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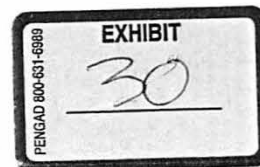
8 BOARD OF ADMINISTRATION  
9 CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

10  
11 In re the Matter of the Recalculation of Benefits  
of  
12 PAUL G. MAST,  
13 Respondent.  
14

AGENCY CASE NO. 2010-0825  
OAH NO. 2015030996  
**THE JRS's (1) OPPOSITION TO  
RESPONDENT MAST'S MOTION TO  
STRIKE, AND (2) PRE-HEARING BRIEF**  
Hearing Date/Time: Nov. 30, 2015 at 9:00 a.m.  
Hearing Location: Los Angeles, CA

REED SMITH LLP  
A limited liability partnership formed in the State of Delaware

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**I. INTRODUCTION**

In Respondent Paul G. Mast’s (“Mast”) Motion to Strike, he asks the Court to strike almost all of the substantive allegations in the Statement of Issues, because he claims that “those issues were previously determined by the Administrative Hearing Office, Case No. [REDACTED], OAL No. L 9605311.” He provides no factual background or legal argument to support that claim.<sup>1</sup> In this brief, we explain why the Judges’ Retirement System’s (“JRS”) allegations that Mast seeks to strike have legal and factual merit, and were not “previously determined” in any other proceeding. This brief also serves as the JRS’ pre-hearing brief in this matter.

**II. SUMMARY OF ARGUMENT**

In 1996, Mast, a retired judge, convinced a JRS employee that he should be receiving benefits that he was not entitled to receive—and that no other retired judge receives—under the Judges Retirement Law. Mast’s proposition was that he would keep his deal with the JRS confidential, so that other retired judges would not pursue the same deal. As a matter of law, the resulting “settlement agreement” between Mast and the JRS was never enforceable, and the JRS is entitled to recoup all the excess amounts it has paid Mast over the ensuing years, plus interest.

Further, even if the “settlement agreement” were deemed enforceable, Mast breached it in the most spectacular fashion imaginable, and therefore he cannot enforce it for that independent reason. Instead of keeping his deal with the JRS confidential, Mast encouraged dozens of other retired judges (and their heirs) to assert the same erroneous legal theory upon which his “settlement agreement” was based. Mast initiated that litigation in 2012, hoping to make millions in fees. That litigation failed. *See Staniforth v. Judges’ Retirement System* (2014) 226 Cal.App.4th 978.

The JRS has paid Mast over \$500,000 (in principal and interest) that it should not have paid him. The JRS has also incurred substantial legal fees defending against the claims Mast encouraged others to bring in 2012. In this proceeding, the JRS seeks to (1) adjust Mast’s pension to the statutorily authorized amount prospectively, and (2) recoup all of the overpayments, plus interest.

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<sup>1</sup> After business hours on November 16, 2015, Mast served a memorandum in support of his motion. The JRS’s opposition was due less than two days later. To the extent this brief does not respond to all of Mast’s arguments, the JRS objects to Mast’s late filing in its entirety and will respond in later briefing as may be necessary.

1 III. FACTUAL BACKGROUND

2 A. The JRS Must Pay Benefits According To Law

3 The JRS is a retirement plan for qualified retired judges and justices in California, who were  
4 first appointed or elected before November 9, 1994. The Judge's Retirement Law, Government  
5 Code sections 75000 *et seq.*, governs the calculation of a JRS retirement allowance. The JRS is  
6 administered by the California Public Employees' Retirement System Board of Administration  
7 ("CalPERS Board"). *See* Gov't Code § 75005; Cal. Const. Art. XVI, § 17. The CalPERS Board is  
8 required to administer CalPERS "in a manner to best provide benefits to the participants of the  
9 plan." *City of Sacramento v. Public Employees Retirement System* (1991) 229 Cal.App.3d 1470,  
10 1493. The CalPERS Board "cannot fulfill this mandate unless it investigates applications and pays  
11 benefits only to those members who are eligible for them." *McIntyre v. Santa Barbara County*  
12 *Employees' Ret. Sys.* (2001) 91 Cal.App.4th 730, 734.

13 It is well settled that contracts purporting to require a public retirement system to pay  
14 benefits in excess of those provided by law are not enforceable. In *Police Officers' Ass'n v. City of*  
15 *Pomona* (1997) 58 Cal.App.4th 578, 585, the court explained: "Statutory definitions delineating the  
16 scope of the Public Employees' Retirement System (PERS) compensation cannot be qualified by  
17 bargaining agreements." *See also Oden v. Board of Administration* (1994) 23 Cal.App.4th 194, 201  
18 (same). The result is the same when the individuals purporting to grant benefits in excess of what is  
19 legally authorized are staff members of the retirement system. This is because "[t]he object of a  
20 contract must be lawful when the contract is made ..." Civ. Code 1596; *see also Medina v. Board of*  
21 *Retirement* (2003) 112 Cal.App.4th 864, 871 ("Any purported contract to give appellants the pension  
22 benefits [in excess of those provided by law] was invalid ...") Further, "estoppel is barred where the  
23 government agency to be estopped does not possess the authority to do what it appeared to be  
24 doing." *Id.* at 870; *see also City of Pleasanton v. Board of Administration* (2012) 211 Cal.App.4th  
25 522, 542-43 (holding that CalPERS could not be estopped to pay a member a higher allowance).

1 **B. Mast's Judicial Service And Lawful Retirement Allowance**

2 Mast became a member of the JRS on November 8, 1965, following his appointment to the  
3 Municipal Court. Mast took his last oath of office on January 6, 1975. On January 15, 1979, he  
4 resigned from his last judicial office and elected a deferred retirement from the JRS under  
5 Government Code section 75033.5.

6 At all relevant times Government Code section 75033.5 has provided that Mast's retirement  
7 allowance must be "an annual amount equal to 3.75 percent of the compensation payable, at the time  
8 payments of the allowance fall due, to the judge holding the office which [Mast] last held prior to his  
9 [ ] discontinuance of his [ ] service as judge, multiplied by the number of years and fractions of years  
10 of service with which [Mast] is entitled to be credited at the time of his [ ] retirement, not to exceed  
11 20 years." Thus, like every other JRS retired judge, Mast is entitled to receive an allowance that is  
12 based on a formula that takes account of an active judge's salary.

13 Mast became entitled to receive a monthly allowance from the JRS on May 28, 1995, and the  
14 JRS began paying him an allowance in compliance with Government Code section 75033.5. Based  
15 on Mast's 13.19 years of judicial service, he was entitled to receive 49.46% of the compensation  
16 paid to the active judge holding the judicial office from which he retired.

17 **C. Mast's Frivolous Legal Theory**

18 Around the time Mast became entitled to receive his retirement allowance, he began asserting  
19 that, pursuant to *Olson v. Cory* (1980) 27 Cal.3d 532, his retirement allowance should not be based  
20 on the "compensation payable, at the time payments of the allowance fall due, to the judge holding  
21 the office which [Mast] last held prior to his [ ] discontinuance of his [ ] service as a judge." He  
22 asserted that, instead, *Olson v. Cory* required the JRS to apply annual cost of living increases directly  
23 to Mast's own last judicial salary to set the benchmark for calculating his retirement allowance.  
24 Mast's interpretation of *Olson v. Cory* was always, and continues to be, wrong. Indeed, Mast's  
25 theory was asserted by the plaintiffs and rejected by the Supreme Court in *Olson v. Cory* itself.

26 In *Olson v. Cory*, the California Supreme Court held that the Legislature's imposition of a  
27 5% cap on annual salary increases, by amending Government Code section 68203 effective January  
28 1, 1977, impaired sitting judges' vested rights when that 5% cap was applied to annual salary

1 increases during a judicial term that began before January 1, 1977. The Court also held, however,  
2 that the salary for any judge who began a new judicial term after January 1, 1977, was properly  
3 subject to the 5% cap on annual salary increases.

4       Because the retirement allowance of a retired judge is based on a percentage of the salary  
5 payable to an active judge, the Court also held that imposing the 5% cap on judicial terms that began  
6 before January 1, 1977 impaired the vested rights of any retired judge whose retirement allowance  
7 was impacted by the application of the 5% cap to a judge's term that began before January 1, 1977.  
8 The Supreme Court described retired judges' rights as follows: "Contractually, each judicial  
9 pensioner is entitled to some fixed percentage of the salary payable to the judge holding the  
10 particular judicial office to which the retired or deceased judge was last elected or appointed.  
11 [Citations]. Accordingly, a judicial pensioner cannot claim impairment of a vested right arising out  
12 of the 1976 amendment except when the judge holding the particular judicial office could also claim  
13 such an impairment. The resolution of pensioner vested rights, then, is dependent on the foregoing  
14 resolution of judges' vested rights left unimpaired by the 1976 amendment." *Olson, supra*, 27  
15 Cal.3d at 541-42. The Supreme Court rejected Mast's theory that his retirement allowance must be  
16 forever increased by the full cost of living index each year, explaining: "The net effect of our  
17 holding in the instant case is to allow a judicial pensioner but one increment of increase, that being  
18 the increment of prorata increase in the salary of the judge occupying the office formerly occupied  
19 by the retired or deceased judge. While that salary fluctuates with cost-of-living increases, the  
20 judicial pensioner's proportionate share is his basic retirement allowance and it is not increased by  
21 any cost-of-living factor." *Id.* at 542, fn.7.

22       In the 1980s, all qualifying judges, including Mast, were granted the additional salary to  
23 which they were entitled, including retroactive amounts (plus interest per *Olson v. Cory* (1983) 35  
24 Cal.3d 390). Mast received such a payment, since he had received salary that was limited by the  
25 1976 amendment in a judicial term that began before January 1, 1977.

26       Similarly, any retired judge who was due an increased retirement allowance, based on the  
27 increase in salary due to the judge holding the judicial office to which the retired judge was last  
28 elected or appointed, received that increase (including retroactive amounts, plus interest) in the

1 1980s. Mast began receiving a retirement allowance in 1995, so *Olson v. Cory* had no impact on his  
2 rights as a judicial pensioner. This is because the last “protected” term for trial court judges expired  
3 14 years earlier in January 1981. *See Olson, supra*, 27 Cal.3d at 547. The Supreme Court explained  
4 Mast’s rights as a pensioner: “as in the case of judges or justices who enter upon a new or unexpired  
5 term of a predecessor judge after 31 December 1976, benefits of judicial pensioners based on the  
6 salaries of such judges will be governed by the 1976 amendment.” *Id.* at 542.

7 Despite the plain meaning of *Olson v. Cory*, Mast disputed the amount of his allowance. In  
8 October 1996, Mast and a JRS employee signed a settlement agreement. The settlement agreement  
9 provided that the JRS would pay Mast a retirement allowance “based on the definition in former  
10 Government Code section 68203, as in effect on January 6, 1975, the date his last term began, and  
11 based on the compensation he was entitled to on the date of his retirement, January 15, 1979,  
12 pursuant to *Olson v. Cory*, (1980) 27 Cal.3d 532.” Thus, the settlement agreement was based on  
13 Mast’s erroneous assertion that *Olson v. Cory* adopted the legal theory that it actually rejected. The  
14 settlement agreement also provided that “each party will keep the terms of this agreement  
15 confidential.” A true and correct copy of the settlement agreement is attached hereto as Exhibit A.

