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16 SUPERIOR COURT OF CALIFORNIA
17 COUNTY OF LOS ANGELES

18 HOLLY WEDDING, et al,

19 Plaintiffs,

20 v.

21 CALIFORNIA PUBLIC EMPLOYEES
RETIREMENT SYSTEM, et al.,

22 Defendants.
23
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27
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Case No.: BC517444
[JCC Proceeding No. 4936]
[Hon. William F. Highberger]

**DECLARATION OF GRETCHEN M.
NELSON IN SUPPORT OF MOTION
FOR AWARD OF ATTORNEYS' FEES,
COST REIMBURSEMENT,
INCENTIVE AWARDS, AND
APPROVAL OF SETTLEMENT
ADMINISTRATION EXPENSES**

DATE: July 26, 2023
Time: 11:00 a.m.
Dept: SS 10
Complaint Filed: August 13, 2013
Trial Date: Not Set

1 I, Gretchen M. Nelson, do hereby declare as follows:

2 1. I am an attorney at law licensed to practice before the Courts of the State of
3 California and through my firm, Nelson & Fraenkel LLP (“N&F”), I am one of the attorneys for
4 Plaintiffs in this action. This declaration is submitted in support of Plaintiffs’ Motion for an
5 Award of Attorneys’ Fees, Costs, Service Awards and Administration Expenses with respect to a
6 settlement that has been achieved between Plaintiffs Holly Wedding, Richard M. Lodyga, and
7 Eileen Lodyga (“Plaintiffs”), individually and on behalf of the Settlement Class (the “Settlement
8 Class”), and Defendant California Public Employees’ Retirement System (“CalPERS”)¹ (the
9 “Settlement” or “Second Settlement”). I have been involved in this litigation since its inception
10 either through N&F or my former firm Kreindler & Kreindler LLP.

11 2. I have personal knowledge of the facts set forth in this declaration or I have been
12 informed as to various facts and believe them to be true.

13 3. This declaration is submitted in support of final approval of this settlement as well
14 as in support of the motion for an award of fees and costs, service awards to the Plaintiffs and
15 approval of the Settlement Administrator’s expenses. In this declaration, I set forth a summary of
16 the significant actions undertaken in this case. A simple review of the docket (Exhibit 1) in this
17 case demonstrates that there were hundreds of filings in this case that was hard fought for nearly
18 ten years.

19 **A. Overview**

20 4. This case presented complex issues at every turn. From the outset, Plaintiffs’
21 Counsel understood that to succeed, we would have to, among other things, overcome a multitude
22 of pleading challenges and motions for summary judgment; obtain class certification; overcome
23 discovery issues including that the sale of the affected policies commenced in 1995 and
24 documentation and witnesses would likely be difficult to locate; overcome claimed immunity
25 arguments; prove to the Court that the Evidence of Coverage (the “EOC”) limited CalPERS’ right
26 to increase premiums; prove to a jury that the 85% rate increase announced in February 2013 (the
27 “Challenged Increase”) was “as a result” of the automatic inflation protection benefits; and prove
28

¹ In this declaration, Plaintiffs and CalPERS are collectively referred to as the “Parties.”
Class Counsel are referred to as “Class Counsel” or “Plaintiffs’ Counsel.” And the Settlement
Class is referred to as the “Class” or “Class Members.”

1 the amount of damages CalPERS owed each member of the class including proving that class
2 members who reduced benefits to avoid the Challenged Increase suffered damage. The number of
3 issues in this case that have cropped up from the inception to the present has been daunting.

4 5. From day one, CalPERS fought on every front including at times even objecting to
5 the page limit for filings. It became very clear from the start that CalPERS would stop at nothing
6 to defeat this lawsuit and as a result the case would be complex, risky, and would require a
7 significant investment of time and money to build a factual record from the ground up and
8 overcome numerous hurdles to prove Plaintiffs' claims.

9 6. Counsel pursued this case and, against the odds, obtained this Settlement after
10 nearly a decade of hard-fought litigation and after a prior failed settlement. The Settlement is
11 significant not only because it provides substantial monetary payments for those who seek to exit
12 from this LTC program and although not as substantial the cash award for those who wish to
13 retain their CalPERS LTC policies is \$1,000. But, most significantly, this Settlement was
14 accomplished without adversely affecting the financial viability of the Long-Term Care Fund (the
15 "LTC Fund" or the "Fund").

16 7. Many Class Members are maintaining their LTC policies and they have expressed
17 concern that the Fund be available in the event that they may need to obtain benefits in the future
18 from their policies. Structuring a settlement that provides adequate benefits for those who wish to
19 cash out and surrender their policies and at the same time provide benefits for those who wish to
20 keep their policies without undermining the LTC Fund was difficult. However, despite the many
21 challenges and risks, Counsel resolved this lawsuit in a manner that navigated the multitude of
22 issues that have confounded this case.

23 **B. Notice Was Mailed to 79,697 Class Members**

24 8. Notice was mailed (and emailed where email addresses were available) to 79,523
25 Class Members on April 7, 2023. And additional 174 Class Members were identified by
26 CalPERS after the mailing of Notice in April 2023 and updated addresses for 44 Class Members
27 who had been mailed Notice in April, 2023 were obtained. Pursuant to an Order of this Court
28 dated June 22, 2023, Notice was mailed (and emailed if email addresses were available) to the
218 Class Members in June 2022. Those 218 Class Members were provided until July 21, 2023

1 to make an election for benefits, and/or to object, or request exclusion from the Class. Thus, the
2 Notice was mailed to a total of 79,697 Class Members.

3 9. The Notice informed the Class of the details of the Settlement, provided
4 instructions on how to make a claim for benefits, how to request exclusion from the Class, how to
5 object to the Settlement. In addition, the Notice further told Class Members that CalPERS agreed
6 to separately pay no more than \$80 million “which will be used to pay Class Counsel’s
7 Attorneys’ Fees, unreimbursed litigation expenses incurred by Class Counsel that are no more
8 than \$2.5 million, and Settlement Administration costs for both the Prior Settlement and this
9 Settlement which are estimated to be \$5 million and Service Awards [of \$85,000] for the
10 Plaintiffs.” (Declaration of Cameron R. Azari (“Azari Decl.”), Ex. 2 [Long Form Notice], at p. 8,
11 ¶ 17.) The Notice also confirmed that this payment was being made by CalPERS over and above
12 the amount to be paid to the Class Members and that under no circumstances would the amounts
13 awarded for attorneys’ fees and costs, service awards and settlement administration costs reduce
14 the payments to the Class. (*Id.*, p. 9, ¶ 17.)

14 C. Only 50 Class Members Have Filed Objections to the Settlement

15 10. As described in the Azari Declaration, there have been a total of 50 objections
16 submitted to the Settlement. An additional 3 objections were received but they were not from
17 Class Members. Rather they are from individuals who did not qualify to be in the Class because
18 they either did not have automatic inflation protection benefits or they were not citizens of
19 California in February 2013. Another letter filed with the Court was determined to be an award
20 dispute and not an objection and that dispute will be resolved pursuant to the terms of the
21 Settlement Agreement which outlines the manner in which disputes as to the amount to be
22 received will be resolved. (Settlement Agreement, ¶ 2.4.)²

23 11. The number of objections received comprise 0.0006% of the total Class. Plaintiffs
24 have filed a separate response to all of the objections. (See Plaintiffs’ Response to Objections to
25 Second Class Action Settlement, filed concurrently.)

27 ² A copy of the Settlement Agreement was filed on February 27, 2023 as Exhibit 1 to the
28 Declaration of Gretchen M. Nelson.

1 12. In contrast, there were more than 90 Class Members who objected to the
2 Settlement with the Towers Defendants in 2017.

3 **D. Only 274 Class Members Opted Out of the Settlement and the Class.**

4 13. A total of 274 Class Members have excluded themselves from the Settlement. I
5 have reviewed the letters or communications from Class Members requesting to opt out and for
6 those who expressed a reason, some simply sought exclusion to avoid receiving money for Class
7 Members who died and whose estates or trusts have long been closed, and others did so not
8 because they wished to pursue litigation against CalPERS, but because they did not wish to take
9 money from the Long-Term Care Fund.

10 **E. Background**

11 **1. Counsel took on extraordinary risks to prosecute this action**

12 14. This case was built from the ground up. In 2013, two of the originally named
13 Plaintiffs—Elma Sanchez and Holly Wedding—contacted counsel about whether they had any
14 legal recourse for CalPERS’ planned 85% rate increase (the “Challenged Increase”).

15 15. The underpinning of the lawsuit was CalPERS’ announcement in February 2013,
16 that it would implement an overall 85% rate increase over two years commencing in 2015. This
17 rate increase followed premium increases that were implemented in 2003, 2007, 2010, 2011 and
18 2012. However, the Challenged Increase was by far the largest rate increase ever implemented by
19 CalPERS and applied only to policyholders who purchased LTC1 and LTC2 policies during the
20 period 1995 to 2004 who had elected to include in their policies automatic inflation protection
21 benefits and/or lifetime benefits.

22 16. The rate increase was so stunning it prompted hearings in the California
23 Legislature where policyholders presented compelling testimony on the impact the increase
24 would have on them and efforts by many individuals and unions to force CalPERS to withdraw
25 the increase. Despite these hearings, the Legislature did nothing to rein CalPERS in and stop the
26 rate increase. Thus, it was left to Plaintiffs and Class Counsel to develop the evidence necessary
27 to hold CalPERS accountable.
28

1 17. Prior to filing the original complaint in August 2013, two other policyholders,
2 Eileen and Richard Lodyga contacted Counsel making the same inquiry that Ms. Sanchez and
3 Ms. Wedding asked. Counsel filed a governmental claim on their behalf. Following the rejection
4 of the claim, the Lodygas were added as Plaintiffs to the First Amended Complaint (“FAC”) filed
5 in December 2013.

6 18. While Class Counsel, who are all highly sophisticated class counsel, fully expected
7 that CalPERS would vigorously defend the case, the scope of its defense and many of the actions
8 of its counsel were surprising. Indeed, CalPERS was steadfast in its view that the case would be
9 dismissed in its entirety on demurrer, a class would never be certified, the case would be
10 dismissed on summary judgment, the class would be decertified, and the Court in the first phase
11 of the trial would find that CalPERS had every right to impose the Challenged Increase. So
12 adamant was CalPERS in its view that this case lacked merit that, for more than seven years, and
13 in the face of a settlement Plaintiffs reached with its co-defendants, it refused to discuss a
14 resolution. Thus, it became very clear early on that Counsel would have to devote significant
15 time and resources to pursue risky claims in a case that would likely take years to resolve.

16 19. This Settlement was only achieved because Counsel invested the time and money
17 necessary to achieve these results. Those efforts—including years of contentious discovery,
18 motion practice including demurrers and two motions for summary judgment, class certification
19 and decertification briefing supported by hundreds of exhibits, numerous witness and expert
20 witness declarations and appellate briefing, trial preparation including the production of experts
21 and reports on at least three different occasions, and two phases of the trial and post-trial briefs—
22 are described in depth below. (A copy of the entire docket printed from the Court’s website, is
23 attached hereto as Ex. 1.) They confirm the obvious, that this Settlement is deserving of final
24 approval and the fee and cost application, as well as the requested service awards and settlement
25 administration costs are reasonable and should be approved.

26 **2. The Filing of the Complaint, the FAC and the Pleading Challenges.**

27 20. Plaintiffs Elma Sanchez and Holly Wedding each reached out to attorneys at what
28 was then known as Kershaw Cutter & Ratinoff (now Kershaw Talley Barlow) and Shernoff

1 Bidart Echeverria Bentley (now Shernoff Bidart Echeverria and Bentley More) in or around
2 March 2013. They were deeply disturbed by the impending Challenged Increase. Counsel
3 commenced an analysis of the viability of filing a complaint against CalPERS and ultimately
4 these two firms filed a government class claim against CalPERS which was denied.

5 21. In or around May 2013, plaintiffs Richard and Eileen Lodyga reached out to me
6 and my partner Stuart Fraenkel seeking legal assistance in challenging the 85% increase. A
7 government class claim was filed on their behalf in July, 2013, which was also denied.

8 22. Thereafter, I reached out to counsel for Ms. Sanchez and Ms. Wedding and we
9 coordinated our efforts and reached an agreement to work cooperatively in filing a single case
10 against CalPERS.

11 23. In the Complaint filed on August 13, 2013, Plaintiffs Elma Sanchez and Holly
12 Wedding asserted a variety of claims and allegations including breach of contract, breach of
13 fiduciary duty and rescission.

14 24. Following the transfer of the case into the Complex Courts, Plaintiffs agreed to file
15 an amended complaint in which they added Plaintiffs Richard and Eileen Lodyga, and also named
16 various former members of the CalPERS Board of Administration as defendants with respect to a
17 breach of fiduciary duty claim. In the FAC, Plaintiffs also named as defendants Towers Watson
18 Co., Towers Perrin, Tillinghast-Towers Perrin (collectively the "Towers Defendants" or
19 "Towers"), actuarial firms that were involved in the development, pricing and marketing of the
20 LTC program prior to its inception through to 2004. Plaintiffs asserted claims for professional
21 negligence against those defendants.

22 25. In all, Plaintiffs asserted causes of action for breach of fiduciary duty, breach of
23 contract, breach of the covenant of good faith and fair dealing, rescission, declaratory and
24 injunctive relief and professional negligence in the FAC.

25 26. Plaintiffs alleged, among things, that at all times CalPERS knew, or should have
26 known, that its LTC policies were grossly underpriced, the program was underfunded and that
27 CalPERS was improperly investing the portfolio leading to claims for breach of fiduciary duty.
28 Plaintiffs further alleged that CalPERS breached its contract, a document entitled the Evidence of
Coverage (the "EOC") by increasing premiums in the face of language in the EOC that was

1 ambiguous and precluded CalPERS from increasing premiums. Plaintiffs further alleged that
2 increasing the premiums as to those with automatic inflation protection benefits was breach of the
3 express language of the EOC that stated: “Your premium will not increase as a result of these
4 annual benefit increases.”

