before your disability retirement date?  No  Yes, provide

MARY S. Bacon  
Name of Spouse (First Name Middle Initial Last Name) Social Security Number  
Birth Date (mm/dd/yyyy) Gender  Male  Female Date of Marriage 08-08-1992

2 Will you be registered with the California Secretary of State as being in a domestic partnership on or before your disability retirement date?  No  Yes, provide

Name of Domestic Partner (First Name Middle Initial Last Name) Social Security Number  
Birth Date (mm/dd/yyyy) Gender  Male  Female Date of Registered Partnership (mm/dd/yyyy)

3 Do you have any natural or adopted children under age 18 who have never been married?  No  Yes, provide

Donielle M. Bacon  
Name of Child (First Name Middle Initial Last Name) Social Security Number Birth Date  
Ronald T. Bacon  
Name of Child (First Name Middle Initial Last Name) Social Security Number Birth Date (mm/dd/yyyy)

4 Do you have any children who have never been married and were disabled prior to their 18th birthday and who are still disabled?  No  Yes, provide

Name of Child (First Name Middle Initial Last Name) Social Security Number Birth Date (mm/dd/yyyy)  
Name of Child (First Name Middle Initial Last Name) Social Security Number Birth Date (mm/dd/yyyy)

5 Are your parents dependent upon you for one-half of their support?  No  Yes, provide

Name of Parent (First Name Middle Initial Last Name) Social Security Number Birth Date (mm/dd/yyyy)  
Name of Parent (First Name Middle Initial Last Name) Social Security Number Birth Date (mm/dd/yyyy)



Put your name and  
Social Security number  
at the top of every page

01 03302010  
Your Name Timothy D. Bacon

Social Security Number

**Section 8**

**Last Day on Payroll**

Please enter the last day you received compensation                       
Last Day on Payroll (mm/dd/yyyy)

**Section 9**

**Employer Certification (For service pending applications only)**

Have your employer  
complete this section

Please refer to the detailed instructions in this publication for more information

Do not detach from  
application

Employee's Last Day on Payroll (mm/dd/yyyy) | Employee's Separation Date (mm/dd/yyyy)

Balance of unused sick leave hours on employee's date of separation \_\_\_\_\_ Hours - 8 = \_\_\_\_\_ Days

Balance of educational leave hours on employee's date of separation \_\_\_\_\_ Hours - 8 = \_\_\_\_\_ Days

This certification is  
not required if you  
were separated from  
employment more than  
four months ago

By signing below, you hereby certify, under the penalty of perjury, that the above information is true, complete, and correct to the best of your knowledge. Any changes to this information must be submitted on an **Amended Employer Certification form**

Signature of Employer | Print Name (First Name Middle Initial Last Name)

Position Title of Employer | Phone Number of Employer | Date (mm/dd/yyyy)

**Section 10**

**Tax Withholding Election**

Do not complete for  
industrial disability  
retirement

Federal Income Tax information Please refer to the detailed instructions in this publication for more information

Please choose one only

- Do not withhold federal income tax
- Withhold federal income tax in the amount of \$ \_\_\_\_\_ per month  
Dollars

Withhold federal income tax based on the tax tables for

A married individual with 0 tax withholding exemptions  
Number

A single individual with \_\_\_\_\_ tax withholding exemptions  
Number

In addition to the amount withheld based on the tax tables, withhold \$ \_\_\_\_\_ per month  
Dollars

State withholding  
is optional for  
out-of-state residents

State Income Tax information Please refer to the detailed instructions in this publication for more information

- Do not withhold State of California income tax
- Withhold State of California income tax in the amount of \$ \_\_\_\_\_ per month  
Dollars

Withhold State of California income tax based on the tax tables for

A married individual with 0 tax withholding exemptions  
Number

A single individual with \_\_\_\_\_ tax withholding exemptions  
Number

In addition to the amount withheld based on the tax tables, withhold \$ \_\_\_\_\_ per month  
Dollars

- Withhold State of California income tax in the amount of 10 percent of the federal income tax withholding amount



Put your name and  
Social Security number  
at the top of every page

Timothy A. Bacon  
Your Name

Social Security Number

**Section 11**

**Member Signature and Notary**

This section must  
be completed or  
your application will  
be returned

If your spouse's or  
domestic partner's  
signature is not available,  
See instructions in this  
booklet on completing the  
Justification for Absence  
of Signature form  
Your signature and your  
spouse's or domestic  
partner's signature must  
be notated by a notary  
public or witnessed by a  
CalPERS representative

I certify, under the penalty of perjury, that the information submitted hereon is true and correct to the best of my knowledge. I understand to cancel this application or to change the elected option or beneficiary I must notify CalPERS before the mailing of my first full monthly retirement allowance check

I understand that if I am married or in a registered domestic partnership, but do not name my spouse or partner as beneficiary, they may still be entitled to a community property share of the Option 1 lump sum return of contributions benefit or a share of the monthly option death benefit allowance. Their community property interest is 50% of the benefit based on the contributions or service credit earned for the period of CalPERS service during which we were married or in a registered partnership. My non-spouse or non-partner designated beneficiary will receive the portion of the lump sum Option 1 benefit or monthly option allowance that is not payable to my spouse or domestic partner. I understand that my spouse or domestic partner will have the right to disclaim entitlement to their community property interest in the death benefit at the time the benefit becomes payable, if they so desire.

More detailed information on this section is available in this publication

Are you legally married or do you have a legal domestic partner?  Yes  No

If yes, your spouse or domestic partner must sign this election  
If no, please indicate  Never Married/or in Partnership  Divorced/Annulled  
 Widowed Or Termination of Domestic Partnership

[Signature] Your Signature 06-28-2010 Date (mm/dd/yyyy)  
[Signature] Your Spouse's or Domestic Partner's Signature 6-28-2010 Date (mm/dd/yyyy)

State of California, County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
Date Name of Notary/Witness

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Notary Seal

Witness my hand and official seal or authorized CalPERS representative signature  
[Signature] Signature of Notary or CalPERS Representative RPSTT Position Title 06/28/2010 Date (mm/dd/yyyy)  
Maricela Price Print Name SBU CalPERS Office (if applicable)

**Section 12**

**Employer-Originated Application**

To be completed if the  
employer is submitting  
the application on behalf  
of the member

\_\_\_\_\_  
Signature of Employer  
\_\_\_\_\_  
Print Name of Employer  
\_\_\_\_\_  
Position Title of Employer  
\_\_\_\_\_  
Phone Number  
\_\_\_\_\_  
Date (mm/dd/yyyy)

Mail to: CalPERS Benefit Services Division • P.O. Box 942711, Sacramento, California 94229-2711 EX. 10 - 8



## CUSTOMER TOUCH POINT (CTP) REPORT

**NAME:** Hurt, Darryl

### ID INFO

---

**Category:** No Category

**CTP Type:** Customer Note

**Date:** 09/08/2011

**Division:** BENEFIT SERVICES DIVISION

**Staff:** Kwong-Tarver, Tammy P

**Information:** Balance Adjustment review is complete, no adjustment needed.

---

**Category:** No Category

**CTP Type:** Customer Note

**Date:** 05/18/2011

**Division:** BENEFIT SERVICES DIVISION

**Staff:** Abbott, Betty J

**Information:** Updated special comp. per comp. review instructions.

---

**Category:** Service Retirement

**CTP Type:** Customer Note

**Date:** 03/25/2011

**Division:** BENEFIT SERVICES DIVISION

**Staff:** Ramos, Kathleen C

**Information:** L/ORIGINAL-printed

---

**Category:** Comp Review

**CTP Type:** Customer Note

**Date:** 03/17/2011

**Division:** ACTUARIAL & EMPLOYER SERVICES DIVISION

**Staff:** Livingston, Cheryl D

**Information:** Compensation review completed.

---

**Category:** Service Election

**CTP Type:** Customer Note

**Date:** 02/11/2011

**Division:** MEMBER SERVICES DIVISION

**Staff:** Shearer, Megan

**Information:** Cash election completed; Redeposit of Withdrawn Contributions 1 @ \$3,660.21 after-tax; carps verified; 0.381 years service posted online to [REDACTED]; account id # [REDACTED] comet/RDB updated; member retired 01/19/2011 SR, ACC620 completed and sent to BNSD workflow.



## CUSTOMER TOUCH POINT (CTP) REPORT

**NAME:** Hurt, Darryl

**ID INFO:**

---

**Category:** Service Credits

**CTP Type:** Customer Note

**Date:** 01/25/2011

**Division:** MEMBER SERVICES DIVISION

**Staff:** Innocenti, Jennifer L

**Information:** Q.C Redeposit cost packet.

---

**Category:** Service Credits

**CTP Type:** Customer Note

**Date:** 01/25/2011

**Division:** MEMBER SERVICES DIVISION

**Staff:** Dimaggio, Dana Marie

**Information:** Service credit cost information for Redeposit mailed to member for the period of 4/7/81 to 7/29/81. Cost through date 3/25/2011. Ad hoc to DMS.

Service credit: .381 years

Lump sum: \$3,660.21

Tdate: 10/9/81

ER#0382/75001 (service retirement)

---

**Category:** Comp Review

**CTP Type:** Customer Note

**Date:** 11/08/2010

**Division:** BENEFIT SERVICES DIVISION

**Staff:** Smith, Latreece C

**Information:** Expedite, request to AESD to review compensation for retirement calculation.

---

**Category:** Retirement Estimate

**CTP Type:** Customer Note

**Date:** 10/27/2010

**Division:** MEMBER SERVICES DIVISION

**Staff:** Chikasawa, Kevin J

**Information:** Used from 1/19/2010 to 1/18/2011 as final comp period. Used special comp reported until 6/2010, since that is all which has been reported as of 10/27/10.



## CUSTOMER TOUCH POINT (CTP) REPORT

**NAME:** Hurt, Darryl

**ID INFO:**

---

**Category:** Service Retirement

**CTP Type:** Customer Note

**Date:** 10/20/2010

**Division:** FIELD SERVICES DIVISION

**Staff:** Van Buren, Zoraya

**Information:** Mbr was no show to 10/20/10 appt. Mbr came in day before to submit 369s.

---

**Category:** No Category

**CTP Type:** Customer Note

**Date:** 10/19/2010

**Division:** FIELD SERVICES DIVISION

**Staff:** Arredondo, Elizabeth M

**Information:** Member submitted 369d for SR pending IDR with retirement date 01/19/11 and elected option 4 (2w+1) naming spouse for option 2w and parents for option 1 lump sum. Signatures already notarized. Forwarded 369d, direct deposit and marriage certificate to BNSD. Member will mail or fax in spouse birth certificate.

---

**Category:** No Category

**CTP Type:** Customer Note

**Date:** 09/01/2010

**Division:** FIELD SERVICES DIVISION

**Staff:** Arredondo, Elizabeth M

**Information:** Member submitted redeposit of withdrawn contributions, forwarded to MBSD. Member is local safety applying for SR pending IDR. Advised member disability application will need to be completed instead of service retirement application. Ordered IDR estimate. Scheduled member for 1-1 appointment for 10/20/10 at 11:30 am to submit application for retirement date 01/19/11.

---

**Category:** No Category

**CTP Type:** Customer Note

**Date:** 06/24/2010

**Division:** Customer Service and Education Division

**Staff:** Harmon, Marletta F

**Information:** assisted with mbr's ARSC estimate

---

**Category:** No Category

**CTP Type:** Customer Note

**Date:** 05/10/2010

**Division:** Customer Service and Education Division

**Staff:** Maclennan, Joan K

**Information:** Retirement counseling.



## CUSTOMER TOUCH POINT (CTP) REPORT

**NAME:** Hurt, Darryl

**ID INFC**

---

**Category:** No Category

**CTP Type:** Customer Note

**Date:** 05/04/2010

**Division:** FIELD SERVICES DIVISION

**Staff:** Gutierrez-Ledesma, Gloria P

**Information:** Member wanted to know his payrate ER is reporting. Reviewed his pay reporting.

---

**Category:** No Category

**CTP Type:** Customer Note

**Date:** 04/08/2010

**Division:** ACTUARIAL & EMPLOYER SERVICES DIVISION

**Staff:** Williams, Nancy B

**Information:** Advised ER of SC for mbr=27.753.

---

**Category:** No Category

**CTP Type:** Customer Note

**Date:** 04/01/2010

**Division:** ACTUARIAL & EMPLOYER SERVICES DIVISION

**Staff:** Gutierrez, Sonia

**Information:** er calling to verif mbrs acct balance and how long with other agency..

---

**Category:** No Category

**CTP Type:** Customer Note

**Date:** 07/11/2007

**Division:** ACTUARIAL & EMPLOYER SERVICES DIVISION

**Staff:** Elzey, Ray H

**Information:** ER asked what to do if member is trying to buy SPM which was a certificated position with MSD370 form. Advised that member cannot buy back that time with PERS. Advised ER to have member call STRS to see if he can buy back the time with that system.

