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VENTURA  
SUPERIOR COURT  
FILED

OCT 06 2009

MICHAEL D. PLANET  
BY: \_\_\_\_\_

M. AKUNA

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 COUNTY OF VENTURA

14 VENTURA COUNTY COMMUNITY  
15 COLLEGE RETIREES ASSOCIATION;  
16 RENE G. RODRIGUEZ; GARY JOHNSON,  
17 ROBERT LONG; ROBERT LOPEZ;  
18 BARBARA HOFFMAN; DAVID THOMAS;  
19 VIVIAN LOCKARD; BURSSELL JETT;  
20 CHARLENE BLALOCK-CARLSON;  
21 DONALD MEDLEY; HARRY KORN;  
22 individually and for and on behalf of a class of  
23 persons similarly situated,

24 Petitioners and Plaintiffs,

25 v.

26 VENTURA COUNTY COMMUNITY  
27 COLLEGE DISTRICT; BOARD OF  
28 TRUSTEES OF VENTURA COUNTY  
COMMUNITY COLLEGE DISTRICT;  
DOES 1 through 50, inclusive,

Respondents and Defendants.

CASE NO. 56-2007-00303058-CU-WM-VTA

Assigned to: Honorable Judge Ken W. Riley  
Department 43

CLASS ACTION

JOINT STIPULATION OF  
SETTLEMENT AND RELEASE  
BETWEEN PLAINTIFFS AND  
DEFENDANTS

Petition Filed: August 31, 2007

This Joint Stipulation of Settlement and Release Between Plaintiffs and Defendants  
(hereinafter "Stipulation of Settlement" or "Settlement") is made and entered into by and

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15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 COUNTY OF VENTURA

17 VENTURA COUNTY COMMUNITY  
18 COLLEGE RETIREES ASSOCIATION;  
19 RENE G. RODRIGUEZ; GARY JOHNSON,  
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30 COLLEGE DISTRICT; BOARD OF  
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33 DOES 1 through 50, inclusive,

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CLASS ACTION

JOINT STIPULATION OF  
SETTLEMENT AND RELEASE  
BETWEEN PLAINTIFFS AND  
DEFENDANTS

Petition Filed: August 31, 2007

This Joint Stipulation of Settlement and Release Between Plaintiffs and Defendants  
(hereinafter "Stipulation of Settlement" or "Settlement") is made and entered into by and

1 between Defendants Ventura County Community College District ("District") and its Board of  
 2 Trustees ("Board") (the District and Board are collectively referred to as "Defendants", or  
 3 "District") and Plaintiff Ventura County Community College Retirees Association  
 4 ("Association"), along with Plaintiffs Rene G. Rodriguez, Gary Johnson, Robert Long, Robert  
 5 Lopez, Barbara Hoffman, David Thomas, Vivian Lockard, Eursell Jett, Charlene Blalock-  
 6 Carlson, Donald Medley, Harry Korn, individually and on behalf of the class ("Class  
 7 Representatives") (the Association and Class Representatives are collectively referred to as  
 8 "Plaintiffs" or "Retirees").

9 This Settlement shall be binding on Plaintiffs and the class they seek to represent, and  
 10 Defendants, and any individual or entity which could be jointly liable with Defendants, or any of  
 11 them, and their respective counsel, subject to the terms and conditions hereof and the approval of  
 12 the Court.

13 THE PARTIES STIPULATE AND AGREE as follows:

- 14 1. Plaintiffs and Defendants are collectively referred to as the "Parties."
- 15 2. On August 31, 2007, Plaintiffs filed a Verified Petition for Writ of Mandamus and  
 16 Complaint ("Lawsuit"), on behalf of themselves and all others similarly situated, against  
 17 Defendants in Ventura Superior Court. Plaintiffs' Lawsuit alleged causes of action against  
 18 Defendants for declaratory judgment, equitable relief (promissory estoppel, judicial estoppel),  
 19 injunction and breach of fiduciary duty arising from Defendants' alleged failure to provide  
 20 Plaintiffs with certain paid health benefits following Plaintiffs' retirement from the District.
- 21 3. Plaintiffs have not filed a motion for class certification in this action.
- 22 4. For purposes of this Settlement, the "Settlement Class" is defined below in  
 23 Section I.A.
- 24 5. Solely for purposes of settling this case, the Parties stipulate and agree that the  
 25 requisites for establishing class certification with respect to the Settlement Class have been met  
 26 and are met.
- 27 6. Defendants deny any liability or wrongdoing of any kind whatsoever associated  
 28 with the claims alleged in the Plaintiffs' Lawsuit and further deny that, for any purpose other than

1 settling Plaintiffs' Lawsuit, these actions are appropriate for class or representative treatment.  
2 Plaintiffs, on the other hand, believe that they have filed a meritorious action and that class  
3 certification is appropriate in this action.

4 7. The Parties desire to fully, finally, and forever settle, compromise, and discharge  
5 all disputes and claims arising from or related to Plaintiffs' Lawsuit. In order to achieve a full  
6 and complete release of Defendants, each Class Representative acknowledges that this  
7 Stipulation of Settlement is intended to include in its effect all claims for alleged causes of action  
8 for declaratory judgment, equitable relief (promissory estoppel, judicial estoppel), injunction and  
9 breach of fiduciary duty, as alleged in Plaintiffs' Lawsuit.

10 8. It is the intention of the Parties that this Stipulation of Settlement shall constitute a  
11 full and complete settlement and release of all claims arising from or related to the allegations of  
12 the Lawsuit against Defendants, which release includes in its effect any individual or entity  
13 which could be jointly liable with Defendants.

14 9. Plaintiffs' Counsel (also referred to herein as "Class Counsel") has conducted a  
15 thorough investigation into the facts of this class action case, including an extensive review of  
16 relevant documents, and has diligently pursued an investigation of Class Representatives' claims  
17 against Defendants. Based on their own independent investigation and evaluation, Class Counsel  
18 is of the opinion that the Settlement with Defendants for the consideration and on the terms set  
19 forth in this Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest  
20 of the Settlement Class in light of all known facts and circumstances, including the risk of  
21 significant delay, the risk the Settlement Class will not be certified by the Court, the defenses  
22 asserted by Defendants, and numerous potential appellate issues. Defendants and Defendants'  
23 counsel also agree that the Settlement is fair and in the best interest of the Settlement Class.  
24 Moreover, the Parties participated in good faith negotiations for the past several months in  
25 reaching the terms of the Settlement.

26 10. The Parties agree to cooperate and take all steps necessary and appropriate to  
27 dismiss this case with prejudice.

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**I. DEFINITIONS.**

A. Settlement Class. As used herein, the term "Settlement Class" refers to all persons who meet the criteria outlined in Section II and are not legally barred from being party to the Settlement. However, the Settlement Class will not include any person who previously has settled or released the claims covered by the Settlement, or any person who was paid or received awards through civil or administrative actions for the claims covered by the Settlement. A full and complete list of the Settlement Class, as agreed upon by the Parties, is attached hereto and incorporated herein as Exhibit "A." Members of the Settlement Class are alternately referred to herein as "Class Members."

B. Medical Benefit Plan. With respect to each person in the Settlement Class, the term "Medical Benefit Plan" is defined as any major medical plan hereafter offered from year to year by the District to active employees who serve in the same or substantially similar employee type held by such person in the Settlement Class at their time of retirement. As such, the term "Medical Benefit Plan" describes a major medical plan which is subject to change from year to year.

C. Primary Plan. With respect to each person in the Settlement Class, the term "Primary Plan" is defined as a PPO Medical Benefit Plan which: (1) the District provides to active employees of the District who serve in the same or substantially similar employee type as that held by such person in the Settlement Class at their time of retirement; and (2) is designated by the District, or in an applicable collective bargaining agreement, as the "Primary Plan" with respect to active employees of the District who serve in the same or substantially similar employee type as that held by such person in the Settlement Class at their time of retirement.

D. Baseline Primary Plan. As used in this document, the term "Baseline Primary Plan" is defined as the "Primary Plan" provided for active employees and members of the Settlement Class during the 2007-2008 Health Benefit Year. For the purpose of reference, the Baseline Primary Plan is the PPO Medical Benefit Plan commonly known as the Anthem Blue Cross Plan.

E. Subordinate Plan. With respect to each person in the Settlement Class, the term

1 "Subordinate Plan(s)" is defined as any and all Medical Benefit Plans aside from the Primary  
2 Plan, including, but not limited to, any HMO Plan in which such person in the Settlement Class  
3 is eligible to enroll.

4 F. Health Benefit Year. The term "Health Benefit Year" is defined as the year  
5 commencing July 1 and concluding on the next succeeding June 30.

6 G. Dependent. The term Dependant is defined to mean a "Dependent" as defined by  
7 the health insurance provider for the "Primary Plan" in the current Health Benefit Year. As such,  
8 the definition of "Dependent" may change from year to year.

9 H. Dispute Resolution Committee. As used in this document, the term "Dispute  
10 Resolution Committee" shall refer to a committee formed for the purpose of resolving disputes  
11 related to the application of the provisions of the Settlement, where authorized under the express  
12 terms of this Agreement. The Dispute Resolution Committee shall consist of one (1) member  
13 appointed by the District, one (1) member appointed by the Association, and a third member  
14 jointly appointed by the District and Association appointees. The members appointed by the  
15 District and Association shall serve at the pleasure of the appointing Party. The member jointly  
16 appointed by the District and Association shall serve for the period of time required to resolve  
17 outstanding disputes with respect to a single Health Benefit Year, but may be reappointed for  
18 subsequent terms. The Dispute Resolution Committee shall make decisions only by majority  
19 vote of its members. Decisions of the Dispute Resolution Committee shall be final, and shall not  
20 be subject to challenge in a court of law. Decisions of the Dispute Resolution Committee shall  
21 not be precedential.

22 I. Baseline Dental and Vision Plans. As used in this document, the terms "Baseline  
23 Dental Plan" and "Baseline Vision Plan" are defined, with respect to each person in the  
24 Settlement Class, as the Dental and/or Vision Plans in effect as of the date of execution of this  
25 Agreement for active employees in the same or substantially similar employee type as that held  
26 by such person in the Settlement Class at their time of retirement.

27 **II. SETTLEMENT CLASS.**

28 This Settlement is limited in application and effect to persons in the Settlement Class, as

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1 defined in Section I.A. Each person in the Settlement Class has been further identified as a  
2 member of one of the following sub-classes:

3 A. Faculty Class Member. The term "Faculty Class Member" is defined to include  
4 those persons in the Settlement Class who are entitled to receive retirement health benefits from  
5 the District by virtue of their service as academic employees of the District in the bargaining unit  
6 currently represented by the American Federation of Teachers, and who meet each and all of the  
7 following criteria:

8 1. Initial Date Of Active Employment. Each Faculty Class Member must  
9 have served as an active employee of the District, in the bargaining unit currently  
10 represented by the American Federation of Teachers, on or after July 1, 1972, and prior to  
11 July 1, 1990.

12 2. Retired From District Employment. Each Faculty Class Member must  
13 have been actively employed by the District at the time of their retirement from service  
14 under the Public Employee Retirement System ("PERS") or State Teachers Retirement  
15 System ("STRS"); must have retired on or before August 31, 2007; and must have  
16 received District-provided retirement health benefits continuously from their date of  
17 retirement to the present.

18 A full and complete list of each Faculty Class Member, as agreed upon by the Parties, is  
19 set forth in Exhibit "A."

20 B. Classified Class Member. The term "Classified Class Member" is defined to  
21 include those in the Settlement Class who are entitled to receive retirement health benefits from  
22 the District by virtue of their service as classified employees of the District in the bargaining unit  
23 represented by the California School Employees Association, Local 697 ("CSEA"), and,  
24 subsequently, Service Employees International Union, Locals 690 and 535 ("SEIU"), and who  
25 meet each and all of the following criteria:

26 1. Initial Date Of Active Employment. Each Classified Class Member must  
27 have served as an active employee of the District, in the bargaining unit represented by  
28 CSEA and/or SEIU, on or after July 1, 1972, and prior to July 24, 1990.

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1           2.     Retired From District Employment. Each Classified Class Member must  
2 have been actively employed by the District at the time of their retirement from service  
3 under the Public Employee Retirement System ("PERS") or State Teachers Retirement  
4 System ("STRS"); must have retired on or before August 31, 2007; and must have  
5 received District-provided retirement health benefits continuously from their date of  
6 retirement to the present.

7           A full and complete list of each Classified Class Member, as agreed upon by the Parties,  
8 is set forth in Exhibit "A."

9           C.     Supervisory/Management Class Member. The term "Supervisory/Management  
10 Class Member" is defined to include those in the Settlement Class who are entitled to receive  
11 retirement health benefits from the District by virtue of their service as supervisory and/or  
12 management employees of the District, and who are not entitled to such benefits as Faculty Class  
13 Members or Classified Class Members, and who meet each and all of the following criteria:

14           1.     Initial Date Of Active Employment. Each Supervisory/Management Class  
15 Member must have served as an active employee of the District on or after July 1, 1972,  
16 and prior to August 8, 1990.

17           2.     Retired From District Employment. Each Supervisory/Management Class  
18 Member must have been actively employed by the District at the time of their retirement  
19 from service under the Public Employee Retirement System ("PERS") or State Teachers  
20 Retirement System ("STRS"); must have retired on or before August 31, 2007; and must  
21 have received District-provided retirement health benefits continuously from their date of  
22 retirement to the present.

23           A full and complete list of each Supervisory/Management Class Member, as agreed upon  
24 by the Parties, is set forth in Exhibit "A."

25           D.     Individuals Not Included As Class Members. In the event a person otherwise  
26 entitled to membership in the Settlement Class has, through ignorance, inadvertence, or  
27 temporary legal disability (i.e. the individual could not have been lawfully subject to the  
28 Agreement at the time it was adopted) been excluded from Exhibit "A," the individual may apply



1 to the District to be recognized as having the same rights as persons in the Settlement Class. If,  
2 and only if, such individual meets each and all of the criteria for one of the sub-classes outlined  
3 in Section II, the District in its sole discretion may enter into an agreement with such individual  
4 to afford them all of the rights and obligations of persons in the Settlement Class (including, but  
5 not limited to, the right to seek reimbursement from the District funds allocated pursuant to this  
6 Settlement), subject to each and every other term of this Settlement.