5 27. On April 2, 2014, CalPERS filed a demurrer seeking the complete dismissal of the
6 FAC against CalPERS and the individual Board members without leave to amend on the grounds
7 that “CalPERS has a[] clear and explicit contractual right to impose the complained-of-premium
8 increases, which is dispositive of Plaintiffs’ contract based claims” and “CalPERS and the Board
9 Defendants are legally immune from Plaintiffs’ tort-based claims.” (CalPERS Demurrer, dated
10 April 2, 2014, at p. 25.)

11 28. The Towers Defendants also demurred seeking dismissal without leave to amend,
12 arguing that (1) Plaintiffs lacked standing to pursue the claims because they were not in
13 contractual privity with Towers, (2) the claims are time barred since the Towers Defendants last
14 performed their services for CalPERS in 2004; and (3) Plaintiffs cannot allege causation or
15 damages against the Towers Defendants.

16 29. Following extensive briefing on the demurrers, the Court (Hon. Jane Johnson)
17 overruled the demurrers in their entirety and further denied CalPERS’ request to certify the issues
18 for immediate appellate review under Code of Civil Procedure Section 166.1. (See Ruling on
19 Submitted Matter RE Demurrers to Corrected First Amended Complaint, dated May 29, 2014.)

20 30. At a Conference conducted in August 2014, Defendants requested a briefing
21 schedule for their motions for summary judgment signaling their intention to fight to the end.

22 **3. The Discovery Undertaken in the Case.**

23 31. In February 2014, Plaintiffs served interrogatories and document requests on
24 CalPERS. CalPERS responded and agreed to produce a very limited category of documents and
25 objecting on alleged privilege and other grounds to the vast majority of Plaintiffs’ discovery
26 requests. Plaintiffs also propounded discovery on the Towers Defendants and they too served
27 responses that were littered with objections.
28

1 32. Following the hearing on the demurrers, Defendants served extensive discovery
2 requests on the Plaintiffs and the discovery games began.

3 33. In all, there were more than 250 separate written discovery requests served by all
4 of the parties during the course of this case.³ There were 45 days of depositions taken of the
5 following witnesses:

Name	Number of Days
Dennis Admunson	1
Karen Van Amerongen	1
Douglas Arnold	1
Ann Boynton	4
Vincent Bodnar	1
Janis Campshure	1
Cabe Chadick (Plaintiffs' expert)	2
Malcolm Cheung (CalPERS expert)	1
Tyrone Espinoza	1
Peter Goldstein	1
Matthew Gregerson	1
Quintin Gregor	1
Clark Heitkamp (CalPERS expert)	1
Holly Wedding	2
Jeffrey Kinrich (CalPERS expert)	2
Eileen Lodyga	3
Richard Lodyga	2
Ari Loiben (Plaintiffs' expert)	1

26
27
28
³ A print out of all of the discovery requests and responses served through Case Anywhere is attached hereto as Ex. 2.

1	Gareth Maccartney (Plaintiffs' expert)	1
2	Martin Miller	1
3	Alan Milligan	1
4	David Norton	1
5	Amy Pahl (CalPERS' expert)	1
6	Stephen Prater (Plaintiffs' Expert)	1
7	Steve Pummer	1
8	Gordon Rausser (Plaintiffs' Expert)	1
9	Jeanne Schafer	1
10	Allen Schmitz (CalPERS' expert)	1
11	Scott Sykora	1
12	Vivek Shah (Plaintiffs' Expert)	1
13	Sandra Smoley	1
14	Eileen Tell	1
15	Terri Westbrook	1
16	Leonard Zucker	1

17
18 34. As noted above, CalPERS objected to many of Plaintiffs' document requests with
19 a welter of arguments including objections relating to closed session meeting privilege, the
20 legislative privilege, official information privilege, and the deliberative process privilege. Class
21 Counsel wound up engaged in a multitude of meet and confer sessions in an effort to resolve the
22 discovery disputes.

23 35. Despite these efforts, we ultimately had to file a lengthy motion to compel further
24 responses to document requests and special interrogatories in April 2015. On May 27, 2015, the
25 Court granted the motion and ordered CalPERS to provide further supplemental responses to
26 twelve special interrogatories and to produce all non-privileged documents in response to seven
27 document requests. CalPERS was further ordered to produce a privilege log and the Parties were
28

1 directed to meet and confer as to any documents for which the alleged privilege was contested on
2 the log. (Notice of Ruling, filed June 3, 2015, p. 2.)

3 36. Following the production of the privilege log, the Parties then engaged in another
4 round of meet and confers, which ultimately led to our filing another motion to compel
5 documents on the privilege log. (Motion to Compel, filed October 22, 2015.)

6 37. The motion to compel was heard on January 4, 2016 and the Court issued a
7 lengthy order directing the disclosure of certain documents, overruling many of CalPERS'
8 objections, requesting supplemental briefing as to the guidelines for the applicability of the
9 legislative privilege, sustaining certain of CalPERS' objections as to closed session privilege and
10 directing that certain documents be submitted to a special discovery master for in camera review
11 for the purpose of determining whether the documents were in fact closed session documents
12 subject to the closed session privilege or otherwise responsive.

13 38. Plaintiffs were ordered to pay the cost for the Special Master and to meet and
14 confer and submit an agreed on protocol for the Special Master by January 19, 2016.

15 39. The Parties ultimately agreed on a protocol and the selection of Hon. John W.
16 Kennedy, Jr. (Ret.). The Parties prepared and filed lengthy briefs and submissions to the Special
17 Master and participated in a full one day hearing on the issue. Thereafter, the Special Master
18 issued his report on April 13, 2016.

19 40. CalPERS objected to the report and requested a hearing. (See CalPERS' Notice of
20 Further Proceedings Regarding Findings and Recommendations of Special Master, dated April
21 15, 2016.)

22 41. Plaintiffs filed a response to CalPERS' Objection and to CalPERS' attempt to
23 thrust additional evidence before the Court on the issue of the ruling by the Special Master in the
24 form of a declaration of Kathy Donneson. (Plaintiffs' Response to CalPERS' Objection to April
25 13, 2016 Report of Special Discovery Master; Plaintiffs' Objection to Declaration of Kathy
26 Donneson, filed May 10, 2016.)

1 42. Shortly thereafter, the Special Master advised that he would issue a revised report
2 which was issued later in the year. Although it took nearly two years, ultimately Plaintiffs were
3 successful in obtaining many of the documents that CalPERS had withheld.

4 43. In all, over 100,000 pages of documents were produced in discovery in this case
5 from the defendants and through third party subpoenas. This does not include the massive
6 amount of data that was produced by the Long Term Care Group (“LTCG”) for analysis by
7 Plaintiffs’ experts both for purposes of litigation and mediation. Counsel reviewed and analyzed
8 all of these documents and had them loaded into a searchable database.

9 44. In addition, Counsel traveled to Minnesota to take the depositions of
10 representatives of LTCG, the third party administrator for the CalPERS LTC program. In
11 response to subpoenas served on LTCG, it produced thousands of pages of documents including
12 pricing and marketing materials as well as data regarding the class. These documents were also
13 reviewed and analyzed by Counsel.

14 45. Plaintiffs served 29 separate sets of written discovery on the defendants including
15 eight sets of document requests and six sets of special interrogatories on CalPERS. Plaintiffs
16 served three separate sets of document requests on the Towers Defendants along with special and
17 form interrogatories. (See, Ex. 2.)

18 46. Plaintiffs also were subjected to discovery and in all each of the Plaintiffs
19 responded to thirteen separate sets of written discovery. The Lodygas produced 586 pages of
20 documents and Ms. Wedding produced 670 pages of documents. Ms. Lodyga was subjected to
21 three days of deposition and Mr. Lodgya and Ms. Wedding were subjected to two days of
22 deposition.

23 47. The foregoing does not take into account the massive amount of work that was
24 required to be done to retain and prepare the numerous experts hired. In all, Plaintiffs retained
25 more than 8 experts on various issues. Ultimately the actuarial and economic experts were those
26 that would testify at trial. We worked with each of these five experts, preparing them for
27 depositions and working with them on the preparation of “federal style” expert reports ordered by
28

1 the Court. The work performed by Counsel with respect to experts and the work of Plaintiffs'
2 experts is discussed further below.

3 48. In summary, there was a massive amount of discovery conducted in this case with
4 multiple motions to compel, multiple rounds of briefing on privilege issues that are not the norm,
5 such as closed session, legislative actions, official acts and deliberative privilege objections.
6 Counsel pressed on and never gave up in seeking to obtain all discovery necessary to fully
7 prosecute this case on behalf of Plaintiffs and the Class.

8 **4. Plaintiffs' Motion for Class Certification.**

9 49. On September 15, 2015, Counsel filed a lengthy and detailed motion for class
10 certification supported by expert declarations as well as a wealth of documentary evidence.
11 CalPERS and the Towers Defendants each filed massive oppositions to the motion supported by
12 competing expert declarations and declarations from individuals who were identified as class
13 members and who opposed certification. They were Leonard Zucker, Terri Westbrook, and
14 Jeanne Schafer who opposed certification.

15 50. Plaintiffs immediately noticed the depositions of the foregoing individuals and
16 took their depositions and determined that certain of these individuals were not in the then
17 putative class and further uncovered that most of them did not understand the basic facts of the
18 case or the relief that Plaintiffs sought. Plaintiffs sought to strike their declarations and also filed
19 detailed replies to the oppositions of CalPERS and the Towers Defendants.

20 51. In all, more than 4,000 pages of documents were filed in support of and in
21 opposition to Plaintiffs' motion for class certification.

22 52. On November 23, 2015, the Court heard lengthy argument on the motion and then
23 allowed further briefing on certain issues raised during the argument by CalPERS and the Towers
24 Defendants.

25 53. Following that supplemental briefing, on January 28, 2016, the Court issued its
26 ruling granting the motion for class certification as to CalPERS on the breach of contract and
27 breach of fiduciary duty claim and as to the Towers Defendants on the negligence claim. (Ruling
28

1 on Submitted Matter RE Motion for Class Certification and Ruling on Evidentiary Objections,
2 filed Jan. 28, 2016. Ex. 3 hereto.)

3 54. On March 28, 2016, the Court set a Trial Readiness Conference for September 18,
4 2017. And, Plaintiffs endeavored to obtain agreement with the defendants on a form of notice to
5 be issued to the certified class but were stymied by CalPERS' counsel who refused to agree to the
6 form of notice or the proposed manner of notice.

7 55. On April 20, 2016, following the retirement of the Honorable Jane Johnson, the
8 case was reassigned to the Honorable Ann I. Jones. Judge Jones intervened on the issue of notice
9 and on June 21, 2016, the Court issued its order approving the form and manner of notice to the
10 Class. In response to that notice, 169 class members asked to be excluded from the certified
11 class.

12 **5. Towers Files a Motion for Summary Judgment but Prior to the Hearing,**
13 **A Settlement was Reached with Towers**

14 56. In July 2016, pursuant to a stipulation between counsel for Plaintiffs and Towers,
15 the Court ordered Towers to file its motion for summary judgment by November 15, 2016 and
16 further set a briefing schedule and hearing on February 3, 2017. (Order, dated July 22, 2016.)

17 57. The Parties engaged in further discovery in the interim including taking the
18 depositions of former Towers employees. In November 2016, Towers filed its motion for
19 summary judgment and Plaintiffs filed their opposition in January, 2017.

20 58. Following the filing of Plaintiffs' opposition, counsel for Towers approached
21 Class Counsel to determine whether there was any interest in mediating the case. The parties
22 agreed to conduct a mediation before an experienced mediator from Washington D.C., Nancy
23 Lesser of PDX ADR. And, the hearing on the Towers' summary judgment motion was continued
24 to allow the parties an opportunity to conduct mediation on March 1, 2017.

25 59. After extensive briefing and an lengthy mediation session, Plaintiffs reached an
26 agreement to settle the claims with Towers for \$9.75 million. Towers' motion for summary
27 judgment was never ruled on. Instead, the parties presented their motion for preliminary approval
28 and after extensive briefing on settlement issues, the Court granted preliminary approval

1 on October 25, 2017. The settlement provided for the payment of cash to members of the
2 certified class which was comprised of approximately 122,000 individuals. Counsel did not seek
3 any fees from the settlement but did seek reimbursement of out of pocket expenses of
4 approximately \$600,000 that had been incurred and the creation of a cost fund in the amount of
5 \$1 million. The settlement with Towers also required that Plaintiffs file a further amended
6 complaint upon the granting of final approval that modified the allegations as against the Towers
7 Defendant and it required a finding of good faith in Towers favor.

8 60. In response to the notice that was disseminated to the certified class, 93 objections
9 were filed to the Towers settlement. On January 26, 2018, the Court conducted a lengthy almost
10 two hour hearing where many objectors appeared and spoke out against the settlement. After
11 hearing the views of the objectors, the Court granted final approval to the Towers settlement.
12 (Order, dated January 26, 2018.) Thereafter, pursuant to the terms of the settlement, Plaintiffs
13 filed their Second Amended Complaint on January 30, 2018.

14 **6. CalPERS Files a Motion for Summary Judgment**

15 61. On March 28, 2016, the Court set the case for trial in October 2017 and the parties
16 were steaming forward to trial. In March 2017, CalPERS filed a summary judgment/summary
17 adjudication motion, seeking dismissal of all claims against it and the individual Board
18 defendants. CalPERS raised a welter of arguments in support of its motion, including that
19 Plaintiffs' contract claim was time-barred, CalPERS was entitled to raise premiums under the
20 terms of the EOC, and defendants were immune from liability for breach of fiduciary duty
21 because their actions were discretionary.

22 62. Plaintiffs filed their opposition on April 28, 2017, and CalPERS filed its reply on
23 May 18, 2017. More than 6,200 pages of documents were filed in support of and in opposition to
24 CalPERS' summary judgment motion, including expert declarations.