16 **D. The JRS’s Overpayments To Mast**

17 Since entering into the settlement agreement, the JRS has calculated Mast’s retirement  
18 allowance by applying annual cost of living increase to Mast’s last judicial salary to set the  
19 benchmark for calculating his retirement allowance. This has resulted in overpayments to Mast in  
20 the total principal amount of over \$170,000, as of September, 30, 2015. With interest at the JRS’  
21 current assumed rate of investment return (7.5%), the harm to the JRS is \$515,514.74, as of  
22 September 30, 2015. *See Exhibit B*. Every other retired judge receives an allowance that is based  
23 on the salary of a sitting judge, as required by law.

24 **E. Mast Encouraged Dozens Of Plaintiffs To Pursue Litigation Against The JRS**

25 Even though Mast was receiving amounts that no other judge received, he believed that the  
26 JRS was paying him too little under the settlement agreement. In an effort to coerce the JRS to pay  
27 him more, he threatened to breach his agreement to keep the settlement agreement confidential. He  
28 wrote to the Controller: “Out of my respect for the State of California, I have not taken the

1 underpayment issue to an attorney previously, as I believe that doing so would have a disastrous  
2 effect on the State. I believe that JRS is well aware of the consequences of my seeking legal  
3 assistance.” See Exhibit C. He demanded that the JRS pay him over \$140,000 and an increased  
4 retirement allowance prospectively. See Exhibit D. If the JRS did not pay him those additional  
5 amounts, he threatened the State of California with \$1 billion in liabilities. See Exhibit E.

6 The CalPERS Board did not give in to Mast’s demands, so Mast teamed up with attorney  
7 Jorn Rossi and encouraged dozens of retired judges and justices (and the heirs of deceased retired  
8 judges and justices) to pursue claims against the JRS based on the same theory he asserted in 1995.  
9 See Exhibit F. Mast and Rossi agreed to “work together and share the proceeds equally” in that case,  
10 which Mast believed would be “unbelievably profitable” for each of them. *Id.*

11 The San Diego Superior Court sustained the JRS’s general demurrer to Mast’s and Rossi’s  
12 case. The District Court of Appeal for the Fourth Appellate District affirmed the trial court’s  
13 judgment in *Staniforth v. Judges’ Retirement System* (2014) 226 Cal.App.4th 978.

#### 14 IV. LEGAL ARGUMENT

##### 15 A. The JRS Is Entitled To Rescind The Settlement Agreement

16 The settlement agreement says that Mast’s retirement allowance will be calculated “pursuant  
17 to Olson v. Cory (1980) 27 Cal.3d 532.” That means his allowance should not include any COLAs.  
18 Unfortunately, CalPERS staff has, over the years, relied on Mast’s assertion that his pension should  
19 include COLAs, and has overpaid him based on that assertion. This assertion was erroneous in 1996  
20 when JRS started paying Mast his retirement allowance, and is still erroneous today. Accordingly,  
21 JRS is entitled to correct this error and recoup these overpayments. See Civ. Code § 1689(b)(1)  
22 (rescission based on mistake).

23 Fundamental tenets of contract law also support JRS’s right to rescind the contract and  
24 recoup the overpayments. Civil Code section 1689(b) allows for rescission of a contract: “(1) If the  
25 consent of the party rescinding, or of any party jointly contracting with him, was given by mistake,  
26 or obtained through duress, menace, fraud, or undue influence, exercised by or with the connivance  
27 of the party as to whom he rescinds, or of any other party to the contract jointly interested with such  
28 party. (2) If the consideration for the obligation of the rescinding party fails, in whole or in part,

1 through the fault of the party as to whom he rescinds. (3) If the consideration for the obligation of  
2 the rescinding party becomes entirely void from any cause. (4) If the consideration for the  
3 obligation of the rescinding party, before it is rendered to him, fails in a material respect from any  
4 cause. (5) If the contract is unlawful for causes which do not appear in its terms or conditions, and  
5 the parties are not equally at fault. (6) If the public interest will be prejudiced by permitting the  
6 contract to stand. ..." All six of the above bases for rescission apply here.

7 Mast earned his JRS benefits through his judicial service. Those JRS benefits are determined  
8 under the Judges Retirement Law, Government Code sections 75000 *et seq.* Mast's employment  
9 contract was subject to the same terms and conditions as every other judge who took the bench at the  
10 same time as Mast.<sup>2</sup> There is no legal basis to pay Mast more than he is entitled to receive under the  
11 Judges' Retirement Law. *See* Civ. Code § 1636 ("A contract must be so interpreted as to give effect  
12 to the mutual intention of the parties as it existed at the time of contracting, so far as the same is  
13 ascertainable and lawful."); *see also Little v. Auto Stiegler, Inc.* (2003) 29 Cal.4th 1064, 1074.

14 In *Markman v. County of Los Angeles* (1973) 35 Cal.App.3d 132, the court explained: "The  
15 terms and conditions relating to employment by a public agency are strictly controlled by statute or  
16 ordinance, rather than by ordinary contractual standards." *Id.* at 134-35. In *Oden, supra*, 23  
17 Cal.App.4th at 208, the court explained: "Statutory definitions delineating the scope of [public  
18 retirement] compensation cannot be qualified by bargaining agreements." Courts therefore  
19 invalidate settlement agreements that are in conflict with governing law. *See, e.g., Summit Media*  
20 *LLC v. City of Los Angeles* (2012) 211 Cal.App.4th 921, 934-37; *League of Residential*  
21 *Neighborhood Advocates v. City of Los Angeles* (9<sup>th</sup> Cir. 2007) 498 F.3d 1052, 1055-57; *Trancas v.*  
22 *City of Malibu* (2006) 138 Cal.App.4th 172.

23 Of course the rule could not be otherwise. If it were, benefits would not be governed by law,  
24 but rather by the extent of the errors made by those who administer the benefits. Through excusable  
25 human or computer error, incompetence or even collusion, unauthorized windfalls would become

26 \_\_\_\_\_  
27 <sup>2</sup> Retirement rights vest upon employment, so judges who began judicial service at different times might be  
28 subject to different terms and conditions. For example, judges who began their service on or after November 9, 1994 are members of the Judges' Retirement System II, rather than the JRS.



1 contractually protected. This would render the law governing retirement allowances impotent.

2 **B. Mast Did Not Provide Lawful Consideration Under The Settlement Agreement**

3 The California Supreme Court has explained: “[W]here consideration for an agreement  
4 consists of an exchange of promises, that one party’s promise is illusory generally means there is no  
5 consideration.” *Steiner v. Thexton* (2010) 48 Cal.4th 411, 423. Here, the only consideration Mast  
6 provided was his agreement to maintain the confidentiality of the settlement agreement. That  
7 consideration was illusory, because the settlement agreement was a public record by law. *See* Gov’t  
8 Code § 6250 *et seq.* (the “Public Records Act”). Further, transparency is particularly important for  
9 this kind of agreement that results in the payment of public funds to one retired judge that no other  
10 retired judge receives. *See San Diego Union v. City Council* (1983) 146 Cal.App.3d 947, 955 (“It is  
11 difficult to imagine a more critical time for public scrutiny of its governmental decision-making  
12 process than when the latter is determining how it shall spend public funds.”) The attempted lack of  
13 transparency was particularly troubling here, given that the settlement agreement was premised on  
14 the belief that Mast would receive something that many other judges and justices were also entitled  
15 to receive, but would not receive so long as Mast complied with the confidentiality provision.

16 Given that the only consideration Mast provided under the settlement agreement was  
17 illusory, no enforceable contract was ever formed between Mast and the JRS. Further, as previously  
18 explained, estoppel is not available to Mast in these circumstances. *Medina, supra*, 112 Cal.App.4th  
19 at 870-71; *City of Pleasanton, supra*, 211 Cal.App.4th at 542-43.

20 **C. Mast Cannot Enforce The Settlement Agreement Because He Breached It**

21 Another independent reason why the settlement agreement is unenforceable is that Mast  
22 breached it. Mast himself acknowledged that the purpose of the confidentiality provision was to  
23 prevent the JRS from having to defend against similar claims by other retired judges and justices.  
24 Mast not only breached his agreement to maintain that confidentiality, he actually used the threat of  
25 his breach in an effort to obtain additional money from the JRS. And, when his threats did not  
26 obtain the desired result, he encouraged dozens of other individuals to pursue the very type of claims  
27 that the confidentiality agreement was designed to prevent. Mast’s breach of the settlement  
28 agreement renders it unenforceable against the JRS. *See* Civ. Code § 1689(b)(2).

1 **D. The JRS May Offset Mast's Allowance To Recover The Overpayments Made To Him**

2 Government Code section 20160(b) provides: "[T]he board shall correct all actions taken as  
3 a result of errors or omissions of the university, any contracting agency, any state agency or  
4 department, or this system." (Section 20160 et seq. applies to the JRS pursuant to Government Code  
5 section 75005.) Here, the JRS's overpayment to Mast was an error that should be corrected.<sup>3</sup>

6 Further, the law authorizes the JRS to recover amounts that have been overpaid through  
7 offsets to the JRS's ongoing benefit payments to Mast. Government Code section 20163 provides in  
8 pertinent part: "Adjustments to correct overpayment of a retirement allowance may also be made by  
9 adjusting the allowance so that the retired person or the retired person and his or her beneficiary, as  
10 the case may be, will receive the actuarial equivalent of the allowance to which the member is  
11 entitled." See *Foster v. Pension Board of the City of Alameda* (1937) 23 Cal.App.2d 550, 555 ("It is  
12 immaterial whether said overpayments were made by respondent board under a mistake of fact or  
13 under a mistake of law. In either event, the respondent board was entitled to recover the amount of  
14 said overpayments from petitioner."); *Barrett, supra*, 189 Cal.App.3d at 1602 ("A public officer may  
15 only collect and retain such compensation as is specifically provided by law and any money paid by  
16 a governmental agency without authority of law may be recovered from such officer.")

17 **E. This Court Has Broad Discretion To Recommend A Fair Recoupment Plan**

18 The CalPERS Board is constitutionally entrusted with "plenary authority and fiduciary  
19 responsibility for ... administration of the system." Cal. Const., art. XVI, § 17. It is Board's job to  
20 determine the proper retirement allowance paid to members out of the trust funds that the Board  
21 administers. See *McIntyre, supra*, 91 Cal.App.4th at 734; see also Gov't Code § 20125.

