

Montgomery, Pamela

From: Paul Mast <[REDACTED]>
Sent: Wednesday, September 29, 2010 10:34 PM
To: Montgomery, Pamela
Subject: Re: Response to Letter of 9/1/2010

Dear Ms. Montgomery,

This matter has already been litigated. I do not know what you propose to be mediated. Please state what the issues will be. If it is to be a mathematical computation, it is one thing. If you intend to have the entire matter mediated, it is another thing.

The Supreme Court has clearly stated what the law is. Your position is that this should be ignored. Your position is also that the Settlement Agreement is not binding on your office, but the matter should be re-calculated ab initio (I should also advise you that one of the problems with your computations is that you have applied the wrong initial salary. In 1979 there were three salary classifications of Municipal Court Judges, although the final determination was not made at the time of my retirement. After the second Olson v. Cory case, this was clarified and there was a retroactive salary payment as dictated by the case, which raised the amount of the salary payable for the period that the Controller elected to withhold a portion of the salary of those judges in the highest pay group, which included me, and which affected the amount of the salary in January, 1979, which initially was lower. This is all set forth in my Points and Authorities filed in the original Arbitration Case.)

You have also not stated who the mediator would be. This would be an essential pre-requisite to any decision.

You delayed the resolution of this matter for many months or a year on the claim that it had been referred to your attorneys. I have never had contact from them. I would like to have them read my Points and Authorities from the original case, which clearly states the law, and which was in effect agreed to by your office and your attorneys at the time the Settlement Agreement was entered into and then speak with me.

In my previous correspondence, I stated that if the amount due were not paid by October 1, I would place the matter in the hands of an attorney. October 1 is Friday, and I do not intend to wait past that date.


I would also point out to you that the non-disclosure clause in the Settlement Agreement has been abrogated by the breach of contract of your office. However, even if it were not, it only prohibits me from speaking about the settlement. Nothing has ever prevented me from speaking about the law and the fact that your office has been in violation of the law in the method of making payments to some 1000 to 1500 retired judges in accordance with the Supreme Court cases. Despite not being precluded from doing so, I have remained mute on this issue for 15 years. After the way I have been treated by you and your office I see no reason to remain mute any further.

Paul Mast

On Sep 29, 2010, at 2:09 PM, Montgomery, Pamela wrote:

Dear Judge Mast,





Attached is a copy our response to your letter of September 1, 2010. I am sending this by email because I was not sure if it would reach you at the La Quinta address if we mailed it.

Sincerely,

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