25 63. A lengthy hearing was held on June 8, 2017 and at the conclusion of the hearing
26 the Court, without issuing a ruling, signaled its intention to continue the trial date and require
27 Plaintiffs to file a proposed trial plan. (Transcript, June 8, 2017, p. 74-76.) The Court further
28 engaged in a discussion with counsel directed to the Court's interest in determining whether

1 there were any issues that could be resolved that would provide information that would aid in
2 advancing a settlement of the case. (*Id.*, pp. 74-81.) Prior to and at the hearing CalPERS made
3 clear that it intended to seek to decertify the class. (*Id.*, 81-85.)

4 64. On June 15, 2017, the Court issued its ruling on the motion, denying summary
5 judgment but granting summary adjudication as to the breach of fiduciary duty and rescission
6 causes of action. (See Ruling on Motion for Summary Judgment/Summary Adjudication, filed
7 June 15, 2017 [Nelson Decl., Ex. 4].) In denying the motion as to the contract claim, the Court
8 stated:

9 Plaintiffs have raised a triable issue as to whether the CalEPRS Defendants breached
10 these provisions of the EOC by imposing the 85% premium increase on certain LTC1
11 and LTC2 policyholders, as opposed to all LTC1 and LTC2 policyholders across the
12 board. Rather than increase premiums “on an issue-age basis for all similar *coverage*”
as the EOC permits, Plaintiffs claim that CalPERS increased premiums based on the
policyholder’s *benefits*. . . .

13 Futher the unambiguous terms of the EOC do not permit rate increases that are the
14 “result of” increasing benefits owed to policyholders who purchased inflation
protection.

15 (*Id.*, pp. 11-12, emphasis in original.) And in a footnote to the citation to the terms “coverage”
16 and “benefits,” the Court noted that “[t]his distinction by Plaintiffs between “coverage” and
17 “benefits” is a reasonable interpretation” because “the EOC distinguishes between these two
18 terms.” (*Id.*, p. 12, n. 11.)

19 65. As a result of the Court’s dismissal of the breach of fiduciary duty claim, the
20 individual defendants were dismissed from the case.

21 **7. Plaintiffs File a Trial Plan, CalPERS Fails to Decertify the Class and It**
22 **Files A Writ**

23 66. A Status Conference was set for July 18, 2017. In a Joint Report filed with respect
24 to that conference, CalPERS stated:

25 This matter unfortunately does not lend itself to trial management measures designed
26 to facilitate potential settlement, such as an early trial of the non-certified declaratory
27 relief claim. The problem is that CalPERS could not settle this matter if it wanted to.
28 As explained below, the CalPERS Long Term Care Program is wholly dependent
upon a closed fund without access to monies for extraordinary expenses. Any
material settlement payment, or indeed, any judgment requiring the reimbursement

1 of increased premiums would simply require CalPERS to increase premiums to
2 maintain the actuarial solvency of the Program. Under these circumstances, CalPERS
has no choice but to seek to vindicate its defenses in this matter.

3 (Joint Status Conference Statement, filed July 12, 2017, pp. 4-5 [Ex. 5].)

4 67. At the Conference, in addition to discussing issues relating to the Trial Plan,
5 Plaintiffs raised an issue that had been confounding them for nearly a year – obtaining data from
6 the LTCCG necessary for Plaintiffs’ experts to prepare damage calculations. As Plaintiffs noted, in
7 the Joint Status Conference Statement:

8 Since November 2016, the parties have been engaged in extensive meet and confer
9 efforts to obtain computer data from CalPERS and its vendor, the [LTCCG], concerning
the policyholders enrolled in the CalPERS LTC program. After several months of
10 determining what data was available and plaintiffs agreeing to share the cost of
extracting the data, LTCCG eventually produced data files on April 4, 2017. On April
11 18, 2017, the plaintiffs took the deposition of the LTCCG person most knowledgeable
concerning the data that was produced. But the individual designated by LTCCG was
12 not qualified to testify on numerous issues where testimony was required and it became
apparent that much of the data that was needed by Plaintiffs’ experts had not been
13 produced.

14 . . .

15 Despite repeated promises by LTCCG to produce the requested data and information, to
date, it has not yet been produced.

16 (*Id.*, pp. 7-8.) Inexplicably, CalPERS flat out refused to assist in this process of data gathering
17 claiming it had no control over the LTCCG.

18 68. At the Status Conference, CalPERS requested, and the Court granted it leave to
19 retake the depositions of the Plaintiffs and it further allowed Plaintiffs time to obtain the
20 necessary documentation from LTCCG. At a further Status Conference in September 2017, the
21 Court set a schedule for the filing of Plaintiffs’ Proposed Trial Plan, CalPERS’ motion for
22 decertification, disclosure of experts and rebuttal experts, deadline for completion of expert
23 discovery. The trial was set for November 19, 2018.

24 69. In December 2017, Plaintiffs filed their Proposed Trial Plan, and on February 5,
25 2018, CalPERS filed its motion to decertify the class. In that motion, CalPERS raised a welter of
26 arguments in support of decertification including (1) that extrinsic evidence as to each class
27 member’s interpretation of the EOC and as to the circumstances under which class members
28

1 entered into the EOC was required to prove Plaintiffs' contract claim, (2) the existence of intra-
2 class and conflicts with class counsel precluded certification, and (3) that there was no
3 manageable way to prove damages.

4 70. On March 7, 2018, Plaintiffs filed their opposition and after CalPERS filed its
5 reply, the Court conducted a lengthy hearing. On May 15, 2018, the Court issued its Order
6 denying the motion for decertification in its entirety, rejecting each and everyone of CalPERS'
7 arguments. (Order on Motion for Decertification, dated May 15, 2018 [Ex. 6 hereto].)

8 71. Undaunted, on July 9, 2018, CalPERS filed a petition for writ of mandate as to the
9 Court's denial of certification. Plaintiffs filed a preliminary opposition to the petition. And,
10 CalPERS filed a reply.

11 **8. The Writ Is Denied, The Case Presses Forward To Trial.**

12 72. CalPERS' position that it would never settle this case, although apparent from the
13 inception, became even more apparent in its actions leading up to trial. Thus, settlement short of
14 trial was clearly not in the cards.

15 73. In December 2018, the appellate court summarily denied CalPERS' writ.

16 74. Plaintiffs and CalPERS served the expert designations and expert discovery
17 commenced in December 2018 and continued through January 2019. CalPERS' depositions of
18 Plaintiffs' experts were contentious and long.

19 75. On January 17, 2019, CalPERS associated in additional counsel, the law firm of
20 Durie Tangri LLP.⁴

21 76. Following the completion of the expert discovery, the Parties filed a multitude of
22 motions in limine directed to experts and other issues. The Court set a two-day hearing in April
23 to consider the motions as they related to experts and directed the Parties to have their experts
24 available for the hearings.

25 77. Trial was scheduled to commence in June, 2019.

26
27 ⁴ The Durie Tangri firm substituted in place of Drinker Biddle in September 2020. And, in early
28 2023, Durie Tangri merged with Morrison & Foerster.

1 78. In March 2019, the case was transferred to this Court and orders issued by this
2 Court ultimately altered the landscape of the pre-trial and trial proceedings. Among other things,
3 the Court cancelled the two day hearing on motions in limine. And, on May 23, 2019, this Court
4 announced that it was reconsidering *sua sponte* the ruling of the Honorable Ann Jones on
5 summary judgment as to one issue of contract interpretation and specifically that “[t]he
6 distinction by Plaintiffs between ‘coverage’ and ‘benefits’ is a reasonable interpretation.” (See
7 May 23, 2019 Tentative attached to Defendant’s Notice of Ruling, filed May 30, 2019, at p. 4.)

8 79. Ultimately the Court rejected Judge Jones’ ruling on that issue. (See, Notice of
9 Ruling and Exhibit, filed May 30, 2019, pp. 4-5 [Ex. 7]). And in May 2019, the Court granted
10 CalPERS’ motion to bifurcate the case and set the first phase of the trial to commence on June 10,
11 2019. The Court also granted CalPERS’ motion to file a cross complaint, over the vigorous
12 objection of Plaintiffs, thus laying the groundwork for the Court’s Statement of Decision
13 outlining the circumstances under which CalPERS may raise premiums.

14 80. On June 10, 2019, the trial commenced and the first and second phases were
15 concluded by June 11, 2019. The Court, pursuant to *Cottle v. Superior Court* (1992) 3
16 Cal.App.4th 1367, 1381, issued a written order on briefing as to the statute of limitations, striking
17 CalPERS’ statute of limitations defense. That decision was ultimately incorporated in the
18 Statement of Decision. The Court further requested that the Parties submit drafts of their
19 respective Statements of Decision. On July 1, 2019, the Court issued its draft Proposed Statement
20 of Decision on July 1, 2019.

21 81. It was only then that CalPERS for the first time broached the idea of a settlement.
22 The Parties agreed to engage the Honorable Layn Phillips (Ret.) who is a highly respected
23 mediator who has been responsible for settlements in some of the most contentious and complex
24 cases including the *NFL Concussion Litigation*, the *DOE Rockwell Rocky Flats Nuclear Plant*
25 *Litigation*, the *Michigan State University Sexual Abuse Cases*, the *Merck Vioxx Securities*
26 *Litigation*, the *High Tech Employees Antitrust Litigation*, the *Anthem Data Breach Litigation*, the
27 *Walmart Consolidated Wage and Hour Litigation*, and the *Wells Fargo Financial Accounts*
28 *Securities Litigation*.

1 82. The Court agreed to hold its draft Statement of Decision under submission to
2 provide the Parties with the opportunity to conduct settlement negotiations.

3 83. Efforts to resolve the case commenced in August 2019 and continued through
4 approximately January 2020. The negotiations involved three in-person all day sessions on
5 September 4, 2019, October 7, 2019 and November 14, 2019 where Plaintiffs and CalPERS
6 representatives were in attendance as well as counsel. The Parties also had their respective
7 actuarial experts available to address financial issues relating to the LTC Fund.

8 84. The negotiations were complicated and difficult, largely because CalPERS’
9 intransigence and refusal to consider a resolution had driven the case into its then-seventh year
10 and the damages had ballooned into the billions. CalPERS, of course, disputed the amount of
11 Plaintiffs’ experts calculated damages. CalPERS claimed there were no damages – a position that
12 was clearly untenable, but it also claimed that the damages were a fraction of what Plaintiffs’
13 expert claimed because it maintained had the 85% rate increase not been implemented, an 79-
14 80% rate increase would have been imposed as to all policyholders.

15 85. Given the complexity of the issues and the amount of Plaintiffs’ anticipated
16 damage award, Plaintiffs undertook efforts to engage the State of California in the settlement
17 negotiations. CalPERS declined to participate in those efforts to obtain participation from the
18 State of California. Ultimately despite extensive efforts, Plaintiffs were unsuccessful in having
19 the State participate in negotiations.

20 86. During that period, the Parties continued to press forward to the third phase of the
21 trial. In August, 2019, CalPERS filed a motion to reopen expert discovery so that it could
22 designate new experts – a motion that was vigorously opposed by Plaintiffs. The Court in
23 October 2019, allowed CalPERS leave to designate new experts.

24 87. By February 2020 it was clear that a settlement could not be achieved and the
25 Court issued its Proposed Statement of Decision and the parties filed their respective objections to
26 the Proposed Statement.

1 88. The Court conducted a Trial Readiness Conference in late February 2020 and set a
2 further schedule on proceedings including the filing of a motion to amend the complaint. The
3 hearing on objections was originally scheduled for March 2020.

4 89. And on March 16, 2020, the world (and the Los Angeles Superior Court) shut
5 down as a result of the COVID 19 pandemic.

6 90. The court reopened for remote proceedings in June 2020. On July 1, 2020, the
7 Court heard argument on the Proposed Statement of Decision and Plaintiffs’ motion to amend the
8 complaint. The Court filed its Statement of Decision on July 27, 2020 and granted Plaintiffs
9 leave to amend their Complaint to clarify that CalPERS is named as a defendant as an agency of
10 the State of California. (A copy of the Statement of Decision RE Bifurcated Court Trial, is
11 attached as Ex. 8; a copy of the Notice of Ruling as to the Motion for Leave to Amend is attached
12 as Ex. 9; a copy of the Transcript of the Hearing on July 23, 2020 where the Court overruled the
13 objection to the Notice of Ruling, is attached as Ex. 10, see Transcript pp. 11-12.) In granting
14 Plaintiffs’ motion for leave to amend, motion the Court made clear that it was unpersuaded that
15 any legal separateness exists between the CalPERS Long-Term Care Fund from the California
16 Public Employees’ Retirement System, an agency of the State of California and any legal liability
17 that results from a judgment in this case against defendant California Public Employees’
18 Retirement System, an agency of the State of California, will ultimately be the legal responsibility
19 of the State of California. (Ex. 9, p. 2; Ex. 10, Transcript pp. 11-12 .)

20 91. The Parties then continued to press forward to the third phase of trial – however,
21 the pandemic created issues as to the date on when any trial could commence. During this period
22 CalPERS filed motions demanding that the Plaintiffs’ experts produce “federal style reports” and
23 that the reports be sequenced in the manner of the Federal Rules of Civil Procedure. Plaintiffs
24 objected to sequencing and the demand that experts prepare extensive reports which are
25 extremely costly. The matter was addressed through a formal motion and hearing and the Court
26 declined to require sequencing but ordered that the Parties have their experts produce more
27 detailed written reports than is otherwise required.
28

1 92. Counsel spent countless hours with their experts who produced their written
2 reports in October and November 2020. The depositions of the experts were scheduled to
3 commence in December when CalPERS again reached out with a proposed settlement. After
4 further mediation proceedings before the Honorable Layn Phillips, the Parties ultimately agreed
5 to a settlement that was submitted to the Court for preliminary approval in July 2021.