22 It is well established that retirement boards have broad discretion with respect to the recovery  
23 of overpaid benefits. For example, in *City of Oakland v. Oakland Police & Fire Retirement System*  
24 (2014) 224 Cal.App.4th 210, the court explained: "Given this statutory backdrop – where the  
25 Board's decision making must prioritize the rights of retirees while making complex decisions

26  
27 <sup>3</sup> Mast's claim in his untimely memorandum of points and authorities that the JRS had to make this correction  
28 within six months is highly misleading. That six-month limitation applies only when a member wants to correct his or  
her own error. There is no such limitation for correcting the type of error at issue here, which the board "shall correct."

1 impacting multiple variables – we believe that the Board has discretion to decide whether, how and  
2 to what extent any overpayments made to [ ] retirees should be repayable to [the retirement  
3 system].” *Id.* at 244-45. Here, the JRS seeks to recoup the overpayments to Mast, which together  
4 with interest at the CalPERS assumed rate of return of 7.5%, amounts to \$515,514.74, as of  
5 September 30, 2015. Mast’s repayment obligation should be satisfied through reasonable offsets to  
6 the ongoing benefits that the JRS pays him.

7  
8 **V. CONCLUSION**

9 Unfortunately, in 1996 a JRS employee assumed that Mast, a former judge, was correctly  
10 asserting that *Olson v. Cory* required the JRS to pay him more than it really did. Based on Mast’s  
11 promise not to share his theory with his former colleagues, the JRS employee agreed to pay Mast  
12 those amounts. No JRS employee was—or could have been—authorized to do that. Benefits must  
13 be paid according to law. If Mast’s theory was correct, then all retired judges and justices should  
14 have been paid according to that theory. If Mast’s theory was incorrect, then no retired judge or  
15 justice should have been paid according to that theory. Mast’s theory was not correct, under the  
16 plain terms of *Olson v. Cory*, as confirmed in *Staniforth, supra*, 226 Cal.App.4th 978. Thus, all  
17 payments the JRS made to him based on that theory were paid in error.

18 For these reasons, the JRS respectfully requests that the Court deny Mast’s Motion to Strike  
19 and issue a proposed decision recommending that the CalPERS Board (1) bring Mast’s prospective  
20 benefits into compliance with the law, and (2) implement a fair recoupment plan for the  
21 overpayments made to Mast.

22 DATED: November 18, 2015.

REED SMITH LLP

23 By   
24 Jeffrey R. Bieger  
25 Attorneys for Petitioner The JRS  
26  
27  
28

Filed OAH  
By: elruiz Date: 11/18/15 3:53

EXHIBIT A

SETTLEMENT AGREEMENT

between

JUDGES RETIREMENT SYSTEM and PAUL G. MAST

The parties to this agreement, the Judges Retirement System (JRS) and Paul G. Mast (Mast), hereby fully settle their dispute over his request to re-calculate his retirement allowance. The parties agree to the following terms:

1. It is not disputed that JRS must follow the formula for deferred retirements in Government Code section 75033.5
2. Using that formula, JRS will re-calculate Mast's allowance based on the definition in former Government Code section 68203, as in effect on January 6, 1975, the date his last term began, and based on the compensation he was entitled to on the date of his retirement, January 15, 1979, pursuant to Olson v. Cory, (1980), 27 Cal. 3d. 532.
3. Said recalculated retirement allowance shall begin on the date that Mast became eligible to receive a retirement allowance, May 28, 1995.
4. Mast expressly waives his right to appeal this matter further to JRS or any other competent jurisdiction.
5. Each party will keep the terms of this agreement confidential.
6. Each party will bear their own costs in negotiating the terms of this agreement.

In settling, the parties do not admit any wrongdoing or breach of contractual obligations. The parties are settling this matter solely to avoid the expense and uncertainty of litigation.

By the signatures below, JRS and Mast agree to enter this settlement agreement as a legally binding contract on the date signed by the last party to sign.

Date: 10/22/96

Michael Priebe  
MICHAEL PRIEBE, Manager  
Judges' Retirement System

Date: 10-8-96

Paul G. Mast  
PAUL G. MAST  
SSN [REDACTED] 4



**EXHIBIT B**

Paul Mast

49.45720%  
 Would have  
 been paid based  
 on 49.45720%  
 of Judicial  
 Salary

With 7.5%  
 Interest  
 Compounded  
 Annually

DIFFERENCE  
 BETWEEN  
 DATES

Year	Start Date	End Date	Judicial Salary	Judicial Salary	Actual Amount Paid	Difference	Accumulated Overpayment	
1995	5/28/95	5/31/95	8,172.50	521.53	521.53	0.00		
	6/1/95	6/30/95	8,172.50	4,041.89	4,041.89	0.00		
	7/1/95	7/31/95	8,172.50	4,041.89	4,041.89	0.00		
	8/1/95	8/31/95	8,172.50	4,041.89	4,041.89	0.00		
	9/1/95	9/30/95	8,172.50	4,041.89	4,041.89	0.00		
	10/1/95	10/31/95	8,172.50	4,041.89	4,041.89	0.00		
	11/1/95	11/30/95	8,172.50	4,041.89	4,041.89	0.00		
	12/1/95	12/31/95	8,172.50	4,041.89	4,041.89	0.00		
	1996	1/1/96	1/31/96	8,172.50	4,041.89	4,041.89	0.00	
		2/1/96	2/29/96	8,172.50	4,041.89	4,041.89	0.00	
		3/1/96	3/31/96	8,172.50	4,041.89	4,041.89	0.00	
		4/1/96	4/30/96	8,172.50	4,041.89	4,041.89	0.00	
5/1/96		5/31/96	8,172.50	4,041.89	4,041.89	0.00		
6/1/96		6/30/96	8,172.50	4,041.89	4,041.89	0.00		
7/1/96		7/31/96	8,172.50	4,041.89	4,041.89	0.00		
8/1/96		8/31/96	8,172.50	4,041.89	4,041.89	0.00		
9/1/96		9/30/96	8,172.50	4,041.89	4,041.89	0.00		
10/1/96		10/31/96	8,172.50	4,041.89	4,041.89	0.00		
11/1/96		11/30/96	8,172.50	4,041.89	4,041.89	0.00		
12/1/96		12/31/96	8,172.50	4,041.89	30,991.51	26,949.62	\$26,949.62	
1997	1/1/97	1/31/97	8,172.50	4,041.89	5,720.08	1,678.19	\$28,627.81	
	2/1/97	2/28/97	8,172.50	4,041.89	5,720.08	1,678.19	\$30,306.00	
	3/1/97	3/31/97	8,172.50	4,041.89	5,720.08	1,678.19	\$31,984.19	
	4/1/97	4/30/97	8,172.50	4,041.89	5,720.08	1,678.19	\$33,662.38	
	5/1/97	5/31/97	8,172.50	4,041.89	5,720.08	1,678.19	\$35,340.57	
	6/1/97	6/30/97	8,172.50	4,041.89	5,720.08	1,678.19	\$37,018.76	
	7/1/97	7/31/97	8,172.50	4,041.89	6,936.33	2,894.44	\$39,913.20	
	8/1/97	8/31/97	8,172.50	4,041.89	5,893.83	1,851.94	\$41,765.14	
	9/1/97	9/30/97	8,172.50	4,041.89	5,893.83	1,851.94	\$43,617.08	
	10/1/97	10/31/97	8,172.50	4,041.89	5,893.83	1,851.94	\$45,469.02	
	11/1/97	11/30/97	8,172.50	4,041.89	5,893.83	1,851.94	\$47,320.96	
	12/1/97	12/31/97	8,172.50	4,041.89	5,893.83	1,851.94	\$49,172.90	

6847 \$104,650.43  
 6816 \$6,476.82  
 6788 \$6,440.99  
 6757 \$6,401.55  
 6727 \$6,363.61  
 6696 \$6,324.64  
 6666 \$6,287.16  
 6635 \$10,777.31  
 6604 \$6,853.38  
 6574 \$6,812.77  
 6543 \$6,771.05  
 6513 \$6,730.92  
 6482 \$6,689.70

Paul Mast

Year	Start Date	End Date	Judicial Salary	Would have been paid based on 49.45720% of Judicial Salary	Actual Amount Paid	Difference	Accumulated Overpayment	DIFFERENCE BETWEEN DATES	With 7.5% Interest Compounded Annually
1998	1/1/98	1/31/98	8,172.50	4,041.89	5,893.83	1,851.94	\$51,024.84	6451	\$6,648.74
	2/1/98	2/28/98	8,172.50	4,041.89	5,893.83	1,851.94	\$52,876.78	6423	\$6,611.96
	3/1/98	3/31/98	8,172.50	4,041.89	5,893.83	1,851.94	\$54,728.73	6392	\$6,571.47
	4/1/98	4/30/98	8,172.50	4,041.89	6,436.07	2,394.18	\$57,122.91	6362	\$8,445.21
	5/1/98	5/31/98	8,172.50	4,041.89	6,029.39	1,987.50	\$59,110.41	6331	\$6,967.76
	6/1/98	6/30/98	8,172.50	4,041.89	6,029.39	1,987.50	\$61,097.91	6301	\$6,926.47
	7/1/98	7/31/98	8,417.67	4,163.14	6,029.39	1,866.25	\$62,964.15	6270	\$6,464.07
	8/1/98	8/9/98	8,417.67	1,208.65	1,750.47	541.81	\$63,505.97	6261	\$1,873.32
	8/10/98	8/31/98	9,217.67	3,235.28	4,278.92	1,043.64	\$64,549.61	6239	\$3,592.71
	9/1/98	9/30/98	9,217.67	4,558.80	6,029.39	1,470.59	\$66,020.20	6209	\$5,032.45
	10/1/98	10/31/98	9,217.67	4,558.80	6,029.39	1,470.59	\$67,490.79	6178	\$5,001.63
	11/1/98	11/30/98	9,217.67	4,558.80	6,029.39	1,470.59	\$68,961.37	6148	\$4,971.99
12/1/98	12/31/98	9,217.67	4,558.80	6,029.39	1,470.59	\$70,431.96	6117	\$4,941.54	
1999	1/1/99	1/31/99	9,217.67	4,558.80	6,029.39	1,470.59	\$71,902.55	6086	\$4,911.28
	2/1/99	2/28/99	9,217.67	4,558.80	6,029.39	1,470.59	\$73,373.14	6058	\$4,884.11
	3/1/99	3/31/99	9,217.67	4,558.80	6,029.39	1,470.59	\$74,843.73	6027	\$4,854.20
	4/1/99	4/30/99	9,217.67	4,558.80	6,029.39	1,470.59	\$76,314.32	5997	\$4,825.44
	5/1/99	5/31/99	9,217.67	4,558.80	6,029.39	1,470.59	\$77,784.91	5966	\$4,795.89
	6/1/99	6/30/99	9,217.67	4,558.80	6,029.39	1,470.59	\$79,255.49	5936	\$4,767.46
	7/1/99	7/31/99	9,826.00	4,859.66	6,029.39	1,169.73	\$80,425.22	5905	\$3,768.88
	8/1/99	8/31/99	9,826.00	4,859.66	6,801.25	1,941.59	\$82,366.81	5874	\$6,217.53
	9/1/99	9/30/99	9,826.00	4,859.66	6,125.96	1,266.30	\$83,633.10	5844	\$4,031.02
	10/1/99	10/31/99	9,826.00	4,859.66	6,125.96	1,266.30	\$84,899.40	5813	\$4,006.33
	11/1/99	11/30/99	9,826.00	4,859.66	6,125.96	1,266.30	\$86,165.69	5783	\$3,982.59
	12/1/99	12/31/99	9,826.00	4,859.66	6,125.96	1,266.30	\$87,431.99	5752	\$3,958.20
2000	1/1/00	1/31/00	9,826.00	4,859.66	6,189.51	1,329.85	\$88,761.83	5721	\$4,131.39
	2/1/00	2/29/00	9,826.00	4,859.66	6,125.96	1,266.30	\$90,028.13	5692	\$3,911.43
	3/1/00	3/31/00	9,826.00	4,859.66	6,532.10	1,672.44	\$91,700.56	5661	\$5,134.31
	4/1/00	4/30/00	9,826.00	4,859.66	6,261.34	1,401.68	\$93,102.24	5631	\$4,277.58
	5/1/00	5/31/00	9,826.00	4,859.66	6,261.34	1,401.68	\$94,503.92	5600	\$4,251.39
	6/1/00	6/30/00	9,826.00	4,859.66	6,261.34	1,401.68	\$95,905.59	5570	\$4,226.19
	7/1/00	7/31/00	9,826.00	4,859.66	6,261.34	1,401.68	\$97,307.27	5539	\$4,200.31
	8/1/00	8/31/00	9,826.00	4,859.66	6,261.34	1,401.68	\$98,708.94	5508	\$4,174.59
	9/1/00	9/30/00	10,219.00	5,054.03	6,261.34	1,207.31	\$99,916.25	5478	\$3,574.40