7 **III. TERMS OF SETTLEMENT**

8 NOW THEREFORE, in consideration of the mutual covenants, promises and agreements  
9 set forth herein, the parties agree, subject to the Court's approval, as follows:

10 A. Claims Settled/Compromised: It is agreed by and between Plaintiffs and  
11 Defendants that any claims, damages, or causes of action arising out of the disputes which are the  
12 subject of the Lawsuit, be settled and compromised as between the Settlement Class and  
13 Defendants, subject to the terms and conditions set forth in this Stipulation of Settlement and the  
14 approval of the Ventura County Superior Court.

15 B. Settlement Date: The settlement embodied in this Stipulation of Settlement shall  
16 become effective when all of the following events have occurred: (i) this Stipulation of  
17 Settlement has been executed by all parties and by Class Counsel and counsel for Defendants;  
18 (ii) the Court has given preliminary approval to the settlement; (iii) notice has been given to the  
19 Settlement Class; (iv) the Court has held a formal fairness hearing and entered a final order and  
20 judgment certifying the Class, dismissing this Lawsuit with prejudice, and approving this  
21 Stipulation of Settlement; (v) the Ventura County Superior Court has dismissed with prejudice  
22 Case No. 56-2007-00303058-CU-WM-WTA, and all claims and causes of action alleged therein;  
23 and (vi) in the event there are timely written objections filed prior to the formal fairness hearing  
24 which are not later withdrawn, the later of the following events: when the period for filing any  
25 appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any  
26 appeal, writ or other appellate proceeding having been filed; or any appeal, writ or other appellate  
27 proceeding opposing the Settlement has been dismissed finally and conclusively with no right to  
28 pursue further remedies or relief; or any appeal, writ or other appellate proceeding has upheld the

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1 Court's final order with no right to pursue further remedies or relief. In this regard, it is the  
2 intention of the Parties that the Settlement shall not become effective until the Court's order  
3 approving the Settlement is completely final, and there is no further recourse by an appellant or  
4 objector who seeks to contest the Settlement, and the above-referenced action pending in Ventura  
5 County Superior Court has been dismissed in its entirety with prejudice.

6 C. Enrollment In The Same Medical Benefit Plan As Active Employees. In each  
7 Health Benefit Year, each eligible person in the Settlement Class shall be entitled to enroll in any  
8 one Medical Benefit Plan, any one dental plan, and any one vision plan provided by the District  
9 to active employees who serve in the same or substantially similar employee type held by such  
10 person in the Settlement Class at the time of their retirement. The Parties acknowledge that the  
11 Medical Benefit Plan(s), dental plan(s), and vision plan(s) provided to persons in the Settlement  
12 Class are, therefore, subject to change at any time, including but not limited to changes resulting  
13 from negotiations between the District and its active employee unions, and that the resulting level  
14 of benefits and other cost-related items, including but not limited to co-pays, deductibles, and  
15 out-of-pocket maximums may change from year to year, and may be greater or lesser than is  
16 currently provided. Coverage shall be provided for eligible Dependents only to the same extent  
17 as coverage is provided to Dependents of active employees enrolled in the same Medical Benefit  
18 Plan(s), dental plan(s), and vision plan(s).

19 D. District Will Contribute The Full Premium For The Primary Plan. The District  
20 will pay the full premium required for each person in the Settlement Class to enroll in the  
21 Primary Plan. The District is not obligated to provide any Subordinate Plan. If, however, the  
22 District offers any Subordinate Plan to active employees, each person in the Settlement Class  
23 may also enroll in the Subordinate Plan, provided that the District premium contribution shall be  
24 limited to the premium applicable to the Primary Plan. In the event the premium for the  
25 Subordinate Plan exceeds the amount of the premium for the Primary Plan, such person in the  
26 Settlement Class shall pay the difference in full, in advance of enrollment in the Subordinate  
27 Plan. If such person in the Settlement Class fails to make such payment, the District shall not be  
28 obligated to enroll such person in the Settlement Class in the Subordinate Plan.

1 E. Co-Pays, Deductibles And Out-Of-Pocket Maximums. The District may institute  
 2 such co-pays, deductibles, and out-of-pocket maximums in the Primary Plan as it deems  
 3 appropriate, although no increase in co-pays, deductibles or out-of-pocket maximums shall apply  
 4 to Class Members unless the same increase in co-pays, deductibles or out-of-pocket maximums  
 5 also applies to all participants (active employees and retirees) in the Primary Plan. Provided,  
 6 however, that the District shall annually make certain funds available to reimburse certain excess  
 7 expenditures incurred by persons in the Settlement Class enrolled in the Primary Plan, as further  
 8 described below.

9 1. Baseline Amounts For Deductibles And Out-Of-Pocket Maximums. The  
 10 Baseline Primary Plan provides for certain deductibles and out-of-pocket maximums,  
 11 including the following:

- 12 a. A Medical Deductible in the amount of \$200 per individual.
- 13 b. A Prescription Deductible in the amount of \$50 per individual.
- 14 c. A Prescription Out-Of-Pocket Maximum in the amount of \$500 for  
 15 mail-order prescriptions per individual.

16 2. Aggregate Baseline Amount. The sum total of the amounts identified in  
 17 Paragraph III.E.1 (i.e. \$750) shall hereinafter be referenced as the "Aggregate Baseline  
 18 Amount." As set forth in Paragraph III.E.3, the Aggregate Baseline Amount shall be  
 19 increased annually, effective at the beginning of each Health Benefit Year. As set forth in  
 20 Paragraph III.E.4, certain costs incurred by Class Members in excess of the Aggregate  
 21 Baseline Amount shall be eligible for reimbursement.

22 3. Annual Increases To Aggregate Baseline Amount. Commencing July 1,  
 23 2008, and on each July 1 thereafter, the Aggregate Baseline Amount shall be increased  
 24 annually by 6% compounded and carried forward, as reflected in the chart attached hereto  
 25 and incorporated herein as Exhibit "B." It is agreed and understood that such annual  
 26 increases in the Aggregate Baseline Amount may or may not correlate with actual  
 27 adjustments to medical deductibles, prescription deductibles, and prescription out-of-  
 28 pocket maximums for mail order prescriptions in any Health Benefit Year, which may be

1 lower or higher than the Aggregate Baseline Amount. In the event of any dispute as to  
2 the appropriate Aggregate Baseline Amount for any future Health Benefit Year, the  
3 amount set forth in Exhibit "B" shall govern.

4 4. Excess Deductibles And Prescription Out Of Pocket Maximums. Each  
5 Class Member enrolled in the Primary Plan who incurs out-of-pocket costs – either on  
6 their own behalf or on behalf of an eligible and enrolled Dependant – in any Health  
7 Benefit Year in an aggregate amount in excess of the then-applicable Aggregate Baseline  
8 Amount specified in Exhibit "B" for: (a) Medical Deductibles; (b) Prescription  
9 Deductibles; and/or (c) Prescription Out-Of-Pocket Maximum for mail order  
10 prescriptions, shall be entitled to apply for reimbursement of the excess expenditure. Any  
11 such application for reimbursement shall be made as set forth in Section III.G., *infra*. By  
12 way of example, and not of limitation, if the medical deductible, prescription deductible,  
13 and out-of-pocket maximum for mail order prescriptions contained in the Baseline  
14 Primary Plan remain unchanged through June 30, 2012, and then double (i.e. to an  
15 aggregate amount of \$1,500) effective July 1, 2012, a Class Member incurring the  
16 maximum \$1500 charge for such items in the 2012-2013 Health Benefit Year would be  
17 entitled to apply for reimbursement of \$496 (i.e. \$1500 less the then-applicable \$1,004  
18 Aggregate Baseline Amount).

19 5. Baseline Primary Plan Out-Of-Pocket Maximum. For reference purposes  
20 only, the Baseline Primary Plan in-network medical out-of-pocket maximum is currently  
21 \$1500 per individual, and the in-network coverage for this benefit is currently 100%. It is  
22 agreed and understood that the District may change the in-network coverage percentage  
23 and medical out-of-pocket maximum for Class Members enrolled in the Primary Plan to  
24 the same extent as such changes are made with respect to active employees, provided,  
25 however, that no changes will be initiated by the District to the \$1500 in-network medical  
26 out-of-pocket maximum unless the hospital and/or medical and physician care (while in  
27 hospital) coverage was previously or concurrently changed on or after July 1, 2007. By  
28 way of example, and not of limitation, a "change" to the hospital and/or medical and

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physician care (while in hospital) coverage may include, but is not necessarily limited to, any decrease in the percentage of in-network coverage (i.e. below 100%).

6. Class Members Attaining Age 75 Prior To June 30, 2013. Any Class Member who attains the age of 75 prior to June 30, 2013 shall “lock-in” the then-effective In-Network Medical Out-Of-Pocket Maximum for the Primary Plan, and may thereafter apply for reimbursement of any expenditure in excess of such In-Network Medical Out-Of-Pocket Maximum which is incurred on behalf of the Class Member (or eligible Dependent) (e.g. a Class Member turning 75 on January 1, 2010 shall, for expenses arising after that date, be entitled to apply for reimbursement of expenditures incurred as a result of increases in the In-Network Medical Out-Of-Pocket Maximum instituted on or after the date of their 75<sup>th</sup> birthday). Any such application for reimbursement shall be made as set forth in Section III.G, *infra*. Provided, however, that this Paragraph applies only if the Class Member and all eligible dependant(s) are enrolled in Medicare Part A (if eligible to do so). It is understood and agreed that the operative age is that of the Class Member, and not the Class Member’s spouse.

7. Class Members Attaining Age 80. Any Class Member who attains the age of 80 shall “lock-in” the then-effective Medical and Prescription Deductibles, Prescription Out-Of-Pocket Maximum, and In-Network Medical Out-Of-Pocket Maximum for the Primary Plan, and may thereafter apply for reimbursement of any expenditure in excess of such Medical and Prescription Deductible, Prescription Out-Of-Pocket Maximum, and In-Network Medical Out-Of-Pocket Maximum which is incurred on behalf of the Class Member (or eligible Dependent) (e.g. a Class Member turning 80 on July 1, 2020 shall be entitled to apply for reimbursement of expenditures incurred as a result of increases in the Medical and Prescription Deductibles, Prescription Out-Of-Pocket Maximum, and/or In-Network Medical Out-Of-Pocket Maximum instituted on or after July 1, 2020). Any such application for reimbursement shall be made as set forth in Section III.G, *infra*. Provided, however, that this Paragraph applies only if the Class Member and all eligible dependent(s) are enrolled in Medicare Part A (if eligible to do

1 so). It is understood and agreed that the operative age is that of the class Member, and  
2 not the Class Member's spouse.

3 F. Other Cost-Shifting Measures. Other Cost-Shifting Measures. In the event the  
4 District initiates changes in plan design to the Primary Plan or to the Baseline Dental Plan or the  
5 Baseline Vision Plan in such manner as to shift costs to Class Members that had previously been  
6 incurred by the District, such excess costs shall be subject to reimbursement as described below  
7 in Paragraphs III.F.1 through III.F.3 and III.G. Provided, however, that any change in co-pays,  
8 deductibles, and out-of-pocket maximums for the Primary Plan shall be governed by Paragraph  
9 III.E, and shall not be subject to Paragraph III.F.

10 1. Class Members Impacted By Collective Bargaining Agreements. If the  
11 District enters into a collective bargaining agreement or other written agreement with one  
12 or more of its active employee unions which expressly mandates changes in plan design  
13 to the Primary Plan, or to the District's dental or vision plan, in such a manner as to shift  
14 costs to Class Members which had previously been incurred by the District, Class  
15 Members incurring such excess costs shall be entitled to apply for reimbursement of such  
16 costs, subject to the exclusions set forth in Section III.F.3, *infra*. Any such application for  
17 reimbursement shall be made as set forth in Section III.G., *infra*.

18 2. Class Members Not Impacted By Collective Bargaining Agreements. If  
19 the District, through formal action of its Governing Board or authorized designee,  
20 expressly mandates changes in plan design to the Primary Plan, or to the Baseline Dental  
21 Plan or to the Baseline Vision Plan, in such a manner as to shift costs to Class Members  
22 which had previously been incurred by the District, Class Members incurring such excess  
23 costs shall be entitled to apply for reimbursement of such costs, subject to the exclusions  
24 set forth in Section III.F.3, *infra*. Any such application for reimbursement shall be made  
25 as set forth in Section III.G, *infra*.

26 3. Exclusions. The Parties recognize that the District's health, dental, and  
27 vision insurance providers routinely make changes in plan design to the coverage plans  
28 offered to the District (including, without limitation, changes to plan design with respect

1 to coverage for medical procedures, medical equipment, and prescription medications),  
2 which changes may result in increased cost to plan participants, including but not limited  
3 to individual Class Members. By way of example, and not of limitation, the Parties  
4 recognize that advancements in medical knowledge may result in changes to plan design  
5 with respect to coverage for medical procedures, medical equipment, and prescription  
6 medications. Further, the Parties recognize that the District may from time to time, and  
7 for a variety of reasons, cease its relationship with one insurance provider and enter into a  
8 relationship with a different insurance provider. Sections III.F.1 and III.F.2 of this  
9 Agreement do not provide for reimbursement of costs shifted to Class Members as a  
10 result of a change in insurance providers, or as a result of changes in plan design which  
11 are initiated by governmental entities (other than the District) or insurance providers.  
12 Rather, Sections III.F.1 and III.F.2 of this Agreement provide for reimbursement only of  
13 costs which are shifted to Class Members at District initiative (i.e. which are initially  
14 proposed by the District) in the specific manner described in Sections III.F.1 and III.F.2.  
15 By way of example, and not of limitation, the following categories of costs are not  
16 eligible for reimbursement pursuant to this Section III.F:

- 17 a. Costs incurred as a result of changes in co-pays, deductibles, and  
18 out-of-pocket maximums for mail order prescriptions with respect  
19 to the Primary Plan (as these are governed by Paragraph III.E).
- 20 b. Costs resulting from changes in plan design initiated by a  
21 governmental entity (exclusive of the District) or insurance  
22 provider.
- 23 c. Costs associated with a Subordinate Plan.
- 24 d. Costs resulting from a change in insurance provider (e.g. from Blue  
25 Cross to Blue Shield).

26 G. Application For Reimbursement. Class Members may annually apply for  
27 reimbursement of such excess costs only as identified in Sections III.E.4, III.E.6, III.E.7, III.F.1,  
28 III.F.2 and III.F.3 (hereinafter referred to as "Excess Costs"). No interest will be due or paid on

1 such Excess Costs. Compliance with each and all of the requirements of Sections III.G.1 through  
 2 III.G.8 is a condition to the receipt of any funds. In any event, total reimbursement for all Class  
 3 Members will in no event exceed a specified annual maximum amount, as set forth in Section  
 4 III.G.7.