6 **9. The First Settlement**

7 93. The First Settlement which was agreed to in principal in or around March, 2021,
8 and documented and presented for preliminary approval in July 2021 provided that Settlement
9 Class Members could surrender their policies for a 100% return of all premiums paid, or transfer
10 their premium refunds for a potential Replacement LTC Policy not issued by CalPERS. At the
11 time, no Replacement LTC Policy had been obtained and Class members were informed that a
12 replacement policy might not be available. The First Settlement required that any Class member
13 who wished to retain their CalPERS LTC policy opt out of the Settlement entirely but the
14 settlement had a termination provision which allowed CalPERS to terminate if more than 10% of
15 the Class excluded themselves.

16 94. The Court granted preliminary approval in July 2021 and notice of the First
17 Settlement was mailed to Class members in August 2021.

18 95. In the months following notice of the First Settlement, we devoted hundreds of
19 hours educating Class Members about the settlement and assisting them with claims. We hosted 5
20 webinars for Class Members, attended by more than 6,000 potential Class Members, and we also
21 posted a presentation about the Settlement on the settlement website.

22 96. Both before and after preliminary approval, we worked to find updated contact
23 information—emails, mailing addresses, and phone numbers—for hundreds of Class Members.
24 We also made an effort to call hundreds Class Members for whom we had phone numbers and
25 who had not submitted a claim to inform them of the Settlement and ask if they had questions or
26 needed help submitting a claim.

1 97. All this took months of time with a multitude of lawyers and paralegals working to
2 ensure as many Class Members as possible were informed of the Settlement, the applicable
3 deadlines, had their questions answered, and had all information necessary to make a decision.

4 98. Counsel also spent countless hours working with insurance brokers in an effort to
5 obtain an alternative policy. CalPERS declined to participate at all in any effort to locate an
6 alternative policy and as a result this process fell solely in to the hands of Counsel. In all, the
7 insurance brokers retained by Counsel contacted 90 insurance carriers with the proposal, and
8 submitted extensive documentation. Counsel met repeatedly with the brokers and also with
9 representatives of various insurance carriers to supply information and answer questions
10 regarding the settlement and other issues. Our experts were also engaged in this process and
11 spent hundreds of hours preparing analyses to allow the carriers to consider the proposal. Despite
12 the massive effort undertaken on this to locate an alternative policy, not one carrier would accept
13 the risk even though the amount to be transferred was estimated to be in the billions.

14 99. In November 2021, we were informed that no replacement policy would be
15 forthcoming. Class members who had elected the potential replacement policy were informed
16 and were provided additional time to make a new election as to whether to exclude themselves
17 from the Class and retain their CalPERS LTC policy or surrender the policy and accept a
18 premium refund.

19 100. By February of 2022, the Parties were aware that more than 30% of the Settlement
20 Class had requested to be excluded from the Settlement Class because they wanted to retain their
21 CalPERS LTC policies. And in April 2022, the First Settlement was formally terminated
22 pursuant to its terms.

23 **10. The Second Settlement**

24 101. Before and after the formal termination of the First Settlement, the Parties re-
25 engaged with Judge Phillips to determine whether a revised settlement could be achieved.
26 Extensive analysis was undertaken of the financial issues that plagued any settlement of this case.
27 And, Counsel also redoubled their efforts to engage the State of California in the negotiations.
28

1 For more than 11 months, from at least March 2022 to December 2022, the Parties were engaged
2 in settlement discussions through Judge Phillips

3 102. At the same time, Plaintiffs also redoubled their efforts to bring the case to a
4 conclusion through the third phase of trial. These efforts continued to be stymied by the
5 pandemic. Further, although expert reports had been completed prior to the First Settlement, the
6 Parties realized that the delay required new reports. Plaintiffs again engaged in extensive efforts
7 with their experts who presented their updated reports in October 2022. Depositions of all of the
8 experts were conducted in November and December and by December 15, 2022 all expert
9 depositions were concluded. There remained the preparation of pre-trial documents including,
10 motions in limine, witness and exhibit lists and all other pre-trial documents. The case was set to
11 commence trial in May 2023.

12 103. Late in December 2022, an agreement in principal was reached as to the Second
13 Settlement. The Parties pressed quickly to document the Second Settlement which was presented
14 for Preliminary Approval to the Court on March 8, 2023. The Court granted preliminary approval
15 and notice was given in April, 2023.

16 104. Once again, Counsel did not just sit back but rather engaged fully in the notice
17 process and responding to Class Members' questions and concerns. In all from April 2023 to July
18 2023, Class counsel have communicated with over 7,000 Class members either telephonically or
19 by email. Given the average age of the Class members, the telephone calls last on average about
20 15 minutes. Further, Class counsel have responded to hundreds of inquiries from policyholders
21 who are not Class members but who wish desperately to be included in the Settlement.

22 105. Counsel are not surprised, therefore, that the Class Members' reaction has been
23 overwhelmingly positive. Counsel has spoken with a thousands of Class Members who were
24 supportive of Counsel's efforts and the results obtained. Numerous Class Members have
25 expressed the appreciation for the extensive efforts that Counsel have made in this case and their
26 satisfaction with the Settlement. In fact, a common question Class Members ask Counsel is when
27 will the settlement be final and when will they be paid. (*Ibid.*)
28

1 **F. Plaintiffs’ Counsel Have Spent More Than 48,600 Hours Prosecuting this Case**
2 **and More than \$3.8. Million in Costs.**

3 106. I respectfully submit that the fee request is fair and reasonable given the
4 considerable risk we assumed to pursue this case, the risk of receiving no payment, the massive
5 amount of work we performed during the nearly decade long litigation, the over \$3.8 million in
6 costs that we spent, and the overwhelming support shown for the Settlement by Class Members.

7 107. Here, the requested fees—which amount to approximately 11% of the total
8 Settlement value—fall well within the norm for attorneys’ fees awarded in class actions and are
9 justified by the extraordinary result we obtained for the Class.

10 **1. The Time And Work Performed By Attorneys At Nelson & Fraenkel**

11 108. In my firm attorneys and paralegals have been involved in every aspect of this case
12 since before it was filed, including, among other things: working directly with Plaintiffs, Eileen
13 and Richard Lodyga, who contacted us and other Plaintiffs’ counsel to review the evidence,
14 develop the legal theories of the case and to prepare the case prior to its filing; the submission of a
15 governmental claim; preparation of the initial complaint; further developing the litigation strategy
16 and drafting and responding to discovery requests; preparing for and taking depositions of
17 defendants’ corporate representatives, experts, and deposing third-party witnesses; analyzing tens
18 of thousands of pages of documents produced by the defendants; briefing discovery motions,
19 oppositions to the demurrer and two motions for summary judgment, class certification,
20 decertification, and motions in limine; working with and preparing expert reports and preparing
21 experts for depositions; preparing for and trying the first two phases of the trial in the matter;
22 participating in multiple mediation sessions; preparing filings in support of the three settlements
23 achieved in this case and communicating with thousands of individual class members. In short, I
24 and the other lawyers and staff at my firm have been and will continue to be heavily involved at
25 every stage of this case until it is finally resolved.

26 109. The firm resume of N&F and the biographical information concerning myself and
27 the attorneys at N&F who worked on this case are attached as Ex. 13. To the best of my
28 knowledge and following a reasonable investigation, there are no conflicts between my firm and
29 the members of the Settlement Class in this matter.

110. I have been an attorney licensed to practice in California for nearly 40 years and have spent years litigating complex class action cases as well as catastrophic injury and wrongful death cases. I, through my firm or with prior firms that I have been affiliated with, have been appointed as lead counsel in class actions filed both in state and federal courts. In the attached resume, there is a listing of the some of the class actions for which I have been responsible for representing the Plaintiffs. These cases include securities class actions, antitrust class actions, environmental damage class actions, insurance class actions, and consumer class actions, including one consumer class action that was tried to a jury verdict in the Central District of California in 2015. During my career I have litigated more than 50 class actions to completion.

111. As of June 30, 2023, attorneys and other professionals at my firm have spent 9,354.77 hours on this case. Moreover, given the nature of the case and our role, I anticipate spending substantial time after final approval making sure that the Settlement and resulting claims and payment process is efficient and effective for class members, which is not included in the hours listed below. Given the extensive communications that we have had with Class Members over the past decade—and in particular the past three years—I anticipate that we will spend well over 200 additional hours communicating with Class Members and assisting them with the many details of the claims process that will occur after the final settlement date.

112. The amount of time expended by each timekeeper as of June 30, 2023, and the current (or historical designated by *) hourly rate for each is as follows:

Timekeeper	Position	Hours	Billing Rate	Lodestar
Gretchen M. Nelson	Senior Partner	8,754.2	\$1,200.00	\$10,506,240.00
Stuart R. Fraenkel	Senior Partner	42.3	\$1,050.00	\$44,415.00
Gabriel Barenfeld	Partner	276.7	\$950.00	\$262,865.00
Andrew Ciganek	Associate	183.95	\$400.00*	\$73,580.00
Andrew Porter	Associate	35.12	\$400.00*	\$14,048.00
Michael Levin	Senior Paralegal	62.5	\$350.00	\$21,875.00
Total		9,354.77		\$10,923,023.00

1 113. I firmly believe, based on my knowledge and experience, that all the time
2 expended by this firm was necessary to the successful prosecution and resolution of this case.
3 Upon request, my firm can provide detailed time records to the Court for an In Camera Review.

4 114. The current hourly rates used to calculate the lodestar for my firm's work in this
5 case are reasonable, commensurate with my experience and the experience of the attorneys,
6 clerks, and paralegals in this firm. Further with respect to three associates, Andrew Ciganek and
7 Andrew Porter, we have calculated their lodestar at their hourly rate the last year that they were
8 with the firm which was 2016 and 2017, respectively.

9 115. The hourly rates noted above are also commensurate with the rates being charged
10 by other law firms in the Los Angeles market. A report published by the National Law Journal
11 providing the 2017 billing rates for firms based in California or with significant offices in
12 California confirms the reasonableness of our fees. According to the report, the billing rates in
13 2017 for the following firms are: Greenberg Traurig (Partners: \$625-\$1080, Associates \$450-
14 \$475); Jones Day (Partners: \$700-\$1050, Associates: \$300-\$800); Kirkland & Ellis (Partners:
15 \$235-\$1,410, Associates \$210-295); Pillsbury Winthrop Shaw Pittman (Partners: \$790-\$1235,
16 Associates, Average \$680); Reed Smith (Partners: \$820-\$902, Associates: \$425-\$675); Sidley
17 Austin (Partners: \$965-\$1180, Associates: Not available); Winston & Strawn (Partners: Average
18 \$930, Associates \$560-\$750); Locke Lord LLP (Partners: \$295-\$1195, Associates \$250-\$875).

19 116. Defense counsel in this case, Morrison & Foerster, submitted a fee application in
20 2021 in the case of *National Abortion Federation v. The Center for Medical Progress*, (N.D. Cal)
21 Case No. 3:15-cv-3522, in which it sought recovery for its hourly rates for partners or of counsel
22 from the period 2018 to 2021 ranging from \$925 to \$1200 per hour, associates at rates ranging
23 from \$550 to \$925 and paralegals ranging from \$295 to \$400 per hour. (*Id.*, Dkt. 727, pp. 20-23
24 & Dkt 756-2, pp. 16-18, ¶¶ 40-44.) And, in *Chuck Close v. Sotheby's Inc.*, 909 F.3d 1204, 1213-
25 14 (9th Cir. 2018), the Ninth Circuit granted Morrison & Foerster's application for attorneys' fees
26 at hourly rates of \$1,057.50 in 2018 for partners and hourly rates of \$540 and \$625.50 for
27 associates. (See Dkt. No. 72-3, 9th Cir. Case No. 16-56234.)

28 117. Moreover, the hourly rates used to calculate the lodestar fall well within the range
approved as reasonable by courts in similar class action cases. (See, e.g., *Cummings v. Dolby*

1 *Labs., Inc.* (C.D.Cal. Apr. 20, 2021) 2021 U.S.Dist.LEXIS 76965, at *5 [noting how partners
2 have an hourly rate ranging from \$450 to \$955, and associates from \$382 to \$721, in Los
3 Angeles]; *Dawson v. Hitco Carbon Composites, Inc.* (C.D.Cal. Nov. 25, 2019) 2019
4 U.S.Dist.LEXIS 226687, at *23 [same]; *McAllister v. St. Louis Rams, LLC*, (C.D. Cal. July 2,
5 2018) 2018 U.S. Dist. LEXIS 227704 [\$610 to \$975 was reasonable rate for attorneys in Los
6 Angeles]; *Ellick v. Barnhart* (C.D. Cal. 2006) 445 F. Supp. 2d, 1166, 1169-1171 [reporting
7 decisions approving fee awards involving range of net hourly rates of up to \$ 982 per hour]; *In re*
8 *High-Tech Emp. Antitrust Litig.* (N.D. Cal. Sept. 2, 2015) No. 11-cv-2509-LHK, 2015 WL
9 5158730, at *9 [finding reasonable “billing rates for partners [that] range from about \$490 to
10 \$975. . .billing rates for non-partner attorneys, including senior counsel, counsel, senior
11 associates, associates and staff attorneys, [that] range from about \$310 to \$800, with most under
12 \$500”]; *Banas v. Volcano Corp.* (N.D. Cal. Dec. 12, 2014) No. 12-cv-01535-WHO, 2014 WL
13 7051682, at *5 [approving fees for rates with rates ranging from \$355 to \$1,095 per hour finding
14 the rates to be within the range of prevailing rates and relying on the Valeo Attorney Hourly
Rates and AFA Database].) (Portions of the 2017 Valeo Report are attached as Ex. 11.)

15 118. And, the hourly rates are commensurate with the market rates as reflected in a
16 court approved and adopted survey of attorney hourly rates known as the Laffey Matrix, a copy of
17 which is attached as Ex. 12 and is available at www.laffeymatrix.com/see.htmlt.