Paul Mast

Year	Start Date	End Date	Judicial Salary	Would have been paid based on 49.45720% of Judicial Salary		Difference	Accumulated Overpayment	DIFFERENCE BETWEEN DATES	With 7.5% Interest Compounded Annually
				Actual Amount Paid	Salary				
2001	10/1/00	10/31/00	10,219.00	5,054.03	6,261.34	1,207.31	\$101,123.56	5447	\$3,552.51
	11/1/00	11/30/00	10,219.00	5,054.03	6,261.34	1,207.31	\$102,330.87	5417	\$3,531.46
	12/1/00	12/31/00	10,219.00	5,054.03	6,261.34	1,207.31	\$103,538.18	5386	\$3,509.84
	1/1/01	1/31/01	11,087.62	5,483.63	6,261.34	777.71	\$104,315.89	5355	\$2,247.09
	2/1/01	2/28/01	11,087.62	5,483.63	6,261.34	777.71	\$105,093.60	5327	\$2,234.66
	3/1/01	3/31/01	11,087.62	5,483.63	6,892.48	1,408.85	\$106,502.46	5296	\$4,023.37
	4/1/01	4/30/01	11,087.62	5,483.63	6,471.72	988.09	\$107,490.55	5266	\$2,805.05
	5/1/01	5/31/01	11,087.62	5,483.63	6,471.72	988.09	\$108,478.64	5235	\$2,787.87
	6/1/01	6/30/01	11,087.62	5,483.63	6,471.72	988.09	\$109,466.74	5205	\$2,771.35
	7/1/01	7/31/01	11,087.62	5,483.63	6,471.72	988.09	\$110,454.83	5174	\$2,754.38
	8/1/01	8/31/01	11,087.62	5,483.63	6,471.72	988.09	\$111,442.93	5143	\$2,737.51
	9/1/01	9/30/01	11,351.99	5,614.38	6,471.72	857.34	\$112,300.27	5113	\$2,361.19
2002	10/1/01	10/31/01	11,351.99	5,614.38	6,471.72	857.34	\$113,157.61	5082	\$2,346.73
	11/1/01	11/30/01	11,351.99	5,614.38	6,471.72	857.34	\$114,014.96	5052	\$2,332.83
	12/1/01	12/31/01	11,351.99	5,614.38	6,471.72	857.34	\$114,872.30	5021	\$2,318.54
	1/1/02	1/31/02	11,351.99	5,614.38	6,471.72	857.34	\$115,729.64	4990	\$2,304.34
	2/1/02	2/28/02	11,351.99	5,614.38	6,471.72	857.34	\$116,586.99	4962	\$2,291.60
	3/1/02	3/31/02	11,351.99	5,614.38	6,471.72	857.34	\$117,444.33	4931	\$2,277.56
	4/1/02	4/30/02	11,351.99	5,614.38	6,471.72	857.34	\$118,301.67	4901	\$2,264.06
	5/1/02	5/31/02	11,351.99	5,614.38	6,471.72	857.34	\$119,159.02	4870	\$2,250.20
	6/1/02	6/30/02	11,351.99	5,614.38	6,471.72	857.34	\$120,016.36	4840	\$2,236.86
	7/1/02	7/31/02	11,623.00	5,748.41	6,471.72	723.31	\$120,739.67	4809	\$1,875.61
	8/1/02	8/31/02	11,623.00	5,748.41	6,471.72	723.31	\$121,462.98	4778	\$1,864.12
	9/1/02	9/30/02	11,623.00	5,748.41	6,471.72	723.31	\$122,186.29	4748	\$1,853.07
2003	10/1/02	10/31/02	11,623.00	5,748.41	6,471.72	723.31	\$122,909.60	4717	\$1,841.73
	11/1/02	11/30/02	11,623.00	5,748.41	6,471.72	723.31	\$123,632.91	4687	\$1,830.81
	12/1/02	12/31/02	11,623.00	5,748.41	6,471.72	723.31	\$124,356.22	4656	\$1,819.60
	1/1/02	12/31/02	11,623.00	0.00	2,174.52	2,174.52	\$126,530.74	4656	\$5,470.35
	1/1/03	1/31/03	11,623.00	5,748.41	6,652.93	904.52	\$127,435.26	4625	\$2,261.53
	2/1/03	2/28/03	11,623.00	5,748.41	6,652.93	904.52	\$128,339.78	4597	\$2,249.02
3/1/03	3/31/03	11,623.00	5,748.41	6,652.93	904.52	\$129,244.30	4566	\$2,235.24	
4/1/03	4/30/03	11,623.00	5,748.41	6,652.93	904.52	\$130,148.82	4536	\$2,222.00	
5/1/03	5/31/03	11,623.00	5,748.41	6,652.93	904.52	\$131,053.34	4505	\$2,208.39	
6/1/03	6/30/03	11,623.00	5,748.41	6,652.93	904.52	\$131,957.86	4475	\$2,195.30	

Paul Mast

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 Salary

Year	Start Date	End Date	Judicial Salary	Actual Amount Paid	Difference	Accumulated Overpayment	DIFFERENCE BETWEEN DATES	With 7.5% Interest Compounded Annually
2004	7/1/03	7/31/03	11,986.50	5,928.19	6,652.93	\$132,682.60	4444	\$1,748.21
	8/1/03	8/31/03	11,986.50	5,928.19	6,652.93	\$133,407.34	4413	\$1,737.50
	9/1/03	9/30/03	11,986.50	5,928.19	6,652.93	\$134,132.09	4383	\$1,727.20
	10/1/03	10/31/03	11,986.50	5,928.19	6,652.93	\$134,856.83	4352	\$1,716.63
	11/1/03	11/30/03	11,986.50	5,928.19	6,652.93	\$135,581.57	4322	\$1,706.45
	12/1/03	12/31/03	11,986.50	5,928.19	10,080.40	\$139,733.78	4291	\$9,716.79
	1/1/04	1/31/04	11,986.50	5,928.19	6,652.93	\$140,458.53	4260	\$1,685.62
	2/1/04	2/29/04	11,986.50	5,928.19	6,652.93	\$141,183.27	4231	\$1,675.96
	3/1/04	3/31/04	11,986.50	5,928.19	6,652.93	\$141,908.01	4200	\$1,665.70
	4/1/04	4/30/04	11,986.50	5,928.19	6,652.93	\$142,632.75	4170	\$1,655.83
	5/1/04	5/31/04	11,986.50	5,928.19	6,652.93	\$143,357.50	4139	\$1,645.69
	6/1/04	6/30/04	11,986.50	5,928.19	6,652.93	\$144,082.24	4109	\$1,635.93
7/1/04	7/31/04	11,986.50	5,928.19	6,652.93	\$144,806.98	4078	\$1,625.92	
8/1/04	8/31/04	11,986.50	5,928.19	6,652.93	\$145,531.73	4047	\$1,615.96	
9/1/04	9/30/04	11,986.50	5,928.19	6,652.93	\$146,256.47	4017	\$1,606.38	
10/1/04	10/31/04	11,986.50	5,928.19	6,652.93	\$146,981.21	3986	\$1,596.55	
11/1/04	11/30/04	11,986.50	5,928.19	6,652.93	\$147,705.95	3956	\$1,587.08	
12/1/04	12/31/04	11,986.50	5,928.19	6,652.93	\$148,430.70	3925	\$1,577.37	
2005	1/1/05	1/31/05	12,430.00	6,147.53	6,652.93	\$148,936.10	3894	\$1,093.24
	2/1/05	2/28/05	12,430.00	6,147.53	6,652.93	\$149,441.50	3866	\$1,087.19
	3/1/05	3/31/05	12,430.00	6,147.53	6,652.93	\$149,946.90	3835	\$1,080.54
	4/1/05	4/30/05	12,430.00	6,147.53	7,360.81	\$151,160.18	3805	\$2,578.60
	5/1/05	5/31/05	12,430.00	6,147.53	6,829.90	\$151,842.55	3774	\$1,441.37
	6/1/05	6/30/05	12,430.00	6,147.53	6,829.90	\$152,524.92	3744	\$1,432.83
	7/1/05	7/31/05	12,430.00	6,147.53	6,829.90	\$153,207.29	3713	\$1,424.05
	8/1/05	8/31/05	12,430.00	6,147.53	6,829.90	\$153,889.66	3682	\$1,415.33
	9/1/05	9/30/05	12,430.00	6,147.53	6,829.90	\$154,572.03	3652	\$1,406.94
	10/1/05	10/31/05	12,430.00	6,147.53	6,829.90	\$155,254.40	3621	\$1,398.33
	11/1/05	11/30/05	12,430.00	6,147.53	6,829.90	\$155,936.77	3591	\$1,390.04
	12/1/05	12/31/05	12,430.00	6,147.53	6,829.90	\$156,619.14	3560	\$1,381.53
2006	1/1/06	1/31/06	12,430.00	6,147.53	6,829.90	\$157,301.51	3529	\$1,373.07
	2/1/06	2/28/06	12,558.00	6,210.84	6,829.90	\$157,920.57	3501	\$1,238.79
	3/1/06	3/31/06	12,558.00	6,210.84	6,829.90	\$158,539.64	3470	\$1,231.21
	4/1/06	4/30/06	12,558.00	6,210.84	6,829.90	\$159,158.70	3440	\$1,223.91

