

Paul G. Mast, Judge, Retired



I write this to accompany Jorn Rossi's letter. I am explaining more about retirement benefits that the Judges' Retirement Service may have underpaid to you. I am a retired Orange County Judge. I discovered before I retired that JRS intended to calculate my retirement benefits improperly.

I contacted JRS and began a process, including filing for an Administrative Hearing. JRS eventually conceded that they had made miscalculations in the amount of benefits. They entered into a settlement agreement with me. JRS insisted that the Settlement Agreement include the following: "Each party will keep the terms of this agreement confidential." JRS said that it did not want to pay the additional benefits to the other retired judges. I made a decision to agree to the requested language. I am not proud of that decision. I was thinking only of myself, not of my fellow retired judges. I was wrong.

After changes in personnel JRS stopped paying me the amount of benefits as it should and as it had agreed. Eventually JRS acknowledged it must pay the additional benefits. However, the new calculations were also in error. I was and am still receiving benefits significantly higher than those of other judges who were also underpaid, but the benefits were less than were called for in the Settlement Agreement and to which I am entitled.

Its failure to abide by our Settlement Agreement has released me from the above provision of the settlement; however, I still will not disclose the terms of the agreement. I asked Jorn Rossi to take action to see that any underpaid judges, spouses, and heirs receive their any amounts underpaid to the judge and any surviving spouse. Jorn understands the issues completely and is well qualified to represent you.

During all stages of any of the process I was in with JRS my retirement benefits were not abated. Therefore I am confident that the amount of retirement benefits you have been receiving will not be jeopardized.

Jorn is a respected attorney who was admitted to the bar in 1979. I insisted that Jorn do the right thing for each of his prospective clients and so he agreed that: (1) he would pay ALL expenses and fees out of his contingent fee; (2) his contingent fee would apply to past benefits only; (3) he would not receive any fee for the enhancement of ongoing retirement benefits and; (4) no one would be asked to put up any money no matter what happens. When Jorn sends you the retainer agreement, he will enclose an Authorization to obtain records from JRS. JRS requires your Social Security Number before they will release your information. Jorn will protect this number. Except to JRS it will not be disclosed.

Jorn wrote you because it appears that you have been underpaid. An actual underpayment is not certain until the records are obtained. Only if an actual underpayment is confirmed, can the amount that is due you be calculated. If you were underpaid, the amount is substantial.

You are welcome to contact me to discuss this if you desire.

Sincerely,

Paul Mast
Paul Mast

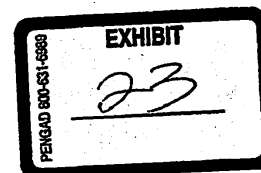


EXHIBIT C

JRS-A 001506