18 119. From the inception of this case to the present, my firm and Kreindler incurred a
19 total of \$1,249,637.88 in out-of-pocket expenses. We have been reimbursed \$491,334.94 from
20 the Towers settlement. My firm will incur additional expenses after final approval for which we
21 are not seeking recovery. Thus, the total amount of expenses for which my firm seeks recovery is
22 \$758,302.94.

23 120. The following describes by category the type of expenses and the amount of those
24 expenses for all expenses incurred from inception to the present. However, as noted above,
25 \$491,334.94 of the total were reimbursed from the Towers settlement.
26
27
28

Expense Category	Amount
Assessments	\$106,197.36
Filing Fees	\$1,973.25
Process Server Fees/Attorney Service	\$14,019.85
Expert Fees	\$891,063.27
Court Reporter Hearing and Deposition Fees	\$84,398.29
Webinar Hosting	\$15,000.00
Professional Fees/Executive Presentations	\$31,727.16
Mediation Fees	\$72,257.75
Printing/Photocopies	\$8,923.23
Messenger and Delivery	\$1,230.69
Travel	\$15,702.39
Case Anywhere Charges/Court call	\$7,144.64
Total	\$1,249,637.88

121. The foregoing expenses were necessarily incurred to prosecute this case to its conclusion. I have reviewed the expenses and accompanying invoices and can confirm that they are reasonable.

2. The Time and Effort Spent by all Class Counsel

122. From the inception of this litigation to date, Plaintiffs' counsel collectively devoted over 48,600 hours to this case and have a lodestar of \$36,575,585.40. The breakdown for each firm is set forth below.

Firm	Hours	Lodestar
Shernoff Bidart Echeverria	11,678.35	\$10,704,299.05
Kershaw Talley Barlow LLP	20,554.00	\$14,622,700.00

Nelson & Fraenkel LLP (including Kreindler)	9,354.77	\$10,923,023.00
Bentley More LLP	7,112.70	\$6,325,563.40
Total	48,699.82	\$36,575,585.40

123. The lodestar is reasonable. It reflects almost a decade of work by a small team of experienced lawyers working on complex case to achieve an unprecedented result. The results reflect that Counsel spent hours on relevant activities like fact investigation and legal research to put this novel and complex case together, the thousands of hours it took to litigate a years-long and contentious discovery process, the thousands of hours it took to brief, argue and oppose challenges to class certification, summary judgment, and a multitude of other motions, not to mention the thousands of hours Counsel had to devote to the first phases of trial and obtaining a settlement and then educating Class Members about the settlement.

124. The foregoing represents a multiplier of 1.99 which is more than appropriate here in light of the results obtained on behalf of the Class and the significant risk of loss that we faced in this litigation.

125. From day one, CalPERS took the position that the case lacked merit and that it would obtain a complete dismissal of the lawsuit. This is perhaps not surprising since at its core, Plaintiffs challenged CalPERS' right to implement premium increases. Notwithstanding, in the face of fierce opposition to every motion and at trial, we prevailed. Over a massive opposition to class certification, we prevailed. Over a lengthy motion for summary judgment by CalPERS, we prevailed. Over efforts to prevent Counsel from reviewing documents, we prevailed. Over efforts to decertify the class and a writ to the Court of Appeal, we prevailed. And, significantly, at the first two phases of the trial, we prevailed not only defeating CalPERS' statute of limitations defense but overcoming CalPERS' long running argument that the terms of the EOC allowed it to implement the 85% rate increase.

126. Despite set backs and complex issues that continually cropped up, this small group of attorneys persisted without outside help and without the benefit of information generated by a

1 government investigation or the pressure to settle that such investigations bring to bear. The only
2 pressure CalPERS felt to resolve this case on terms favorable to Class Members came from the
3 facts and legal arguments Counsel developed at great effort, expense, and risk. As noted above,
4 CalPERS made clear from day one all the way through and past the first phase of the trial that it
5 would never settle this case.

6 127. With respect to those Class members who seek to cash out for a premium refund,
7 the average benefit available is measured in thousands of dollars and based on my analysis of the
8 data the average payout ranges from \$35,000 to \$40,000. And as for those who wish to remain
9 with CalPERS, although the Settlement amount that each will receive may not be all that they
10 would wish for, or that we wished to obtain for them, this case prompted changes in how
11 CalPERS can impose premium increases in the future. We obtained these results because of our
12 collective experience and because we devoted significant time and expense, at significant risk of
13 receiving nothing in return, to fight for the Class.

14 128. Moreover, the work we did after preliminary approval of the First Settlement and
15 the Second Settlement to educate Class members and ensure that they received notice and
16 understood the Settlement also warrants an upward adjustment. As noted above, we participated
17 in 5 webinars as to the First Settlement and responded to more than 7,000 telephone calls and
18 email communications from Class members after the Second Settlement was announced. Counsel
19 will no doubt continue to respond to calls and will also expend extensive time following final
20 approval to make certain that the Settlement is administered appropriately and that Class member
21 issues are addressed.

22 129. The Court-approved Notice sent to Class Members made clear that CalPERS
23 would pay no more than \$80 million for attorneys' fees, costs, administration costs and Service
24 Awards. The Class was informed that administration costs were estimated to be \$5 million,
25 litigation costs would be no more than \$2.5 million and the service awards would be \$85,000.
26 (Azari Decl., Ex. 2 [Notice], ¶ 17.) Thus, the Class understood that Counsel would seek an award
27 of approximately \$73 million in fees. This number could be reduced since ultimately we are
28 responsible for the costs of the Settlement Administrator and if the Administrator encounters

1 unexpected work to complete the Settlement, we will be responsible for those costs.

2 130. The Settlement that Counsel obtained will deliver at least \$633 million in value to
3 the Class. This amount will increase as a result of additional premiums paid by Class Members in
4 Category A in 2023, and it will also increase as a result of the additional Class Members who
5 elected a premium refund but whose online submissions were not recorded due to an website
6 issue. There are approximately 200 individuals whose request for a premium refund This does
7 not include the prior settlement with Towers of \$9,750,000 for which Counsel did not take a fee
8 nor does it include the value of the change in the manner in which CalPERS implements premium
9 increases.

10 131. All of Class Counsel, including my firm, are retained in individual cases where a
11 fee award is generally contingent on the outcome of the case. Contingency fees of 33-1/3 to 40%
12 are typical in those cases. Contigent fees are also typical in class action cases, with the average
13 percentage being one-third but there are other cases where the courts have awarded up to 45% or
14 higher where, as here, counsel did significant work for the clients in the face of significant risks
15 they would not be paid anything.

16 132. This is not an average class action. For all of the reasons described above, and not
17 the least being that the defendant is a governmental entity that refused to even consider settling
18 the case for more than seven years, it sits at the upper range of the risk continuum, and an upward
19 adjustment from the average one-third contingency fee would be justified. Nonetheless, applying
20 a one-third fee to the at least \$633 million in value the Settlement delivers to the Class, results in
21 a fee award of \$211,000,000, which is approximately 3 times what Counsel seek in this
22 Settlement.

23 **3. Counsel Expended \$3,873,283.26 In Out Of Pocket Expenses.**

24 133. Counsel out-of-pocket costs total \$3,873,283.26. Of this, Counsel were reimbursed
25 \$1,588,108.87 from the Towers settlement, leaving a balance to be recovered of \$2,285,174.39.
26 These costs relate to expert fees, mediation fees, filing fees, travel and travel-related costs,
27 deposition and court reporter costs, the document review platform, and costs associated with
28 informing Class Members about the Settlement, and gathering Class Members' updated contact

1 information. A description of the costs and amount incurred by each firm is set forth in each of
2 the firm's declarations.

3 134. Here the expenses are reasonable considering the duration of this case; the
4 complicated nature of the litigation which has required the retention of experts on various issues;
5 the organization necessary to manage the litigation; the retention of a special master to force
6 CalPERS to produced responsive documents; and multiple mediations before a highly
7 experienced mediator. To this point, more than \$2.3 million was spent for experts and more than
8 \$287,600 was spent on the hundreds of hours of mediator time from inception to the present.

9 **G. The Service Awards to the Plaintiffs are More than Reasonable.**

10 135. A \$85,000 service award in total for the named Plaintiffs is fair and reasonable.
11 These individuals were the genesis of this case. Plaintiffs did not believe that CalPERS was
12 complying with its obligations and believed firmly that the premium increase was unlawful. As a
13 result they took action and contacted Counsel to ask them to investigate whether they had any
14 recourse against CalPERS to protect their policies. None of the Plaintiffs had a prior relationship
15 with Counsel.

16 136. These three courageous individuals decided to pursue this case as named Plaintiffs
17 knowing they would likely have to spend hundreds of hours and be subjected to lengthy and
18 grueling depositions and other discovery. And that is precisely what occurred.

19 137. Plaintiffs each spent over 200 hours at least to pursue this litigation. They gathered
20 essential information for our research on the merits of the claims and reviewed drafts of the
21 pleadings prior to filing. Once the case was filed, they gathered hundreds pages of their own
22 documents to produce in discovery and responded to no less than 13 sets of written discovery
23 each. They also devoted substantial time to preparation and being deposed for multiple days.
24 They have been involved in every aspect of this case, helping us analyze various issues. They
25 have been extremely active in settlement negotiations attending multiple in person mediations and
26 conference calls. They reviewed the complaints, reviewed other documents including the
27 Settlement Agreements and exhibits prior to signing.
28

EXHIBIT 1

CASE INFORMATION

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

Case Number: BC517444

HOLLY WEDDING ET AL VS CA PUBLIC EMPLOYEES RETIREMENT SYSTEM

Filing Courthouse: Spring Street Courthouse

Filing Date: 08/06/2013

Case Type: Insurance Coverage/Subrogation (complex case only) (General Jurisdiction)

Status: Pending

[Click here to access document images for this case](#)

If this link fails, you may go to the Case Document Images site and search using the case number displayed on this page

Judicial Council Coordinated Proceeding: P4936 on 01/09/2018

FUTURE HEARINGS

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

07/26/2023 at 11:00 AM in Department 10 at 312 North Spring Street, Los Angeles, CA 90012
Further Status Conference

07/26/2023 at 11:00 AM in Department 10 at 312 North Spring Street, Los Angeles, CA 90012
Trial Setting Conference

07/26/2023 at 11:00 AM in Department 10 at 312 North Spring Street, Los Angeles, CA 90012
Hearing on Motion for Final Approval of Settlement

07/26/2023 at 11:00 AM in Department 10 at 312 North Spring Street, Los Angeles, CA 90012
Hearing on Motion for Leave to Intervene

PARTY INFORMATION

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ALLISON SUSAN ESQ. - Attorney for Defendant

BENNETT ALLYSON ROZ - Attorney for Cross-Complainant

BENTLEY GREGORY L. - Attorney for Plaintiff

BIDART MICHAEL J. - Attorney for Plaintiff

BILBERY MICHAEL - Defendant

BROWN MARGUERITE H. - Plaintiff in Intervention

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM - Defendant

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM - Cross-Complainant

COSTIGAN RICHARD - Defendant
DIER GEORGE - Defendant
DURIE DARALYN J. - Attorney for Cross-Complainant
EISENBERG SHELDON ELIOT ESQ. - Attorney for Defendant
FECKNER ROB - Defendant
HOPSON IRENE - Appellant
HOPSON KIRT J. - Attorney for Appellant
JELINCIC JJ - Defendant
JONES HENRY - Defendant
LODYGA EILEEN - Plaintiff
LODYGA EILEEN - Cross-Defendant
LODYGA RICHARD - Respondent
LODYGA RICHARD - Cross-Defendant
LODYGA RICHARD M. - Plaintiff

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MATHUR PRIYA - Defendant
NELSON GRETCHEN M. ESQ. - Attorney for Plaintiff
PROCTOR MICHAEL J. - Attorney for Defendant
SANCHEZ ELMA - Plaintiff
SCHUETZE STEVEN M. - Attorney for Plaintiff
SLATON BILL - Defendant
TALLEY STUART C. - Attorney for Plaintiff
TANGRI RAGESH K. - Attorney for Cross-Complainant
THURSTON ADAM J. ESQ. - Attorney for Defendant
TIBBETT VALERIE - Non-Party
TILLINGHAST-TOWERS PERRIN - Defendant
TOWERS PERRIN - Defendant
TOWERS WATSON CO. - Defendant
WEDDING HOLLY - Cross-Defendant
WEDDING HOLLY - Plaintiff

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DOCUMENTS FILED

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Documents Filed (Filing dates listed in descending order)

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[03/01/2018](#) [09/27/2017](#) [06/06/2017](#) [11/16/2016](#) [04/29/2016](#) [11/20/2015](#) [06/03/2015](#) [05/29/2014](#) [10/31/2013](#)

06/28/2023 Proof of Service By First-Class Mail-Civil
Filed by Marguerite H. Brown (Plaintiff in Intervention)

06/28/2023 Proposed Intervener's Motion to Intervene and Memorandum in Support
Filed by Marguerite H. Brown (Plaintiff in Intervention)

06/22/2023 Order ([Proposed] Order Re Notice to Newly Identified Settlement Class Memebers and Settlement Administrator's Report to the Court)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

06/16/2023 Proof of Service
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

06/16/2023 Stipulation and Order (Stipulation and [Proposed] Order Re Notice to Newly Identified Settlement Class Memebers and Settlement Administrator's Report to the Court)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

06/12/2023 Fifth Objection Correspondence

06/06/2023 Fourth Objection Correspondence
Filed by Clerk

06/02/2023 Third Objection Correspondence (No Attachments)
Filed by Clerk

05/31/2023 Second Objection Correspondence
Filed by Clerk

05/25/2023 Objection (Correspondence)

03/10/2023 Minute Order ((Further Status Conference; Trial Setting Conference; Hearing ...))
Filed by Clerk

03/10/2023 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore
Filed by Eileen Lodyga (Plaintiff)

03/10/2023 [Proposed] Order Granting Preliminary Approval of Second Class Action Settlement
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

02/27/2023 Declaration (of Holly Wedding in Support of Plaintiffs' Motion for Preliminary Approval of Second Class Action Settlement)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