Paul Mast

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2007	5/1/06	5/31/06	12,558.00	6,829.90	619.06	\$159,777.77	3409	\$1,216.42
	6/1/06	6/30/06	12,558.00	6,928.93	718.09	\$160,495.86	3379	\$1,402.64
	7/1/06	7/31/06	13,183.42	6,928.93	408.78	\$160,904.64	3348	\$793.57
	8/1/06	8/31/06	13,183.42	6,928.93	408.78	\$161,313.42	3317	\$788.71
	9/1/06	9/30/06	13,183.42	6,928.93	408.78	\$161,722.20	3287	\$784.04
	10/1/06	10/31/06	13,183.42	6,928.93	408.78	\$162,130.98	3256	\$779.24
	11/1/06	11/30/06	13,183.42	6,928.93	408.78	\$162,539.76	3226	\$774.62
	12/1/06	12/31/06	13,183.42	6,928.93	408.78	\$162,948.54	3195	\$769.88
	1/1/07	1/31/07	14,304.00	6,928.93	-145.43	\$162,803.11	3164	-\$272.21
	2/1/07	2/28/07	14,304.00	6,928.93	-145.43	\$162,657.68	3136	-\$270.71
	3/1/07	3/31/07	14,304.00	6,928.93	-145.43	\$162,512.25	3105	-\$269.05
	4/1/07	4/30/07	14,304.00	6,928.93	-145.43	\$162,366.83	3075	-\$267.46
5/1/07	5/31/07	14,304.00	6,928.93	-145.43	\$162,221.40	3044	-\$265.82	
6/1/07	6/30/07	14,304.00	6,928.93	-145.43	\$162,075.97	3014	-\$264.24	
7/1/07	7/31/07	14,899.08	6,928.93	-439.74	\$161,636.23	2983	-\$294.11	
8/1/07	8/31/07	14,899.08	6,928.93	-439.74	\$161,196.50	2952	-\$789.25	
9/1/07	9/30/07	14,899.08	6,928.93	-439.74	\$160,756.76	2922	-\$784.57	
10/1/07	10/31/07	14,899.08	6,928.93	-439.74	\$160,317.02	2891	-\$779.77	
11/1/07	11/30/07	14,899.08	6,928.93	-439.74	\$159,877.28	2861	-\$775.15	
12/1/07	12/31/07	14,899.08	6,928.93	-439.74	\$159,437.54	2830	-\$770.40	
2008	1/1/08	1/31/08	14,899.08	6,928.93	-439.74	\$158,997.81	2799	-\$765.68
	2/1/08	2/29/08	14,899.08	6,928.93	-439.74	\$158,558.07	2770	-\$761.30
	3/1/08	3/31/08	14,899.08	6,928.93	-439.74	\$158,118.33	2739	-\$756.63
	4/1/08	4/30/08	14,899.08	6,928.93	-439.74	\$157,678.59	2709	-\$752.15
	5/1/08	5/31/08	14,899.08	6,928.93	-439.74	\$157,238.86	2678	-\$747.54
	6/1/08	6/30/08	14,899.08	6,928.93	-439.74	\$156,799.12	2648	-\$743.11
	7/1/08	7/31/08	14,899.08	6,928.93	-439.74	\$156,359.38	2617	-\$738.56
	8/1/08	8/31/08	14,899.08	6,928.93	-439.74	\$155,919.64	2586	-\$734.04
	9/1/08	9/30/08	14,899.08	6,928.93	-439.74	\$155,479.90	2556	-\$729.69
	10/1/08	10/31/08	14,899.08	6,928.93	-439.74	\$155,040.17	2525	-\$725.22
	11/1/08	11/30/08	14,899.08	6,928.93	-439.74	\$154,600.43	2495	-\$720.92
	12/1/08	12/31/08	14,899.08	6,928.93	-439.74	\$154,160.69	2464	-\$716.51
2009	1/1/09	1/31/09	14,899.08	6,928.93	-439.74	\$153,720.95	2433	-\$712.12
	2/1/09	2/28/09	14,899.08	6,928.93	-439.74	\$153,281.22	2405	-\$708.18

JRS-A 001423

Paul Mast

Year	Start Date	End Date	Judicial Salary	Would have been paid based on 49.45720% of Judicial Salary	Actual Amount Paid	Difference	Accumulated Overpayment	DIFFERENCE BETWEEN DATES	With 7.5% Interest Compounded Annually
2010	3/1/09	3/31/09	14,899.08	7,368.67	6,928.93	-439.74	\$152,841.48	2374	-\$703.85
	4/1/09	4/30/09	14,899.08	7,368.67	6,928.93	-439.74	\$152,401.74	2344	-\$699.68
	5/1/09	5/31/09	14,899.08	7,368.67	6,928.93	-439.74	\$151,962.00	2313	-\$695.39
	6/1/09	6/30/09	14,899.08	7,368.67	6,928.93	-439.74	\$151,522.26	2283	-\$691.27
	7/1/09	7/31/09	14,899.08	7,368.67	6,928.93	-439.74	\$151,082.53	2252	-\$687.04
	8/1/09	8/31/09	14,899.08	7,368.67	6,928.93	-439.74	\$150,642.79	2221	-\$682.83
	9/1/09	9/30/09	14,899.08	7,368.67	6,928.93	-439.74	\$150,203.05	2191	-\$678.78
	10/1/09	10/31/09	14,899.08	7,368.67	6,928.93	-439.74	\$149,763.31	2160	-\$674.63
	11/1/09	11/30/09	14,899.08	7,368.67	6,928.93	-439.74	\$149,323.58	2130	-\$670.63
	12/1/09	12/31/09	14,899.08	7,368.67	6,928.93	-439.74	\$148,883.84	2099	-\$666.52
	1/1/10	1/31/10	14,899.08	7,368.67	6,928.93	-439.74	\$148,444.10	2068	-\$662.44
	2/1/10	2/28/10	14,899.08	7,368.67	6,928.93	-439.74	\$148,004.36	2040	-\$658.77
3/1/10	3/31/10	14,899.08	7,368.67	6,928.93	-439.74	\$147,564.62	2009	-\$654.74	
4/1/10	4/30/10	14,899.08	7,368.67	6,928.93	-439.74	\$147,124.89	1979	-\$650.86	
5/1/10	5/31/10	14,899.08	7,368.67	6,928.93	-439.74	\$146,685.15	1948	-\$646.87	
6/1/10	6/30/10	14,899.08	7,368.67	6,928.93	-439.74	\$146,245.41	1918	-\$643.04	
7/1/10	7/31/10	14,899.08	7,368.67	6,928.93	-439.74	\$145,805.67	1887	-\$639.10	
8/1/10	8/31/10	14,899.08	7,368.67	17,335.68	9,967.01	\$155,772.69	1856	\$14,397.10	
9/1/10	9/30/10	14,899.08	7,368.67	7,438.09	69.42	\$155,842.11	1826	\$99.68	
10/1/10	10/31/10	14,899.08	7,368.67	7,438.09	69.42	\$155,911.53	1795	\$99.07	
11/1/10	11/30/10	14,899.08	7,368.67	7,438.09	69.42	\$155,980.95	1765	\$98.49	
12/1/10	12/31/10	14,899.08	7,368.67	7,438.09	69.42	\$156,050.37	1734	\$97.88	
1/1/11	1/31/11	14,899.08	7,368.67	7,438.09	69.42	\$156,119.80	1703	\$97.28	
2/1/11	2/28/11	14,899.08	7,368.67	7,438.09	69.42	\$156,189.22	1675	\$96.75	
3/1/11	3/31/11	14,899.08	7,368.67	7,438.09	69.42	\$156,258.64	1644	\$96.15	
4/1/11	4/30/11	14,899.08	7,368.67	7,438.09	69.42	\$156,328.06	1614	\$95.58	
5/1/11	5/31/11	14,899.08	7,368.67	7,438.09	69.42	\$156,397.48	1583	\$95.00	
6/1/11	6/30/11	14,899.08	7,368.67	7,438.09	69.42	\$156,466.91	1553	\$94.44	
7/1/11	7/31/11	14,899.08	7,368.67	7,438.09	69.42	\$156,536.33	1522	\$93.86	
8/1/11	8/31/11	14,899.08	7,368.67	7,438.09	69.42	\$156,605.75	1491	\$93.28	
9/1/11	9/30/11	14,899.08	7,368.67	7,438.09	69.42	\$156,675.17	1461	\$92.73	
10/1/11	10/31/11	14,899.08	7,368.67	7,683.55	314.88	\$156,990.06	1430	\$418.02	
11/1/11	11/30/11	14,899.08	7,368.67	7,560.82	192.15	\$157,182.21	1400	\$253.58	
12/1/11	12/31/11	14,899.08	7,368.67	7,560.82	192.15	\$157,374.36	1369	\$252.03	