---

**Category:** No Category

**CTP Type:** Customer Note

**Date:** 06/29/2007

**Division:** Customer Service and Education Division

**Staff:** Marquardt, Tom R

**Information:** inquiry on service credit purchase



## CUSTOMER TOUCH POINT (CTP) REPORT

**NAME:** Hurt, Darryl

**ID INFO:**

---

**Category:** No Category

**CTP Type:** Customer Note

**Date:** 06/25/2007

**Division:** Customer Service and Education Division

**Staff:** Minnis, Kimberly K

**Information:** Mbr calling to inquire on purchasing service credit. Advised on election and cert form with check.

---

**Category:** Costing Process

**CTP Type:** Customer Note

**Date:** 06/06/2007

**Division:** MEMBER SERVICES DIVISION

**Staff:** Innocenti, Jennifer L

**Information:** Completed service credit cost packet and sent to member.

---

**Category:** No Category

**CTP Type:** Customer Note

**Date:** 05/29/2007

**Division:** Customer Service and Education Division

**Staff:** Martinez, Carol D

**Information:** Reviewed Redeposit application

---

**Category:** No Category

**CTP Type:** Customer Note

**Date:** 05/15/2007

**Division:** Customer Service and Education Division

**Staff:** Cool, Vickie E

**Information:** sent service credit

---

**Category:** Costing Process

**CTP Type:** Customer Note

**Date:** 09/27/2004

**Division:** MEMBER SERVICES DIVISION

**Staff:** Bolanos, Jenny

**Information:** Sent ARSC confirmation packet to member. No estimate attached.



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Home Participant Business Partner Benefits Benefit Admin Admin Workflow my Toolbox

Summary Balance Relationships Record Maintenance Receivables Community Property Service Credit Purchase Reports

Common Tasks

Participant Name: Timothy M Bacon

CalPERS ID:

Menu

Notes Summary

Search

Creation Date: 03/15/2012

Online Account Maintenance

Category: Legal Office

Member Elections

Type: Participant

Capture Interaction Information

Program:

Security Status: Unrestricted

Publications Ordering List

Note Detail

Publications History

Date Note

Updated By

03/15/2012 This member's final comp appeal has been received in LEGO and will be assigned to an attorney. Please refer appeal inquiries to 795-3675.

S. Satow / I

[Update Note](#)

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Build: v2.3.0 d Baseline: 120719 184015 v2.3 int.6291 UID: 601 Browser: IE 8.0  
Username: ssatow DataSource: env98ds Schema owner: null Server: ENV98 node5  
Action class: psr.web.mvc.general.cases.ViewNoteAction  
JSP: /ml/general/cases/viewNote.jsp  
SQL query executed by this page: 4 in 0.015 seconds with 4 rows received.  
Duplicate queries executed by this page: 0 in 0.000 seconds with 0 rows received.  
Action execution time: 0.093 seconds

Search by CalPERS ID



## CUSTOMER TOUCH POINT (CTP) REPORT

**NAME:** Bacon, Timothy

**ID INFO:**

---

**Category:** Disability Retirement

**CTP Type:** Customer Note

**Date:** 05/27/2011

**Division:** BENEFIT SERVICES DIVISION

**Staff:** Keller, Marylin

**Information:** Received time waiver signed by the mbr extending timeframe for ER to make a decision to 07/07/11.

---

**Category:** No Category

**CTP Type:** Customer Note

**Date:** 02/04/2011

**Division:** Customer Service and Education Division

**Staff:** Copher, Denise L

**Information:** call from agent: caller states that he should get the GH and the City's Percentage is equates to 10%. With this addition it would bring him up to 10%. caller is also looking for his Advanced certificates. Caller is going to call back if he has not received an adjustment on his account in the next two months.

---

**Category:** No Category

**CTP Type:** Customer Note

**Date:** 02/04/2011

**Division:** Customer Service and Education Division

**Staff:** Ramirez, Dennis R

**Information:** Transferred to IAA.

---

**Category:** Disability Retirement

**CTP Type:** Customer Note

**Date:** 12/21/2010

**Division:** BENEFIT SERVICES DIVISION

**Staff:** Keller, Marylin

**Information:** LS 2nd follow-up completed.

---

**Category:** No Category

**CTP Type:** Customer Note

**Date:** 12/13/2010

**Division:** Customer Service and Education Division

**Staff:** Taylor, Bessie J

**Information:** Advised mbr of golden handshake processing timeframe.



## CUSTOMER TOUCH POINT (CTP) REPORT

**NAME:** Bacon, Timothy

**ID INFO:**

---

**Category:** No Category

**CTP Type:** Customer Note

**Date:** 10/19/2010

**Division:** Customer Service and Education Division

**Staff:** Tabron, Sandra D

**Information:** agent transferred verified mbr requesting time frame per adjustment in monthly benefit, advised mbr per time frame.

---

**Category:** No Category

**CTP Type:** Customer Note

**Date:** 10/19/2010

**Division:** Customer Service and Education Division

**Staff:** Tabron, Sandra D

**Information:** mailed duplicate statements per mbrs request.

---

**Category:** No Category

**CTP Type:** Customer Note

**Date:** 10/19/2010

**Division:** Customer Service and Education Division

**Staff:** Syrock, Barbara

**Information:** Member requested info on payroll reported, transferred to IAA

---

**Category:** No Category

**CTP Type:** Customer Note

**Date:** 10/19/2010

**Division:** Customer Service and Education Division

**Staff:** Tran, Linh D

**Information:** Rusty Porterfield (financial institution) unable to verify. gave General information.

---

**Category:** Service Credits

**CTP Type:** Customer Note

**Date:** 10/05/2010

**Division:** MEMBER SERVICES DIVISION

**Staff:** Nassar, Raghda Syrah

**Information:** Spoke with member 10/5/10 regarding ARSC request; member advised me that he is no longer interested in pursuing the purchase of ARSC because he has already received a settlement from a lawsuit that was in process with his employer. Member asked that I close request and note his decision not to purchase ARSC.



## CUSTOMER TOUCH POINT (CTP) REPORT

**NAME:** Bacon, Timothy

**ID INFO:**

---

**Category:** No Category

**CTP Type:** Customer Note

**Date:** 09/28/2010

**Division:** BENEFIT SERVICES DIVISION

**Staff:** Abad Santos, Katherine C

**Information:** Reviewed MSD-286, Service Credit election is not beneficial to IDR allowance. Member is already at 80.791% of the final comp (SR payable). Additional service credit will not increase IDR allowance (w/c is only 50% of the final comp). Route back MSD-286 (completed) to MBSD Unit 835.

---

**Category:** Costing Process

**CTP Type:** Customer Note

**Date:** 09/14/2010

**Division:** MEMBER SERVICES DIVISION

**Staff:** Nassar, Raghda Syrah

**Information:** Sent form MSD - 286 to BNSD to determine if ARSC purchase will be beneficial to member (due to pending IDR).  
Attached calc sheet for 1-3 years of ARSC with cost benefit.

ARSC confirmation letter completed (however it is on hold until BNSD makes above determination);  
Pay rate used is \$14,625.64. (Monthly pay rate \$12,603.55 plus special comp \$2,022.09);  
Confirmation letter mailed because member used a lower amount for pay rate in online estimate (\$14,000.00);  
Added docs to DMS.

Note - confirmation letter reflects cost info for 1-3 years only (since member only requested cost info for 3.000 years) to prevent from exceeding retirement benefit cap (applies to Safety members 50 yrs of age & younger).

---

**Category:** Disability Retirement

**CTP Type:** Customer Note

**Date:** 09/14/2010

**Division:** BENEFIT SERVICES DIVISION

**Staff:** Keller, Marylin

**Information:** LS 1st follow-up completed. Next follow-up 11/14/10.



## CUSTOMER TOUCH POINT (CTP) REPORT

**NAME:** Bacon, Timothy

**ID INFO:**

---

**Category:** No Category

**CTP Type:** Customer Note

**Date:** 08/23/2010

**Division:** Customer Service and Education Division

**Staff:** Segovia, Dioscoro Robin

**Information:** Mbr called and upset about the IV that he was asking to be fax to him. Pls refer to docs copy date 8/18/10. Mbr requested the IV with the explanation why he wants it right away. Per docs copy date 8/18/10 a copy of the IV was mailed to him and the mbr didn't received it. Mbr said that he lost a certain amount of money each if he cannot provide the company of his allowance. He doesn't want to lost additional money anymore. Mbr insist to talked to BNSD. Transferred mbr to patricia

---

**Category:** No Category

**CTP Type:** Customer Note

**Date:** 08/23/2010

**Division:** Customer Service and Education Division

**Staff:** Restani, Carol

**Information:** mbr called last week and stated that he was given fax number to BNSD to request inc veri ltr be expedited and that they would fax him a copy of that ltr...stated he has not rec'd yet and it is now urgent he get it as soon as possible....trans to IAA for further assistance.

---

**Category:** No Category

**CTP Type:** Customer Note

**Date:** 08/23/2010

**Division:** Customer Service and Education Division

**Staff:** Berry, Kelly A

**Information:** Rusty Porterfield, from Paramount Mortgage called and I provided BNSD's fax number for requesting IV letter.

---

**Category:** No Category

**CTP Type:** Customer Note

**Date:** 08/18/2010

**Division:** Customer Service and Education Division

**Staff:** Amenityro, Maria G

**Information:** mailed copy of roll letter, advised mbr process for update of golden handshake



## CUSTOMER TOUCH POINT (CTP) REPORT

**NAME:** Bacon, Timothy

**ID INFO:**

---

**Category:** No Category

**CTP Type:** Customer Note

**Date:** 08/18/2010

**Division:** Customer Service and Education Division

**Staff:** Amenyro, Maria G

**Information:** mailed income verification letter, gave fax number, informed mbr to fax in with a signed release asking for the income verification letter to be expedited, and state reason why,

---

**Category:** Disability Retirement

**CTP Type:** Customer Note

**Date:** 07/07/2010

**Division:** BENEFIT SERVICES DIVISION

**Staff:** Keller, Marylin

**Information:** LS 1st letters completed. Next follow-up 09/07/10.

---

**Category:** No Category

**CTP Type:** Customer Note

**Date:** 06/29/2010

**Division:** Customer Service and Education Division

**Staff:** Mauricio, Stacy

**Information:** Copy of mbrs Marriage cert. Retained to mbrs DMS file. Doc# 89057944

---

**Category:** No Category

**CTP Type:** Customer Note

**Date:** 06/28/2010

**Division:** FIELD SERVICES DIVISION

**Staff:** Price, Marietta C

**Information:** Member has an 369s in doc copy dated 05-12-2010; attached a letter with his IDR app and forwarded to BNSD. elected option 4(2w&1) naming spouse as lifetime beneficiary, option 1 shared with daughter Danielle, sons Donald and Jacob, and witnessed both signatures.

---

**Category:** Comp Review

**CTP Type:** Customer Note

**Date:** 06/25/2010

**Division:** ACTUARIAL & EMPLOYER SERVICES DIVISION

**Staff:** Livingston, Cheryl D

**Information:** Compensation review completed.



## CUSTOMER TOUCH POINT (CTP) REPORT

**NAME:** Bacon, Timothy

**ID INFO:**

---

**Category:** No Category

**CTP Type:** Customer Note

**Date:** 06/22/2010

**Division:** FIELD SERVICES DIVISION

**Staff:** Gutierrez-Ledesma, Gloria P

**Information:** Submitted copy of Marriage Certificate. Provided a copy for member. Provided Pub. 35. Member to return tomorrow with completed application. Verified mbr.s ID. Forwarded Marriage Certificate to DMS.

---

**Category:** No Category

**CTP Type:** Customer Note

**Date:** 06/22/2010

**Division:** Customer Service and Education Division

**Staff:** Singh, Manjit

**Information:** Returned Member call in regards to feedback that he wanted to give to a Manager. Unable to reach member and left a message to call back.

---

**Category:** No Category

**CTP Type:** Customer Note

**Date:** 06/22/2010

**Division:** Customer Service and Education Division

**Staff:** Braziel-Moore, La Juanza D

**Information:** Mbr called back to file a complaint & wanted to speak to a supervisor

---

**Category:** No Category

**CTP Type:** Customer Note

**Date:** 06/22/2010

**Division:** Customer Service and Education Division

**Staff:** Wington, Christopher John

**Information:** Member called to verify final-comp for retirement calc. Advised, calc is not complete but once complete, Pers will mail BAS-11 letter with detailed calc info/final-comp to member. At this, member became frustrated and verbally abusive, yelling explicit language. Closed the call.