02/27/2023 Declaration (of Eileen Lodyga in Support of Plaintiffs' Motion for Preliminary Approval of Second Class Action Settlement)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

02/27/2023 Declaration (of Richard Lodyga in Support of Plaintiff's? Notice of Motion and Motion for Preliminary Approval of Second Class Action Settlement)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

02/27/2023 Declaration (of Gretchen M. Nelson in Support of Plaintiffs' Motion for Preliminary Approval of Second Class Action Settlement)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

02/27/2023 Plaintiffs? Notice of Motion and Motion for Preliminary Approval of Second Class Settlement; Memorandum in Support
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

02/23/2023 Minute Order ((Court Order))

Filed by Clerk

02/17/2023 Minute Order ((Court Order))

Filed by Clerk

02/15/2023 Minute Order ((Court Order))

Filed by Clerk

01/31/2023 Minute Order ((Court Order))

Filed by Clerk

01/13/2023 Notice (of Change of Firm Affiliation and Change of Address)

Filed by California Public Employees' Retirement System (Defendant)

01/09/2023 Minute Order ((Further Status Conference))

Filed by Clerk

01/06/2023 Message Board Posting (setting Further Status Conference hearing)

Filed by Clerk

11/10/2022 Notice of Ruling (October 12, 2022 Status Conference)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

11/07/2022 Stipulation and [Proposed] Order Regarding the Five Year Statute (Code of Civil Procedure sections 583.310 and 583.330)

Filed by Holly Wedding (Plaintiff)

10/12/2022 Minute Order ((Further Status Conference))

Filed by Clerk

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[03/01/2018](#) [09/27/2017](#) [06/06/2017](#) [11/16/2016](#) [04/29/2016](#) [11/20/2015](#) [06/03/2015](#) [05/29/2014](#) [10/31/2013](#)

10/11/2022 Notice (of Entry of Order)

Filed by California Public Employees' Retirement System (Defendant)

10/11/2022 Notice Of Intent To Appear By Video At The October 12, 2022 Status Conference

Filed by California Public Employees' Retirement System (Defendant)

10/05/2022 Joint Status Conference Report

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

09/30/2022 Stipulation and [Proposed] Order to Continue Expert Discovery Deadlines

Filed by California Public Employees' Retirement System (Defendant)

08/15/2022 Notice of Change of Firm Name and Email Address of Counsel

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

06/21/2022 Minute Order ((Nunc Pro Tunc Order))

Filed by Clerk

06/17/2022 Notice of Ruling (June 15, 2022 Trial Setting Conference)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

06/15/2022 Minute Order ((Trial Setting Conference))

Filed by Clerk

06/09/2022 Joint Status Conference Report

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

05/10/2022 Notice of Ruling

Filed by California Public Employees' Retirement System (Defendant)

05/09/2022 Minute Order ((Further Status Conference))

Filed by Clerk

05/05/2022 Joint Status Conference Report

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

04/25/2022 Minute Order ((Court Order))

Filed by Clerk

04/22/2022 Notice of Ruling

Filed by Holly Wedding (Plaintiff)

04/20/2022 Joint Letter Re: Settlement Status

Filed by California Public Employees' Retirement System (Defendant)

04/14/2022 Order Granting Plaintiffs' Motion for Leave to Apply Funds Remaining from Towers Settlement to Settlement Administration Costs for CalPers Settlement

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

04/08/2022 Supplemental Declaration (of Gretchen M. Nelson Regarding Towers Settlement Accounting and in Further Support of Plaintiffs' Motion for Leave to Apply Funds Remaining from Towers Settlement for Payment of Administration Costs Related to CalPers Settlement)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

04/04/2022 Minute Order ((Further Status Conference; Hearing on Motion for Leave to App...))

Filed by Clerk

04/01/2022 Joint Status Conference Report

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

03/29/2022 Notice (of Responsive Letter to Valerie Tibbett)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

03/29/2022 Response (to Court's Order Regarding Letters Received by the Court from Valerie Tibbett)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

03/23/2022 Certificate of Mailing for ((Court Order) of 03/23/2022)

Filed by Clerk

03/23/2022 Minute Order ((Court Order))

Filed by Clerk

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[03/01/2018](#) [09/27/2017](#) [06/06/2017](#) [11/16/2016](#) [04/29/2016](#) [11/20/2015](#) [06/03/2015](#) [05/29/2014](#) [10/31/2013](#)

03/17/2022 Declaration (of Eric N. Kierkegaard Regarding Notice Activities and Administration Fees and Expenses to Date)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

03/17/2022 Stipulation and Order (Stipulation to Shorten Time for Hearing on Plaintiffs' Motion for Leave to Apply Funds Remaining from Towers Settlement for Payment of Settlement Administration Costs Related to CalPERS Settlement)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

03/16/2022 Correspondence ((Letter from Valerie Tibbett))

Filed by Clerk

03/16/2022 Declaration (of Gretchen M. Nelson in Support of Plaintiffs' Motion for Leave to Apply Funds Remaining from Towers Settlement for Payment of Administration Costs Related to Calpers Settlement)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

03/16/2022 Proof of Service - No Service

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

03/16/2022 Motion for Leave (to Apply Funds Remaining from Towers Settlement for Payment of Administration Costs Related to Calpers Settlement; Memorandum in Support)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

01/13/2022 Certificate of Mailing for ((Court Order) of 01/13/2022)

Filed by Clerk

01/13/2022 Minute Order ((Court Order))

Filed by Clerk

01/12/2022 Minute Order ((Court Order))

Filed by Clerk

01/11/2022 Stipulation and Order Stipulation and Order Regarding the Five Year Statute (Code of Civil Procedure sections 583.310 and 583.330)

Filed by Clerk [filed under 56-2017-00492383-CU-BC-VTA]

01/11/2022 Stipulation and Order (Stipulation and Order Regarding the Five Year Statute (Code of Civil Procedure sections 583.310 and 583.330))

Filed by Holly Wedding (Cross-Defendant)

12/23/2021 Minute Order ((Ruling on Submitted Matter))

Filed by Clerk

12/23/2021 Rulings on Submitted Matters

Filed by Clerk

12/22/2021 Minute Order ((Further Status Conference))

Filed by Clerk

12/17/2021 Plaintiffs' Position Regarding Demands by Settlement Class Member Jeffrey Jensen

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

12/06/2021 Plaintiffs' Notice of Filing of Communications Between Class Counsel, Defendant's Counsel and Jeffrey Jensen

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

12/01/2021 Notice of Ruling (November 30, 2021 Status Conference)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

11/30/2021 Minute Order ((Further Status Conference))

Filed by Clerk

11/23/2021 Joint Status Conference Report

Filed by Holly Wedding (Plaintiff)

11/22/2021 Joint Status Conference Report

Filed by Holly Wedding (Plaintiff)

11/10/2021 Minute Order ((Court Order))

Filed by Clerk

11/03/2021 Certificate of Mailing for ((Court Order) of 11/03/2021)

Filed by Clerk

11/03/2021 Minute Order ((Court Order))

Filed by Clerk

10/26/2021 Minute Order ((Court Order))

Filed by Clerk

10/21/2021 Stipulation and Order (Stipulation Regarding Extension Of Deadline To Submit Claims And Or Opt Out Of The Settlement)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

10/12/2021 Minute Order ((Conference Telephonic))

Filed by Clerk

09/24/2021 Notice (of Withdrawal of Attorney of Record)

Filed by California Public Employees' Retirement System (Defendant)

08/12/2021 Message Board Posting

Filed by Clerk

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[03/01/2018](#) [09/27/2017](#) [06/06/2017](#) [11/16/2016](#) [04/29/2016](#) [11/20/2015](#) [06/03/2015](#) [05/29/2014](#) [10/31/2013](#)

07/23/2021 Order (Order Granting Preliminary Approval of Class Action Settlement)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

07/22/2021 Minute Order ((Hearing on Motion for Preliminary Approval of Settlement))

Filed by Clerk

07/22/2021 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore (LaWanna Walters Corson, CSR# 7135)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

07/21/2021 Declaration Of Holly Wedding In Support Of Plaintiffs' Notice Of Motion And Motion For Preliminary Approval Of Class Settlement

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

07/21/2021 Declaration Of Eileen Lodyga In Support Of Plaintiffs' Notice Of Motion And Motion For Preliminary Approval Of Class Settlement

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

07/21/2021 Declaration Of Richard Lodyga In Support Of Plaintiffs' Notice Of Motion For Preliminary Approval Of Class Settlement

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

07/21/2021 Notice Of Intent To Appear By Video At The July 22, 2021 Motion Hearing

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

07/21/2021 Notice Of Intent To Appear By Video At The July 22, 2021 Motion Hearing

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

07/20/2021 Stipulation and Order (to Shorten Time for Hearing on Plaintiffs' Motion for Preliminary Approval of Class Settlement)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

07/15/2021 Amended Declaration of Gretchen M. Nelson in Support of Plaintiffs' Motion for Preliminary Approval of Class Settlement

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

07/15/2021 Notice (of Errata to Declaration of Gretchen M. Nelson in Support of Plaintiffs' Motion for Preliminary Approval of Settlement)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

07/12/2021 Declaration Of Gretchen M. Nelson In Support Of Plaintiffs' Motion For Preliminary Approval Of Class Settlement

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

07/12/2021 Class Action Settlement Agreement And Release

Filed by California Public Employees' Retirement System (Defendant)

07/12/2021 Declaration Of Gregory L. Bentley In Support Of Plaintiffs' Motion For Preliminary Approval Of Class Settlement

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

07/12/2021 Declaration Of Cameron R. Azari, Esq. Regarding Notice Program

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

07/12/2021 Motion for Preliminary Approval of Settlement

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

06/15/2021 Minute Order ((Trial Readiness Conference))

Filed by Clerk

05/03/2021 Stipulation and Order (to Continue Trial Date)

04/06/2021 Stipulation and Order (to Continue Trial and Pre-Trial Hearings and Deadlines)

Filed by California Public Employees' Retirement System (Defendant)

12/23/2020 Stipulation and Order (Regarding Pre-Trial Hearing Dates and Pre-Trial Schedule)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

12/03/2020 Minute Order ((Court Order))

Filed by Clerk

11/05/2020 Stipulation and Order (Regarding CALPERS' Answer to Third Amended Complaint)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Holly Wedding (Plaintiff) et al.

10/19/2020 Stipulation and Order to Extend CALPER's Time to Respond to Plaintiffs' Third Amended Complaint

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

10/15/2020 Notice (of Errata to Plaintiffs' Third Amended Complaint Filed August 26, 2020)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

09/15/2020 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore (Lawanna Corson #7135)

Filed by Holly Wedding (Plaintiff)

09/15/2020 Minute Order ((Trial Readiness Conference))

Filed by Clerk

09/10/2020 Joint Status Conference Report

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

09/08/2020 Third Amended Summons

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

09/02/2020 Notice of Ruling (RE: Exchange of Expert Reports)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

09/01/2020 Substitution of Attorney

Filed by California Public Employees' Retirement System (Defendant)

09/01/2020 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore (Anita Alderson #11843)

Filed by Holly Wedding (Plaintiff)

09/01/2020 Minute Order ((Further Status Conference))

Filed by Clerk

08/26/2020 THIRD AMENDED COMPLAINT

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

08/26/2020 Notice of Rejection - Pleadings

Filed by Clerk

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08/21/2020 Plaintiffs' Brief RE: Simultaneous Exchange of Expert Reports

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

08/21/2020 Declaration (Of Michael J. Proctor in Support of Calper's Brief Regarding Sequencing of Federal-Style Expert

Reports)

Filed by California Public Employees' Retirement System (Defendant)

08/21/2020 Calpers' Brief Regarding Sequencing of Federal-Style Expert Reports

Filed by California Public Employees' Retirement System (Defendant)

08/18/2020 Notice of Ruling (August 12, 2020 Status Conference)

Filed by Richard Lodyga (Plaintiff)

08/12/2020 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore (David Salyer #4410)

Filed by Holly Wedding (Plaintiff)

08/12/2020 Minute Order ((Further Status Conference))

Filed by Clerk

08/11/2020 Stipulation Re: Objections to the Statement of Decision are Preserved & Order Thereon

Filed by California Public Employees' Retirement System (Defendant)

08/03/2020 Notice of Ruling RE: The July 29, 2020 hearing

Filed by California Public Employees' Retirement System (Defendant)

08/03/2020 Notice of Lodging color copy of 1996 Long-Term care letter (Trial EXHS. 5 and 141)

Filed by California Public Employees' Retirement System (Defendant)

07/29/2020 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore (Gail Peebles #11458)

Filed by Holly Wedding (Plaintiff)

07/29/2020 Minute Order ((Trial Setting Conference; Further Status Conference))

Filed by Clerk

07/27/2020 Statement of Decision (Re Bifurcated Court Trial)

Filed by Clerk

07/23/2020 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore (David Salyer #4410)

Filed by Holly Wedding (Plaintiff)

07/23/2020 Minute Order ((Further Status Conference; Trial Setting Conference))

Filed by Clerk

07/20/2020 Joint Status Conference Report

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

07/20/2020 Declaration (of Aaron Benmark in Support of Reply to Plaintiffs' Supplemental Memorandum of Points & Authorities RE Issues Raised During the July 1, 2020 Hearing)

Filed by California Public Employees' Retirement System (Defendant)

07/20/2020 Reply (to Plaintiffs' Supplemental Memorandum of Points & Authorities RE Issues Raised During the July 1, 2020 Hearing)

Filed by California Public Employees' Retirement System (Defendant)

07/14/2020 Stipulation - No Order (Regarding Briefing Schedule on Erisa Cases)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

07/13/2020 Calpers' Objection to Notice of Ruling on Plaintiffs' Motion for Leave to File Third Amended Complaint

Filed by California Public Employees' Retirement System (Defendant)

07/13/2020 Plaintiffs' Supplemental Memorandum of Points & Authorities Regarding Issues Raised During the July 1, 2020 Hearing

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

07/10/2020 Plaintiffs' Insert for [Proposed] Statement of Decision RE Guaranteed Renewable Clause

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

07/10/2020 Notice of Ruling (on Plaintiffs' Motion for Leave to File Third Amended Complaint)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

07/10/2020 [Proposed] Statement of Decision RE: Guaranteed Renewable Language

Filed by California Public Employees' Retirement System (Defendant)

07/02/2020 Minute Order ((Nunc Pro Tunc Order))

Filed by Clerk

07/01/2020 Minute Order ((Hearing on Motion for Leave to Amend Complaint; Further Statu...))