Paul Mast

Year	Start Date	End Date	Judicial Salary	Would have been paid based on 49.45720% of Judicial Salary	Actual Amount Paid	Difference	Accumulated Overpayment	DIFFERENCE BETWEEN DATES	With 7.5% Interest Compounded Annually
2012	1/1/12	1/31/12	14,899.08	7,368.67	7,560.82	192.15	\$157,566.51	1338	\$250.48
	2/1/12	2/29/12	14,899.08	7,368.67	7,560.82	192.15	\$157,758.66	1309	\$249.05
	3/1/12	3/31/12	14,899.08	7,368.67	7,560.82	192.15	\$157,950.82	1278	\$247.52
	4/1/12	4/30/12	14,899.08	7,368.67	7,560.82	192.15	\$158,142.97	1248	\$246.06
	5/1/12	5/31/12	14,899.08	7,368.67	7,560.82	192.15	\$158,335.12	1217	\$244.55
	6/1/12	6/30/12	14,899.08	7,368.67	7,560.82	192.15	\$158,527.27	1187	\$243.10
	7/1/12	7/31/12	14,899.08	7,368.67	7,560.82	192.15	\$158,719.43	1156	\$241.61
	8/1/12	8/31/12	14,899.08	7,368.67	7,560.82	192.15	\$158,911.58	1125	\$240.13
	9/1/12	9/30/12	14,899.08	7,368.67	7,560.82	192.15	\$159,103.73	1095	\$238.71
	10/1/12	10/31/12	14,899.08	7,368.67	7,940.04	571.37	\$159,675.10	1064	\$705.47
2013	11/1/12	11/30/12	14,899.08	7,368.67	7,750.43	381.76	\$160,056.86	1034	\$468.56
	12/1/12	12/31/12	14,899.08	7,368.67	7,750.43	381.76	\$160,438.63	1003	\$465.70
	1/1/13	1/31/13	14,899.08	7,368.67	7,750.43	381.76	\$160,820.39	972	\$462.84
	2/1/13	2/28/13	14,899.08	7,368.67	7,750.43	381.76	\$161,202.15	944	\$460.28
	3/1/13	3/31/13	14,899.08	7,368.67	7,750.43	381.76	\$161,583.91	913	\$457.46
	4/1/13	4/30/13	14,899.08	7,368.67	7,750.43	381.76	\$161,965.68	883	\$454.75
	5/1/13	5/31/13	14,899.08	7,368.67	7,750.43	381.76	\$162,347.44	852	\$451.97
	6/1/13	6/30/13	14,899.08	7,368.67	7,750.43	381.76	\$162,729.20	822	\$449.29
	7/1/13	7/31/13	15,107.66	7,471.83	7,750.43	278.60	\$163,007.80	791	\$325.88
	8/1/13	8/31/13	15,107.66	7,471.83	7,750.43	278.60	\$163,286.41	760	\$323.88
	9/1/13	9/30/13	15,107.66	7,471.83	7,750.43	278.60	\$163,565.01	730	\$321.96
	10/1/13	10/31/13	15,107.66	7,471.83	7,750.43	278.60	\$163,843.62	699	\$319.99
2014	11/1/13	11/30/13	15,107.66	7,471.83	7,750.43	278.60	\$164,122.22	669	\$318.09
	12/1/13	12/31/13	15,107.66	7,471.83	7,750.43	278.60	\$164,400.83	638	\$316.15
	1/1/14	1/31/14	15,107.66	7,471.83	7,750.43	278.60	\$164,679.43	607	\$314.21
	2/1/14	2/28/14	15,107.66	7,471.83	7,750.43	278.60	\$164,958.04	579	\$312.47
	3/1/14	3/31/14	15,107.66	7,471.83	7,750.43	278.60	\$165,236.64	548	\$310.56
	4/1/14	4/30/14	15,107.66	7,471.83	7,750.43	278.60	\$165,515.24	518	\$308.72
	5/1/14	5/31/14	15,107.66	7,471.83	7,750.43	278.60	\$165,793.85	487	\$306.83
	6/1/14	6/30/14	15,107.66	7,471.83	9,378.03	1,906.20	\$167,700.05	457	\$2,086.87
	7/1/14	7/31/14	15,384.16	7,608.57	7,913.19	304.62	\$168,004.67	426	\$331.44
	8/1/14	8/31/14	15,384.16	7,608.57	7,913.19	304.62	\$168,309.28	395	\$329.41
9/1/14	9/30/14	15,384.16	7,608.57	8,041.07	432.50	\$168,741.78	365	\$464.93	
10/1/14	10/31/14	15,384.16	7,608.57	8,041.07	432.50	\$169,174.27	334	\$462.09	

Paul Mast

Would have  
 been paid based  
 on 49.45720%  
 of Judicial  
 Salary

Year	Start Date	End Date	Judicial Salary	Actual Amount Paid	Difference	Accumulated Overpayment	DIFFERENCE BETWEEN DATES	With 7.5% Interest Compounded Annually
2015	11/1/14	11/30/14	15,384.16	8,041.07	432.50	\$169,606.77	304	\$459.35
	12/1/14	12/31/14	15,384.16	8,041.07	432.50	\$170,039.26	273	\$456.53
	1/1/15	1/31/15	15,384.16	8,041.07	432.50	\$170,471.76	242	\$453.74
	2/1/15	2/28/15	15,384.16	8,041.07	432.50	\$170,904.25	214	\$451.23
	3/1/15	3/31/15	15,384.16	8,041.07	432.50	\$171,336.75	183	\$448.47
	4/1/15	4/30/15	15,384.16	8,041.07	432.50	\$171,769.24	153	\$445.81
	5/1/15	5/31/15	15,384.16	8,041.07	432.50	\$172,201.74	122	\$443.08
	6/1/15	6/30/15	15,384.16	8,041.07	432.50	\$172,634.24	92	\$440.45
	7/1/15	7/31/15	15,753.41	8,041.07	249.87	\$172,884.11	61	\$252.91
8/1/15	8/31/15	15,753.41	8,041.07	249.87	\$173,133.98	30	\$251.36	
9/1/15	9/30/15	15,753.41	8,110.10	318.90	\$173,452.89	0	\$318.90	

SUM OF AMOUNTS WITH 7.5% INTEREST  
 COMPOUNDED ANNUALLY:

\$514,515.74

INTEREST ALONE:

\$341,062.85

Filed OAH  
By: elruiz Date:11/18/15 3:53

EXHIBIT C

*Paul Mast, Judge (Ret.)*



September 1, 2010

The Honorable John Chiang  
California State Controller  
Box 942850  
Sacramento, CA 94250-5872

Re: Unpaid Retirement Benefits for Judges and  
Potential One Billion Dollar Cost to State of California

I am a Retired Judge who has been attempting for the past ten years to have the Judges Retirement System (JRS) properly adjust my retirement pay in accordance with the law and a 1996 Settlement Agreement between the JRS and me.

A historical summary is included in my letter to Pamela Montgomery, Judges and Legislators Retirement System, dated September 1, 2010. Enclosed is a complete copy, including a copy of the Settlement Agreement.

I retired on January 15, 1979. When I became eligible to receive retirement benefits in May 1995, JRS began the payments incorrectly by applying the law as it applied to retirees in 1995 rather than the law that prevailed when I retired in January 1979. That law provided that the amount to be paid be adjusted annually from the date of my retirement, in accordance with the COLA for the respective time periods. When I objected to application of the incorrect law, and when discussion was to no avail, I filed for an Administrative Proceeding. After the case was briefed on each side, the attorneys representing JRS concluded that I was correct, and a settlement agreement was entered into on October 22, 1996. The Settlement Agreement settled all issues concerning proper retirement benefits and adjustments pursuant to the three *Olson v. Corey* cases, particularly *Olson v. Corey*, (1980) 27 Cal 3d. 532. Adjustments were made as agreed thro



Letter to California State Controller  
September 1, 2010  
Page Two

Ten years has passed. For the first three of those years the Director did not know what to do. For the past seven years the adjustment has been delayed by avoidance and obfuscation. The amount presently in arrears on my account is \$141,775.55. The correct monthly pension amount beginning September is \$8,550.59.

Despite my personal frustrations, I ordinarily would not bring the issue of retirement pay adjustment to the State Controller and each Member of the Public Employees Retirement Board as I do today. In this instance the matter concerns proper judicial retirement pay adjustments pursuant to *Olson v. Corey*.

At the time of the settlement I was the only Retired Judge to have called the error in judicial retirement adjustment pursuant to *Olson v. Corey* to the attention of JRS, and thus I am the only Retired Judge to have ever been paid in accordance with this law as far as I know. JRS wanted a confidentiality agreement in the Settlement Agreement.

At the time of the 1996 Settlement I asked a representative of JRS why JRS wanted a confidentiality agreement. I was told that no Retired Judge was paid in accordance with the dictates of *Olson v. Cory*; that 1,000 to 1,500 retired judges had been receiving retirement pay contrary to the dictates of those cases; and that if JRS had to adjust the amounts previously paid, JRS would be paying out about four hundred million dollars.

Since 1996 the entitled retirees have accrued additional amounts of unpaid retirement benefits and interest.

Based upon the 1996 estimate that the cost would be four hundred million dollars, I estimate a current potential liability of one billion dollars.

Out of my respect for the State of California, I have not taken the underpayment issue to an attorney previously, as I believe that doing so would have a disastrous effect on the State. I believe that JRS is well aware of the consequences of my seeking legal assistance.

I present my issue to you and urge you to help me to resolve this matter now as I do not want to consult an attorney. I have no doubt that if I do nothing, the Director of JRS will delay more. I cannot wait indefinitely and allow this problem to outlive me.

MAST 002

Letter to California State Controller  
September 1, 2010  
Page Three

I do not want to consult an attorney. I have no doubt that if I do nothing, the Director of JRS will delay more. I cannot wait indefinitely and allow this problem to outlive me.

I wish to thank you in advance for your consideration of this matter.

The best way to contact me is by email at [pmast@earthlink.net](mailto:pmast@earthlink.net). I will be moving from my temporary residence in La Quinta to a permanent residence in Laguna Woods by the end of September.

Respectfully,

Paul G. Mast, Judge (Ret.)  
[REDACTED]

Enclosures as stated

MAST 003

Filed OAH  
By: elruiz Date: 11/18/15 3:53

EXHIBIT D

*Paul Mast, Judge (Ret.)*



September 1, 2010

Pamela Montgomery  
Judges and Legislators Retirement System  
Box 942705  
Sacramento, CA 94229-2705

Re: Unpaid retirement benefits for Paul Mast

Dear Ms. Montgomery:

I have your letter of August 9, 2010. Your calculations are erroneous. You have again proceeded on the wrong premise and therefore come up with a completely wrong conclusion. Your calculations are very much the same as you came up with in 2006. I explained the errors to you in a letter then. You have ignored the law and the facts as stated in that letter. You have stalled for four additional years while making one excuse after another. During that time the underpayment and therefore the problem has increased exponentially.

You have again insisted in recalculating the retirement from 1979, as you did in 2006. I will again in this letter explain why this is not legal and is not acceptable.

I have submitted the calculation to my accountant, using your figures for the COLA adjustments as well as your figures for the amounts that have been paid. The summary of those calculations is attached.

I am sending a copy of this letter to the Members of the Board of the Public Employees Retirement Board and separately to John Chiang, the Controller of the State of California (who is also a Member of the Board).

I have been writing to you and your predecessor for ten years to have you calculate my retirement benefits correctly. The time is up. If the Retirement System does not pay the amount due and adjust the amount payable each month by the October 1 payment, I will submit it to an attorney.

MAST 004

As you well know, I have out of my respect for the State of California, not taken this to an attorney prior to this, as to do so would have a disastrous effect on the State. I shall explain this in this letter, although you are well aware of the consequences of my seeking legal assistance.

When I became eligible to receive retirement benefits in May, 1995, your office began the payments under the wrong provision of the law, that being the law as it applied to retirees in 1995. The law that should have been applied was the law that prevailed in January, 1979, when I retired. That law provided that the amount to be paid be adjusted annually from the date of my retirement, in accordance with the COLA for the respective time periods. I objected, and when discussion was to no avail, filed for an Administrative proceeding. During that proceeding, before a hearing, it was determined by your office, with the attorney representing your office, Maureen Reilly, Senior Staff Counsel of the Board of Administration of the Public Employees' Retirement System, that I was correct, and that I was entitled to my benefits being adjusted for COLA from the date of my retirement, January, 1979. This was pursuant to the three Olson v. Cory cases, particularly, Olson v. Cory, (1980) 27 Cal 3d. 532.

It should also be noted that I was the only Retired Judge to have called this error to the attention of your office, and thus I am the only Retired Judge to have ever been paid in accordance with this law. After Jim Niehaus left your office, his successor Steve Benitez did not know what to do, and after three years of delaying the question and doing nothing, despite my repeated requests and directions, you came into the office. Since then you have repeatedly delayed the resolution of the matter and diverted the resolution by coming up with various claims and positions.