---

**Category:** Retirement Estimate

**CTP Type:** Customer Note

**Date:** 06/03/2010

**Division:** MEMBER SERVICES DIVISION

**Staff:** Johnson, Essie V

**Information:** Special Compensation was not included in estimate. It need to be verified by Compensation Review .





## CUSTOMER TOUCH POINT (CTP) REPORT

**NAME:** Bacon, Timothy

**ID INFO:**

---

**Category:** No Category

**CTP Type:** Customer Note

**Date:** 06/03/2010

**Division:** ACTUARIAL & EMPLOYER SERVICES DIVISION

**Staff:** Herrera, Deanna L

**Information:** ER called regarding MBRs SR status. Informed app on file.

---

**Category:** Comp Review

**CTP Type:** Customer Note

**Date:** 05/24/2010

**Division:** BENEFIT SERVICES DIVISION

**Staff:** Carter, William A

**Information:** Expedite, request to AESD to review compensation for retirement calculation.

---

**Category:** Service Retirement

**CTP Type:** Visit

**Date:** 05/10/2010

**Division:** FIELD SERVICES DIVISION

**Staff:** Ban, Leilani

**Information:** Member submitted 369S with RD of 07/17/2010 and elected option 4(2W/1); designating spouse for option 2W indiv lifetime bene and RDB; designating children for option 1 balance. Witnessed signatures. Forwarded 369S, EFT, and spouse's I.D. to BNSD. Provided a copy to mbr. Assisted and explained Request for Service Credit Cost Info-ARSC. Forwarded to MBSD. Provided a copy to mbr and explained timeframe for processing. Member mentioned disability. Provided PUB 35 and explained 369D; service pending IDR. Member is currently working with an attorney. Member will make determination when physician & attorney make a decision. Explained process. Member will mail/drop-off marriage cert at a later time. Phone: [REDACTED]

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**Category:** No Category

**CTP Type:** Customer Note

**Date:** 05/10/2010

**Division:** ACTUARIAL & EMPLOYER SERVICES DIVISION

**Staff:** Williams, Nancy B

**Information:** Advised ER that mbr can retire on his DOB.



## CUSTOMER TOUCH POINT (CTP) REPORT

**NAME:** Bacon, Timothy

**ID INFO:**

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**Category:** No Category

**CTP Type:** Customer Note

**Date:** 05/10/2010

**Division:** Customer Service and Education Division

**Staff:** Steinkraus, Linda R

**Information:** mbr to submit costing request for ARSC today when he turns in SR app

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**Category:** No Category

**CTP Type:** Customer Note

**Date:** 05/10/2010

**Division:** Customer Service and Education Division

**Staff:** Steinkraus, Linda R

**Information:** discussed option 2w/1 combined

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**Category:** No Category

**CTP Type:** Customer Note

**Date:** 05/04/2010

**Division:** FIELD SERVICES DIVISION

**Staff:** Arredondo, Elizabeth M

**Information:** Enrolled member in class 4 in Victorville on 05/18/10 at 1:30 pm. Advised member he can walk in to regional office to submit application.

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**Category:** No Category

**CTP Type:** Customer Note

**Date:** 04/14/2010

**Division:** FIELD SERVICES DIVISION

**Staff:** Wilson, Silvia M

**Information:** Provided PUB-43 along with ARSC cost request, offered to assist member with ARSC cost calculation but member declined, saying the city is offering to buy 3 years of service credit for him. Not sure how that was going to work. Informed him that ARSC cost request has to be in before his retirement date, which he says is July 17th. ER may also change is payrate retro actively according to him

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**Category:** No Category

**CTP Type:** Customer Note

**Date:** 04/08/2010

**Division:** ACTUARIAL & EMPLOYER SERVICES DIVISION

**Staff:** Williams, Nancy B

**Information:** Advised ER of mbr SC=26.858.

Participant Name: Darryl L Hurt  
 Position: Police Lieutenant

CALPERS ID: 1

R/D: 1/19/2011

County: Riverside  
 Employer: City of Riverside

5/22/15

Type	Eff Date	Post Date	Pay Rate	Pay Type	Schedule	Earnings	Special Comp	Taxed	Tax Deferred	Service	Employer
06 - Special Compensation	1/17/2011	1/31/2011	\$0.00	Monthly	Bi-Weekly	\$0.00	\$5,593.78	\$0.00	\$503.44	0.00000	City of Riverside
01 - Regular Payroll	1/17/2011	1/31/2011	\$14,588.49	Monthly	Bi-Weekly	\$5,891.54	\$0.00	\$530.24	\$0.00	0.0462	City of Riverside
06 - Special Compensation	1/6/2011	1/31/2011	\$0.00	Monthly	Bi-Weekly	\$0.00	\$859.62	\$0.00	\$77.37	0.00000	City of Riverside
01 - Regular Payroll	1/6/2011	1/31/2011	\$14,588.49	Monthly	Bi-Weekly	\$6,733.18	\$0.00	\$605.99	\$605.99	0.0462	City of Riverside
01 - Regular Payroll	12/23/2010	1/31/2011	\$14,588.49	Monthly	Bi-Weekly	\$6,733.18	\$0.00	\$605.99	\$605.99	0.0462	City of Riverside
06 - Special Compensation	12/23/2010	1/31/2011	\$0.00	Monthly	Bi-Weekly	\$0.00	\$859.62	\$0.00	\$77.37	0.00000	City of Riverside
01 - Regular Payroll	12/9/2010	1/31/2011	\$14,588.49	Monthly	Bi-Weekly	\$6,733.18	\$0.00	\$605.99	\$605.99	0.0462	City of Riverside
06 - Special Compensation	12/9/2010	1/31/2011	\$0.00	Monthly	Bi-Weekly	\$0.00	\$859.62	\$0.00	\$77.37	0.00000	City of Riverside
01 - Regular Payroll	11/25/2010	1/31/2011	\$14,588.49	Monthly	Bi-Weekly	\$6,733.18	\$0.00	\$605.99	\$605.99	0.0462	City of Riverside
06 - Special Compensation	11/25/2010	1/31/2011	\$0.00	Monthly	Bi-Weekly	\$0.00	\$859.62	\$0.00	\$77.37	0.00000	City of Riverside
01 - Regular Payroll	11/11/2010	1/31/2011	\$14,588.49	Monthly	Bi-Weekly	\$6,733.18	\$0.00	\$605.99	\$605.99	0.0462	City of Riverside
06 - Special Compensation	11/11/2010	1/31/2011	\$0.00	Monthly	Bi-Weekly	\$0.00	\$11,275.00	\$0.00	\$1,014.75	0.00000	City of Riverside
01 - Regular Payroll	10/28/2010	1/31/2011	\$14,588.49	Monthly	Bi-Weekly	\$6,733.18	\$0.00	\$605.99	\$605.99	0.0462	City of Riverside
06 - Special Compensation	10/28/2010	10/31/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$859.62	\$0.00	\$77.37	0.00000	City of Riverside
06 - Special Compensation	10/14/2010	10/31/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$859.62	\$0.00	\$77.37	0.00000	City of Riverside
01 - Regular Payroll	10/14/2010	1/31/2011	\$14,588.49	Monthly	Bi-Weekly	\$6,733.18	\$0.00	\$605.99	\$605.99	0.0462	City of Riverside
06 - Special Compensation	9/30/2010	9/30/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$859.62	\$0.00	\$77.37	0.00000	City of Riverside
01 - Regular Payroll	9/30/2010	9/30/2010	\$14,588.49	Monthly	Bi-Weekly	\$6,733.18	\$0.00	\$605.99	\$605.99	0.0462	City of Riverside
06 - Special Compensation	9/16/2010	9/30/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$859.62	\$0.00	\$77.37	0.00000	City of Riverside
01 - Regular Payroll	9/16/2010	9/30/2010	\$14,588.49	Monthly	Bi-Weekly	\$6,733.18	\$0.00	\$605.99	\$605.99	0.0462	City of Riverside
01 - Regular Payroll	9/2/2010	9/30/2010	\$14,588.49	Monthly	Bi-Weekly	\$6,733.18	\$0.00	\$605.99	\$605.99	0.0462	City of Riverside
06 - Special Compensation	9/2/2010	9/30/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$859.62	\$0.00	\$77.37	0.00000	City of Riverside
01 - Regular Payroll	8/19/2010	9/30/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$859.62	\$0.00	\$77.37	0.00000	City of Riverside
06 - Special Compensation	8/19/2010	9/30/2010	\$14,588.49	Monthly	Bi-Weekly	\$6,733.18	\$0.00	\$605.99	\$605.99	0.0462	City of Riverside
01 - Regular Payroll	8/5/2010	9/30/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$859.62	\$0.00	\$77.37	0.00000	City of Riverside
06 - Special Compensation	8/5/2010	9/30/2010	\$14,588.49	Monthly	Bi-Weekly	\$6,733.18	\$0.00	\$605.99	\$605.99	0.0462	City of Riverside
01 - Regular Payroll	7/22/2010	9/30/2010	\$14,588.49	Monthly	Bi-Weekly	\$6,733.18	\$0.00	\$605.99	\$605.99	0.0462	City of Riverside
06 - Special Compensation	7/22/2010	9/30/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$859.62	\$0.00	\$77.37	0.00000	City of Riverside
06 - Special Compensation	7/8/2010	9/30/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$859.62	\$0.00	\$77.37	0.00000	City of Riverside
01 - Regular Payroll	7/8/2010	9/30/2010	\$14,588.49	Monthly	Bi-Weekly	\$6,733.18	\$0.00	\$605.99	\$605.99	0.0462	City of Riverside
06 - Special Compensation	6/24/2010	6/30/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$859.62	\$0.00	\$77.37	0.00000	City of Riverside
01 - Regular Payroll	6/24/2010	6/30/2010	\$14,588.49	Monthly	Bi-Weekly	\$6,733.18	\$0.00	\$605.99	\$605.99	0.0462	City of Riverside
06 - Special Compensation	6/10/2010	6/30/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$859.62	\$0.00	\$77.37	0.00000	City of Riverside
01 - Regular Payroll	6/10/2010	6/30/2010	\$14,588.49	Monthly	Bi-Weekly	\$6,733.18	\$0.00	\$605.99	\$605.99	0.0462	City of Riverside
06 - Special Compensation	5/27/2010	5/31/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.00000	City of Riverside
01 - Regular Payroll	5/27/2010	5/31/2010	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$523.54	\$523.54	0.0462	City of Riverside
06 - Special Compensation	5/13/2010	5/31/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.00000	City of Riverside
01 - Regular Payroll	5/13/2010	5/31/2010	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$523.54	\$523.54	0.0462	City of Riverside
06 - Special Compensation	4/29/2010	4/30/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.00000	City of Riverside
01 - Regular Payroll	4/29/2010	4/30/2010	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$523.54	\$523.54	0.0462	City of Riverside



Type	Eff Date	Post Date	Pay Rate	Pay Type	Schedule	Earnings	Special Comp	Taxed	Tax Deferred	Service	Employer
06 - Special Compensation	4/15/2010	4/30/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	4/15/2010	4/30/2010	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
01 - Regular Payroll	4/1/2010	4/30/2010	\$12,603.55	Monthly	Bi-Weekly	\$5,817.07	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	4/1/2010	4/30/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
06 - Special Compensation	3/18/2010	3/31/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	3/18/2010	3/31/2010	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	3/4/2010	3/31/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	3/4/2010	3/31/2010	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	2/18/2010	3/31/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	2/18/2010	3/31/2010	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
01 - Regular Payroll	2/4/2010	3/31/2010	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	2/4/2010	3/31/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	1/21/2010	3/31/2010	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	1/21/2010	3/31/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
06 - Special Compensation	1/7/2010	3/31/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	1/7/2010	3/31/2010	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	12/24/2009	3/31/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	12/24/2009	3/31/2010	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	12/24/2009	3/31/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	12/24/2009	3/31/2010	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	12/10/2009	3/31/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	12/10/2009	3/31/2010	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	11/26/2009	3/31/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	11/26/2009	3/31/2010	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	11/12/2009	11/30/2009	\$0.00	Monthly	Bi-Weekly	\$0.00	\$10,561.41	\$0.00	\$950.53	0.0000	City of Riverside
01 - Regular Payroll	11/12/2009	3/31/2010	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
01 - Regular Payroll	10/29/2009	10/31/2009	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	10/29/2009	10/31/2009	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
06 - Special Compensation	10/15/2009	10/31/2009	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	10/15/2009	10/31/2009	\$12,603.55	Monthly	Bi-Weekly	\$5,817.07	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	10/1/2009	10/31/2009	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	10/1/2009	10/31/2009	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	9/17/2009	10/31/2009	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	9/17/2009	10/31/2009	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
01 - Regular Payroll	9/3/2009	10/31/2009	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	9/3/2009	10/31/2009	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
06 - Special Compensation	8/20/2009	10/31/2009	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	8/20/2009	10/31/2009	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	8/6/2009	10/31/2009	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	8/6/2009	10/31/2009	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
01 - Regular Payroll	7/23/2009	10/31/2009	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	7/23/2009	10/31/2009	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
06 - Special Compensation	7/9/2009	10/31/2009	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	7/9/2009	10/31/2009	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside



Type	Eff Date	Post Date	Pay Rate	Pay Type	Schedule	Earnings	Special Comp	Taxed	Tax Deferred	Service	Employer
06 - Special Compensation	2/19/2009	12/31/2009	\$0.00		Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	2/19/2009	12/31/2009	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	6/25/2009	6/30/2009	\$0.00		Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	6/25/2009	6/30/2009	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	6/11/2009	6/30/2009	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
01 - Regular Payroll	6/11/2009	6/30/2009	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
06 - Special Compensation	5/28/2009	5/31/2009	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
01 - Regular Payroll	5/28/2009	5/31/2009	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
06 - Special Compensation	5/14/2009	5/31/2009	\$12,603.55	Monthly	Bi-Weekly	\$5,817.07	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
01 - Regular Payroll	5/14/2009	5/31/2009	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
06 - Special Compensation	4/30/2009	4/30/2009	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
01 - Regular Payroll	4/30/2009	4/30/2009	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
06 - Special Compensation	4/16/2009	4/30/2009	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
01 - Regular Payroll	4/16/2009	4/30/2009	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
06 - Special Compensation	4/2/2009	4/30/2009	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
01 - Regular Payroll	4/2/2009	4/30/2009	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
06 - Special Compensation	3/19/2009	4/30/2009	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
01 - Regular Payroll	3/19/2009	4/30/2009	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
06 - Special Compensation	3/5/2009	3/31/2009	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
01 - Regular Payroll	3/5/2009	3/31/2009	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
06 - Special Compensation	2/5/2009	2/28/2009	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
01 - Regular Payroll	2/5/2009	2/28/2009	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
06 - Special Compensation	2/5/2009	2/28/2009	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	1/22/2009	2/28/2009	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	1/22/2009	2/28/2009	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
06 - Special Compensation	1/8/2009	2/28/2009	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	1/8/2009	2/28/2009	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	1/25/2008	2/28/2009	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	1/25/2008	2/28/2009	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	12/11/2008	2/28/2009	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
01 - Regular Payroll	12/11/2008	2/28/2009	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
06 - Special Compensation	11/27/2008	11/30/2008	\$12,603.55	Monthly	Bi-Weekly	\$5,817.07	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
01 - Regular Payroll	11/27/2008	11/30/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
06 - Special Compensation	11/13/2008	11/30/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$7,289.31	\$0.00	\$666.04	0.0000	City of Riverside
01 - Regular Payroll	11/13/2008	11/30/2008	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	10/30/2008	10/31/2008	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
01 - Regular Payroll	10/30/2008	10/31/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
06 - Special Compensation	10/16/2008	10/31/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	10/16/2008	10/31/2008	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	10/2/2008	10/31/2008	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
01 - Regular Payroll	10/2/2008	10/31/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
06 - Special Compensation	9/18/2008	10/31/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	9/18/2008	10/31/2008	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside



Type	Eff Date	Post Date	Pay Rate	Pay Type	Schedule	Earnings	Special Comp	Taxed	Tax Deferred	Service	Employer
06 - Special Compensation	9/4/2008	10/31/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	9/4/2008	10/31/2008	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
01 - Regular Payroll	8/21/2008	8/31/2008	\$12,603.55	Monthly	Bi-Weekly	\$5,817.07	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	8/21/2008	10/31/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	8/7/2008	8/31/2008	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	8/7/2008	10/31/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	7/24/2008	8/31/2008	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	7/24/2008	10/31/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
06 - Special Compensation	7/10/2008	10/31/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	7/10/2008	8/31/2008	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	6/12/2008	7/31/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$723.91	\$0.00	\$65.15	0.0000	City of Riverside
01 - Regular Payroll	6/12/2008	7/31/2008	\$12,236.27	Monthly	Bi-Weekly	\$5,647.54	\$0.00	\$0.00	\$508.28	0.0462	City of Riverside
06 - Special Compensation	6/26/2008	6/30/2008	\$12,236.27	Monthly	Bi-Weekly	\$5,647.54	\$0.00	\$0.00	\$508.28	0.0462	City of Riverside
01 - Regular Payroll	6/26/2008	6/30/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$723.91	\$0.00	\$65.15	0.0000	City of Riverside
06 - Special Compensation	5/29/2008	5/31/2008	\$12,236.27	Monthly	Bi-Weekly	\$5,647.54	\$0.00	\$0.00	\$508.28	0.0462	City of Riverside
01 - Regular Payroll	5/29/2008	5/31/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$723.91	\$0.00	\$65.15	0.0000	City of Riverside
06 - Special Compensation	5/15/2008	5/31/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$723.91	\$0.00	\$65.15	0.0000	City of Riverside
01 - Regular Payroll	5/15/2008	5/31/2008	\$12,236.27	Monthly	Bi-Weekly	\$5,647.54	\$0.00	\$0.00	\$508.28	0.0462	City of Riverside
06 - Special Compensation	5/1/2008	5/31/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$723.91	\$0.00	\$65.15	0.0000	City of Riverside
01 - Regular Payroll	5/1/2008	5/31/2008	\$12,236.27	Monthly	Bi-Weekly	\$5,647.54	\$0.00	\$0.00	\$508.28	0.0462	City of Riverside
06 - Special Compensation	4/17/2008	5/31/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$723.91	\$0.00	\$65.15	0.0000	City of Riverside
01 - Regular Payroll	4/17/2008	5/31/2008	\$12,236.27	Monthly	Bi-Weekly	\$5,647.54	\$0.00	\$0.00	\$508.28	0.0462	City of Riverside
06 - Special Compensation	4/3/2008	5/31/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$723.91	\$0.00	\$65.15	0.0000	City of Riverside
01 - Regular Payroll	4/3/2008	5/31/2008	\$12,236.27	Monthly	Bi-Weekly	\$5,647.54	\$0.00	\$0.00	\$508.28	0.0462	City of Riverside
06 - Special Compensation	3/20/2008	5/31/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$723.91	\$0.00	\$65.15	0.0000	City of Riverside
01 - Regular Payroll	3/20/2008	5/31/2008	\$12,236.27	Monthly	Bi-Weekly	\$5,647.54	\$0.00	\$0.00	\$508.28	0.0462	City of Riverside
06 - Special Compensation	3/6/2008	5/31/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$723.91	\$0.00	\$65.15	0.0000	City of Riverside
01 - Regular Payroll	3/6/2008	5/31/2008	\$12,236.27	Monthly	Bi-Weekly	\$5,647.54	\$0.00	\$0.00	\$508.28	0.0462	City of Riverside
06 - Special Compensation	2/21/2008	5/31/2008	\$12,236.27	Monthly	Bi-Weekly	\$5,647.54	\$0.00	\$0.00	\$508.28	0.0462	City of Riverside
01 - Regular Payroll	2/21/2008	5/31/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$723.91	\$0.00	\$65.15	0.0000	City of Riverside
06 - Special Compensation	2/7/2008	2/29/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$723.91	\$0.00	\$65.15	0.0000	City of Riverside
01 - Regular Payroll	2/7/2008	2/29/2008	\$12,236.27	Monthly	Bi-Weekly	\$5,647.54	\$0.00	\$0.00	\$508.28	0.0462	City of Riverside
06 - Special Compensation	1/24/2008	5/31/2008	\$12,236.27	Monthly	Bi-Weekly	\$5,647.54	\$0.00	\$0.00	\$508.28	0.0462	City of Riverside
01 - Regular Payroll	1/24/2008	5/31/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$723.91	\$0.00	\$65.15	0.0000	City of Riverside
06 - Special Compensation	1/10/2008	5/31/2008	\$12,236.27	Monthly	Bi-Weekly	\$5,647.54	\$0.00	\$0.00	\$508.28	0.0462	City of Riverside
01 - Regular Payroll	1/10/2008	5/31/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$723.91	\$0.00	\$65.15	0.0000	City of Riverside



Participant Name: Timothy M Bacon  
Position: Police Lieutenant

CALPERS ID:

R/D: 7/17/2010

County: Riverside  
Employer: City of Riverside

5/22/15

Type	Eff Date	Post Date	Pay Rate	Pay Type	Schedule	Earnings	Special Comp	Taxed	Tax Deferred	Service	Employer
01 - Regular Payroll	7/15/2010	7/31/2010	\$14,588.49	Monthly	Bi-Weekly	\$4,208.24	\$0.00	\$0.00	\$378.74	0.0288	City of Riverside
06 - Special Compensation	7/15/2010	7/31/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$9,381.12	\$0.00	\$844.31	0.0000	City of Riverside
01 - Regular Payroll	7/8/2010	7/31/2010	\$14,588.49	Monthly	Bi-Weekly	\$6,733.18	\$0.00	\$0.00	\$605.99	0.0462	City of Riverside
06 - Special Compensation	7/8/2010	7/31/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$859.62	\$0.00	\$77.37	0.0000	City of Riverside
06 - Special Compensation	6/24/2010	6/30/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$859.62	\$0.00	\$77.37	0.0000	City of Riverside
01 - Regular Payroll	6/24/2010	6/30/2010	\$14,588.49	Monthly	Bi-Weekly	\$6,733.18	\$0.00	\$0.00	\$605.99	0.0462	City of Riverside
06 - Special Compensation	6/24/2010	6/30/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$859.62	\$0.00	\$77.37	0.0000	City of Riverside
01 - Regular Payroll	6/10/2010	6/30/2010	\$14,588.49	Monthly	Bi-Weekly	\$6,733.18	\$0.00	\$0.00	\$605.99	0.0462	City of Riverside
06 - Special Compensation	6/10/2010	6/30/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$859.62	\$0.00	\$77.37	0.0000	City of Riverside
01 - Regular Payroll	5/27/2010	5/31/2010	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	5/27/2010	5/31/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	5/13/2010	5/31/2010	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	5/13/2010	5/31/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	4/29/2010	4/30/2010	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	4/29/2010	4/30/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	4/15/2010	4/30/2010	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	4/15/2010	4/30/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	4/1/2010	4/30/2010	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	4/1/2010	4/30/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	3/18/2010	4/30/2010	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	3/18/2010	4/30/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	3/4/2010	3/31/2010	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	3/4/2010	3/31/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	2/18/2010	2/28/2010	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	2/18/2010	2/28/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	2/4/2010	2/28/2010	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	2/4/2010	2/28/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	1/21/2010	1/31/2010	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	1/21/2010	1/31/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	1/7/2010	1/31/2010	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	1/7/2010	1/31/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	12/24/2009	1/31/2010	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	12/24/2009	1/31/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	12/10/2009	1/31/2010	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	12/10/2009	1/31/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	11/26/2009	1/31/2010	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	11/26/2009	1/31/2010	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	11/12/2009	1/30/2009	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	11/12/2009	1/30/2009	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	10/29/2009	10/31/2009	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	10/29/2009	10/31/2009	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	10/29/2009	10/31/2009	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside







Type	Eff Date	Post Date	Pay Rate	Pay Type	Schedule	Earnings	Special Comp	Taxed	Tax Deferred	Service	Employer
06 - Special Compensation	12/25/2008	2/28/2009	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	12/25/2008	2/28/2009	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	12/11/2008	2/28/2009	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
01 - Regular Payroll	12/11/2008	2/28/2009	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
06 - Special Compensation	11/27/2008	2/28/2009	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
01 - Regular Payroll	11/27/2008	2/28/2009	\$0.00	Monthly	Bi-Weekly	\$0.00	\$1,563.13	\$0.00	\$140.68	0.0000	City of Riverside
06 - Special Compensation	11/13/2008	2/28/2009	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
01 - Regular Payroll	11/13/2008	2/28/2009	\$0.00	Monthly	Bi-Weekly	\$0.00	\$4,835.23	\$0.00	\$435.17	0.0000	City of Riverside
06 - Special Compensation	10/30/2008	10/31/2008	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	10/30/2008	10/31/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
06 - Special Compensation	10/16/2008	10/31/2008	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
01 - Regular Payroll	10/16/2008	10/31/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	10/2/2008	10/31/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
01 - Regular Payroll	10/2/2008	10/31/2008	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
06 - Special Compensation	9/18/2008	10/31/2008	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
01 - Regular Payroll	9/18/2008	10/31/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
06 - Special Compensation	9/4/2008	10/31/2008	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
01 - Regular Payroll	9/4/2008	10/31/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$0.00	\$0.00	\$67.06	0.0000	City of Riverside
06 - Special Compensation	8/21/2008	10/31/2008	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
01 - Regular Payroll	8/21/2008	10/31/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
06 - Special Compensation	8/7/2008	10/31/2008	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
01 - Regular Payroll	8/7/2008	10/31/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$0.00	\$0.00	\$67.06	0.0000	City of Riverside
06 - Special Compensation	7/24/2008	10/31/2008	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
01 - Regular Payroll	7/24/2008	10/31/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$745.10	\$0.00	\$67.06	0.0000	City of Riverside
06 - Special Compensation	7/10/2008	10/31/2008	\$12,603.55	Monthly	Bi-Weekly	\$5,817.08	\$0.00	\$0.00	\$523.54	0.0462	City of Riverside
01 - Regular Payroll	7/10/2008	10/31/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$0.00	\$0.00	\$67.06	0.0000	City of Riverside
06 - Special Compensation	6/12/2008	7/31/2008	\$12,236.27	Monthly	Bi-Weekly	\$5,647.54	\$0.00	\$0.00	\$508.28	0.0462	City of Riverside
01 - Regular Payroll	6/12/2008	7/31/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$723.91	\$0.00	\$65.15	0.0000	City of Riverside
06 - Special Compensation	6/26/2008	6/30/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$723.91	\$0.00	\$65.15	0.0000	City of Riverside
01 - Regular Payroll	6/26/2008	6/30/2008	\$12,236.27	Monthly	Bi-Weekly	\$5,647.54	\$0.00	\$0.00	\$508.28	0.0462	City of Riverside
06 - Special Compensation	5/29/2008	5/31/2008	\$12,236.27	Monthly	Bi-Weekly	\$5,647.54	\$0.00	\$0.00	\$508.28	0.0462	City of Riverside
01 - Regular Payroll	5/29/2008	5/31/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$0.00	\$0.00	\$65.15	0.0000	City of Riverside
06 - Special Compensation	5/15/2008	5/31/2008	\$12,236.27	Monthly	Bi-Weekly	\$5,647.54	\$0.00	\$0.00	\$508.28	0.0462	City of Riverside
01 - Regular Payroll	5/15/2008	5/31/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$723.91	\$0.00	\$65.15	0.0000	City of Riverside
06 - Special Compensation	5/1/2008	5/31/2008	\$12,236.27	Monthly	Bi-Weekly	\$5,647.54	\$0.00	\$0.00	\$508.28	0.0462	City of Riverside
01 - Regular Payroll	5/1/2008	5/31/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$0.00	\$0.00	\$65.15	0.0000	City of Riverside
06 - Special Compensation	4/17/2008	5/31/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$723.91	\$0.00	\$65.15	0.0000	City of Riverside
01 - Regular Payroll	4/17/2008	5/31/2008	\$12,236.27	Monthly	Bi-Weekly	\$5,647.54	\$0.00	\$0.00	\$508.28	0.0462	City of Riverside
06 - Special Compensation	4/3/2008	5/31/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$0.00	\$0.00	\$65.15	0.0000	City of Riverside
01 - Regular Payroll	4/3/2008	5/31/2008	\$12,236.27	Monthly	Bi-Weekly	\$5,647.54	\$0.00	\$0.00	\$508.28	0.0462	City of Riverside
06 - Special Compensation	3/20/2008	5/31/2008	\$0.00	Monthly	Bi-Weekly	\$0.00	\$723.91	\$0.00	\$65.15	0.0000	City of Riverside
01 - Regular Payroll	3/20/2008	5/31/2008	\$12,236.27	Monthly	Bi-Weekly	\$5,647.54	\$0.00	\$0.00	\$508.28	0.0462	City of Riverside

Type	Eff Date	Post Date	Pay Rate	Pay Type	Schedule	Earnings	Special Comp	Taxed	Tax Deferred	Service	Employer
06 - Special Compensation	3/6/2008	5/31/2008	\$0.00		Bi-Weekly	\$0.00	\$723.91	\$0.00	\$65.15	0.0000	City of Riverside
01 - Regular Payroll	3/6/2008	5/31/2008	\$12,236.27	Monthly	Bi-Weekly	\$5,647.54	\$0.00	\$0.00	\$508.28	0.0462	City of Riverside
06 - Special Compensation	2/21/2008	5/31/2008	\$0.00		Bi-Weekly	\$0.00	\$723.91	\$0.00	\$65.15	0.0000	City of Riverside
01 - Regular Payroll	2/21/2008	5/31/2008	\$12,236.27	Monthly	Bi-Weekly	\$5,647.54	\$0.00	\$0.00	\$508.28	0.0462	City of Riverside
01 - Regular Payroll	2/7/2008	2/29/2008	\$12,236.27	Monthly	Bi-Weekly	\$5,647.54	\$0.00	\$0.00	\$508.28	0.0462	City of Riverside
06 - Special Compensation	2/7/2008	2/29/2008	\$0.00		Bi-Weekly	\$0.00	\$723.91	\$0.00	\$65.15	0.0000	City of Riverside
06 - Special Compensation	1/24/2008	5/31/2008	\$0.00		Bi-Weekly	\$0.00	\$723.91	\$0.00	\$65.15	0.0000	City of Riverside
01 - Regular Payroll	1/24/2008	5/31/2008	\$12,236.27	Monthly	Bi-Weekly	\$5,647.54	\$0.00	\$0.00	\$508.28	0.0462	City of Riverside
06 - Special Compensation	1/10/2008	5/31/2008	\$0.00		Bi-Weekly	\$0.00	\$723.91	\$0.00	\$65.15	0.0000	City of Riverside
01 - Regular Payroll	1/10/2008	5/31/2008	\$12,236.27	Monthly	Bi-Weekly	\$5,647.54	\$0.00	\$0.00	\$508.28	0.0462	City of Riverside

1 LOS ANGELES CALIFORNIA; MONDAY, APRIL 12, 2010; 2:12 P.M.

2 -oOo-

3  
4 THE CLERK: Calling Case Number CV 08-6372,  
5 Darryl Hurt versus City of Riverside, et al., and Case Number  
6 CV 08-6377, Tim Bacon versus City of Riverside, et al.

7 Counsel, please state your appearances.

8 MR. PERRY: Russell Perry for both plaintiffs.

9 MR. ROTH: Good afternoon, your Honor.

10 Richard Roth for defendants.

11 THE COURT: Good afternoon.

12 I understand the parties have reached a settlement  
13 in this case.

14 MR. ROTH: We have, your Honor.

15 THE COURT: And what -- we have -- would either  
16 counsel for the plaintiffs or counsel for the defendants  
17 place the settlement on the record.

18 MR. ROTH: I'm prepared to do so, your Honor.

19 THE COURT: All right.

20 MR. ROTH: May I be seated, sir, or would you  
21 prefer I stand?

22 THE COURT: As long as you -- well, if you would go  
23 over to the lectern and use the microphone to make sure that  
24 the court reporter can hear everything that you're saying.

25 MR. ROTH: Perfect, your Honor.

UNITED STATES DISTRICT COURT

H&B0058

EX. 15 - 1



1                   Your Honor, the -- it's my understanding that  
2                   parties have reached a settlement in this matter. And as  
3                   part of the settlement, that plaintiffs Hurt and Bacon have  
4                   agreed to execute a settlement agreement and general release  
5                   fully releasing defendants as to all claims and containing  
6                   the following essential terms, among others:

7                   Hurt will retire from the City of Riverside Police  
8                   Department as a police lieutenant on January 19, 2011, and  
9                   Bacon will retire as a police lieutenant on July 17, 2010,  
10                  both 50 years of age.

11                  And both will execute and return a completed  
12                  retirement application concurrent with the execution and  
13                  return of the settlement agreement document.

14                  Within 30 days of receipt by the City of a fully  
15                  executed original of the settlement agreement, the City will  
16                  pay to Hurt and Bacon additional compensation from  
17                  January 25, 2008, to today's date per the captain pay scale  
18                  and during the administrative leave period provided for in  
19                  a bit or before the City will ensure that both received at  
20                  least 12 months of compensation at the top-step captain rate  
21                  prior to their retirement.

22                  Upon retirement Hurt and Bacon will be entitled to  
23                  receive all benefits normally accorded retiring police  
24                  officers under City policy.

25                  Prior to January 19, 2011, in the case of

UNITED STATES DISTRICT COURT



1 Lieutenant Hurt, and July 17, 2010, in the case of Lieutenant  
2 Bacon, the City will pay to them a sum sufficient to allow  
3 them to purchase additional service credits under the  
4 California Public Employees Retirement System rules and  
5 regulations in order to enable them to retire with 30 years  
6 of service.

7 The City will place Lieutenants Hurt and Bacon on  
8 paid administrative leave at a monthly salary equivalent to  
9 the top-step captain's monthly salary rate with full benefits  
10 commencing tomorrow and continuing to the respective dates of  
11 their retirement.

12 On or before January 19, 2011, the City will pay to  
13 Lieutenant Hurt the sum of \$300,000 as noneconomic damages  
14 and on or before July 17, 2010, pay to Bacon the sum of  
15 \$250,000 as noneconomic damages.

16 Within 30 days of receipt by the City of a fully  
17 executed original of the settlement agreement, the City will  
18 pay to plaintiffs' law firm the sum of \$150,000 as full  
19 payment of plaintiffs' attorneys' fees and costs in this  
20 case.

21 Lieutenants Hurt and Bacon agree to maintain the  
22 confidentiality of and to not discuss the facts of the case,  
23 the allegations contained in the complaint or the amended  
24 complaint, and/or the terms and conditions of this  
25 settlement.

UNITED STATES DISTRICT COURT

H&B0060

EX. 15 - 3

1                   Finally, Lieutenants Hurt and Barte agree that they  
2 will not seek, apply for, or otherwise solicit employment  
3 with the City in the future.

4                   THE COURT: All right. Counsel, do you agree that  
5 those are the terms of the settlement?

6                   MR. PERRY: Your Honor, yes, to the extent there's  
7 a couple of clarifications I need to make, though, as far as  
8 the confidentiality agreement.

9                   The plaintiffs will agree to a confidentiality  
10 agreement, but they needed to be open enough to where if they  
11 apply for subsequent employment, that if they're going  
12 through a background investigation with the subsequent  
13 employer that they would be allowed to disclose  
14 information -- as required by the subsequent employer any  
15 information that would be required.

16                   THE COURT: Okay. Do you have any objection to  
17 that?

18                   MR. ROTH: Your Honor, may I confer with the City  
19 representative for one minute?

20                   THE COURT: Yes.

21                   (An off-the-record discussion was held.)

22                   MR. ROTH: Your Honor, the City would agree --  
23 we'll agree if asked by a law enforcement agency during the  
24 course of a background investigation that the plaintiffs may  
provide information in settlement agreement and general

UNITED STATES DISTRICT COURT

H&B0061

EX. 15 - 4

1 release document.

2 MR. PERRY: I'm not sure limiting it to a law  
3 enforcement agency would be necessary. It just could be  
4 anything. It could be passing a -- it could be the State Bar  
5 ten years from now asking about it as well.

6 MR. ROTH: Your Honor, if I may, our concern  
7 obviously is with republication. So from a practical  
8 standpoint we understand and recognize ~~that as a government~~  
9 ~~agency that the settlement agreement and release document, if~~  
10 there's a request made under the Public Records Act, we're  
11 required to release that.

12 THE COURT: Uh-huh.

13 MR. ROTH: We do not in any way want to interfere  
14 with the -- the opportunity of either Lieutenants Hurt or  
15 Bacon to secure subsequent employment, ~~but we are concerned~~  
16 ~~about republication beyond the essential question during the~~  
17 ~~interview process.~~

18 THE COURT: Okay. Do you have any objection to, if  
19 asked by a future employer, providing a copy of the  
20 settlement agreement in connection with an application for  
21 employment?

22 MR. ROTH: No, your Honor.

23 THE COURT: Okay. Is that satisfactory?

24 MR. PERRY: So they would still not be limited --  
25 they will not be able to discuss the facts of the

UNITED STATES DISTRICT COURT

H&B0062

EX. 15 - 5

1 case, but they would be presenting a settlement agreement?  
2 Is that what --

3 THE COURT: It seems to me if some -- if -- in  
4 connection with this employer, if some employer has a  
5 question about the case, it seems to me they can disclose  
6 if they reached a settlement with the City or in connection  
7 with an employment case. That's a matter of public record.  
8 And if they desire any -- if they desire to know the  
9 circumstances of it, they can furnish them with a copy of the  
10 settlement agreement.

11 MR. PERRY: Well, I think that covers the  
12 settlement agreement part, but if the employer wanted to ask  
13 more about the facts of the case, I think my clients should  
14 be able to disclose that to the employer -- to the employer  
15 if they had follow-up questions besides just the settlement  
16 agreement, your Honor.