5 1. Notification. All communications, notifications and filings from Class  
 6 Members to the District shall be directed to the Department of Human Resources,  
 7 Employee Benefits, Ventura County Community College District, unless otherwise  
 8 directed by the District in writing. Class Members are solely responsible for notifying the  
 9 District of any change to their mailing address. Items which a Class Member must "file"  
 10 shall be deemed filed only if personally delivered or postmarked on or before the  
 11 applicable due date, if any.

12 2. Reimbursement Form. Class Members who apply for reimbursement of  
 13 Excess Costs shall utilize the Reimbursement Form, a true and correct copy of which is  
 14 attached hereto and incorporated herein as Exhibit "C." Applications for reimbursement  
 15 which are not submitted on the Reimbursement Form will not be processed. The District  
 16 shall provide additional copies of the Reimbursement Form to Class Members upon  
 17 request.

18 3. Proof Of Payment Of Excess Costs. The Reimbursement Form must be  
 19 accompanied by proof of payment of all Excess Costs to be reimbursed. Claims not  
 20 accompanied by proof of payment will not be processed.

21 4. Reimbursement Form Filed With District. Class Members shall file their  
 22 Reimbursement Form with the District. Only one Reimbursement Form should be filed  
 23 per Health Benefit Year. Reimbursement Forms must be filed on or before September 30  
 24 for Excess Costs incurred in the immediate preceding Health Benefit Year.  
 25 Reimbursement Forms not filed on or before September 30 will not be processed. Any  
 26 potential claims for reimbursement on the part of the affected Class Member which are  
 27 not filed on or before September 30 are deemed waived.

28 5. Notification And Objection



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a. Notification To Class Members. On or before October 31 of each year, the District shall provide written notification by U.S. Mail to each Class Member who submitted a Reimbursement Form. Such written notification shall specify: (1) that the Reimbursement Form has been received and is being processed; (2) the anticipated reimbursement amount, if any; and (3) that any objections must be in writing and postmarked within 30 days of the date of mailing of such written notification.

b. Objections By Class Members. The provisions of this Paragraph III.G.5.b shall constitute the sole and exclusive means by which Class Members may object to the anticipated reimbursement amount or lack thereof. Any objections not pursued in accordance with the requirements of this Paragraph are deemed waived.

1) If No Notification Received. Class Members who contend they submitted a Reimbursement Form, but who, by November 15, have not received written notification from the District, as described in Section III.G.5.a, must advise the District immediately by filing a written objection with the District on or before November 30. Such an objection must affirm or declare that the Reimbursement Form was timely filed and must include any proof of timely filing. In the event such objection is valid, the District shall provide the Class Member with a duplicate written notification and shall extend an additional 30 days for the Class Member to file an objection to the contents of the written notification.

2) If Notification Received. Class Members who contest any aspect of the written notification from the District, as described in Section III.G.5.a, must advise the District

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immediately by filing a written objection no later than 30 days after the date of mailing of such written notification. Written objections not filed within 30 days of the date of mailing are deemed waived.

3) Compliance with the deadlines set forth in Paragraphs III.G.5.b is mandatory, and is a condition to the processing of the Class Member's objection. No additional response time shall be provided by virtue of the fact that written notifications from the District are transmitted by U.S. Mail. Any deadlines falling on Saturday, Sunday, or on any weekday in which the District office is closed for business shall be extended to the next day on which the District office is open for business.

c. Dispute Resolution. Any and all disputes pertaining to a Class Member's application for reimbursement of Excess Funds shall be resolved by the Dispute Resolution Committee.

d. Disputed Funds. In the event of a dispute pertaining to a reimbursement claim by a Class Member, the District may withhold any and all disputed funds until the dispute has been fully and finally resolved. In no event shall any interest be due or owing as a result of any such withholding.

6. Reimbursement

a. Reimbursement For 2007-2008 and 2008-2009. The Parties stipulate that no valid claims for reimbursement exist for the 2007-2008 and 2008-2009 Health Benefit Years.

b. Payment Of Claims. The District shall pay the non-disputed portion of reimbursable Excess Costs for each Health Benefit Year by the following January 31.

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7. Maximum Reimbursement Per Health Benefit Year. The maximum District cost of reimbursement for Excess Costs incurred in any Health Benefit Year shall be the amount specified in the chart attached hereto and incorporated herein as Exhibit "D" (e.g. the District shall reimburse no more than \$150,000 for Excess Costs incurred by any or all Class Members in the 2009-2010 Health Benefit Year). On or before July 1 of each Health Benefit Year, the District shall set aside a designated reserve fund in the exact amount of the District's maximum cost of reimbursement for the immediate preceding Health Benefit Year (e.g. on or before July 1, 2009, the District shall set aside a designated reserve fund in the amount of \$150,000). The designated reserve fund (and no other funds) shall be used for the sole and exclusive purpose of reimbursing Excess Costs for the immediately preceding Health Benefit Year. After all timely filed Reimbursement Forms have been processed, the District shall return any remaining funds for the District's use. No funds shall be carried over from year to year.

8. Claims In Excess Of Maximum Reimbursement Amount. In the event Class Members apply for reimbursement for any Health Benefit Year in a cumulative amount which exceeds the maximum reimbursement amount for that Health Benefit Year, the District will notify the Association accordingly. Upon such notice, the Association shall determine the priority of distribution in its sole discretion, and shall inform the District accordingly within sixty (60) days thereafter. The District will distribute funds according to the priority established by the Association. The Parties agree that the District will in no manner be liable for decisions regarding the priority of distribution. The Association and any and all Class Members who now or hereafter challenge the priority of distribution hereby agree to defend, indemnify and save harmless the District, its officers, agents and employees from and against any and all claims arising from or relating to the priority of distribution of Class Members for reimbursement of any Excess Funds.

H. Legal Fees And Costs. Each Party shall bear their own attorneys fees and costs.

I. Funds Restricted To Class Members; Exception. The funds and reimbursement

1 amounts described in this Stipulation of Settlement are restricted to Class Members (including  
2 persons subsequently granted the same rights as persons in the Settlement Class, in accordance  
3 with Section II.D). Individuals not subject to this Stipulation of Settlement shall receive no  
4 funds under this Settlement.

5 J. Survivorship. In the event of a Class Member's death, any reimbursement to that  
6 Class Member shall be paid to the designee indicated on the Reimbursement Form, or, if no  
7 designee is indicated, to the surviving spouse, if any, or if no surviving spouse exists, to the  
8 eligible Dependent. In the absence of a designee or surviving spouse or eligible Dependent, the  
9 reimbursement shall be deemed waived, and the subject funds shall be distributed in the manner  
10 which would have occurred had the deceased Class Member not filed a Reimbursement Form.

11 K. Eligibility For Benefits. This Agreement shall be interpreted as describing the  
12 medical, dental or vision benefits to be provided by the District to Class Members already  
13 entitled to receive such benefits. This Agreement shall not be interpreted so as to extend  
14 medical, dental or vision benefits to persons not otherwise entitled to receive such benefits in any  
15 Health Benefit Year.

#### 16 IV. CLAIMS ADMINISTRATION.

17 The District reserves the right to appoint a third party administrator to receive and process  
18 claims for reimbursement pursuant to this Settlement.

#### 19 V. NOTICE TO THE SETTLEMENT CLASS.

20 A Notice of Pendency of Class Action, Proposed Settlement and Hearing Date for Court  
21 Approval ("Notice of Pendency of Class Action and Proposed Settlement" or "Notice") in  
22 approximately the form attached hereto as Exhibit "E" and as approved by the Court, shall be  
23 sent by the Claims Administrator to the Class Members, by first class mail. Any returned  
24 envelopes from this mailing with forwarding addresses will be utilized by the Claims  
25 Administrator to forward the Notice to the Class Members.

26 Within five (5) calendar days of preliminary approval of the Settlement by the Court, the  
27 Parties shall provide to the Claims Administrator a database of the individuals listed in Exhibit  
28 "A," which will list for each Class Member the Class Member's name, last known address, social

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1 security number, dates of employment, and employee type at the time of their retirement from the  
2 District. The Parties agree to consult with the Claims Administrator prior to the production date  
3 to ensure that the format will be acceptable to the Claims Administrator. The Claims  
4 Administrator will run a check of the Class Members' addresses against those on file with the  
5 U.S. Postal Service's National Change of Address List; this check will be performed only once  
6 per Class Member by the Claims Administrator. Within fifteen (15) calendar days of Preliminary  
7 Approval of this Settlement by the Court, the Claims Administrator will mail the Notice to the  
8 Class Members. The Class Members will have forty-five (45) calendar days within which to file  
9 any objections to the settlement.

10 Notices returned to the Claims Administrator as non-delivered within the forty-five (45)  
11 calendar day period for the filing of claims shall be resent to the forwarding address, if any, on  
12 the returned envelope. This will be done within five (5) business days of receipt of the non-  
13 delivered mail. A returned Notice will be forwarded only once per Class Member by the Claims  
14 Administrator. If there is no forwarding address, the Claims Administrator may do a computer  
15 search for a new address using the Class Member's social security number; this search will be  
16 performed only once per Class Member by the Claims Administrator. Upon completion of these  
17 steps by the Claims Administrator, the Parties shall be deemed to have satisfied their obligation  
18 to provide the Notice of Pendency of Class Action and Settlement to the affected member of the  
19 Settlement Class. The affected member of the Settlement Class shall remain a member of the  
20 Settlement Class and shall be bound by all the terms of the Stipulation of Settlement and the  
21 Court's Order and Final Judgment.

22 The Claims Administrator will not send reminder notices of any nature to Class  
23 Members.

24 No objections to the settlement shall be considered unless filed with the Court with  
25 copies served on all parties within the forty-five (45) day objections period.

26 Upon approval by Defendant's Counsel, Class Counsel shall provide to the Court, at least  
27 five (5) days prior to the final fairness hearing, a declaration by the Claims Administrator of due  
28 diligence and proof of mailing with regard to the mailing of the Notice of Pendency of Class

1 Action and Proposed Settlement.

2 VI. RELEASE AND WAIVER OF CLAIMS.

3 It is the desire of the Parties to fully, finally, and forever settle, compromise, and  
4 discharge the disputes and claims arising from or related to the Lawsuit. Upon entry of the final  
5 order and judgment certifying the Class, and except as to such rights or claims as may be created  
6 by this Stipulation of Settlement, the Class Representatives and each and every member of the  
7 Settlement Class fully, finally, and forever release, relinquish, and discharge each and all of the  
8 Defendants, and any individual or entity which could be jointly liable with Defendants, and their  
9 respective counsel, from any and all claims (including unknown claims), debts, liabilities,  
10 demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of  
11 action arising out of or relating to the Lawsuit ("Released Claims").

12 The Class Representatives and each and every member of the Settlement Class expressly  
13 waive and relinquish all rights and benefits of Section 1542 of the Civil Code of the State of  
14 California, and do so understanding and acknowledging the significance and consequence of  
15 specifically waiving Section 1542. Section 1542 of the Civil Code of the State of California  
16 states as follows:

17 *A general release does not extend to claims which the creditor*  
18 *does not know or suspect to exist in his or her favor at the time of*  
19 *executing the release, which if known by him or her must have*  
20 *materially affected his or her settlement with the debtor.*

21 Thus, notwithstanding the provisions of Section 1542, and to implement a full and  
22 complete release and discharge, the Class Representatives and each and every member of the  
23 Settlement Class expressly acknowledge this Settlement is intended to include in its effect,  
24 without limitation, all claims they do not know or suspect to exist in their favor against  
25 Defendants at the time of signing this Settlement, and that this Settlement contemplates the  
26 extinguishment of any such claim or claims.

27 The Class Representatives and each and every member of the Settlement Class  
28 acknowledge that they may later discover facts different from or in addition to those they now  
know or believe to be true regarding the matters released or described in this Settlement, and

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1 even so, agree the releases and agreements contained in this Settlement shall remain effective in  
2 all respects notwithstanding any later discovery of any different or additional facts. The Class  
3 Representatives and each and every member of the Settlement Class assume any and all risk of  
4 any mistake in connection with the true facts involved in the matters, disputes, or controversies  
5 described in this Settlement or with regard to any facts now unknown to the Class  
6 Representatives and each and every member of the Settlement Class relating to those matters.

7 **VII. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL.**

8 The Parties shall promptly submit this Stipulation of Settlement to the Ventura County  
9 Superior Court in support of Motion for Preliminary Approval and determination by the Court as  
10 to its fairness, adequacy, and reasonableness. Promptly upon execution of this Stipulation of  
11 Settlement, the parties shall apply to the Court for the entry of an order substantially in the  
12 following form (and as attached hereto as Exhibit "F"):

- 13 1. Scheduling a fairness hearing on the question of whether the proposed settlement  
14 should be finally approved as fair, reasonable and adequate as to the members of the Settlement  
15 Class;
- 16 2. Certifying a Settlement Class;
- 17 3. Approving as to form and content the proposed Notice of Pendency of Class  
18 Action and Proposed Settlement;
- 19 4. Approving as to form and content the proposed Claim Form;
- 20 5. Directing the mailing of the Notice of Pendency of Class Action and Proposed  
21 Settlement by first class mail to the Class Members;
- 22 6. Preliminarily approving the settlement subject only to the timely objections of  
23 Class Members and final review by the Court; and
- 24 7. Enjoining Plaintiffs and all Class Members from filing or prosecuting any claims,  
25 suits or administrative proceedings regarding claims released by the Settlement.

26 **VIII. DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL.**

27 Concurrently with the filing of the motion for final approval by the Court of the  
28 Settlement provided for in this Stipulation of Settlement, Class Counsel will submit a proposed

1 final order and judgment of dismissal:

2 1. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and  
3 adequate, and directing consummation of its terms and provisions; and

4 2. Dismissing this action on the merits and with prejudice and permanently barring  
5 and enjoining all Class Members from prosecuting against Defendants, and any individual or  
6 entity which could be jointly liable with Defendant, any individual, class or collective claims  
7 released, upon satisfaction of all obligations hereunder.

8 **IX. PARTIES' AUTHORITY.**

9 The signatories hereto hereby represent that they are fully authorized to enter into this  
10 Stipulation of Settlement and bind the parties hereto to the terms and conditions thereof.