Filed by Clerk

07/01/2020 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore (Jorge Dominguez #12523)

Filed by Holly Wedding (Plaintiff)

06/25/2020 Joint Status Conference Statement

Filed by Richard M. Lodyga (Plaintiff)

06/24/2020 Joint Status Conference Report

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/24/2020 Plaintiff's Reply to Calpers' Opposition to Plaintiffs' Objections to [Proposed] Statement of Decision

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/24/2020 Reply (Brief in Support of Calpers' Objections to [Proposed] Statement of Decision)

Filed by California Public Employees' Retirement System (Defendant)

06/24/2020 Declaration (of Aaron J. Benmark in support of Reply Brief in Support of Clapers' Objections)

Filed by California Public Employees' Retirement System (Defendant)

06/12/2020 Plaintiffs' Opposition to CALPERS' Objection to [Proposed] Statement of Decision re Bifurcated Court Trial

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/12/2020 Declaration (of Gretchen M. Nelson In Support of Plaintiffs' Opposition to Calpers' Objections)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/12/2020 Declaration (of Daralyn J. Durie in Support of Defendant's Opposition to Plaintiffs' Objections to and Briefing Regarding [Proposed] Statement of Decision)

Filed by California Public Employees' Retirement System (Defendant)

06/12/2020 Defendant California Public Employees' Retirement System's Opposition to Plaintiffs' Objections to and Breifing Regarding [Proposed] Statement of Decision

Filed by California Public Employees' Retirement System (Defendant)

05/28/2020 Notification of Court's Receipt of Ex Parte Written Communication from Class Member Victoria Blair

Filed by Holly Wedding (Plaintiff)

05/26/2020 Other - (re: Ex Parte communication with Court from Class Member Victoria Blair)

Filed by Holly Wedding (Plaintiff)

05/26/2020 Order (re: joint stipulation vacating agreed expert discovery schedule)

Filed by Holly Wedding (Plaintiff)

05/15/2020 Joint Stipulation Vacating Agreed Expert Discovery Schedule

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

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[03/01/2018](#) [09/27/2017](#) [06/06/2017](#) [11/16/2016](#) [04/29/2016](#) [11/20/2015](#) [06/03/2015](#) [05/29/2014](#) [10/31/2013](#)

05/08/2020 Reply (In Support Of Motion For Leave To File Third Amended Complaint)

Filed by Holly Wedding (Plaintiff)

05/08/2020 Declaration (Of Holly Wedding In support Of Plaintiffs' Reply For Motion To Amend Complaint)

Filed by Richard Lodyga (Plaintiff)

04/16/2020 Message Board Posting (continuing May 14, 2020 to July 1, 2020 at 9:00 a.m.)

Filed by Clerk

04/16/2020 Declaration (of Galia Z. Amram in Support of Opposition to Plaintiffs' Motion for Leave to File Third Amended Complaint)

Filed by California Public Employees' Retirement System (Defendant)

04/16/2020 Opposition (to Plaintiffs' Motion for Leave to File Third Amended Complaint)

Filed by California Public Employees' Retirement System (Defendant)

04/15/2020 Order (re Stipulation to Modify Briefing Schedule re Plaintiffs' Motion for leave to file Third Amended Complaint)

Filed by California Public Employees' Retirement System (Defendant)

04/15/2020 Joint Stipulation to Modify Briefing Schedule Re Plaintiffs' Motion for Leave to File third Amended Complaint

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

03/19/2020 Message Board Posting (continuing April 10 hearing to May 14, 2020 at 1:30 p.m.)

Filed by Clerk

03/16/2020 Minute Order ((Hearing - Other Re Statement of Decision))

Filed by Clerk

03/13/2020 Minute Order ((Hearing on Motion in Limine Re))

Filed by Clerk

03/12/2020 Notice of Ruling

Filed by California Public Employees' Retirement System (Defendant)

03/11/2020 Declaration (of Stuart C. Talley in Support of Plaintiffs' Motion for Leave to File Third Amended Complaint)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

03/11/2020 Memorandum of Points and Authorities in Support of Plaintiffs' Motion for Leave to File Third Amended Complaint

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

03/11/2020 Motion for Leave to File Third Amended Complaint

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

03/06/2020 Objection (to and Briefing Regarding [Proposed] Statement of Decision)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

03/06/2020 Objection (to [Proposed] Statement of Decision RE Bifurcated Court Trial)

Filed by Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

03/06/2020 Declaration (of Aaron J. Benmark in Support of Calpers' Objections to [Proposed] Statement of Decision RE Bifurcated Court Trial)

Filed by Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

02/26/2020 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore (Linda Lee #13568)

Filed by Holly Wedding (Plaintiff)

02/26/2020 Minute Order ((Further Status Conference))

Filed by Clerk

02/26/2020 Plaintiffs' Report on Notice to the Class, Opt Outs and Class Members Who Purchased Long Term Care Policies with Lifetime Benefits Only

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

02/20/2020 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore (Ermelinda Hernandez #12257)

Filed by Holly Wedding (Plaintiff)

02/20/2020 Minute Order ((Trial Setting Conference))

Filed by Clerk

01/28/2020 Notice of Ruling

Filed by California Public Employees' Retirement System (Defendant)

01/03/2020 Joint Status Conference Report

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

01/03/2020 Joint Status Conference Statement

12/18/2019 Stipulation RE Appointment of Settlement Master

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

12/18/2019 Order (Appointing Settlement Master)

Filed by Holly Wedding (Plaintiff)

12/17/2019 Stipulation - No Order (Re Appointment of Settlement Master)

Filed by Holly Wedding (Plaintiff)

11/15/2019 Notice of Ruling

Filed by California Public Employees' Retirement System (Defendant)

10/22/2019 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore (Vienna Nguyen #13137)

Filed by Holly Wedding (Plaintiff)

10/22/2019 Minute Order ((Hearing on Motion for Order to Reopen Expert Discovery; Furth...))

Filed by Clerk

10/18/2019 Joint Status Conference Statement

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

10/02/2019 Message Board Posting (Case Anywhere)

Filed by Clerk

09/11/2019 Minute Order ((Further Status Conference))

Filed by Clerk

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09/05/2019 Minute Order ((Hearing on Motion for Order to Reopen Expert Discovery; Trial...))

Filed by Clerk

08/28/2019 Reply (Memorandum of Points and Authorities in Support of Defendant Calpers' Motion to Reopen Expert Discovery)

Filed by California Public Employees' Retirement System (Defendant)

08/28/2019 Reply (Declaration of Aaron J. Benmark in Support of Defendant Calpers' Motion to Reopen Expert Discovery)

Filed by California Public Employees' Retirement System (Defendant)

08/22/2019 Memorandum of Points & Authorities (in opposition to Defendant CalPERS' Motion To Reopen expert discovery)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

08/22/2019 Objection (to CalPERS' Amended/Augmented designation of expert witnesses (CCP Section 2024.050(a), 2034.610, 2034.620))

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

08/22/2019 Declaration (of Gretchen M. Nelson in support of Plaintiffs' opposition to Defendant CalPERS' Motion To Reopen expert discovery - VOLUME 2 of 3)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

08/22/2019 Declaration (of Gretchen M. Nelson in support of Plaintiffs' opposition to Defendant CalPERS' Motion To Reopen expert discovery - VOLUME 1 of 3)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

08/22/2019 Declaration (of Gretchen M. Nelson in support of Plaintiffs' opposition to Defendant CalPERS' Motion To Reopen expert discovery - VOLUME 3 of 3)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

08/21/2019 Minute Order ((Trial Setting Conference))

Filed by Clerk

08/13/2019 Stipulation and Order (to Continue Hearing of Defendant Calpers' Motion to Reopen Expert Discovery)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

08/01/2019 Appeal - Remittitur - Appeal Dismissed (B296768)
Filed by Clerk

08/01/2019 Declaration of Daralyn J. Durie In Support Of Defendant CALPERS' Motion to Reopen Expert Discovery Made Pursuant to CCP 2024.050 (A)
Filed by California Public Employees' Retirement System (Defendant)

08/01/2019 Memorandum of Points & Authorities (In Support Of Defendant CALPER's Motion to Reopen Expert Discovery)
Filed by California Public Employees' Retirement System (Cross-Complainant)

08/01/2019 Motion to Reopen Expert Discovery
Filed by California Public Employees' Retirement System (Defendant)

07/19/2019 Stipulation Regarding the use of Experts in Mediation
Filed by California Public Employees' Retirement System (Defendant)

07/12/2019 Appeal Record Delivered
Filed by Clerk

07/01/2019 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore (Karen Vilicich #7634)
Filed by Holly Wedding (Plaintiff)

07/01/2019 Minute Order ((Further Status Conference (Informal Conference)))
Filed by Clerk

06/26/2019 Plaintiffs' Objection to CALPERS' [Proposed] Statement of Decision
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/26/2019 Jury Instructions

06/25/2019 Stipulation Regarding Phase 1 Trial Exhibits
Filed by California Public Employees' Retirement System (Defendant)

06/19/2019 Declaration (of Steven D. Davis in Support of Plaintiff's Motion for Pro Hac Vice Admission of Tyler J. Schneider)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/19/2019 Declaration (of Steven D. Davis in Support of Plaintiff's Motion for Pro Hac Vice Admission of Tyler J. Schneider)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/19/2019 Declaration (of Steven D. Davis)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/19/2019 Jury Instructions ((Plaintiffs' Proposed Special))

06/17/2019 Notice to Reporter to Prepare Transcript on Appeal (;B296768; JCCP4936;)
Filed by Clerk

06/11/2019 Minute Order ((Hearing on Motion in Limine [Defendant] no. 5 to exclude evid...))
Filed by Clerk

06/11/2019 Exhibit List (11-24)
Filed by California Public Employees' Retirement System (Defendant)

06/10/2019 Other - (corrected final designations of all videotape deposition testimony to be introduced at trial)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/10/2019 Notice of Lodging (powerpoint used during opening statement during phase 1 of the trial)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/10/2019 Minute Order ((Jury Trial [EST TIME 10-days]; Status Conference; Hearing on ...))
Filed by Clerk

06/10/2019 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore (Christine Kwon-Chang #12143)
Filed by Holly Wedding (Plaintiff)

06/10/2019 Notice of Ruling
Filed by California Public Employees' Retirement System (Defendant)

06/10/2019 Other - (Corrected Final Designations of ALL Videotape Deposition Testimony to be Introduced at Trial)

06/10/2019 Other - (Plaintiffs' Phase 2 Videotape Deposition Testimony of Steve Pummer)

06/10/2019 Notice (of ERRATA in Cross-Defendants' Verified Answer to Cross-Complaint)

06/10/2019 Notice of Ruling

06/10/2019 Other - (Plaintiffs' Phase 2 Counter-Designation to Steve Pummer's Deposition Designations by Calpers)

06/10/2019 Other - (Plaintiffs' Phase 2 Videotape Deposition Testimony of Ann Boynton)

06/07/2019 Motion in Limine (#4)

06/07/2019 Motion in Limine (#5)

06/07/2019 Def. Calpers' Motion in Limine #7

06/07/2019 Motion in Limine (#8)

06/07/2019 Motion in Limine (#7)

06/07/2019 Motion in Limine (#6)

06/07/2019 Motion in Limine (#4)

06/07/2019 Declaration (of Michael J. Proctor)

06/07/2019 Memorandum of Points & Authorities
Filed by California Public Employees' Retirement System (Defendant)

06/07/2019 Declaration (of Michael J. Proctor in Support of Calpers' Memorandum of Points and Authorities Regarding Statute of Limitations Defense)
Filed by California Public Employees' Retirement System (Defendant)

06/07/2019 Reply (Plaintiffs' in Support of Their Motion in Limine #4 to Exclude Evidence or any Reference to the Subjective Understanding of Insureds of the EOC)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/07/2019 Exhibit List (1-10)
Filed by California Public Employees' Retirement System (Defendant)

06/07/2019 Memorandum of Points & Authorities
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/07/2019 Plaintiffs' Reply ISO Motion in Limine No. 10

06/07/2019 Joint Objections to Parties' Deposition Designations- Phase 1

06/06/2019 Notice of Lodging (deposition transcript for hearing on phase 1 deposition designations)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/06/2019 Minute Order ((Hearing on Motion in Limine [Defendant] no. 5 to exclude evid...))
Filed by Clerk

06/06/2019 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore (Vienna Nguyen #13137)
Filed by Holly Wedding (Plaintiff)

06/06/2019 Order (Granting Administrative Motion For Order Permitting Use of Equipment)
Filed by California Public Employees' Retirement System (Defendant)

06/06/2019 Minute Order ((Hearing on Motion in Limine [Plaintiffs'] no. 12 to exclude e...))
Filed by Clerk

06/06/2019 Plaintiffs' Phase 1 Trial Brief RE: Contract Interpretation; Memorandum of Points and Authorities Filed by California Public Employees' Retirement System (Defendant)

06/06/2019 Trial Brief
Filed by California Public Employees' Retirement System (Defendant)

06/05/2019 Stipulation and Order (regarding the five-year dismissal statute)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/05/2019 Notice of Lodging (deposition transcripts for hearing on phase 1 deposition designations)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/05/2019 Other - (Administrative Motion for Order Permitting Use of Equipment During Trial)

06/05/2019 Notice (of Lodging Deposition Transcripts for Hearing on Phase 1 Deposition Designations)