17 THE COURT: Well, it seems to me that if they have  
18 follow-up questions, they could go to the City and ask the  
19 City --

20 Well, look, it's not a time to negotiate this. I'm  
21 not going to try to sit up here and negotiate it for you. If  
22 you want to settle the case, that's fine. If you want to  
23 have an opportunity to talk with the City about it, see if  
24 can you reach some resolution, that's fine.

25 I think what the City is after -- as most peop.

UNITED STATES DISTRICT COURT

H&B0063

EX. 15 - 6

1 are that seek confidentiality agreements -- they don't want  
2 this to become conversation around some watercooler or locker  
3 room. And if, in fact, they want to explain why they left  
4 the City, it seems to me the settlement agreement probably  
5 answers that.

6 And, you know, if they want to say we left on good  
7 terms, that's probably something the City -- well, that's  
8 going to be up to the City.

9 But to get into what the facts were -- you know,  
10 that's something everybody wants to kind of put behind them.  
11 And if it's in connection with some form of employment, I'm  
12 sure the City will work with them to come up with some  
13 satisfactory language that they can use in terms of trying to  
14 gain future employment that's agreeable to both sides.

15 MR. PERRY: Your Honor, if I may, can -- could we  
16 have a brief recess to be able to discuss it with the City?

17 THE COURT: That's fine. Let's see if we can cover  
18 anything else before we take that break.

19 MR. PERRY: The --

20 THE COURT: Do you have any other issues?

21 MR. PERRY: The other -- I just want to make sure  
22 it's clear when you said any and all in the release, that the  
23 release doesn't include any Workers' Comp or disability  
24 claims. I don't think that needs to be included in the  
release.

UNITED STATES DISTRICT COURT

H&B0064

EX. 15 - 7

1                   And other than that it sounds like everything  
2 all the other terms were -- the material terms of what was  
3 discussed in the settlement conference was the -- their use  
4 of a car. They were going to be allowed to use the car  
5 during the time period on administrative leave.

6                   Is that still there?

7                   MR. ROTH: It's our intention that the -- that they  
8 be placed on administrative leave and essentially perform no  
9 duties but get paid, and there would be no need for a City  
10 vehicle.

11                  MR. PERRY: If we could add that to what we'll  
12 discuss outside, your Honor, if that's okay.

13                  THE COURT: That's fine. Why don't you take  
14 a minute and talk about it. And let the clerk know when  
15 you're ready.

16                  MR. ROTH: Your Honor, if I may, with respect to  
17 the Workers' Comp claim -- Workers' Compensation claims,  
18 which are what I assume that's what counsel means when he  
19 talks about disability, are excluded from the provisions in  
20 the release language.

21                  THE COURT: Okay.

22                  THE CLERK: All rise.

23                  (Whereupon, from 2:31 p.m. to 2:53 p.m. a break was  
24 taken.)

25                  THE COURT: All right.                   I will see you...

UNITED STATES DISTRICT COURT



1 chance to confer?

2 MR. ROTH: We have, your Honor, and we've agreed on  
3 a revision to the confidentiality provision to add the  
4 following:

5 If the plaintiffs or either of them are asked by  
6 prospective employers in the future regarding this case,  
7 plaintiffs are authorized to provide a copy of the settlement  
8 agreement in the case and documents from the Federal District  
9 Court PACER file in conjunction with any such application for  
10 employment. Any further release of information must be by  
11 mutual consent.

12 In addition, the City -- and in that regard, the  
13 City will take no action to impede or otherwise interfere  
14 with plaintiffs' opportunity to secure future employment.

15 THE COURT: All right. Is that satisfactory?

16 MR. PERRY: That's satisfactory, your Honor.

17 THE COURT: All right.

18 MR. ROTH: And I believe that resolves all issues,  
19 your Honor.

20 THE COURT: Do you agree?

21 MR. PERRY: I concur.

22 THE COURT: All right. Let me ask the City or the  
23 representative from the City.

24 Are these the terms of the settlement as you  
25 understand it?

UNITED STATES DISTRICT COURT

H&B0066

EX. 15 - 9

MR. BROWN: Yes, they are, your Honor.

THE COURT: And are the terms of the settlement acceptable to the City?

MR. BROWN: They are, your Honor. I was authorized to accept the settlement proposal by the City Council.

THE COURT: All right. Thank you very much.

MR. BROWN: Thank you, your Honor.

THE COURT: And let me ask Plaintiff Bacon. Are these the terms of the settlement as you understand them?

PLAINTIFF BACON: Yes, they are, your Honor.

THE COURT: And are they acceptable to you?

PLAINTIFF BACON: That is correct.

THE COURT: All right. Thank you.

And let me ask Plaintiff Hurt.

Sir, are these the terms of the settlement as you understand them?

PLAINTIFF Hurt: Yes, they are.

THE COURT: And are they acceptable to you?

PLAINTIFF Hurt: Yes, they are, your Honor.

THE COURT: All right. Thank you very much.

All right. Does counsel anticipate how much time it will take to reduce this to writing?

MR. ROTH: Hopefully this next week, your Honor, but if we could have perhaps 30 days.

UNITED STATES DISTRICT COURT

H&B0067

THE COURT: That's fine.

What I'll do is I will dismiss the case without prejudice to either party within the next 30 days coming back to Court and seeking to have -- if for some reason the settlement is not consummated within that 30-day period, to come back to court to seek enforcement of the settlement agreement.

So that everybody's clear, the settlement is not contingent upon it being successfully reduced to writing. If for some reason it's not, either party can come back before the Court within the next 30 days and seek to have the Court enforce the terms of the settlement that have been placed on the record.

MR. PERRY: Thank you, your Honor.

MR. ROTH: Thank you, your Honor.

THE COURT: All right. Thank you very much.  
Thanks again.

MR. BROWN: Thank you, your Honor.

THE CLERK: All rise.

(Whereupon, at 2:56 p.m. the proceeding concluded.)

UNITED STATES DISTRICT COURT

H&B0068

EX. 15 - 11

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CERTIFICATE OF REPORTER

COUNTY OF LOS ANGELES )  
  ) ss.  
STATE OF CALIFORNIA   )

I, LEANDRA AMBER, OFFICIAL FEDERAL COURT REPORTER, REGISTERED  
PROFESSIONAL REPORTER, IN AND FOR THE UNITED STATES DISTRICT  
COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA, DO HEREBY  
CERTIFY THAT PURSUANT TO SECTION 753, TITLE 28, UNITED STATES  
CODE, THE FOREGOING IS A TRUE AND CORRECT TRANSCRIPT OF THE  
STENOGRAPHICALLY REPORTED PROCEEDINGS HELD IN THE  
ABOVE-ENTITLED MATTER AND THAT THE TRANSCRIPT PAGE FORMAT IS  
IN CONFORMANCE WITH THE REGULATIONS OF THE JUDICIAL  
CONFERENCE OF THE UNITED STATES.

DATE: \_\_\_\_\_

\_\_\_\_\_

LEANDRA AMBER, CSR 12070, RPR  
FEDERAL OFFICIAL COURT REPORTER

UNITED STATES DISTRICT COURT

---

**From:** Livingston, Cheryl  
**Sent:** Friday, April 08, 2011 4:17 PM  
**To:** Cozad, Jody  
**Subject:** FW: Hurt  
**Attachments:** 04-12-10 pa hurt v riverside CONFIDENTIAL FINAL.PDF

---

**From:** Hammond, Jeremy [mailto: [REDACTED]]  
**Sent:** Friday, April 08, 2011 4:15 PM  
**To:** Livingston, Cheryl  
**Subject:** RE: Hurt

Hi Cheryl - The settlement was placed on the record in court so all we have is the transcript of the settlement proceeding. Attached is the transcript.

Please let me know if you need any additional information.

Jeremy

---

**From:** Livingston, Cheryl [mailto: [REDACTED]]  
**Sent:** Friday, April 08, 2011 3:13 PM  
**To:** Hammond, Jeremy  
**Subject:** RE: Hurt

Good afternoon Jeremy, can you please send me a copy of the settlement agreement between the City of Riverside and Darryl Hurt; and the City of Riverside and Timothy Bacon, which will support the salary adjustments they both were granted effective 04/13/10? Please reply or call me at 916-795-0671 if you have any questions. Thank you and have a great weekend.

---

**From:** Hammond, Jeremy [mailto: [REDACTED]]  
**Sent:** Friday, March 11, 2011 9:57 AM  
**To:** Livingston, Cheryl  
**Subject:** RE: Hurt

Ms. Livingston – Attached, please find the last Personnel Action Form for Mr. Hurt that reflects a special salary adjustment resulting from a settlement agreement. The settlement agreement required Mr. Hurt to be compensated at the level of top step of the Captain Range, but he was not formally promoted to the rank of Captain. Please let me know if you need any additional information.

Regards,

Jeremy Hammond  
Deputy Director, Human Resources

---

**From:** Livingston, Cheryl [mailto: [REDACTED]]  
**Sent:** Friday, March 11, 2011 9:31 AM

**To:** Hammond, Jeremy  
**Subject:** Hurt

Hi Jeremy, thank you for responding to my voice message. Can you please provide clarification on Mr. Hurt's salary increase to top step for Captain, as his retirement application showed he was a Police Lieutenant and the 05/10-4 service period pay reported to CalPERS showed him at the top step? If you can also send me an email with Mr. Hurt's personnel action form or documentation showing him changing positions I'd appreciate it. Thank you.

City of Riverside  
Personnel Action Notice (P-2)

ORIGINAL

AP Appointment	LF Leave-FMLA	M Miscellaneous	P Promotion	RW Return to Work
AR Rehire	LG Leave-General	MD Merit-Denied	R Reclasse	SA Salary Adjustment
DI Demotion Involuntary	LM Leave Military	MI Merit Increase	RE Resigned	T Terminated
DV Demotion Voluntary	LP Leave-Pending	MS Merit-Special	RT Retirement	TE Transfer-External

RECEIVED  
CITY OF RIVERSIDE  
JUN 10 2010

EMPLOYEE MASTER

(1) Social Security # [Redacted] (2) Name Last **HURT** First **DARRYL** CM/FINANCE M.I. **PAYROLL I.**

(3) Status **05 FULL-TIME BENEFIT** (4) Human Resources **A ACTIVE** (5) Payroll **10**

(6) Home Address [Redacted]

(7) Mailing Address [Redacted] MAILING

(8) Home Phone [Redacted] (9) Emergency Contact Name [Redacted] Relationship [Redacted] Phone [Redacted] HOMI

(10) Driver's License Number [Redacted] State [Redacted] (11) Date of Birth [Redacted]

EMPLOYEE MASTER 2

(12) Bargaining Unit **01 POLICE MANAGEMENT** (13) Calendar **NORMAL** (14) Location Code **PD15** (15) FTE **1.00**

(16) Department Division **311500 POLICE-FIELD OPERATIONS** (18) Orig. Hire Date **10/08/1982** (19) Sen. Date **10/08/1982**

(20) Ethnic/Gender Code **BM** (21) Marital Status **M** (22) Effective Date **4/13/10** (23) Merit Date **12/31/2050** (24) Next Eval. Date **03/15/2010**

EMPPAY

(25) Reason Code **S SALARY ADJUSTMENT** (26) Assign. Status **I FULL TIME BENEFIT** (27) Pay Class **610**

(28) PCN **PD152320F** **POLICE LT** (29) Position Number **PD152320F** **POLICE LIEUTENANT**

(30) Salary Index **PLMS/T61A/0** (31) Pay Rate **13,384** Monthly **11/563** Hourly **77.21538** (32) Distribution **3115000**

(33) Reason For Separation **Resignation** **Deceased** **Retirement** **Layoff** **Dismissal** **End of Temp.** (34) Employee Services Were **Unsatisfactory** **Standard** **Below Standard** **Outstanding** (35) Recommendation **Yes** **No** **Doubtful**

(36) Last Pay Date [Redacted]

PAYROLL USE ONLY

FINANCE/PAYROLL

REMARKS: **SPECIAL SALARY ADJUSTMENT PURSUANT TO SETTLEMENT effective 4/13/10 md pp.; used 4/2/10 r.**

Printed as of 06 08 2010

Additional Pay Code: \_\_\_\_\_

SIGNATURES

Human Resources Director: [Signature] Date: 6/8/10

Department Head: [Signature] Date: 6/10/10

City Manager: [Signature] Date: 6/10/10



**From:** Hammond, Jeremy <[REDACTED]>  
**Sent:** Friday, March 25, 2011 8:27 AM  
**To:** Livingston, Cheryl  
**Subject:** RE: Bacon  
**Attachments:** Personnel Action Forms.pdf

Hi Cheryl – I hope that all is going well for you today at PERS. I have attached the last Personnel Action Form for Mr. Bacon. You will see a notation that indicates the increase was a result of a settlement agreement. Please let me know if you need any additional information.