11 **X. MUTUAL FULL COOPERATION.**

12 The parties agree to fully cooperate with each other to accomplish the terms of this  
13 Stipulation of Settlement, including but not limited to, execution of such documents and taking  
14 such other action as reasonably may be necessary to implement the terms of this Stipulation of  
15 Settlement. The parties to this Stipulation of Settlement shall use their best efforts, including all  
16 efforts contemplated by this Stipulation of Settlement and any other efforts that may become  
17 necessary by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the  
18 terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement,  
19 Class Counsel shall, with the assistance and cooperation of Defendants and its counsel, take all  
20 necessary steps to secure the Court's final approval of this Stipulation of Settlement.

21 **XI. NO PRIOR ASSIGNMENTS.**

22 The parties and their counsel represent, covenant, and warrant that they have not directly  
23 or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to  
24 any person or entity any portion of any liability, claim, demand, action, cause of action or rights  
25 herein released and discharged except as set forth herein.

26 **XII. NO ADMISSION.**

27 Nothing contained herein, nor the consummation of this Stipulation of Settlement, is to  
28 be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the



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1 part of Defendants. Each of the parties hereto has entered into this Stipulation of Settlement  
2 solely with the intention to avoid further disputes and litigation with the attendant inconvenience  
3 and expenses.

4 **XIII. ENFORCEMENT ACTIONS.**

5 In the event that one or more of the parties to this Stipulation of Settlement institutes any  
6 legal action or other proceeding against any other party or parties to enforce the provisions of this  
7 Stipulation of Settlement or to declare rights and/or obligations under this Stipulation of  
8 Settlement, the successful party or parties shall be entitled to recover from the unsuccessful party  
9 or parties reasonable attorneys' fees and costs, including expert witness fees incurred in  
10 connection with any enforcement actions.

11 **XIV. NOTICES.**

12 Unless otherwise specifically provided herein, all notices, demands or other  
13 communications given hereunder shall be in writing and shall be deemed to have been duly given  
14 as of the third business day after mailing by United States registered or certified mail, return  
15 receipt requested, addressed as follows:

16 To Plaintiff and the Settlement Class:

17 BENNETT & SHARPE, INC.  
18 Thomas Sharpe, Esq.  
19 2444 Main Street, Suite 110  
20 Fresno, California 93721  
21 Telephone: (559) 485-0120

22 To Defendants and Defendants' Counsel:

23 ATKINSON, ANDELSON, LOYA, RUUD & ROMO  
24 Joshua E. Morrison, Esq.  
25 17871 Park Plaza Drive  
26 Cerritos, California 90703  
27 Telephone: (562) 653-3200  
28 Facsimile: (562) 653-3333

29 **XV. CONSTRUCTION.**

30 The parties hereto agree that the terms and conditions of this Stipulation of Settlement are  
31 the result of lengthy, intensive arms-length negotiations between the parties, and this Stipulation  
32 of Settlement shall not be construed in favor of or against any party by reason of the extent to

1 which any party or his, her or its counsel participated in the drafting of this Stipulation of  
 2 Settlement.

3 **XVI. CAPTIONS AND INTERPRETATIONS.**

4 Paragraph titles or captions contained herein are inserted as a matter of convenience and  
 5 for reference, and in no way define, limit, extend, or describe the scope of this Stipulation of  
 6 Settlement or any provision hereof. Each term of this Stipulation of Settlement is contractual and  
 7 not merely a recital.

8 **XVII. MODIFICATION.**

9 This Stipulation of Settlement may not be changed, altered, or modified, except in writing  
 10 and signed by the parties hereto, and approved by the Court. This Stipulation of Settlement may  
 11 not be discharged except by performance in accordance with its terms or by a writing signed by  
 12 the parties hereto.

13 **XVIII. INTEGRATION CLAUSE.**

14 This Stipulation of Settlement contains the entire agreement between the parties relating  
 15 to the settlement and transaction contemplated hereby, and all prior or contemporaneous  
 16 agreements, understandings, representations, and statements, whether oral or written and whether  
 17 by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived  
 18 except in writing.

19 **XIX. BINDING ON ASSIGNS.**

20 This Stipulation of Settlement shall be binding upon and inure to the benefit of the parties  
 21 hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

22 **XX. CLASS COUNSEL SIGNATORIES.**

23 It is agreed that because the members of the Class are so numerous, it is impossible or  
 24 impractical to have each member of the Class execute this Stipulation of Settlement. The Notice  
 25 of Pendency of Class Action and Proposed Settlement, Exhibit "E" hereto, will advise all Class  
 26 Members of the binding nature of the release, and the release shall have the same force and effect  
 27 as if this Stipulation of Settlement were executed by each member of the Class.

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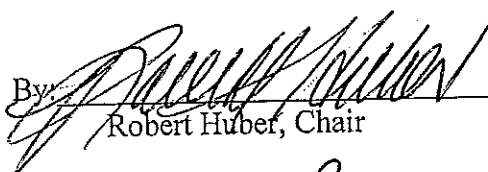
1 **XXI. COUNTERPARTS.**

2 This Stipulation of Settlement may be executed in counterparts, and when each party has  
3 signed and delivered at least one such counterpart, each counterpart shall be deemed an original,  
4 and, when taken together with other signed counterparts, shall constitute one Stipulation of  
5 Settlement, which shall be binding upon and effective as to all parties.

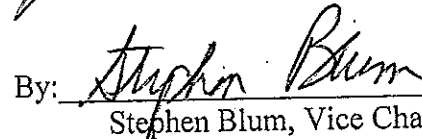
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7 **APPROVED AND ACCEPTED:**

8 VENTURA COUNTY COMMUNITY COLLEGE  
9 DISTRICT; BOARD OF TRUSTEES OF VENTURA  
10 COUNTY COMMUNITY COLLEGE DISTRICT

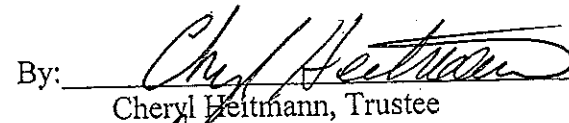
11 Dated: SEPTEMBER 3, 2009

11 By:   
12 Robert Huber, Chair

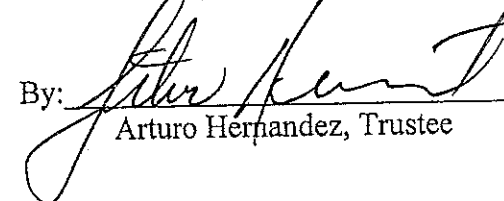
13 Dated: April 14, 2009

13 By:   
14 Stephen Blum, Vice Chair

15 Dated: 4/14, 2009

15 By:   
16 Cheryl Heitmann, Trustee

17 Dated: 4/14, 2009

17 By:   
18 Arturo Hernandez, Trustee

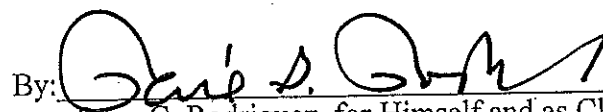
19 PLAINTIFF

20 Dated: 9/21, 2009

20 By:   
21 Harry R. Culotta  
22 Ventura County Community College Retirees  
23 Association

24 PLAINTIFF

25 Dated: 9/21, 2009

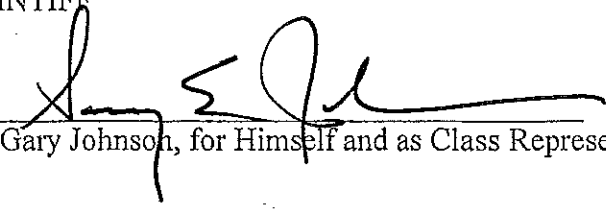
25 By:   
26 Rene G. Rodriguez, for Himself and as Class  
27 Representative

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A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
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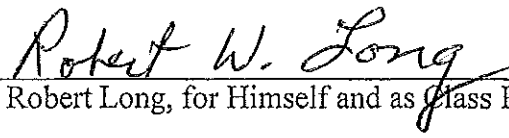
PLAINTIFF

Dated: 9/21, 2009

By:   
Gary Johnson, for Himself and as Class Representative

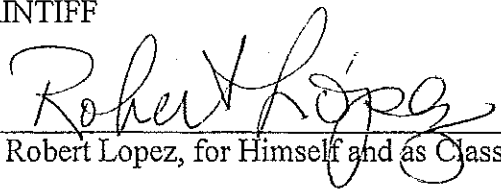
PLAINTIFF

Dated: 9/21, 2009

By:   
Robert Long, for Himself and as Class Representative


PLAINTIFF

Dated: 9/21, 2009

By:   
Robert Lopez, for Himself and as Class Representative

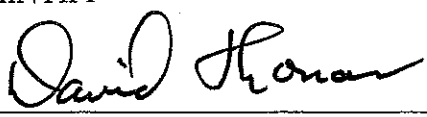
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Dated: 9/21, 2009

By:   
Barbara Hoffman, for Herself and as Class Representative

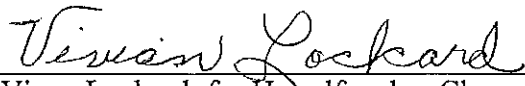
PLAINTIFF

Dated: 9/21, 2009

By:   
David Thomas, for Himself and as Class Representative


PLAINTIFF

Dated: 9/21, 2009

By:   
Vivan Lockard, for Herself and as Class Representative

PLAINTIFF

Dated: 9-21, 2009

By:   
Eursell Jett, for Himself and as Class Representative

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PLAINTIFF

Dated: 9/21, 2009

By: Charlene Blalock-Carlson  
Charlene Blalock-Carlson, for Herself and as  
Class Representative

PLAINTIFF

Dated: 9/21, 2009

By: Donald Medley  
Donald Medley, for Himself and as Class  
Representative

PLAINTIFF

Dated: 9/22, 2009

By: Harry Korn  
Harry Korn, for Himself and as Class Representative

APPROVED AS TO FORM AND CONTENT:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: 9/10, 2009

By: Joshua Morrison  
Joshua Morrison, Esq.  
Attorneys for Defendants, Ventura County Community  
College District and Board of Trustees

BENNETT & SHARPE, INC.

Dated: 9/21, 2009

By: Thomas Sharpe  
Thomas Sharpe, Esq.  
Attorney for Plaintiffs and the Plaintiff Class

# **EXHIBIT A**

**EXHIBIT A**  
**List of Class Members (see Paragraphs II.A thru II.C)**

**I. Faculty Class Members (see Paragraph II.A)**

	<b>Classification</b>	<b>Last Name</b>	<b>First Name</b>	<b>Retirement Date</b>
1.	Retired Academic	Acker	Paul	5/19/95
2.	Retired Academic	Aiello	Paul	5/18/05
3.	Retired Academic	Aiken	Kirk	5/14/03
4.	Retired Academic	Alexander	Judy	2/1/01
5.	Retired Academic	Anderson	Donald	5/20/94
6.	Retired Academic	Andriese	Janet	1/2/01
7.	Retired Academic	Anson	Herbert	6/12/81
8.	Retired Academic	Arita	George	5/14/03
9.	Retired Academic	Arnold	Charlene	5/16/07
10.	Retired Academic	Barsch	Jeffrey	5/19/04
11.	Retired Academic	Beahan	Rita	5/17/99
12.	Retired Academic	Beron	Alberto	5/23/03
13.	Retired Academic	Bertolino	Thomas	5/16/01
14.	Retired Academic	Bishop	David	5/16/97
15.	Retired Academic	Black	Richard	5/1/91
16.	Retired Academic	Bodle Farris	Yvonne	5/15/03
17.	Retired Academic	Bowen	Donald	6/14/91
18.	Retired Academic	Bowers	Orlene	5/16/97
19.	Retired Academic	Breslin	David	5/18/05
20.	Retired Academic	Brinkman	Gary	5/15/02
21.	Retired Academic	Broadbooks	Jane	5/16/97
22.	Retired Academic	Brockett	Donald	7/31/02
23.	Retired Academic	Buckner	Kenneth	5/22/92
24.	Retired Academic	Burke	Tanya	6/30/03
25.	Retired Academic	Byrne	Denise	6/30/01
26.	Retired Academic	Camarillo	Jesus	5/15/03
27.	Retired Academic	Castren	James	5/21/93
28.	Retired Academic	Collier	Shay	5/15/02
29.	Retired Academic	Collins	Bruce	5/20/94
30.	Retired Academic	Conn	Edith	5/14/03
31.	Retired Academic	Cook	Donald	6/16/89
32.	Retired Academic	Cooper	Carlisle	6/10/88
33.	Retired Academic	Corbell	Marjorie	5/21/93
34.	Retired Academic	Cravens	Linda	5/31/07
35.	Retired Academic	Culmback	Barrett	5/16/97
36.	Retired Academic	Curtis	Gerald	6/8/84
37.	Retired Academic	Dahl	Charles	5/22/92
38.	Retired Academic	Davie	John	12/31/01
39.	Retired Academic	De La Pena	Jose	5/16/97
40.	Retired Academic	Dell	John	4/15/03
41.	Retired Academic	Deutsch	Dolores	1/9/01
42.	Retired Academic	Dillon	Bona	5/15/02
43.	Retired Academic	Dillon	Joanna	5/19/95