First, you have completely ignored the Settlement Agreement. I am attaching a copy of this Agreement for the edification of those I am copying with this letter.

The Agreement was prepared by your office and/or the attorneys representing your office. I took no part in its drafting or preparation. Although I do not see any ambiguities, any such that there may be would be construed in my favor and against yours, according to law.

Paragraph 2 of the Agreement states:

"Using that formula, JRS will re-calculate Mast's allowance based on the definition in former Government Code section 68203, as in effect on January 6, 1975, the date his last term began, and based on the compensation he was entitled to on the date of his retirement, January 15, 1979, pursuant to Olson v. Cory, (1980), 27 Cal. 3d 532."

Paragraph 3 of the Agreement states, in part:

“Said recalculated retirement allowance . . . .”

These are the key words on why you are wrong in attempting to recalculate the amount of the retirement allowance abinitio. When it says “Said recalculated retirement allowance” it refers to Paragraph 2. It does not say “if that calculation is correct”, it does not say that the calculation made be modified in the future by another calculation. It says that the calculation may by JRS at that time is that which will be used as the basis for the retirement allowance.

It should also be noted that I took no part in the calculation. I was not contacted or consulted and had no input into it. I relied on JRS to do it correctly and they did.

Now you come up with a different calculation. That is not acceptable. I will note, although it is not material, as the amount cannot be changed even if it were wrong (which it wasn't), that the probable reason for the error in your calculation is that you are using the wrong salary. In 1979, Judges in California were receiving pay under a three-tiered system. This was the result of the first of the Olson v. Cory cases, which ruled that the new method of paying judges only applied to Judges who were newly elected or appointed, or had started a new term subsequent to the effective date of the new law. I was not in that category, and was entitled to and did receive pay in accordance with the amount in the highest pay tier. You apparently have used the pay of a judge in a lower tier.

I now direct your attention to Paragraph 5 of the Agreement, which states:  
“Each party will keep the terms of this agreement confidential”.

I have not paid attention to the wording of Paragraph 5 until now, as I knew what the concerns of JRS were.

I asked during the final discussion of the settlement why JRS wanted a confidentiality agreement. I was told, that no Retired Judge was paid in accordance with the dictates of Olson v. Cory. That some 1000 to 1500 retired judges had been receiving retirement pay in violation of the dictates of that case, and that if JRS had to adjust the amounts previously paid, that JRS would be paying out about four hundred million dollars. This discussion was held in 1996. Since then these retirees have accrued additional amounts they are owed. In addition 15 additional years of interest has also accrued.

Your statement that Government Code Section 20160 (b) requires you to correct all errors made by the system does not apply to this matter. The amount due is based upon a settlement of litigation and a written Settlement Agreement. It is not a clerical error that the Code Section refers to. In addition, no error was made. You are making the error in your calculations.

I have submitted the question of my underpayment to my accountant for a correct determination of the amount due. I did not in any way speak to him ahead of time about what I thought was owed. He used the CPI table given to me by the Judges Retirement System, and took as correct the amount of the monthly payment for the last period that a proper adjustment and calculation was due, with the first adjustment being effective 9/1/99.

The amount determined to be due, in addition to the payments which have been made, is \$101,219 through October, 2010, plus interest of \$51,050, through October, a total of \$152,269.

The amount of the monthly pension, beginning September 2010, is \$8,550.59. A copy of the calculation is attached.

My accountant was not given your letter, and did not consider the additional payments JRS is making pursuant to that letter. Thus from the fore-stated amount must be deducted \$10,088.90, in back payments that JRS is making on 9/1/10, plus \$317.85, the adjustment for 9/1/10, and \$509.16, the adjustment to be made 10/1/10. In addition, one month's interest must be deducted from the amount committed to be paid and adjusted on 9/1/10 (\$86.33).

The amount due, therefore, is \$90,812.25 plus \$50,963.30, a total of 141,775.55. In addition the monthly pension must be adjusted to \$8,550.59.

The best way to contact me is by email:

  
The end of this month I will be moving from La Quinta to Laguna Woods.

Thank you,

Paul Mast, Judge (Ret.)

MAST 007

Filed OAH  
By: elruiz Date: 11/18/15 3:53

EXHIBIT E



*Paul Mast, Judge (Ret.)*

[REDACTED]  
[REDACTED]  
[REDACTED]

September 1, 2010

The Honorable Bill Lockyer  
Public Employees Retirement Board Member  
Box 942701  
Sacramento, CA 94229-2714

Re: Unpaid Retirement Benefits for Judges and  
Potential One Billion Dollar Cost to State of California

Dear Sir:

I am a Retired Judge who has been attempting for the past ten years to have the Judges Retirement System (JRS) properly adjust my retirement pay in accordance with the law and a 1996 Settlement Agreement between the JRS and me.

A historical summary is included in my letter to Pamela Montgomery, Judges and Legislators Retirement System, dated September 1, 2010. Enclosed is a complete copy, including a copy of the Settlement Agreement.

I retired on January 15, 1979. When I became eligible to receive retirement benefits in May 1995, JRS began the payments incorrectly by applying the law as it applied to retirees in 1995 rather than the law that prevailed when I retired in January 1979. That law provided that the amount to be paid be adjusted annually from the date of my retirement, in accordance with the COLA for the respective time periods. When I objected to application of the incorrect law, and when discussion was to no avail, I filed for an Administrative Proceeding. After the case was briefed on each side, the attorneys representing JRS concluded that I was correct, and a settlement agreement was entered into on October 22, 1996. The Settlement Agreement settled all issues concerning proper retirement benefit

MAST 008

Letter to Public Employees Retirement Board Member  
September 1, 2010  
Page Two

adjustments pursuant to the three *Olson v. Corey* cases, particularly *Olson v. Cory*, (1980) 27 Cal 3d. 532. Adjustments were made as agreed through 1999.

Ten years has passed. For the first three of those years the Director did not know what to do. For the past seven years the adjustment has been delayed by avoidance and obfuscation. The amount presently in arrears on my account is \$141,775.55. The correct monthly pension amount beginning September is \$8,550.59.

Despite my personal frustrations, I ordinarily would not bring the issue of retirement pay adjustment to the State Controller and each Member of the Public Employees Retirement Board as I do today. In this instance the matter concerns proper judicial retirement pay adjustments pursuant to *Olson v. Corey*.

At the time of the settlement I was the only Retired Judge to have called the error in judicial retirement adjustment pursuant to *Olson v. Corey* to the attention of JRS, and thus I am the only Retired Judge to have ever been paid in accordance with this law as far as I know. JRS wanted a confidentiality agreement in the Settlement Agreement.

At the time of the 1996 Settlement I asked a representative of JRS why JRS wanted a confidentiality agreement. I was told that no Retired Judge was paid in accordance with the dictates of *Olson v. Cory*; that 1,000 to 1,500 retired judges had been receiving retirement pay contrary to the dictates of those cases; and that if JRS had to adjust the amounts previously paid, JRS would be paying out about four hundred million dollars.

Since 1996 the entitled retirees have accrued additional amounts of unpaid retirement benefits and interest.

Based upon the 1996 estimate that the cost would be four hundred million dollars, I estimate a current potential liability of one billion dollars.

Out of my respect for the State of California, I have not taken the underpayment issue to an attorney previously, as I believe that doing so would have a disastrous effect on the State. I believe that JRS is well aware of the consequences of my seeking legal assistance.

I present my issue to you and urge you to help me to resolve this matter now as

MAST 009

Letter to Public Employees Retirement Board Member  
September 1, 2010  
Page Three

I do not want to consult an attorney. I have no doubt that if I do nothing, the Director of JRS will delay more. I cannot wait indefinitely and allow this problem to outlive me.

I wish to thank you in advance for your consideration of this matter.

The best way to contact me is by email at [REDACTED] I will be moving from my temporary residence in La Quinta to a permanent residence in Laguna Woods by the end of September.

Respectfully,

Paul G. Mast, Judge (Ret.)  
[REDACTED]

Enclosures as stated

MAST 010

Filed OAH  
By: elruiz Date: 11/18/15 3:53

EXHIBIT F

**ATTACHMENT 5**

Answer to your Letter  
May 30, 2012 8:02 PM

Dear Jorn,

I have your letter, and I am sorry to say you I disagree with you on almost every point.

I have never, and do not now intend to "take over" representation of the Petitioners. We went into this jointly, and we have done a very good job acting jointly. At all times I have passed everything by you, and we have discussed everything. This is also what I intend to do in the future.

Your filing the Termination of Counsel document was not a wise or well considered act.

As to what you talk about in your letter, the tentative ruling was favorable and not only do I agree with you that nothing should have been said, but I told Rieger we would submit it on the tentative, and asked if he would do likewise. His reply was "no way". When he started arguing to the Court, we had no option but to respond.

You said I piled a bunch of documents upside down on the counsel table. What I put on the counsel table were the Petition, the demurrer, and the various briefs relating to the demur, any of which may have been necessary to refer to. I had no way of knowing what would come up, and it did not hurt to have everything on the counsel table.

You next refer to a speech that I had in my hand that you had never seen. I did not have a speech in my hand, but I had notes to follow for argument. You said you had never seen them, but this is just not true. These were prepared by Bill Reppy, as a suggested statement to the Court. You received a copy of it at the same time I did. If the ruling had been against us, then it was a cogent outline to follow to be certain all the points were covered.

Referring to the "key" cases, I spoke about People v. Ford on page 2, and the other case v. Municipal Court on Page 3. I stated what each case said, and as far as having the exact case name in my head, I stated exactly what its holding was and stated exactly where the citation was.

In regard to the "vesting argument", this was brought up by Rieger and had to be addressed. Likewise, on the Administrative Remedy argument, we had to show how JRS was stalling and delaying, and I did an excellent job with this. The

**JRS-A 001452**

argument finally ended after you stood up and spoke, but there was no magic in this. The Court had decided it was time to end it and move on.

I did not after the hearing talk to Rieger about amending the complaint. He would like us to, as then he would be able to start the demur procedure all over again. I was clear, and I assume you are to, that we are not going to do anything to allow a new demurrer and to have them stall the proceedings. What happened, is that he knows we want to add the Legislature v. Eu theory, and he came up to me and said he did not want to start preparing his answer if we were going to amend the Petition. I told him that we were not going to do that at this time and would do nothing to delay his filing his answer. Bill also told him that for income tax purposes, he wanted to change the designation of the Petitioner in his father's claim (not his exact words). I did not say to him that I wanted him to stipulate to anything nor would I without passing it by you.

I did not suggest to you the filing of an amended complaint (or Petition), two days before the hearing. What I did was bring the subject up to you and Bill that it was a possibility if it could be done without delaying the hearing, as to do it after the hearing would take a motion to amend. You pointed out that it would delay the hearing, and it ended there. That is why there are two of us to talk things over.

In regard to Olson v. Cory, and what you characterize as the socratic spirit, if you will look back at your emails, you will find that you have asked questions about the Olson case on several occasions and stated wording which you felt defeated our position. I very patiently and thoroughly replied to all of these, but there did come a time when I did not want to keep answering these queries, and I said read the case. What I wanted from you was not socratic questions, but for you to analyze it and come up with arguments supporting our position. It takes a very few minutes to ask a socratic question, and hours for me to answer it intelligently.