Jeremy

---

**From:** Livingston, Cheryl [mailto:[REDACTED]]  
**Sent:** Thursday, March 24, 2011 5:55 PM  
**To:** Hammond, Jeremy  
**Subject:** Bacon

Hi Jeremy, I was reviewing the salary for Police Lieutenant Timothy Bacon and it exceeds the maximum step 7 salary on the salary schedule, even with EPMC. Jana said you may be able to assist me with this. Can you please email or fax (916)795-4166 me any personnel action forms or other documentation to support the \$14,588.486 pay rate that's being reported to CalPERS? Let me know if you have any questions; my number is 916-795-0671. Thanks.

City of Riverside  
Personnel Action Notice (P-2)

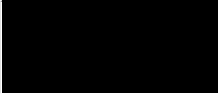
RECEIVED

A Appointment	LF Leave-FMLA	M Miscellaneous	P Promotion	RW Return-City/County-Internal
R Retire	LG Leave-General	MD Merit-Denied	R Reclass	SA Salary Adjustment
DI Demotion Involuntary	LM Leave Military	MI Merit Increase	RE Resigned	T Terminated
DV Demotion Voluntary	LP Leave		RT Retirement	TE Transfer-External

CITY OF RIVERSIDE

JUN 10 2010

(1) Social Security #



*no retw's per Jeremy*

(3) Status

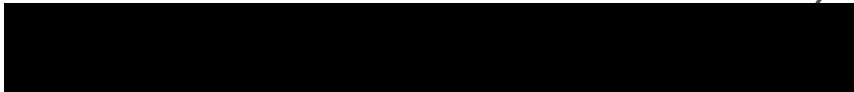
PART-TIME  FULL-TIME

EE MASTER

CM/FINANCE  
PAYROLL

**BACON** First **TIMOTHY** M.I. **M**

(6) Home Address



*change eff middle of PP*

(7) Mailing Address

Street/P.O. Box

MAILING

HOME

(8) Home Phone

(9) Emergency Contact

Name **BACON, MARY SHIZUE**



(10) Driver's License

Number State Class

of Birth



EMPLOYEE MASTER 2

(12) Bargaining Unit

**64 POLICE MANAGEMENT** (13) Calendar

**NORMAL**

(14) Location Code

**PD15**

(15) FTE

**1.00**

(16) Department Division

**311500 POLICE-FIELD OPERATIONS**

(18) Orig. Hire Date

**09/02/1983**

(19) Sen. Date

**09/02/198**

(20) Ethnic/Gender Code

**WM**

(21) Marital Status

**M**

(22) Effective Date

**4/13/10**

(23) Merit Date

**12/31/2050**

(24) Next Eval. Date

**11/21/2010**

EMPPAY

(25) Reason Code

*SA Salary Increase*  
**MISCELLANEOUS CHANGE** (26) Assign. Status

**FULL TIME BENEFIT**

(27) Pay Class

**610**

(28) PCN

**PD152320F**

**POLICE LT**

(29) Position Number

**PD152320F**

**POLICE LIEUTENANT**

(30) Salary Index

**PLMST61A/07**

(31) Pay Rate

*13,384*  
Monthly **11,063**

Hourly

*77.21538*  
**66/10**

(32) Distribution Fund/Key

**3115000**

(33) Reason For Separation

Resignation  Deceased  
 Retirement  Layoff  
 Dismissal  End of Temp.

(34) Employee Services Were

Unsatisfactory  Standard  
 Below Standard  Outstanding

(35) Recommend For Rehire

Yes  
 No  
 Doubtful

PAYROLL USE ONLY

(36) Last Pay Date

REMARKS

**SPECIAL SALARY ADJUSTMENT PURSUANT TO SETTLEMENT / Effective 4/13/10 Mid 1**

Printed as of 06/08/2010

*Additional Pay Code: used 4/2/10 PP*  
**1725 PD MGMT ADJ CERT**

SIGNATURES

Supervisor

*W. Howard*

Human Resources Director

Date

*6/8/10*

Date

Department Head

*Bill G. [Signature]*

City Manager

Date

*6/10/10*

Date

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File Edit Go To Favorites Help

http://www.riversideca.gov/human/compl/forms/Salary-Schedule.PDF

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61 / 139 | 82.5% | Page | Tools

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City of Riverside  
Salary Schedule Report  
Effective October 01, 2010

Module: HR

Job Code	Bara Unit	Grade	Job Description	Monthly Salary	Annual Salary	Pay Period	Hourly Rate
2350	01	01	POLICE DETECTIVE	6,067.00	72,804.00	2,600.15	35.00192
2350	01	02	POLICE DETECTIVE	6,374.00	76,488.00	2,841.64	36.77307
2350	01	03	POLICE DETECTIVE	6,650.00	80,250.00	3,097.69	38.59615
2350	01	04	POLICE DETECTIVE	7,024.00	84,288.00	3,241.64	40.52307
2350	01	05	POLICE DETECTIVE	7,375.00	88,500.00	3,403.64	42.54607
5640	20	01	GENERAL-SEIU	4,170.00	50,040.00	1,924.61	24.05769
5640	20	02	GENERAL-SEIU	4,391.00	52,692.00	2,022.00	25.27500
5640	20	03	GENERAL-SEIU	4,599.00	55,188.00	2,122.61	26.53289
5640	20	04	GENERAL-SEIU	4,829.00	57,948.00	2,228.76	27.65961
5640	20	05	GENERAL-SEIU	5,059.00	60,708.00	2,339.53	29.24423
3320	64	01	POLICE MAINTENANCE COORD	8,838.00	106,056.00	4,079.07	50.98246
3320	64	02	POLICE MAINTENANCE COORD	9,275.00	111,300.00	4,289.76	53.50561

Run Date: 05/07/2011  
Run Time: 00:31:32

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 62 / 139 82.6%  
 Sign In ... Page ... Tools ...

City of Riverside  
Salary Schedule Report  
Effective October 01, 2010

Module: HR

Job Code	Job Description	Grade	Step	Min.	Max.	Monthly Salary	Annual Salary	Pay Period	Hourly Rate
2240	POLICE OFFICER	01	STEP 1	5,242.00	5,745.00	5,242.00	62,904.00	2,419.33	30.24330
		02	STEP 2	5,504.00	6,007.00	5,504.00	66,048.00	2,540.30	31.75384
		03	STEP 3	5,766.00	6,269.00	5,766.00	69,360.00	2,667.69	33.34615
		04	STEP 4	6,028.00	6,531.00	6,028.00	72,336.00	2,800.15	35.00192
		05	STEP 5	6,290.00	6,793.00	6,290.00	76,080.00	2,941.64	36.77307
		06	STEP 6	6,552.00	7,055.00	6,552.00	79,824.00	3,083.13	38.54422
2211	POLICE OFFICER LATERAL/TRAINEE	01	STEP 1	5,242.00	5,745.00	5,242.00	62,904.00	2,419.33	30.24330
		02	STEP 2	5,504.00	6,007.00	5,504.00	66,048.00	2,540.30	31.75384
		03	STEP 3	5,766.00	6,269.00	5,766.00	69,360.00	2,667.69	33.34615
		04	STEP 4	6,028.00	6,531.00	6,028.00	72,336.00	2,800.15	35.00192
		05	STEP 5	6,290.00	6,793.00	6,290.00	76,080.00	2,941.64	36.77307
		06	STEP 6	6,552.00	7,055.00	6,552.00	79,824.00	3,083.13	38.54422
2210	POLICE OFFICER TRAINEE	01	STEP 1	4,556.00	4,556.00	4,556.00	54,672.00	2,103.69	25.29615
2260	POLICE PILOT	01	STEP 1	7,034.00	7,034.00	7,034.00	84,408.00	3,241.64	40.52307
		02	STEP 2	7,375.00	7,375.00	7,375.00	88,500.00	3,403.64	42.54607
		03	STEP 3	7,744.00	7,744.00	7,744.00	92,928.00	3,574.15	44.67692
2253	POLICE PILOT (CERT FLT INST)	01	STEP 1	7,034.00	7,034.00	7,034.00	84,408.00	3,241.64	40.52307

Report Name: Salary Schedule - by Rates  
 Report ID: HR\_SASched  
 User Name: Minna Guzman  
 Run Date: 03/07/2011  
 Run Time: 04:31:32  
 Page: 62

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Jana Maurice  
Payroll Supervisor  
City of Riverside  
3900 Main Street  
Riverside, CA 92522  
(951) 826-5886  
jmaurice@riversideca.gov

**From:** Maurice, Jana  
**Sent:** Wednesday, March 23, 2011 8:50 AM  
**To:** Livingston, Cheryl  
**Subject:** RE: Bacon

Sure, he is listed as Lieutenant. Salary schedule below bottom of page 61 and continues on to 62.

**From:** Livingston, Jana  
**Sent:** Wednesday, March 22, 2011 8:45 AM  
**To:** Maurice, Jana  
**Subject:** RE: Bacon

Hey there, can you tell me what Timothy's job title is and provide the salary schedule? If I still need more clarification, then I'll contact Jeremy. Thanks Jana.

**From:** Maurice, Jana  
**Sent:** Tuesday, March 22, 2011 4:15 PM  
**To:** Livingston, Cheryl  
**Subject:** RE: Bacon

Hi Cheryl,

Attached is the spreadsheet with the information you requested.

His salary was \$14,588.54 per month including 9% EPIC.

I think he is similar to Darryl Hurl so you will have to get the details from Jeremy Hammond on his position and salary at retirement. His email is [REDACTED] and his direct line is 951-826-5259.

Thanks

*Jana Maurice  
Payroll Supervisor  
City of Riverside  
3900 Main Street  
Riverside, CA 92522*

**From:** Livingston, Cheryl  
**Sent:** Thursday, March 17, 2011 10:17 AM  
**To:** Maurice, Jana  
**Subject:** Bacon

Hi Jana, can you please provide me with the information on the attached worksheet for Timothy Bacon and include his job title. The last time I requested information his position was Lieutenant, however the last posted salary exceeds the max for that position. Let me know if you have any questions. Thank you!





Livingston, Cheryl

---

**From:** Hammond, Jeremy <[REDACTED]>  
**Sent:** Thursday, July 07, 2011 11:45 AM  
**To:** Livingston, Cheryl  
**Subject:** RE: follow up

Hi Cheryl – Our attorney has drafted a letter in response to the Hurt/Bacon retirement. Who should the letter be addressed to and what is the mailing address? Thanks

Jeremy

---

**From:** Livingston, Cheryl [mailto:[REDACTED]]  
**Sent:** Thursday, June 16, 2011 5:48 PM  
**To:** Hammond, Jeremy  
**Cc:** Maurice, Jana  
**Subject:** follow up

Hi Jeremy, I'm just following up with you on an email I sent on June 1, 2011 requesting additional information regarding Mr. Hurt and Mr. Bacon. Can you please send me the fully executed copy of the original settlement agreement (as the transcript states the City should have received this within 30 days), and a copy of the signed court agreement? My manager is requesting these documents to complete the review of their cases. Let me know if you have any questions. Thanks.

**From:** Hammond, Jeremy <[REDACTED]>  
**Sent:** Thursday, July 21, 2011 4:46 PM  
**To:** Livingston, Cheryl  
**Subject:** Letter for Bacon/Hurt  
**Attachments:** CALPERS1.pdf

Hi Cheryl – Here is a copy of the letter that will be mailed to your attention.

Jeremy

*This email message, including any attachments, is intended for the sole viewing and use of the individual or entity to which it is addressed, and may contain confidential and privileged information, which is prohibited from disclosure. Any unauthorized review, use, disclosure, distribution, or the taking of any action in reliance on the information contained in this email, including attachments, is prohibited. If you are not the intended recipient, you are hereby notified that any dissemination or copy of this message, or any attachment, is strictly prohibited. If you have received a copy of this email in error, please notify the sender by reply email immediately, and remove all copies of the original message, including attachments, from your computer.*

## ROTH | CARNEY ARC

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1650 Spruce Street, Suite 104  
Riverside, California 92507  
951.682.6500.Ext.201  
951.682.6591.Fax  
[www.rothcarney.com](http://www.rothcarney.com)

Richard D. Roth  
[rroth@rothcarney.com](mailto:rroth@rothcarney.com)  
*Of Counsel:*  
Jane W. Carney  
[jcarney@rothcarney.com](mailto:jcarney@rothcarney.com)

July 20, 2011

Cheryl Livingston  
CalPERS Customer Account Services Division  
Compensation & Employer Review  
P. O. Box 942709  
Sacramento, CA 94229-2709

Dear Ms. Livingston:

As you may know, I represented the City of Riverside in the matter of Darryl Hurt v. City of Riverside, et.al. (USDC Case No. 08-6372PA) and Tim Bacon v. City of Riverside, et.al. (USDC Case No. 08-6377PA). It is my understanding that certain issues have been raised regarding the status of a written settlement agreement in those cases. I will attempt to address that issue below.