**EXHIBIT A**  
**List of Class members (see Paragraphs II.A thru II.C)**

**I. Faculty Class Members (see Paragraph II.A) - Continued**

	<b>Classification</b>	<b>Last Name</b>	<b>First Name</b>	<b>Retirement Date</b>
44.	Retired Academic	Dodgen	William	5/20/94
45.	Retired Academic	Dunlap	Gerald	5/16/03
46.	Retired Academic	Edwards	Margaret	6/6/86
47.	Retired Academic	Edwards	Richard	6/10/88
48.	Retired Academic	Eilers	Daisy (Pauline)	6/14/91
49.	Retired Academic	Ekback	Hugo	12/15/05
50.	Retired Academic	Emma	Thomas	5/22/92
51.	Retired Academic	Emrick	John	6/6/86
52.	Retired Academic	Evans	Joyce	5/16/03
53.	Retired Academic	Evans	Brook	5/22/92
54.	Retired Academic	Everton	Thomas	5/15/03
55.	Retired Academic	Falxa	Larry	6/30/03
56.	Retired Academic	Farrell	Judith	5/17/06
57.	Retired Academic	Farrell	Jack	5/19/95
58.	Retired Academic	Fecht	Gerald	5/14/03
59.	Retired Academic	Fickerson	Bert	5/17/00
60.	Retired Academic	Fink	Paul	5/22/92
61.	Retired Academic	Flocco Jr	Vincent	5/17/06
62.	Retired Academic	Ford	Bernie	5/17/99
63.	Retired Academic	Fox	William	5/14/03
64.	Retired Academic	Frenette	Joyce	5/18/05
65.	Retired Academic	Frisby	Norma	12/18/02
66.	Retired Academic	Fuentes	Victor	5/18/05
67.	Retired Academic	Gammon	Joyce	3/15/89
68.	Retired Academic	Gannatal	Paul	6/15/79
69.	Retired Academic	Garcia	Priscilla	7/18/02
70.	Retired Academic	Garza	Marta	5/14/03
71.	Retired Academic	Gilmond	Leo	5/22/92
72.	Retired Academic	Ginet	Carole	5/31/02
73.	Retired Academic	Gonzales	Jesus	5/14/03
74.	Retired Academic	Gonzalez	Joseph	12/15/04
75.	Retired Academic	Gucciardo	Peter	12/14/05
76.	Retired Academic	Haberman	Leroy	6/6/86
77.	Retired Academic	Hall	Elton	3/1/02
78.	Retired Academic	Hanft	John	5/16/97
79.	Retired Academic	Harris	Verle	5/19/95
80.	Retired Academic	Henderson	Donald	7/2/07
81.	Retired Academic	Herman	Robert	5/18/05
82.	Retired Academic	Higby	Lola	5/19/95
83.	Retired Academic	Hoffman	Barbara	12/18/02
84.	Retired Academic	Holt	Cheryl	6/10/99
85.	Retired Academic	Howe	Carol	5/14/99



**EXHIBIT A**  
**List of Class members (see Paragraphs II.A thru II.C)**

**I. Faculty Class Members (see Paragraph II.A) - Continued**

	<b>Classification</b>	<b>Last Name</b>	<b>First Name</b>	<b>Retirement Date</b>
86.	Retired Academic	Hughes	Frances	5/22/92
87.	Retired Academic	Hurley	John	6/10/83
88.	Retired Academic	Husted	Morris	5/20/94
89.	Retired Academic	Ishikawa	Chadwick	6/14/01
90.	Retired Academic	James	Richard	5/30/03
91.	Retired Academic	Jarvaise	James	5/15/99
92.	Retired Academic	John	Randy	5/14/03
93.	Retired Academic	Jones	Glyndwr	1/1/01
94.	Retired Academic	Jump	Ellis	5/14/03
95.	Retired Academic	Kajihara	Hitoshi	5/14/99
96.	Retired Academic	Kay	David	5/16/07
97.	Retired Academic	Kazmark-Bruskotter	Mary	5/17/06
98.	Retired Academic	Keaster	Shirley	5/19/95
99.	Retired Academic	Keever	John	5/17/06
100.	Retired Academic	Kinghorn	Sandra	12/20/06
101.	Retired Academic	Koch	Gerd	5/19/95
102.	Retired Academic	Korn	Harry	12/20/06
103.	Retired Academic	Kurtik	Richard	5/31/04
104.	Retired Academic	Larsen	Gaylord	6/14/91
105.	Retired Academic	Level	Howard	1/28/88
106.	Retired Academic	Lewis	Gary	5/14/03
107.	Retired Academic	Long	Knox	5/22/92
108.	Retired Academic	Lopez	Diana	5/18/05
109.	Retired Academic	Lopez	Robert	5/14/03
110.	Retired Academic	Lynch	Edward	6/30/04
111.	Retired Academic	Mallory	Norman	7/16/00
112.	Retired Academic	Manson	Lawrence	5/18/05
113.	Retired Academic	Marquez	Gregory	5/18/05
114.	Retired Academic	Marziani	Alexander	5/16/97
115.	Retired Academic	Mason	Martin	5/17/99
116.	Retired Academic	Matley	Benvenuto	5/14/99
117.	Retired Academic	Matsuda	Stella	5/16/97
118.	Retired Academic	Mc Connell	John	6/11/76
119.	Retired Academic	Mc Neely	George	8/23/73
120.	Retired Academic	McAdam	Thomas	5/21/03
121.	Retired Academic	McCullough	MoDean	12/31/02
122.	Retired Academic	McDannold	Thomas	5/16/97
123.	Retired Academic	McEnroe	William	6/11/82
124.	Retired Academic	McPherson	Ruth	6/5/87
125.	Retired Academic	Mehr	Sheldon	6/30/03
126.	Retired Academic	Mendoza	Gilbert	5/14/03
127.	Retired Academic	Meyer	Harold	5/15/02

**EXHIBIT A**  
**List of Class members (see Paragraphs II.A thru II.C)**

**I. Faculty Class Members (see Paragraph II.A) - Continued**

	<b>Classification</b>	<b>Last Name</b>	<b>First Name</b>	<b>Retirement Date</b>
128.	Retired Academic	Michaelson	Patricia	6/14/91
129.	Retired Academic	Miller	Larry	5/15/03
130.	Retired Academic	Molnar	Charles	8/6/03
131.	Retired Academic	Monteiro	Sergio	5/19/04
132.	Retired Academic	Moore	Linda	5/17/06
133.	Retired Academic	Morgan	Gary	5/19/04
134.	Retired Academic	Mulligan	Helene	5/19/95
135.	Retired Academic	Murphy	David	5/15/03
136.	Retired Academic	Naseri	Muthena	5/17/06
137.	Retired Academic	Noyes	Jack	5/17/97
138.	Retired Academic	Ohara	Maricarmen	5/14/03
139.	Retired Academic	O'Neill	Margaret	6/14/91
140.	Retired Academic	Paillette	Donald	5/21/93
141.	Retired Academic	Parkel	Joyce	5/17/06
142.	Retired Academic	Passno	Phillip	5/30/03
143.	Retired Academic	Patterson	James	5/17/00
144.	Retired Academic	Pearson	Beverly	5/22/92
145.	Retired Academic	Phelps	Richard	5/19/95
146.	Retired Academic	Pollock	Steven	5/30/03
147.	Retired Academic	Popiel	Jon	5/22/03
148.	Retired Academic	Quint	Richard	5/17/06
149.	Retired Academic	Raguse	Patricia	5/20/94
150.	Retired Academic	Ramelli	William	5/21/93
151.	Retired Academic	Ramirez	Gilbert	7/31/99
152.	Retired Academic	Rapose	Joel	5/14/03
153.	Retired Academic	Raptis	Anthony	12/31/04
154.	Retired Academic	Redding	Margaret	5/16/97
155.	Retired Academic	Reynolds	Jack	6/1/03
156.	Retired Academic	Rigby	Lavar	5/16/97
157.	Retired Academic	Rios	Daniel	6/5/87
158.	Retired Academic	Robinson	Leroy	5/14/03
159.	Retired Academic	Robinson	William	5/16/01
160.	Retired Academic	Rodrigues	Donald	5/14/03
161.	Retired Academic	Roe	Thomas	5/15/03
162.	Retired Academic	Rolff	Karla	5/15/03
163.	Retired Academic	Rollins	William	5/22/92
164.	Retired Academic	Rosemond	Harry	5/20/94
165.	Retired Academic	Ryan	Colleen	5/17/06
166.	Retired Academic	Sahota	Doris	5/31/00
167.	Retired Academic	Sanchez	Salvatore	12/22/86
168.	Retired Academic	Scheele	Paul	5/19/95
169.	Retired Academic	Schiller	Howard	5/1/90

**EXHIBIT A**  
**List of Class members (see Paragraphs II.A thru II.C)**

**I. Faculty Class Members (see Paragraph II.A) - Continued**

	<b>Classification</b>	<b>Last Name</b>	<b>First Name</b>	<b>Retirement Date</b>
170.	Retired Academic	Schultz	Deanna	5/16/97
171.	Retired Academic	Scott	Delmore	6/10/88
172.	Retired Academic	Sheridan	Pamela	5/18/05
173.	Retired Academic	Shindo	Kokki	5/16/97
174.	Retired Academic	Sifuentes	Octavio	5/15/03
175.	Retired Academic	Slaton	Alice	5/18/05
176.	Retired Academic	Smith	Don	5/14/99
177.	Retired Academic	Smith	Mitchell	5/16/97
178.	Retired Academic	Smith	Le Roy	6/14/91
179.	Retired Academic	Stallings	Richard	5/22/92
180.	Retired Academic	Stemen	James	8/30/06
181.	Retired Academic	Stephens	Robert	5/18/05
182.	Retired Academic	Stewart	Sexton	5/18/05
183.	Retired Academic	Straughan	Jerry	5/19/95
184.	Retired Academic	Strong	Richard	5/14/99
185.	Retired Academic	Strumpf	Michael	6/14/01
186.	Retired Academic	Tauk	William	6/14/91
187.	Retired Academic	Tennen	Edward	10/31/05
188.	Retired Academic	Terry	Colin	4/30/99
189.	Retired Academic	Thieman	William	6/30/05
190.	Retired Academic	Thomas	Eliza	5/14/99
191.	Retired Academic	Thomsen	John	5/22/92
192.	Retired Academic	Toth	Myra	12/31/06
193.	Retired Academic	Tregurtha	Rita	5/16/97
194.	Retired Academic	Trevino	Manuel	6/13/97
195.	Retired Academic	True	Betty	2/6/02
196.	Retired Academic	Tucker	Shirley	1/29/81
197.	Retired Academic	Tufts	Robert	2/1/90
198.	Retired Academic	Turse	Emanuel	6/30/03
199.	Retired Academic	Vedvik	Norma	5/20/94
200.	Retired Academic	Ventura	Donato	6/30/03
201.	Retired Academic	Villeneuve	Donald	5/22/92
202.	Retired Academic	Volz	Diane	5/22/92
203.	Retired Academic	Wall	Sinclair	5/15/98
204.	Retired Academic	Walters	John	5/17/06
205.	Retired Academic	Washington	Ola	5/20/03
206.	Retired Academic	Webster	Susan	7/1/02
207.	Retired Academic	Whalen	James	5/17/99
208.	Retired Academic	White	Gerald	5/16/07
209.	Retired Academic	Wieder	Leslie	5/18/05
210.	Retired Academic	Wolfe	Glen	5/30/03
211.	Retired Academic	Wolff	Louis	5/16/97

**EXHIBIT A**  
**List of Class members (see Paragraphs II.A thru II.C)**

**I. Faculty Class Members (see Paragraph II.A) - Continued**

	<b>Classification</b>	<b>Last Name</b>	<b>First Name</b>	<b>Retirement Date</b>
212.	Retired Academic	Woodward	Carol	5/18/05
213.	Retired Academic	Wright	Clydie	5/19/95
214.	Retired Academic	Yoshimoto	Hiroko	5/18/05
215.	Retired Academic	Young	Kathleen	5/16/03
216.	Retired Academic	Young	Ellen	2/5/01
217.	Retired Academic	Zaboski	Ron	5/22/92
218.	Retired Academic	Ziegler	Harvey	5/22/92
219.	Retired Academic	Zitnik	Louise	1/1/07

**EXHIBIT A**  
**List of Class members (see Paragraphs II.A thru II.C)**

**II. Classified Class Members (see Paragraph II.B)**

	<b>Classification</b>	<b>Last Name</b>	<b>First Name</b>	<b>Retirement Date</b>
220.	Retired Classified	Abbath	Monte	8/27/97
221.	Retired Classified	Adkison	Karen	6/30/03
222.	Retired Classified	Albiston	Betty	3/31/04
223.	Retired Classified	Alcocer	Steven	6/30/03
224.	Retired Classified	Astorian	Virginia	6/23/98
225.	Retired Classified	Bachofer	Ruth	3/31/93
226.	Retired Classified	Baker	Mary	4/29/05
227.	Retired Classified	Barnett	Evis	4/30/89
228.	Retired Classified	Baskin	Shirley	4/28/00
229.	Retired Classified	Beers	Mary	5/14/01
230.	Retired Classified	Bennett	Edith	9/30/83
231.	Retired Classified	Blain	Patricia	3/1/05
232.	Retired Classified	Blain	McCallian	9/3/01
233.	Retired Classified	Boles	Margaret	5/31/84
234.	Retired Classified	Booth	Rosemarie	3/8/95
235.	Retired Classified	Borunda	Ignacio	7/25/90
236.	Retired Classified	Bourland	Joan	6/29/93
237.	Retired Classified	Burger	Louis	7/5/01
238.	Retired Classified	Burkert	Carl	8/1/77
239.	Retired Classified	Butler	Stella	7/31/89
240.	Retired Classified	Calderon	Linda	6/30/03
241.	Retired Classified	Caldwell	Eloyce	6/29/83
242.	Retired Classified	Camarillo	Dolores	5/15/90
243.	Retired Classified	Campbell	Laura	4/8/03
244.	Retired Classified	Carls	Rita	6/29/00
245.	Retired Classified	Carrigan	Francis	12/31/91
246.	Retired Classified	Castillo	Armando	6/30/04
247.	Retired Classified	Castro	Edmund	8/27/97
248.	Retired Classified	Casuga	Dolores	8/28/97
249.	Retired Classified	Casunuran	Crispin	6/30/03
250.	Retired Classified	Chandler	Jeri	8/31/04
251.	Retired Classified	Coffey	Betty	9/30/90
252.	Retired Classified	Cole	Pandita	8/9/91
253.	Retired Classified	Colt	Nadine	12/30/88
254.	Retired Classified	Crosby	Roberta	9/30/87
255.	Retired Classified	Cruz	Mary	12/7/00
256.	Retired Classified	Cummings	Willadean	7/15/01
257.	Retired Classified	Curtin	Loretta	2/28/01
258.	Retired Classified	Dachtler	Agnes	12/5/88
259.	Retired Classified	D'Agay	Marie	10/31/85
260.	Retired Classified	Daniel	Donna	9/5/95
261.	Retired Classified	Dean	Anita	8/14/98