I am insulted by what you said about my wanting to cause as much trouble for JRS as possible, as well as your saying this in your letter to Rieger. This is a complete falsehood. I am not a vindictive person and you know that. You talk about the Teal case. [redacted]

Another case that has been on again, off again, is Falasco. [redacted]

As to the Notice to Produce, this was not sent out unilaterally. I sent you a copy draft and asked for your help as to the form. You said when you were yelling at me on the street that you had sent me corrections by email. I checked, and no such email was received. I am certain that you intended to send it, but I had no way of knowing that. As to the content, it is essential that we get the information as soon as possible. The information deals with the unification of courts issue.

Either they made the payments as they claim or they did not. Either way we need to know so that we can proceed with the Supplemental Claims one way or the other. Since Rieger admitted that the adjustments should have been made, if they did not, then we can push them to make those payments now.

As to the Schmidt Order, you pointed out that I was wrong, and I agreed with you. That is why we consult with each other. I have not been told that the changed order ever came through.

Next you talk about the Form interrogatories in the ABE case [this is a case in which Rossi is suing for fees and I had been representing him. It is not part of the case before the court. [redacted]

As to our case, this is why I passed the Prod of docs to you for the form, and I told you in an email, that I found the form somewhere else and sent it out correctly. As far as the discovery that should be done now, the admissions and interrogatories, at your direction, I do have the judicial council forms for this, but understand that you want to do this. The timing is essential, which is why I wanted them sent out this week. This is why. We have a status conference coming up. We should be calling Grachella in Dept. 66 the end of next week or the beginning of the following week for a date for the status conference. The sooner we set it the sooner we will have a final hearing on the Petition. It would be very beneficial if we had the answers to the discovery before the status conference.

As to the footnote in Olson, [redacted]

Likewise, you did not like the proposed Addendum to the Response, so I did not push it and it was not filed. You said you had a better way, and I told you to write it up and file it. You did (without my seeing it ahead of time). I did not make a fuss or mention a word about it, but I was very disturbed, not with the beginning part, but with the emotional statement at the end about however you described the dedicated public servants, etc. This might be good for a news release, but the emotions have no part in a pleading. Nevertheless, I did not bring it up and would not have.

In regard to the letter about having written to them before, when you asked what I was thinking, the answer was I was not thinking. This is a letter that you wrote, I did not write it. [redacted]

In regard to my case, I thought you knew exactly what transpired. What I told the Court was absolutely correct. In 1994 or early 1995, prior to my retirement, I inquired of JRS as to what my benefits would be. They told me and I knew they were wrong. I advised them that they were wrong and they stated I was wrong. Jim Niehaus handled most of this for JRS. This eventually ended up with a determination letter denying what I requested and then my appeal. It was referred

to their hearing office, and they presented a brief (which I think you have). I then presented my brief. At that time they acknowledged that I was correct and agreed to pay me benefits with the COLA. This was in 1996. They calculated the CPI and the amount I should be paid without input from me. They wanted to start then and not have it retroactive to the date my benefits started, and I said no. They paid the additional benefits retroactively (I was not smart enough to get interest to the best of my memory). Thereafter, once a year, based on the Dec. to Dec. CPI, they adjusted my benefits in accordance with the CPI (they did not adjust when the active judges salaries increased). Since I was the only one getting the adjustment, they regularly forgot it and adjusted it a few months late, paying me the arrearage. The adjustments were made properly until 2002, when there was a change in personnel. They simply did not know what to do. I told them and they did not get it done. I did not press them on it as much as I probably should have. After several years, the personnel changed again, and Pam Montgomery came in. She was very friendly, and was going to get it done, but she would stonewall and delay, promising to do something, and my not hearing for nine months. Eventually she did make the adjustments, in her own way, and paid me about \$10,000 in arrearages. From my view, her accounting was faulty. One of the things she did do, was look into the CPI. She found that JRS had made an error in one years CPI, and used a percent higher than what the CPI said. My position, was that the CPI calculations were part of the settlement agreement and were computed by JRS, and could not be changed. They differed. I checked the CPI (they had sent me what they had originally used), and found that there was a mistake, but not as large as Pam said. The issue in the case is whether the CPI was set as part of the settlement agreement or if they can now go back and change it. After that, it is just accounting. Although it came late, and maybe inaccurately, they have made CPI adjustments each year and are still doing so.

An additional issue to think about, which is not now in our pleadings, is the Legislature v. Eu/G. Dennis Adams cases. [redacted]

NOW WE HAVE BOTH AIRED OUR DIFFERING VIEWS. WE MIGHT STILL NOT AGREE ON EVERYTHING, BUT WE KNOW WHAT EACH ONE IS THINKING. WE CAN BOTH AGREE TO CONSULT ABOUT EVERYTHING IN THE FUTURE AND TO WORK TOGETHER. I THOUGHT THAT WE WERE WORKING TOGETHER, BUT WE CAN MAKE CERTAIN WE DO. WE HAVE COME A LONG WAY WITH THE CASE AND I AM JUST AS CERTAIN AS EVER THAT WE WILL HAVE A VERY SUCCESSFUL RESULT, AND ALTHOUGH YOU HAVE HAD SOME SERIOUS DOUBTS ABOUT OUR CASE, I THINK YOU NOW AGREE THAT OUR CASE IS VERY SOLID.

IT IS TIME TO PUT THIS QUARREL BEHIND US AND UNITE TO GO AHEAD IN THE FUTURE. I THINK THAT NEITHER OF US CAN DO AS GOOD A JOB



FOR OUR CLIENTS SEPARATELY AS WE CAN DO TOGETHER - AND THAT IS REALLY WHAT THIS IS ABOUT.

PAUL

Staniforth  
May-31, 2012 7:13 PM

Hi Jorn,

I hope you are not still ignoring me. I answered your letter completely last night.

The action you want to take will be very harmful to the clients. Even though you characterize them as your clients, they are as much my clients as yours and I am concerned about them as a first priority - I hope you feel likewise. Many of the clients signed up with you only upon my recommendation, and a good many of them only because they knew I would be involved. Also, others, have been less than enamored with you and I assured them they are in good hands.

So far our clients do not know what you are doing. If they ever find out, all hell will break loose.

I have your email to Rieger about Teal and his response to you. This was not necessary. We are both in agreement, and have been, that we would make no amendment if it would delay the proceedings. [redacted]

This, as well as other things which will come up, is only a part of the reason we should work together.

I don't know what has happened that you have turned to hate me so much. We have worked on this successfully for a long time and have developed something that will come out very good.

You called me a "whistle blower". Come on Jorn, I gave you a complete case which will be unbelievably profitable to each of us. We agreed to work together and share the proceeds equally. I laid out the complete theory of the law for you, and although you doubted I was right for a long time, I believe that now, only after our preparation for the demurrer, that you are convinced we are correct. I discovered all the other issues, which will be very beneficial to those of our clients who are effected, and of course beneficial to you too. I wrote the Petition, which was upheld in the recent hearing. I prepared the claims, researched the files, did the accounting, invented the accounting system, wrote the points and authorities, and in effect laid out the entire claim procedure. This was in addition to finding the addresses of the judges, spouses, and heirs.

**JRS-A 001456**

Instead of recognizing these things that I have done, you have found fault with a few minor things, many of which were merely misunderstandings. I trust after reading my email of last night you understand some of them that you had a misconception about.

You talk about your reputation, although it doesn't matter what Rieger thinks, you certainly have not enhanced your reputation with him. I can see him frothing at the mouth, however, at the idea of a split between us which will lead to victory for him - which is a likely ending to this mess.

I know you are under great pressure because of [redacted] I am truly sorry for the pressure you are under, but we cannot let it destroy our clients' claims. When the date for the hearing was discussed, there was talk of it being put on on June 1, rather than May 25. If it were not on one of those dates, it would have been much later in June, which was not in our clients' best interest. You may not recall, but I acceded to May 25 so that you could be at [redacted] In so doing, I gave up going to [redacted]. I did this because of my affection for you and because your attending [redacted] was important. Think of this when you take this precipitous action which will harm our clients.

Please stop avoiding me. Please communicate with me so that we can put this aside and continue for the benefit of our clients.

Paul

WE NEED TO RESOLVE THIS  
June 1, 2012 8:38 AM

Jorn,

I am disappointed that I did not hear from you again.

I heard from Jeff Rieger. Revealing a weakness to our opposition is destructive.

[redacted]

There is a lot that of work to do. We should be doing some of it this week. Today is already Friday.

I want you to understand that I am best able to handle a lot of the work that has to be done before this case is resolved. I have not discussed it with you as it was not pertinent until after the demurrer hearing. There is a lot more to do to obtain the writ besides briefing and showing up at the hearing.

**JRS-A 001457**

We must update all of the claims and all of the accounting consistent with both the court's determination of the law and the passage of time. This also must be done in such a fashion that the appeals process, if there is an appeal, is not delayed. Since I have done all of this on all of the claims I am the one to do this most expeditiously.

For the good of our clients, I again ask you to talk to me and resolve whatever problems we have. I am sure you realize that this situation between us is detrimental to the case. I am baffled by your unilateral actions revealing weaknesses to the other side and by your silence toward me. The detriment will be enhanced if you leave town with this matter unresolved.

Paul

**JRS-A 001458**

Filed OAH  
By: elruiz Date: 11/18/15 3:53

PROOF OF SERVICE

*In re the Matter of Recalculation of Benefits of Paul G. Mast*

Office of Administrative Hearings, Los Angeles, CA  
Agency Case No.: 2010-0825; OAH No. 2015030996

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is REED SMITH LLP, 101 Second Street, Suite 1800, San Francisco, CA 94105. On November 18, 2015, I served the following document(s) by the method indicated below:

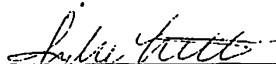
**THE JRS'S (1) OPPOSITION TO RESPONDENT MAST'S MOTION TO STRIKE, AND  
(2) PRE-HEARING BRIEF**

- by transmitting via facsimile on this date from fax number +1 415 391 8269 the document(s) listed above to the fax number(s) set forth below. The transmission was completed before 5:00 PM and was reported complete and without error. The transmission report, which is attached to this proof of service, was properly issued by the transmitting fax machine. Service by fax was made by agreement of the parties, confirmed in writing. The transmitting fax machine complies with Cal.R.Ct 2003(3).
- by placing the document(s) listed above in a sealed envelope(s) and consigning it to an express mail service for guaranteed delivery on the next business day following the date of consignment to the address(es) set forth below.
- by transmitting via email to the parties at the email addresses listed below:

REED SMITH LLP  
A limited liability partnership formed in the State of Delaware

Paul Mast [Redacted] Email: [Redacted]	Respondent
--	------------

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on November 18, 2015, at San Francisco, California.

  
Julie Little