On or about February 20, 2009, Darryl Hurt and Tim Bacon ("Plaintiffs") filed complaints against the City of Riverside and various individual defendants in the United States District Court for the Central District of California, alleging wrongful denial of promotion, among other claims. Following discovery, the matters were set to commence trial before the Honorable Percy Anderson on April 20, 2010. Prior to that date, on April 12, 2010, the Court conducted a settlement conference between the Plaintiffs and Defendant City of Riverside during which a settlement was negotiated. The settlement terms included certain agreed-upon payments to Plaintiffs in exchange for Plaintiffs' agreement to maintain the confidentiality of the terms and conditions of settlement. Pursuant to the terms of the negotiated settlement (as detailed in the attached official transcript of the proceedings), Plaintiffs agreed to execute a written settlement agreement and release document reflecting the settlement terms. Notwithstanding Plaintiffs' agreement to sign such a settlement document, District Judge Anderson made it clear to all parties that such a written document was not required in order to make the agreement binding on all parties. Specifically, at the settlement conference when he ordered the Plaintiffs' claims dismissed, Judge Anderson stated:

*".....So that everybody's clear, the settlement is not contingent upon it's being successfully reduced to writing. If for some reason it's not, either party can come back before the court within the next 30 days and seek to have the Court enforce the terms of the settlement that have been placed on the record...."*

**ROTH | CARNEY APC**

Cheryl Livingston  
CalPERS Customer Account Services Division  
Compensation & Employer Review  
July 20, 2011  
Page 2

Thereafter, the City made a diligent attempt to prepare a settlement agreement document that was acceptable to Plaintiffs, specifically including a confidentiality provision which was binding on Plaintiffs and their attorneys and representatives. Unfortunately, Plaintiffs' attorneys insisted that the written agreement specifically exclude Plaintiffs' attorneys from the confidentiality restrictions. Since that was not the confidentiality agreement that was negotiated, agreed to, and approved by the District Court on the record, the City elected to simply rely on the transcript of the court proceeding and settlement order as the statement of terms and conditions of the settlement and release of Plaintiffs' claims. Plaintiffs and their representatives were subsequently notified of that decision by e-correspondence dated May 17, 2010 ( a copy of which is attached) and the settlement terms were then implemented.

I hope this addresses your questions. If you have further questions or concerns, please feel free to contact me at anytime.

Sincerely,



Richard D. Roth  
**ROTH | CARNEY** .arc

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ENCLOSURE: 5-17-10 EMAIL FROM R. ROTH TO R. PERRY

**From:** Richard Roth  
**To:** "Russell Perry";  
**cc:** Elizabeth Balistreri; "Brown, James";  
**Subject:** RE: Revised Draft Settlement Agreement and Release Form  
**Date:** Monday, May 17, 2010 5:18:51 PM

---

Russell:

I reviewed your proposal with my clients and further reviewed the transcript of the settlement proceedings in District Court on April 12, 2010. After evaluating the detailed language of the settlement and confidentiality statement that was placed on the record during that proceeding, Defendants have decided to simply rely on the record as the statement of the terms and conditions of the settlement and release of Plaintiffs employment claims.

With regard to the confidentiality provision, as you know Judge Anderson clearly stated his view of the broad application of the confidentiality statement when he said: *"...I think what the City is after - as most people are that seek confidentiality agreements - they don't want this to become conversation around some water cooler or locker room....to get into what the facts were - you know, that's something everybody wants to kind of put behind them...."* Following that statement by the Judge, you and your clients agreed that, as a condition of the settlement payments, Plaintiffs would *"...maintain the confidentiality of and...not discuss the facts of the case, the allegations contained in the complaint or the amended complaint, and/or the terms and conditions of this settlement..."*, subject to certain limited disclosures to prospective employers. Defendants believe that the confidentiality provision, as stated, binds both Plaintiffs and their representatives. Consequently, to the extent that Plaintiffs Law Firm (or its members) elects to *"...discuss the facts of the case, the allegations contained in the complaint or the amended complaint, and/or the terms and conditions of this settlement"* in the future, it does so at its own risk.

With respect to the timing of various payments and other actions identified on the record, payments which were otherwise due "within 30 days of receipt by the City of a fully executed original of the settlement agreement" will be due on or before June 17, 2010. As I have previously indicated to you on other occasions, Lieutenants Hurt and Bacon should proceed to submit their respective retirement applications and other documents to the City and/or PERS as soon as possible.

Very truly yours,

Richard Roth

Richard D. Roth, Esq.  
ROTH CARNEY KNUDSEN LLP  
(951) 682-6500/Ext. 201  
[REDACTED]

**From:** Russell Perry [mailto:[REDACTED]]  
**Sent:** Monday, May 17, 2010 12:51 PM  
**To:** Richard Roth  
**Subject:** RE: Revised Draft Settlement Agreement and Release Form

Richard,

In exchange for moving the final payment date of the lump sum owed to Plaintiffs Hurt and Bacon (\$300,000 and \$250,000 respectively) to "within thirty (30) days of receipt by the CITY of a fully executed original of the Agreement," the law firm of Lackie, Dammeier & McGill will agree to the following terms related to the confidentiality provision:

- 1) The confidentiality obligations contained in this paragraph [11] do not apply to Plaintiff's law firm, Lackie, Dammeier and McGill, APC and its attorney's ("Firm");
- 2) LD&M will not initiate any press conferences related to this case; however, if this case comes up in future press conferences over other cases, we will not be foreclosed from discussing.
- 3) LD&M is free to use information related to this case for any other purpose, including but not limited to: articles in trade magazines such as PORAC, the LD&M website, and any future inquiries initiated by the press.

Is this acceptable?

Very truly yours,

**Russell M. Perry, Esq.**

LACKIE, DAMMEIER & MCGILL, APC  
367 N. Second Avenue  
Upland, CA 91786  
Office: (909) 985-4003 ext.114  
Fax: (909) 985-3299  
[REDACTED]

**CONFIDENTIALITY NOTICE:** The information contained in this electronic message



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**From:** Richard Roth [mailto: [REDACTED]]  
**Sent:** Friday, May 14, 2010 4:42 PM  
**To:** Russell Perry  
**Cc:** Brown, James; Elizabeth Balistreri  
**Subject:** Revised Draft Settlement Agreement and Release Form

Russell: I deleted the reference to workers compensation injuries and revised the confidentiality provisions of paragraph 11 to limit the impact on your firm. Let me know if this works for you. Have a great weekend. RDR

Richard D. Roth, Esq.  
ROTH CARNEY KNUDSEN LLP  
3850 Vine Street, Suite 240  
Riverside, CA 92507  
(951) 682-6500/Ext. 201  
(951) 682-6591/Facsimile  
(951) 850-3233/Cell  
[REDACTED]

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**From:** Maurice, Jana <[REDACTED]>  
**Sent:** Thursday, March 01, 2012 4:57 PM  
**To:** Livingston, Cheryl  
**Cc:** Hammond, Jeremy  
**Subject:** RE: dates

**Importance:** High

Hi Cheryl,

I am so sorry to do this to you again. I just received a call from our Deputy Chief Blakely asking me to retract the dates I gave you this morning for the last day physically worked. Apparently there was some confusion as to what physically worked meant. So after more discussion they have come up with new dates.

**Darryl Hurt**

Last day physically worked 4-5-10  
Sick day 4-6, 4-7-, and 4-11-10  
Vacation day 4-12-10  
Admin leave began 4-13-10

**Tim Bacon**

Last day physically worked 4-10-10  
Admin leave began 4-14-10

Realize you probably don't need the sick and vacation days and admin leave, but they wanted me to provide it.

Any questions let me know.

Thank you!

*Jana Maurice  
Payroll Supervisor  
City of Riverside  
3900 Main Street  
Riverside, CA 92522  
(951) 826-5886  
(951) 826-2541 (fax)*

[REDACTED]

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**From:** Livingston, Cheryl [mailto:Cheryl\_Livingston@CalPERS.ca.gov]  
**Sent:** Thursday, March 01, 2012 9:51 AM  
**To:** Maurice, Jana  
**Cc:** Hammond, Jeremy  
**Subject:** RE: dates

Thanks☺!

---

**From:** Maurice, Jana [mailto:JMaurice@riversideca.gov]  
**Sent:** Thursday, March 01, 2012 9:45 AM

**To:** Livingston, Cheryl  
**Cc:** Hammond, Jeremy  
**Subject:** RE: dates

Yes, Cheryl these are the correct dates.

Thanks

*Jana Maurice  
Payroll Supervisor  
City of Riverside  
3900 Main Street  
Riverside, CA 92522  
(951) 826-5886  
(951) 826-2541 (fax)*

---

**From:** Livingston, Cheryl [mailto: [REDACTED]]  
**Sent:** Thursday, March 01, 2012 9:33 AM  
**To:** Maurice, Jana  
**Cc:** Hammond, Jeremy  
**Subject:** RE: dates

Hi Jana, just to clarify that these dates are the physical dates each last worked? Are the other dates your provided me with as the last day on pay and retirement dates still ok to use? Thanks again for your assistance.

---

**From:** Maurice, Jana [mailto: [REDACTED]]  
**Sent:** Thursday, March 01, 2012 9:25 AM  
**To:** Livingston, Cheryl  
**Cc:** Hammond, Jeremy  
**Subject:** RE: dates

Hi Cheryl,

Below are the dates the Police Department has provided as last day worked.

Hurt 1-18-11  
Bacon 7-16-10

Thanks

*Jana Maurice  
Payroll Supervisor  
City of Riverside  
3900 Main Street  
Riverside, CA 92522  
(951) 826-5886  
(951) 826-2541 (fax)*

---

**From:** Livingston, Cheryl [mailto: [REDACTED]]  
**Sent:** Friday, February 24, 2012 2:29 PM

**To:** Maurice, Jana  
**Subject:** RE: dates

Will do. Thanks Jana☺!

---

**From:** Maurice, Jana [mailto: [REDACTED]]  
**Sent:** Friday, February 24, 2012 2:27 PM  
**To:** Livingston, Cheryl  
**Cc:** Hammond, Jeremy  
**Subject:** FW: dates  
**Importance:** High

Hi Cheryl,

Please disregard the dates below. I have been advised to retract this information until further research is done. Once I have the corrected information I will forward to you.

Thank you

*Jana Maurice  
Payroll Supervisor  
City of Riverside  
3900 Main Street  
Riverside, CA 92522  
(951) 826-5886  
(951) 826-2541 (fax)*

[REDACTED]

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**From:** Maurice, Jana  
**Sent:** Thursday, February 23, 2012 1:06 PM  
**To:** 'Livingston, Cheryl'  
**Cc:** Hammond, Jeremy  
**Subject:** RE: dates

Hi Cheryl,

Last day worked

Hurt 4-12-10  
Bacon 4-10-10

Thanks

*Jana Maurice  
Payroll Supervisor  
City of Riverside  
3900 Main Street  
Riverside, CA 92522  
(951) 826-5886  
(951) 826-2541 (fax)*

[REDACTED]

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**From:** Livingston, Cheryl [mailto: [REDACTED]]  
**Sent:** Thursday, February 23, 2012 11:57 AM  
**To:** Maurice, Jana  
**Subject:** RE: dates

Thank you ☺!

---

**From:** Maurice, Jana [mailto: [REDACTED]]  
**Sent:** Thursday, February 23, 2012 11:33 AM  
**To:** Livingston, Cheryl  
**Cc:** Hammond, Jeremy  
**Subject:** RE: dates

Hi Cheryl,

Last day on payroll  
Hurt 1-18-11  
Bacon 7-16-10

Retirement dates  
Hurt 1-19-11  
Bacon 7-17-10

I am waiting to hear back from their department on the last day physically worked. I will let you know as soon as I get the information.

Thanks

*Jana Maurice  
Payroll Supervisor  
City of Riverside  
3900 Main Street  
Riverside, CA 92522  
(951) 826-5886  
(951) 826-2541 (fax)*

[REDACTED]

---

**From:** Livingston, Cheryl [mailto: [REDACTED]]  
**Sent:** Thursday, February 23, 2012 10:25 AM  
**To:** Maurice, Jana  
**Cc:** Hammond, Jeremy  
**Subject:** dates

Good morning Jana and Jeremy, can either of you please provide me with the dates below for Darryl Hurt and Timothy Bacon?

1. I need the official last day each of them physically worked.
2. I need the last day on payroll for each
3. I need to confirm the retirement date for Timothy was 07/17/10 and for Darryl was 01/19/11.

Please provide these dates to me as soon as you can along with any supporting documentation and let me know if you have any questions. Thank you.

Cheryl Livingston  
Compensation Review Unit



916 755 6671