**EXHIBIT A**  
**List of Class members (see Paragraphs II.A thru II.C)**

**II. Classified Class Members (see Paragraph II.B) - Continued**

	<b>Classification</b>	<b>Last Name</b>	<b>First Name</b>	<b>Retirement Date</b>
262.	Retired Classified	DeGuzman	Jose	5/14/03
263.	Retired Classified	Delgado	Henry	10/30/96
264.	Retired Classified	Dibble	Marcia	6/29/05
265.	Retired Classified	Dodd George	Virginia	12/31/89
266.	Retired Classified	Doria	Carole	1/1/01
267.	Retired Classified	Drusen	Connie	10/29/04
268.	Retired Classified	Edgar	Lucille	9/2/96
269.	Retired Classified	Elliott	Juanita	6/29/93
270.	Retired Classified	Estrada	Silvano	6/30/03
271.	Retired Classified	Farley	Marijeanne	12/30/88
272.	Retired Classified	Fasken-Johnson	Joan	6/30/90
273.	Retired Classified	Feltman	Nancy	6/30/03
274.	Retired Classified	Ferrante	Betty	3/29/91
275.	Retired Classified	Finegold	Lania	5/3/96
276.	Retired Classified	Fintel	Linda	6/29/05
277.	Retired Classified	Flores	Eva	1/24/00
278.	Retired Classified	Fly	Stella	6/15/79
279.	Retired Classified	Flynn	Diane	8/21/93
280.	Retired Classified	Gaeta	Peter	6/30/03
281.	Retired Classified	Giles	Mary	8/31/92
282.	Retired Classified	Gomberg	Rheda	1/11/96
283.	Retired Classified	Gomez	Jesus	6/30/03
284.	Retired Classified	Gorell	Winifred	6/15/90
285.	Retired Classified	Graham	June	12/30/01
286.	Retired Classified	Grahek	Donna	7/31/92
287.	Retired Classified	Greene	Joan	6/14/91
288.	Retired Classified	Grotz	Anita	1/31/95
289.	Retired Classified	Hale	Sally	2/28/01
290.	Retired Classified	Hall	Barbara	6/30/03
291.	Retired Classified	Harbert	Merri Ann	1/31/02
292.	Retired Classified	Hardoin	Mary	6/30/92
293.	Retired Classified	Heard	Judith	9/28/01
294.	Retired Classified	Hermele	Sally	7/31/02
295.	Retired Classified	Hill	Betty	2/28/03
296.	Retired Classified	Hill	Audrey	5/30/93
297.	Retired Classified	Holbrook	Alverta	12/19/01
298.	Retired Classified	Hudson	Eleanor	5/30/97
299.	Retired Classified	Jacobson	Deborah	8/31/00
300.	Retired Classified	James	Evelyn	8/31/76
301.	Retired Classified	Johnson	Patricia	6/30/03
302.	Retired Classified	Karr	Hilda	7/30/99
303.	Retired Classified	Kauffman	Marilyn	12/30/02

**EXHIBIT A**  
**List of Class members (see Paragraphs II.A thru II.C)**

**II. Classified Class Members (see Paragraph II.B) - Continued**

	<b>Classification</b>	<b>Last Name</b>	<b>First Name</b>	<b>Retirement Date</b>
304.	Retired Classified	Keen	Diane	2/28/04
305.	Retired Classified	Kitabayashi	Florence	4/28/95
306.	Retired Classified	Knipping	Lynn	8/27/97
307.	Retired Classified	Lara	Raymond	7/31/86
308.	Retired Classified	Lara	Teresa	12/29/06
309.	Retired Classified	Larmon	Helen	12/30/99
310.	Retired Classified	Lawler	Virginia	12/30/97
311.	Retired Classified	Leyba	Karin	8/19/05
312.	Retired Classified	Llanes-Munoz	Carmen	6/30/03
313.	Retired Classified	Lockard	Vivian	9/1/02
314.	Retired Classified	Lorenzana	Anita	12/29/89
315.	Retired Classified	Lyon	Mary	4/30/03
316.	Retired Classified	Mangham	Mary	6/28/04
317.	Retired Classified	Mariscal	Antonio	1/31/05
318.	Retired Classified	Marsh	Lucie	1/30/85
319.	Retired Classified	Martinez	George	6/30/03
320.	Retired Classified	Mc Carthy	Lenora	12/27/91
321.	Retired Classified	Mc Conathy	Maxine	1/15/88
322.	Retired Classified	McCaffrey	Juñe	6/30/98
323.	Retired Classified	McHarg	Susan	4/1/04
324.	Retired Classified	Metcalf	Gail	6/30/99
325.	Retired Classified	Miller	Mariel	6/22/97
326.	Retired Classified	Miller	Nancy	8/20/93
327.	Retired Classified	Mills	Dorothy	12/30/89
328.	Retired Classified	Molina	Bennie	7/31/86
329.	Retired Classified	Morton	Johnna	5/31/06
330.	Retired Classified	Nelson	Moretta	1/3/00
331.	Retired Classified	Nevarez	Henry	12/30/89
332.	Retired Classified	Newlee	Betty	9/29/00
333.	Retired Classified	Nicholas	Clemmie	6/29/93
334.	Retired Classified	Olsen	Gerald	8/21/93
335.	Retired Classified	Olson	Yvonne	4/30/99
336.	Retired Classified	Pardee	James	1/4/94
337.	Retired Classified	Perkins	Kilby	5/31/79
338.	Retired Classified	Perry	Joanne	4/30/89
339.	Retired Classified	Pillado	Hermino	5/31/84
340.	Retired Classified	Pinkerton	Fern	6/29/93
341.	Retired Classified	Pomeroy	Marilyn	6/29/93
342.	Retired Classified	Ramey	Eleanor	6/30/93
343.	Retired Classified	Rees	Carolyn	9/2/05
344.	Retired Classified	Rhodes	Della	6/30/07
345.	Retired Classified	Richardson	Clarence	6/30/03

**EXHIBIT A**  
**List of Class members (see Paragraphs II.A thru II.C)**

**II. Classified Class Members (see Paragraph II.B) - Continued**

	<b>Classification</b>	<b>Last Name</b>	<b>First Name</b>	<b>Retirement Date</b>
346.	Retired Classified	Richardson	Roland	2/28/86
347.	Retired Classified	Rieder	Conrad	7/31/07
348.	Retired Classified	Riggins	Loretta	5/29/81
349.	Retired Classified	Rosas	Alicia	12/29/06
350.	Retired Classified	Rosmaier	Grace	1/31/87
351.	Retired Classified	Rudd	Lola	3/10/87
352.	Retired Classified	Rutledge	Virginia	6/28/91
353.	Retired Classified	Sangster	Pamula	10/30/98
354.	Retired Classified	Santillanes	Linda	6/30/05
355.	Retired Classified	Settem	Lena	5/31/03
356.	Retired Classified	Shackelford	Joan	8/10/95
357.	Retired Classified	Simon	George	2/28/86
358.	Retired Classified	Sinkovich	Gini	5/31/91
359.	Retired Classified	Sommerhauser	Virginia	6/29/96
360.	Retired Classified	Sorensen	Jorita	6/30/03
361.	Retired Classified	Souza	Rosalie	12/30/00
362.	Retired Classified	Spencer	Jean	2/28/91
363.	Retired Classified	Stephens	Diane	7/31/06
364.	Retired Classified	Stewart	Irma	6/30/03
365.	Retired Classified	Stone	Edith	6/23/83
366.	Retired Classified	Sundstrom	Mary	2/28/85
367.	Retired Classified	Taylor	Carmen	6/30/86
368.	Retired Classified	Taylor	Jennie	2/29/80
369.	Retired Classified	Thomas	David	6/27/03
370.	Retired Classified	Tjahjadi	Ratna	5/14/03
371.	Retired Classified	Triplett	Louise	12/6/02
372.	Retired Classified	Tveit	Constance	7/31/92
373.	Retired Classified	Urquidi	Mary	2/29/88
374.	Retired Classified	VanCleave	Karen	5/30/97
375.	Retired Classified	Vargas	Bernadette	6/30/05
376.	Retired Classified	Wasef	Rosalie	12/4/06
377.	Retired Classified	Wedemeyer	Beverly	11/30/94
378.	Retired Classified	Wefel	Ida	6/30/87
379.	Retired Classified	Wolfe	Joseph	11/4/95
380.	Retired Classified	Wyneken	Robert	8/27/97
381.	Retired Classified	Ziegler	Cherri	6/30/06



**EXHIBIT A**  
**List of Class members (see Paragraphs II.A thru II.C)**

**III. Supervisory/Management Class Members (see Paragraph II.C)**

**[Note: Confidential Employees Treated as Supervisory/Management for Purposes of the Settlement]**

	<b>Classification</b>	<b>Last Name</b>	<b>First Name</b>	<b>Retirement Date</b>
382.	Retired Confidential	Bosso	Constance	7/31/02
383.	Retired Confidential	Costales	Judith	6/30/03
384.	Retired Confidential	Elrod	A L	7/31/86
385.	Retired Confidential	Gunderson	Miriam	5/13/88
386.	Retired Confidential	Henry	Sheelah	5/31/94
387.	Retired Confidential	Jantsch	Dorothy	6/29/84
388.	Retired Confidential	Kimbrough	Clara	11/30/89
389.	Retired Confidential	Martinez	Teresa	12/31/89
390.	Retired Confidential	Pack	Sandra	2/28/06
391.	Retired Confidential	Radcliffe	Dorothy	8/31/92
392.	Retired Confidential	Van Marion	Suzanne	6/29/93
393.	Retired Confidential	Vidana	Connie	6/30/03
394.	Retired Managers	Abraham	David	12/31/00
395.	Retired Managers	Adler	Sidney	6/30/00
396.	Retired Managers	Bendat	William	7/14/92
397.	Retired Managers	Bettini	Arthur	11/30/94
398.	Retired Managers	Boedecker	Willard	6/30/92
399.	Retired Managers	Bortolussi	Vicki	6/30/07
400.	Retired Managers	Bowers	Stanley	6/30/93
401.	Retired Managers	Buttner	Barbara	8/8/03
402.	Retired Managers	Culotta	Harry	7/1/05
403.	Retired Managers	Davies	Sharon	11/10/00
404.	Retired Managers	Derryberry	Barbara	6/30/91
405.	Retired Managers	Dunham	Francis	7/14/92
406.	Retired Managers	Fernandez	Alfred	7/15/88
407.	Retired Managers	Fleming	Jack	6/30/92
408.	Retired Managers	Gerhart	Judith	6/30/06
409.	Retired Managers	Glenn	Richard	6/30/85
410.	Retired Managers	Glover	Roland	7/14/92
411.	Retired Managers	Hearon	William	6/28/91
412.	Retired Managers	Hemming	Ruth	6/30/03
413.	Retired Managers	Johnson	Gary	1/2/02
414.	Retired Managers	Lanning	George	6/30/92
415.	Retired Managers	Lawson	William	9/12/95
416.	Retired Managers	Leyba	David	9/29/06
417.	Retired Managers	Long	Alicia	7/14/92
418.	Retired Managers	Long	Robert	7/14/92
419.	Retired Managers	Matthews	Donald	7/14/92
420.	Retired Managers	Medley	Don	12/31/92
421.	Retired Managers	Moore	Diane	6/29/07

**EXHIBIT A**  
**List of Class members (see Paragraphs II.A thru II.C)**

**III. Supervisory/Management Class Members (see Paragraph II.C) - Continued**

	<b>Classification</b>	<b>Last Name</b>	<b>First Name</b>	<b>Retirement Date</b>
422.	Retired Managers	Morgan	Jean	6/30/93
423.	Retired Managers	Nordquist	Alvyn	7/1/02
424.	Retired Managers	Pacheco	Antonia	5/16/97
425.	Retired Managers	Pauley	Jerry	8/27/97
426.	Retired Managers	Putnam	Gilbert	4/1/02
427.	Retired Managers	Rodriguez	Rene	6/30/04
428.	Retired Managers	Schneider	Elise	8/28/99
429.	Retired Managers	Seely	Michael	7/14/92
430.	Retired Managers	Sommer	Maynard	6/30/87
431.	Retired Managers	Thionnet	Floyd	1/2/01
432.	Retired Managers	Tholl	Robert	8/15/97
433.	Retired Managers	Woolley	John	6/17/97
434.	Retired Supervisors	Bell	Larry	1/19/96
435.	Retired Supervisors	Blalock-Carlson	Charlene	5/30/97
436.	Retired Supervisors	Cressman	Carol	6/30/03
437.	Retired Supervisors	Denardo	Lois	6/29/93
438.	Retired Supervisors	Gage	Patricia	6/30/05
439.	Retired Supervisors	Grimm	Steven	1/4/05
440.	Retired Supervisors	Gurrola	Pablo	8/27/97
441.	Retired Supervisors	Hewson	Charles	5/1/00
442.	Retired Supervisors	Hudson	Jack	7/29/88
443.	Retired Supervisors	Jett	Eursell	9/30/91
444.	Retired Supervisors	Mactague	Doris	6/29/93
445.	Retired Supervisors	Meeks	Michael	1/4/03
446.	Retired Supervisors	Morales	Richard	8/22/93
447.	Retired Supervisors	Rahm	Arthur	12/30/91
448.	Retired Supervisors	Ramirez	Ralph	8/27/97
449.	Retired Supervisors	Reeves	Robert	6/30/03
450.	Retired Supervisors	Scalf	Raymond	6/10/88
451.	Retired Supervisors	Strasser	Arthur	9/30/86
452.	Retired Supervisors	Sullivan	Elizabeth	10/31/89
453.	Retired Supervisors	Terranova	Anthony	8/17/97
454.	Retired Supervisors	Torres	German	3/15/99
455.	Retired Supervisors	Wolff	Mark	4/4/88

# **EXHIBIT B**

## EXHIBIT B

Increases to "Aggregate Baseline Amount" (see Paragraph III.E.3)

Dates	Aggregate Baseline Amount
July 1, 2007 through June 30, 2008	\$750
July 1, 2008 through June 30, 2009	\$795
July 1, 2009 through June 30, 2010	\$843
July 1, 2010 through June 30, 2011	\$893
July 1, 2011 through June 30, 2012	\$947
July 1, 2012 through June 30, 2013	\$1,004
July 1, 2013 through June 30, 2014	\$1,064
July 1, 2014 through June 30, 2015	\$1,128
July 1, 2015 through June 30, 2016	\$1,195
July 1, 2016 through June 30, 2017	\$1,267
July 1, 2017 through June 30, 2018	\$1,343
July 1, 2018 through June 30, 2019	\$1,424
July 1, 2019 through June 30, 2020	\$1,509
July 1, 2020 through June 30, 2021	\$1,600
July 1, 2021 through June 30, 2022	\$1,696
July 1, 2022 through June 30, 2023	\$1,797
July 1, 2023 through June 30, 2024	\$1,905
July 1, 2024 through June 30, 2025	\$2,020
July 1, 2025 through June 30, 2026	\$2,141
July 1, 2026 through June 30, 2027	\$2,269

July 1, 2027 through June 30, 2028	\$2,405
July 1, 2028 through June 30, 2029	\$2,550
July 1, 2029 through June 30, 2030	\$2,703
July 1, 2030 through June 30, 2031	\$2,865
July 1, 2031 through June 30, 2032	\$3,037
July 1, 2032 through June 30, 2033	\$3,219
July 1, 2033 through June 30, 2034	\$3,412
July 1, 2034 through June 30, 2035	\$3,617
July 1, 2035 through June 30, 2036	\$3,834
July 1, 2036 through June 30, 2037	\$4,064
July 1, 2037 through June 30, 2038	\$4,308
July 1, 2038 through June 30, 2039	\$4,566
July 1, 2039 through June 30, 2040	\$4,840
July 1, 2040 through June 30, 2041	\$5,130
July 1, 2041 through June 30, 2042	\$5,438
July 1, 2042 through June 30, 2043	\$5,765
July 1, 2043 through June 30, 2044	\$6,110
July 1, 2044 through June 30, 2045	\$6,477
July 1, 2045 through June 30, 2046	\$6,866
July 1, 2046 through June 30, 2047	\$7,278
July 1, 2047 through June 30, 2048	\$7,714
July 1, 2048 through June 30, 2049	\$8,177
July 1, 2049 through June 30, 2050	\$8,668
July 1, 2050 through June 30, 2051	\$9,188

July 1, 2051 through June 30, 2052	\$9,739
July 1, 2052 through June 30, 2053	\$10,323
July 1, 2053 through June 30, 2054	\$10,943
July 1, 2054 through June 30, 2055	\$11,599
July 1, 2055 through June 30, 2056	\$12,295
July 1, 2056 through June 30, 2057	\$13,033
July 1, 2057 through June 30, 2058	\$13,815
July 1, 2058 through June 30, 2059	\$14,644
July 1, 2059 through June 30, 2060	\$15,522
July 1, 2060 through June 30, 2061	\$16,454
July 1, 2061 through June 30, 2062	\$17,441
July 1, 2062 through June 30, 2063	\$18,488
July 1, 2063 through June 30, 2064	\$19,597
July 1, 2064 through June 30, 2065	\$20,773

# EXHIBIT C



EXHIBIT C  
**VCCCD Retiree Application for  
 Reimbursement of Medical Costs Above Baseline Plan**

Retiree Information			Dependent Information (if claim(s) submitted)	
Retiree Social Security # Retiree Date of Birth: Age 75-79 <input type="checkbox"/> 80 or over: <input type="checkbox"/>			Last Name, <span style="float: right;">First Name</span>	
Last Name, <span style="float: right;">First Name</span>			Relationship to Subscriber: Spouse/Domestic Partner <input type="checkbox"/> Child <input type="checkbox"/>	
Address			Last Name, <span style="float: right;">First Name</span>	
City	State	Zip Code	Relationship to Subscriber: Spouse/Domestic Partner <input type="checkbox"/> Child <input type="checkbox"/>	
Grand Total for Amount Above Baseline Plan \$			Retiree Phone Number ( )	
Retiree's Signature			Date	
Designee (In the event of retiree's death prior to payment)				
Name	Address	City	State	Zip Code

**Instructions**

1. Complete application form.
2. Proof of payment of costs above baseline plan **must** be included for reimbursement
3. Only one reimbursement form may be filed per health benefit year (July 1 – June 30)
4. Keep copies of all for your file, and return the application and proof of payment on or before September 30th of the immediate preceding health benefit year (July 1 – June 30) to:

**Ventura County Community College District  
 Employee Benefits  
 255 W. Stanley Ave., Suite 150  
 Ventura, CA 93001**

**(Complete back of form and attach proof of payment)**



## Inventory of Medical/Prescription Costs Above Baseline Plan

USE A SEPARATE INVENTORY PAGE FOR EACH MEMBER OF THE FAMILY SUBMITTING A REQUEST FOR REIMBURSEMENT; USE ADDITIONAL PAGES FOR EACH MEMBER IF NECESSARY

PAGE \_\_\_\_\_ OF \_\_\_\_\_

<b>Medical, Dental, Vision Expense</b>  Copy of Explanation of Benefits must be attached	<b>Retail Pharmacy Prescription</b>  Copy of prescription co-pay invoice that includes the patient name must be attached (Cash register receipt only will not be accepted)	<b>Mail Order Prescription</b>  Copy of prescription co-pay invoice that includes the patient name must be attached
<b>Patient Name:</b>	<b>Patient Name:</b>	<b>Patient Name:</b>
Date of Service:	Date of Service:	Date of Service:
Amount Paid Above Baseline:	Co-Pay Above Baseline:	Co-Pay Above Baseline:
Service Performed:	<b>Patient Name:</b>	<b>Patient Name:</b>
<b>Patient Name:</b>	Date of Service:	Date of Service:
Date of Service:	Co-Pay Above Baseline:	Co-Pay Above Baseline:
Amount Paid Above Baseline:	<b>Patient Name:</b>	<b>Patient Name:</b>
Service Performed:	Date of Service:	Date of Service:
<b>Patient Name:</b>	Co-Pay Above Baseline:	Co-Pay Above Baseline:
Date of Service:	<b>Patient Name:</b>	<b>Patient Name:</b>
Amount Paid Above Baseline:	Date of Service:	Date of Service:
Service Performed:	Co-Pay Above Baseline:	Co-Pay Above Baseline:
<b>Patient Name:</b>	<b>Patient Name:</b>	<b>Patient Name:</b>
Date of Service:	Date of Service:	Date of Service:
Amount Paid Above Baseline:	Co-Pay Above Baseline:	Co-Pay Above Baseline:
Service Performed:	<b>Patient Name:</b>	<b>Patient Name:</b>
<b>Patient Name:</b>	Date of Service:	Date of Service:
Date of Service:	Co-Pay Above Baseline:	Co-Pay Above Baseline:
Amount Paid Above Baseline:	<b>Patient Name:</b>	<b>Patient Name:</b>
Service Performed:	Date of Service:	Date of Service:
<b>Patient Name:</b>	Co-Pay Above Baseline:	Co-Pay Above Baseline:
Date of Service:	<b>Patient Name:</b>	<b>Patient Name:</b>
Amount Paid Above Baseline:	Date of Service:	Date of Service:
Service Performed:	Co-Pay Above Baseline:	Co-Pay Above Baseline:
<b>Patient Name:</b>	<b>Patient Name:</b>	<b>Patient Name:</b>
Date of Service:	Date of Service:	Date of Service:
Amount Paid Above Baseline:	Co-Pay Above Baseline:	Co-Pay Above Baseline:
Service Performed:	<b>Patient Name:</b>	<b>Patient Name:</b>
<b>Patient Name:</b>	Date of Service:	Date of Service:
Date of Service:	Co-Pay Above Baseline:	Co-Pay Above Baseline:
Amount Paid Above Baseline:	<b>Patient Name:</b>	<b>Patient Name:</b>
Service Performed:	Date of Service:	Date of Service:
<b>Patient Name:</b>	Co-Pay Above Baseline:	Co-Pay Above Baseline:
Date of Service:	<b>Patient Name:</b>	<b>Patient Name:</b>
Amount Paid Above Baseline:	Date of Service:	Date of Service:
Service Performed:	Co-Pay Above Baseline:	Co-Pay Above Baseline:
<b>Patient Name:</b>	<b>Patient Name:</b>	<b>Patient Name:</b>
Date of Service:	Date of Service:	Date of Service:
Amount Paid Above Baseline:	Co-Pay Above Baseline:	Co-Pay Above Baseline:
Service Performed:	<b>Patient Name:</b>	<b>Patient Name:</b>
<b>Patient Name:</b>	Date of Service:	Date of Service:
Date of Service:	Co-Pay Above Baseline:	Co-Pay Above Baseline:
Amount Paid Above Baseline:	<b>Patient Name:</b>	<b>Patient Name:</b>
Service Performed:	Date of Service:	Date of Service:
<b>Patient Name:</b>	Co-Pay Above Baseline:	Co-Pay Above Baseline:
Date of Service:	<b>Patient Name:</b>	<b>Patient Name:</b>
Amount Paid Above Baseline:	Date of Service:	Date of Service:
Service Performed:	Co-Pay Above Baseline:	Co-Pay Above Baseline:
<b>Total Medical \$</b> _____	<b>Total Retail Pharmacy \$</b> _____	<b>Total Mail Order Rx \$</b> _____

~ Employer Use Only ~

\$ \_\_\_\_\_  
**Amount Approved for Reimbursement**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Authorized Person**

**Notes:**

# **EXHIBIT D**

**EXHIBIT D**

Maximum Reimbursement Per Health Benefit Year (see Paragraph III.G.7)

<b>Dates</b>	<b>Set-Aside Annual Reserve Requirements</b>	
July 1, 2008 - June 30, 2018	\$150,000	maximum per fiscal year
July 1, 2018 - June 30, 2023	\$100,000	maximum per fiscal year
July 1, 2023 - June 30, 2028	\$75,000	maximum per fiscal year
July 1, 2028 - June 30, 2033	\$50,000	maximum per fiscal year
July 1, 2033 - lifetime of the remaining retirees	\$20,000	maximum per fiscal year

# **EXHIBIT E**

EXHIBIT E

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF VENTURA

VENTURA COUNTY COMMUNITY COLLEGE RETIREES ASSOCIATION; RENE G. RODRIGUEZ; GARY JOHNSON, ROBERT LONG; ROBERT LOPEZ; BARBARA HOFFMAN; DAVID THOMAS; VIVIAN LOCKARD; EURSELL JETT; CHARLENE BLALOCK-CARLSON; DONALD MEDLEY; HARRY KORN, individually and for and on behalf of a class of persons similarly situated,

Petitioners and Plaintiffs,

v.

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT; BOARD OF TRUSTEES OF THE VENTURA COUNTY COMMUNITY COLLEGE DISTRICT; DOES 1 through 25, inclusive,

Respondents and Defendants.

CASE NO: 56-2007-00303058-CU-WM-VTA

NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT, AND HEARING DATE FOR COURT APPROVAL

JUDGE:

DEPT:

**ATTENTION: ALL INDIVIDUALS WHO ARE MEMBERS OF THE SETTLEMENT CLASS, AS DEFINED IN THE ATTACHED JOINT STIPULATION OF SETTLEMENT AND RELEASE, AND THEIR SURVIVORS, BENEFICIARIES, AGENTS AND ASSIGNS.**

**IMPORTANT LEGAL NOTICE – PLEASE READ THIS CAREFULLY**

1. YOU ARE HEREBY NOTIFIED that a proposed settlement (“Settlement”) of the above-captioned class action (“Action”) filed in the Superior Court of the State of California, County of Ventura, has been reached by the parties and has been granted preliminary approval by the Court supervising the Action. The purpose of this Notice is to describe the Action, to inform you of the terms of the proposed Settlement, and to inform you of your rights and options in connection with the proposed Settlement. The proposed Settlement will resolve all claims in this Action. A hearing will be held on \_\_\_\_\_ to determine the adequacy, reasonableness, and fairness of the proposed Settlement. Because your rights may be affected, it is extremely important that you read this Notice carefully. NOTE: You are not being sued.

## EXHIBIT E

### WHY SHOULD I READ THIS NOTICE?

2. If you received this Notice, it is because it is believed that you are a member of the settlement class, as defined in the attached Joint Stipulation of Settlement and Release. If that is correct, then the information contained in this Notice affects your legal rights. You should read this Notice because you may be entitled to certain benefits under the Settlement.

### WHAT IS A CLASS ACTION?

3. A class action is a lawsuit in which the claims and rights of many people are decided in a single court proceeding. One or more representative plaintiffs, also known as "class representatives," assert claims on behalf of the entire class. This avoids the necessity for a large number of individual lawsuits and enables the court to resolve similar claims efficiently. In a class action, the court supervises the prosecution of class claims by class counsel to ensure fairness.

### PURPOSE OF THIS NOTICE

4. The Superior Court of the State of California, County of Ventura has ordered that this Notice be sent to you because you may be an eligible member of the settlement class. The purpose of this Notice is to inform you of the proposed Settlement of this Action and your potential rights in regard to it.

### SUMMARY OF LITIGATION

5. On August 31, 2007, a lawsuit was filed in the Superior Court of the State of California, County of Ventura, entitled *Ventura County Community College Retirees Assoc., et al, v. Ventura County Community College District, et al.*, Case Number 56-2007-00303058-CU0-WM-VTA.

6. The Petitioners and Plaintiffs in the Action are Rene Rodriguez, Gary Johnson, Robert Long, Robert Lopez, Barbara Hoffman, David Thomas, Vivian Lockard, Eursell Jett, Charlene Blalock-Carlson, Donald Medley and Harry Korn, as well as the Ventura County Community College Retirees Association (hereinafter collectively referred to as "Petitioners").

7. The Respondents and Defendants in the Action are the Ventura County Community College District and the Board of Trustees of the Ventura County Community College District (hereinafter collectively referred to as "Respondents").

8. The Petitioners seek a writ of mandate, injunctive and declaratory relief arising from changes implemented by Respondents on or around July 1, 2005, which implemented increased co-payments, deductibles and out-of-pocket maximums for medical services and prescription drugs.

9. The Petitioners allege that the changes described above violate contractual promises, some in the form of collective bargaining agreements and others in the form of district policies, obligating Respondents to provide retirees paid health benefits after retirement and to maintain for each retiree either the health plan in effect on the retirement date or "equivalent benefits."

10. The Petitioners further allege that they have rights in the retiree health plans based on estoppel. The Petitioners allege that although Respondents abided by such promises until 2005, starting in that year Respondents no longer provided a plan with equivalent benefits, and specifically, that the health plan provided after 2005 for retirees included higher co-payments,

## EXHIBIT E

deductibles and annual out-of-pocket maximums. The Petitioners seek a writ of mandate, injunctive and declaratory relief.

11. The Respondents dispute Petitioners' interpretation of the collective agreements and District policies as set out in the Petition and dispute the claims that the District is estopped by virtue of its conduct or representations to continue its prior practice with respect to the health benefits in question. The Respondents deny that Petitioners are entitled to any relief with respect to their claims.

12. On \_\_\_\_\_, 2009, the Superior Court of the State of California, County of Ventura, conditionally certified a settlement class consisting of retirees of the District who were employed by the District in positions covered by the contractual provisions and/or District policies. The settlement class is more specifically described at Section II of the Joint Stipulation of Settlement and Release ("Joint Stipulation"), a true and correct copy of which is attached hereto.

13. The Court has made no ruling on the merits of the settlement class members' claims and has only determined that the representative plaintiffs satisfied the requirements to maintain the Action as a class action for settlement purposes under California law. This notice is not to be understood as an expression of any opinion by the Court as to the merits of any of the claims or defenses asserted by the parties.

14. On \_\_\_\_\_, 2009, the Court appointed the following attorney(s) to represent the settlement class ("Class Counsel") in the Action:

Thomas M. Sharpe, Esq.  
Law Offices of Bennett & Sharpe, Inc.  
2444 Main Street, Suite 110  
Fresno, California 93721

### SUMMARY OF THE SETTLEMENT TERMS

15. The Petitioners and Respondents have agreed to resolve the claims alleged in the Petition and Complaint filed in this Action. The Court has reviewed the proposed Settlement and given it preliminary approval, subject to the comments and/or objections of potential class members. The Court will hold a hearing on \_\_\_\_\_, 2009 at \_\_\_\_\_ a.m. to determine whether to grant final approval of the Settlement. The description below is a summary of the Settlement terms. You may obtain more information about the proposed Settlement from the Joint Stipulation, a copy of which is attached hereto, or by contacting the attorneys noted below.

16. No admission of liability. The parties have entered into a Joint Stipulation. The Joint Stipulation is not an admission of liability by Respondents. The Settlement is a compromise of disputed claims and does not mean that liability or legal relief would have resulted if the matter went to trial. The Joint Stipulation provides that the litigation against Respondents will be dismissed with prejudice and that Respondents will be released from liability, as described in further detail in the Joint Stipulation.

17. Non-opt-out settlement. This is a non-opt-out Settlement, which means that you cannot exclude yourself from the dismissal and order barring future claims. The determination that it is appropriate to prohibit settlement class members from opting out was based on the fact that the relief requested centered on a request for injunctive and declaratory relief as well as the

## EXHIBIT E

concern that allowing separate actions to proceed on the same facts would create a risk of inconsistent rulings.

18. Benefits. The specific terms of the settlement are set forth in the attached Joint Stipulation.

19. Attorney's fees and costs. Although Class Counsel has devoted substantial time and resources to this litigation over a period in excess of two (2) years, and will devote substantial time and effort directed toward concluding the settlement of this matter, Petitioners and Respondents have agreed that in the event the Court approves the settlement, Class Counsel will not receive any compensation from the settlement. Each party to the Joint Stipulation has agreed to be responsible for the costs incurred in the event the Court approves the class action settlement.

20. Release and disclaimer. If the Settlement is approved, each and every settlement class member shall be forever barred from instituting, maintaining, prosecuting, or assigning against Respondents any and all claims, demands, rights, causes of action, suits, obligations, damages, or liabilities of any kind or description whatever, including costs, expenses, and attorney's fees known or unknown, suspected or unsuspected, asserted or unasserted, in law or equity, for monetary, declaratory, injunctive, or other relief, whether individual, class, representative, or other in nature, that Petitioners or any other settlement class member ever had, now has, or hereafter can, shall or may have arising out of, relating to, or having connection in any way whatever with, any fact, omission, cause, claim, count, matter, or allegation that in whole or in part is the subject of, asserted in, or could have been asserted in, the Action (including, without limitation, by participating in, or recovering as a result of, any class or representative action or arbitration, whether under federal law, state law, other law, in which any released claims have been or may be brought).

If approved, this Settlement will be binding on each and every settlement class member and each of their past, present, or future, direct or indirect parents, predecessors, successors, subsidiaries, affiliates, and divisions, and all of the respective past, present, or future offices, directors, managing directors, members, owners, partners, governors, shareholders, agents employees nominees, attorneys, predecessors, successors, assigns, indemnities, and representatives. And, as set forth above, you will not be able to exclude yourself from the effect of the releases, dismissals and bar order.

**THE ABOVE IS ONLY A SUMMARY OF THE SETTLEMENT, AND YOU ARE REFERRED TO THE JOINT STIPULATION ON FILE WITH THE COURT, AND ATTACHED HERETO**

### PARTICIPATION IN THE CLASS

21. If you are a member of the settlement class you need not "opt-in." That is, you need not do anything to remain a member of the settlement class. If you are a member of the settlement class, your rights in this litigation will be represented by the class representatives and Class Counsel. You will receive the benefits of the attached Joint Stipulation if approved by the Court and your claims against Respondents will be released and will be dismissed by the Court. If you are a settlement class member, you will be bound by any judgment or determination of the Court in connection with the Settlement. You will not be personally responsible for any attorney's fees or costs in the litigation, unless you retain your own counsel. Class Counsel's attorney's fees will be paid pursuant to a previously negotiated attorney's fee agreement with Petitioner Ventura County Community College Retirees Association.



**EXHIBIT E**

22. If you wish, you may enter an appearance through your own counsel at your own expense. You must advise the Court of this request by filing and Entry of Appearance in writing with the Court no later than \_\_\_\_\_, 2009 and you must serve a copy on Thomas M. Sharpe, Bennett & Sharpe, Inc., 2444 Main Street, Suite 110, Fresno, California 93721 (Class Counsel) and Joshua E. Morrison, Atkinson Andelson Loya Ruud & Romo, 12800 Center Court Drive, Suite 300, Cerritos, CA 90703 (Counsel for Respondents District and Board of Trustees).

**HEARING ON FINAL APPROVAL OF SETTLEMENT**

23. By Order of the Court, a hearing will be held on \_\_\_\_\_, 2009 in Department \_\_\_\_\_ of the Ventura County Superior Court located at 800 South Victoria Avenue, in Ventura, California 93009. This hearing will determine (1) whether the proposed Settlement is fair, adequate, and reasonable; and (2) whether the proposed Settlement should be approved by the Court. The time and date of the hearing may be rescheduled by the Court without further notice. If you are a settlement class member and do not wish to object to the Settlement, you need take no action with respect to the hearing.

24. If you are a member of the settlement class, you have the right to object to any or all of the proposed Settlement, including entry of Final Judgment dismissing the Action with prejudice. If you wish to object to the proposed Settlement, you must on or before \_\_\_\_\_, 2009, file with the Court a notice of your intention to appear and a statement of the objection or position to be asserted and the grounds therefore, together with copies of any supporting papers, and serve additional copies of all documents by first class mail on:

Thomas M. Sharpe, Esq.  
Bennett & Sharpe, Inc.  
2444 Main Street, Suite 110  
Fresno, California 93721

AND

Joshua E. Morrison, Esq.  
Atkinson Andelson Loya Ruud & Romo  
12800 Center Court Drive, Suite 300  
Cerritos, CA 90703

Class Counsel

Counsel for Respondents District and Board of Trustees

25. All written objections and any supporting materials must refer to the name and case number of the lawsuit shown at the beginning of this Notice.

**IF YOU DO NOT WISH TO OBJECT TO THE SETTLEMENT AGREEMENT IT IS NOT NECESSARY TO APPEAR AT THE HEARING, OR TO FILE AND SERVE ANY PAPERS WITH THE COURT AND COUNSEL FOR THE PARTIES**

26. Unless you object as provided in this Notice, you will not be entitled to contest the terms and conditions of the Settlement, including the release of claims against Respondents. Persons who fail to object as provided for shall be deemed to have waived and shall forever be foreclosed from raising any such objections.

**CHANGE OF ADDRESS**

27. If you move after receiving this Notice, if it was misaddressed or if for any reason you want your future correspondence concerning this Action and the Settlement to be sent to a different address, you should supply your current preferred address to the Claims Administer at the following address: \_\_\_\_\_.

**EXHIBIT E**

**ADDITIONAL INFORMATION**

28. Any questions that you have concerning the matters contained in this Notice may be directed in writing to Class Counsel:

Thomas M. Sharpe, Esq.  
Bennett & Sharpe, Inc.  
2444 Main Street, Suite 110  
Fresno, California 93721

29. All pleadings and records in this litigation, Case No. 56-2007-00303058-CU-WM-VTA, may be examined and copied during regular office hours at the Office of the Clerk, Superior Court of California, Ventura County, 800 South Victoria Avenue, Ventura, California 93309.

**PLEASE DO NOT TELEPHONE OR ADDRESS ANY INQUIRIES TO THE COURT  
REGARDING THIS SETTLEMENT OF THE CLAIMS PROCESS!**

**Dated:**

\_\_\_\_\_  
BY ORDER OF THE COURT  
The Honorable \_\_\_\_\_  
Superior Court of the State of California,  
County of Ventura

# **EXHIBIT F**

EXHIBIT F

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF VENTURA

VENTURA COUNTY COMMUNITY COLLEGE RETIREES ASSOCIATION; RENE G. RODRIGUEZ; GARY JOHNSON, ROBERT LONG; ROBERT LOPEZ; BARBARA HOFFMAN; DAVID THOMAS; VIVIAN LOCKARD; EURSELL JETT; CHARLENE BLALOCK-CARLSON; DONALD MEDLEY; HARRY KORN, individually and for and on behalf of a class of persons similarly situated,

Petitioners and Plaintiffs,

v.

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT; BOARD OF TRUSTEES OF THE VENTURA COUNTY COMMUNITY COLLEGE DISTRICT; DOES 1 through 25, inclusive,

Respondents and Defendants.

CASE NO: 56-2007-00303058-CU-WM-VTA

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Date:  
Time:  
Dept.: 43  
Judge: Honorable William Q. Liebmann

TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD HEREIN:

This matter came on regularly before the Court on \_\_\_\_\_ 2009, on the Motion of Petitioners and Plaintiffs for Preliminary Approval of Class Action Settlement.

Responding Parties having appeared and stated that they do not oppose the Motion of Petitioners and Plaintiffs, and the Court having considered the papers submitted in support of the Motion, **HEREBY ORDERS THE FOLLOWING:**

1           1.       The Court grants preliminary approval of the Settlement and the Settlement Class  
2 based upon the terms set forth in the Joint Stipulation of Settlement and Release. The Settlement  
3 appears to be fair, adequate, and reasonable to the Settlement Class.

4           2.       The Settlement falls within the range of reasonableness and appears to be  
5 presumptively valid, subject only to any objections that may be raised at the final fairness hearing  
6 and final approval by this Court.

7           3.       A final fairness hearing on the question of whether the proposed Settlement  
8 should be finally approved as fair, reasonable and adequate as to the members of the Settlement  
9 Class is scheduled for \_\_\_\_\_, 2009, at \_\_\_\_ a.m. (Pacific Time), in Department  
10 43 of the above-entitled court located at 800 South Victoria Avenue, Ventura, California 93009.

11          4.       The Court approves, as to form and content, the Reimbursement Form and the  
12 Notice of Pendency of Class Action, Proposed Settlement, and Hearing Date for Court Approval  
13 ("Notice of Pendency of Class Action") in substantially the form attached to the Joint Stipulation  
14 of Settlement and Release as Exhibits C and E, respectively. The Court approves the procedure  
15 for Class Members to object to the Settlement as set forth in the Notice of Pendency of Class  
16 Action and in the Joint Stipulation of Settlement and Release.

17          5.       The Court directs the mailing of the Notice of Pendency of Class Action by first  
18 class mail to the Settlement Class in accordance with the Implementation Schedule set forth  
19 below. The Court finds that the dates selected for the mailing and distribution of the Notice of  
20 Pendency of Class Action, as set forth in the Implementation Schedule, meet the requirements of  
21 due process and provide the best notice practicable under the circumstances and shall constitute  
22 due and sufficient notice to all persons entitled thereto.

23          6.       It is ordered that the Settlement Class is preliminarily certified for settlement  
24 purposes only.

25          7.       The Court confirms Bennett & Sharpe, Inc. as Class Counsel.

26          8.       To facilitate the administration of this Settlement, the Court hereby enjoins  
27 Plaintiffs and all Settlement Class Members from filing or prosecuting any claims, suits or  
28 administrative proceedings (including filing claims with the California Division of Labor

1 Standards Enforcement) regarding claims released by the Settlement.

2 9. The Court orders the following Implementation Schedule for further proceedings:

- 3 a. Preliminary approval hearing.
- 4 b. Deadline for parties to provide information regarding settlement
- 5 class members to Claims Administrator.
- 6 c. Deadline for Claims Administrator to mail notice to settlement
- 7 class members.
- 8 d. Deadline for settlement class members to file objections to
- 9 proposed settlement.
- 10 e. Deadline for class counsel to file motion for final approval of
- 11 settlement.
- 12 f. Deadline for class counsel to file declaration from Claims
- 13 Administrator of due diligence and proof of mailing of notice to
- 14 settlement class members.
- 15 g. Final fairness hearing and final approval.

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17 Dated: \_\_\_\_\_

18 \_\_\_\_\_  
19 HONORABLE WILLIAM Q. LIEBMANN  
20 JUDGE OF THE SUPERIOR COURT  
21 COUNTY OF VENTURA

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**PROOF OF SERVICE**

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 Bennett & Sharpe, Inc., 2444 Main Street, Suite 110, Fresno, California 93721. On October 1, 2009, I served the within document(s):

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**JOINT STIPULATION OF SETTLEMENT AND RELEASE BETWEEN PLAINTIFF AND DEFENDANTS**

\_\_\_\_\_ by facsimile transmission on \_\_\_\_\_, 2009. On that date this document was transmitted by using a facsimile machine that complies with California Rules of Court Rule 2003(3). The transmission was reported as completed and without error. The names and facsimile numbers of the person(s) served are as set forth below.

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by placing the document(s) listed above for collection and mailing following the firm's ordinary business practice in a sealed envelope with postage thereon fully prepaid for deposit in the United States mail at Fresno, California addressed as set forth below.

\_\_\_\_\_ by overnight courier, I caused such envelope(s) to be delivered to an overnight courier service (Federal Express, U.S. Mail Service, Express Mail) with delivery fees provided for, for delivery to the indicated address(s) set forth below.

\_\_\_\_\_ by personally delivering a copy of the document(s) listed above to the person(s) at the address(es) set forth below.

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Joshua E. Morrison, Esq.  
ATKINSON, ANDELSON, LOYA, RUUD & ROMO  
A Professional Corporation  
12800 Center Court Drive, Suite 300  
Cerritos, CA 90703

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I am readily familiar with the firm's practice of collecting and processing correspondence for mailing and for shipping via overnight courier. Under the practice it would be deposited with the U.S. Postal Service or if an overnight shipment, deposited in an overnight pick-up box or office on the same day with postage or fees thereon fully prepaid in the ordinary course of business.

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I declare under penalty of perjury under the laws of the State of California and the United States of America that the above is true and correct. Executed on October 1, 2009, at Fresno, California.

Marci Nabors  
MARCI NABORS