06/05/2019 Calpers' Objections to Plaintiffs' Phase 1 Counter-Designations to Richard Lodyga's Deposition Designations by Calpers'
Filed by California Public Employees' Retirement System (Defendant)

06/05/2019 Plaintiffs' Amended Phase 1 Exhibit List and Defendant's Objections
Filed by California Public Employees' Retirement System (Defendant)

06/05/2019 Calpers' Deposition Designations for Phase one Trial
Filed by California Public Employees' Retirement System (Defendant)

06/05/2019 Defendant Calpers' Objections to Plaintiffs' Deposition Designations-Phase One
Filed by California Public Employees' Retirement System (Defendant)

06/05/2019 Plaintiffs' Phase 1 Counter-Designation to Richard Lodyga's Deposition Designations by Calpers
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/05/2019 Plaintiffs' Phase 1 Counter-Designation to Eileen Tell's Deposition Designations by Calpers
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/05/2019 Plaintiffs' Phase 1 Objections to Richard Lodyga's Deposition Designations by Calpers
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/05/2019 Plaintiffs' Phase 1 Objections to Eileen Tell's Deposition Designations by Calpers
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/05/2019 Plaintiffs' Phase 1 Videotape Deposition Testimony of Eileen Tell
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/05/2019 Plaintiffs' Phase 1 Videotape Deposition Testimony of Ann Boynton
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/05/2019 Plaintiffs' Phase 1 Videotape Deposition Testimony of Sandra Smoley
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/05/2019 Answer
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Holly Wedding (Plaintiff)

06/05/2019 Notice (of Errata to Plaintiffs' Opposition to Calpers' Motion in Limine to Exclude Non-Classwide Marketing Materials)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/05/2019 Stipulation and Order (Regarding Deposition Designations and Objections)
Filed by California Public Employees' Retirement System (Defendant)

06/04/2019 Motion in Limine (Notice and MIL # 14 to exclude reference to the contract or Plaintiffs' interpretation as a "suicide pact")
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/04/2019 Motion in Limine (Notice and MIL #13 to exclude evidence relating to earlier premium increase in Phase One of Trial)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/04/2019 Memorandum of Points & Authorities (in opposition to Defendant CalPERS' MIL to exclude the evidence of coverage for LTC-4 (Trial Ex. 96))

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/04/2019 Motion in Limine (Def. CalPERS' MIL # 12 - Defendant CalPERS' Notice of Motion and Motion In Limine to exclude the Smoley memorandum)

Filed by California Public Employees' Retirement System (Defendant)

06/04/2019 Motion in Limine (Def. CalPERS' MIL # 12 - Defendant CalPERS' Motion In Limine to exclude the Smoley memorandum)

Filed by California Public Employees' Retirement System (Defendant)

06/04/2019 Motion in Limine (Def. CalPERS' MIL # 13 - Defendant CalPERS' Motion In Limine to exclude non-classwide marketing materials)

Filed by California Public Employees' Retirement System (Defendant)

06/04/2019 Motion in Limine (Def. CalPERS' MIL # 13 - Defendant CalPERS' Motion In Limine to exclude non-classwide marketing materials)

Filed by California Public Employees' Retirement System (Defendant)

06/04/2019 Defendant CalPERS' Motions In Limine Index

Filed by California Public Employees' Retirement System (Defendant)

06/04/2019 Motion in Limine (Def. CalPERS' MIL # 11 - Defendant CalPERS' Motion In Limine to exclude exhibits 96 and 1165 from Phase 1)

Filed by California Public Employees' Retirement System (Defendant)

06/04/2019 Motion in Limine (Def. CalPERS' MIL # 11 - CalPERS' Motion In Limine to exclude exhibits 96 and 1165 from Phase 1)

Filed by California Public Employees' Retirement System (Defendant)

06/04/2019 Declaration (of Amy Pahl in support of CalPERS' opposition to Plaintiffs' Motion In Limine No. 12 Part 1 of the Declaration of Amy Pahl)

Filed by California Public Employees' Retirement System (Defendant)

06/04/2019 Memorandum of Points & Authorities (in opposition to Defendant CalPERS' Motion In Limine to exclude the sample CalPERS memorandum (Trial Exhibit 123))

Filed by California Public Employees' Retirement System (Defendant)

06/04/2019 Motion in Limine (Def. CalPERS' MIL # 11 - Declaration of Galia Z. Amram in support of Defendant CalPERS' Motion In Limine to exclude Exhibits 96 and 1165 from Phase 1)

Filed by California Public Employees' Retirement System (Defendant)

06/04/2019 Motion in Limine (Def. CalPERS' MIL # 12 - Declaration of Michael J. Proctor in support of Defendant CalPERS' Motion In Limine to exclude the Smoley memorandum)

Filed by California Public Employees' Retirement System (Defendant)

06/04/2019 Motion in Limine (Def. CalPERS MIL # 13 - Declaration of Michael J. Proctor in support of Defendant CalPERS' Motion In Limine to exclude non-classwide marketing materials)

Filed by California Public Employees' Retirement System (Defendant)

06/04/2019 Opposition (to Plaintiffs' Motion In Limine No. 12)

Filed by California Public Employees' Retirement System (Defendant)

06/04/2019 Declaration (of Adam Thurston in support of CalPERS' opposition to Plaintiffs' Motion In Limine No. 12)

Filed by California Public Employees' Retirement System (Defendant)

06/04/2019 Declaration (of Amy Pahl in support of CalPERS' opposition to Plaintiffs' Motion In Limine No. 12)

Filed by California Public Employees' Retirement System (Defendant)

06/04/2019 Declaration (of Amy Pahl in support of CalPERS' opposition to Plaintiffs' Motion In Limine No. 12 Part 7 of the Declaration of Amy Pahl)

Filed by California Public Employees' Retirement System (Defendant)

06/04/2019 Declaration (of Amy Pahl in support of CalPERS' opposition to Plaintiffs' Motion In Limine No. 12 Part 10 of the Declaration of Amy Pahl)

Filed by California Public Employees' Retirement System (Defendant)

06/04/2019 Declaration (of Amy Pahl in support of CalPERS' opposition to Plaintiffs' Motion In Limine No. 12 Part 11 of the Declaration of Amy Pahl)

Filed by California Public Employees' Retirement System (Defendant)

06/04/2019 Declaration (of Amy Pahl in support of CalPERS' opposition to Plaintiffs' Motion In Limine No. 12 Part 12 of the Declaration of Amy Pahl)

Filed by California Public Employees' Retirement System (Defendant)

06/04/2019 Declaration (of Amy Pahl in support of CalPERS' opposition to Plaintiffs' Motion In Limine No. 12 Part 9 of the Declaration of Amy Pahl)

Filed by California Public Employees' Retirement System (Defendant)

06/04/2019 Declaration (of Amy Pahl in support of CalPERS' opposition to Plaintiffs' Motion In Limine No. 12 Part 8 of the Declaration of Amy Pahl)

Filed by California Public Employees' Retirement System (Defendant)

06/04/2019 Declaration (of Amy Pahl in support of CalPERS' opposition to Plaintiffs' Motion In Limine No. 12 Part 6 of the Declaration of Amy Pahl)

Filed by California Public Employees' Retirement System (Defendant)

06/04/2019 Declaration (of Amy Pahl in support of CalPERS' opposition to Plaintiffs' Motion In Limine No. 12 Part 5 of the Declaration of Amy Pahl)

Filed by California Public Employees' Retirement System (Defendant)

06/04/2019 Declaration (of Amy Pahl in support of CalPERS' opposition to Plaintiffs' Motion In Limine No. 12 Part 4 of the Declaration of Amy Pahl)

Filed by California Public Employees' Retirement System (Defendant)

06/04/2019 Declaration (of Amy Pahl in Support of CALPERS' Opposition to Plaintiffs' Motion in Limine No.12 Part 3 of the Declaration of Amy Pahl)

Filed by California Public Employees' Retirement System (Defendant)

06/04/2019 Declaration (of Amy Pahl in Support of CALPERS' Opposition to Plaintiffs' Motion in Limine No. 12 Part 2 of the Declaration of Amy Pahl)

Filed by California Public Employees' Retirement System (Defendant)

06/04/2019 Plaintiffs' Memorandum of Points and Authorities in Opposition to Defendant CALPERS' Motion in Limine #8 to Exclude Class Member Testimony

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/04/2019 Plaintiffs' Response to Defendant CALPERS' Motion in Limine #7 to Exclude Argument That the State Will Pay a Judgment

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/04/2019 Plaintiffs' Memorandum of Points and Authorities in Opposition to Defendant CALPERS' Motion in Limine #5 to Exclude Evidence Related to Fiduciary Duty

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/04/2019 Plaintiffs' Corrected Opposition to Clpers' Motion in Limine #6 to Exclude Evidence Notice Available to Entire Class

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/04/2019 Plaintiffs' Corrected Opposition to Calpers' Motion in Limine to Exclude Non-Classwide Marketing Materials Memorandum of Points and Authorities

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/04/2019 Notice (Notice of Errata to Plaintiffs' Opposition to Calpers' Motion in Limine #6 to Exclude Non-Classwide Evidence not Available to Entire Class)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/04/2019 Declaration (of Galia Z. Amram in Support of Calpers' Opposition to Plaintiffs' Motion in Limine No. 13)

Filed by California Public Employees' Retirement System (Defendant)

06/04/2019 Defendant California Public Employees' Retirement System's Opposition to Plaintiffs' Motion in Limine No. 14 to Exclude Reference to "Suicide Pact"

Filed by California Public Employees' Retirement System (Defendant)

06/04/2019 Calpers' Opposition to Plaintiffs' Motion in Limine No. 13

Filed by California Public Employees' Retirement System (Defendant)

06/04/2019 Calpers' Fourth Amended Phase One Exhibit List

Filed by California Public Employees' Retirement System (Defendant)

06/04/2019 Plaintiffs' Notice of Motion and Motion in Limine No. 12 to Exclude Evidence of Inflation Protection Provisions in Long Term Care Policies Issued by OTher Insurers and Actions by Other State Insurance Regulators; Declaration of Steven Schuetze in Support

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/03/2019 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore (Keri Logan #12608)

Filed by Richard Lodyga (Plaintiff)

06/03/2019 Minute Order ((Hearing on Motion - Other .))

Filed by Clerk

06/03/2019 Opposition (Plaintiffs' to Defendant's Motion in Limine No. 4 to Exclude Evidence of Subsequent Remedial Measures; Memorandum of Points and Authorities)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/03/2019 Opposition (Plaintiffs' to Calpers' Motion in Limine #6 to Exclude Evidence Not Available to Entire Class)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/03/2019 Opposition (Plaintiffs' to Calpers' Motion in Limine to Exlude Non-Classwide Marketing Materials Memorandum of Points and Authorities)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/03/2019 Plaintiffs' Second Amended Phase 2 Exhibit List

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/03/2019 Plaintiffs' Second Amended Phase 1 Exhibit List

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/03/2019 Witness List

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/03/2019 Plaintiffs' Objections to Calpers' Third Amended Phase 1 Exhibit List

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

06/03/2019 Defendant California Republic Employees' Retirement System's Opposition to Plaintiffs' Motion in Limine No. 10 to Exclude Evidence or Any Reference to the Prior Settlement Between Plaintiffs and Towers Watson

Filed by California Public Employees' Retirement System (Defendant)

06/03/2019 Declaration (of Galia Z. Amram in Support Defendant California Public Employees' Retirement System's Opposition to Plaintiffs' Motion in Limine No. 4)

Filed by California Public Employees' Retirement System (Defendant)

06/03/2019 Defendant California Public Employees' Retirement System's Opposition to Plaintiffs' Motion in Limine No. 4 to Exclude Evidence or Any Reference to the Subjective Understanding of Insureds of the EOC

Filed by California Public Employees' Retirement System (Defendant)

06/03/2019 Notice (of Errata in Plaintiffs' Reply to CalPERS's Opposition to Plaintiffs' Due Process Objections to Early Trial of Cross Complaint)

Filed by Richard Lodyga (Plaintiff)

06/03/2019 Reply (to Clpers's Opposition to Plaintiffs' Due Process Objections to Early Trial of Cross-Complaint; Declaration of Gretchen M. Nelson)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

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05/31/2019 Notice of Ruling (at Final Status Conference)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

05/30/2019 Notice of Ruling

Filed by California Public Employees' Retirement System (Defendant)

05/30/2019 Declaration (of Galia Z. Amram in Support of Defendant California Public Employees' Retirement System's opposition to Plaintiffs' Due Process Objections)

Filed by California Public Employees' Retirement System (Defendant)

05/30/2019 Opposition (to Plaintiffs' Due Process Objections to Early Trial of Cross-Complaint)

Filed by California Public Employees' Retirement System (Defendant)

05/28/2019 Media Request to Photograph, Record, or Broadcast (And Order (Denied))

05/28/2019 Objection (to CALPERS' second amended phase 1 exhibit list)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

05/28/2019 plaintiffs' amended phase 2 exhibit list

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

05/28/2019 plaintiffs' revised phase 1 exhibit list

05/28/2019 Jury Instructions (plaintiffs' proposed)

05/28/2019 Stipulation and Order Re: Foundation And Authenticity of Plaintiffs' Exhibits

Filed by California Public Employees' Retirement System (Defendant)

05/28/2019 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore (David Salyer #4410)

Filed by Richard Lodyga (Plaintiff)

05/28/2019 Minute Order ((Final Status Conference; Hearing on Motion in Limine by plain...))

Filed by Clerk

05/28/2019 Cross-Complaint

Filed by California Public Employees' Retirement System (Cross-Complainant)

05/28/2019 Other - (Plaintiffs' due process objections to early trial of cross-complaint)

Filed by Richard Lodyga (Plaintiff)

05/28/2019 Jury Instructions ([proposed] special jury instructions re inflation protection provision and statute of limitations defense)

05/24/2019 Exhibits 12-20 to the Declaration of Galia Z. Amram in Support of Defendant CALPERS' Motions in Limine (4-10)

Filed by California Public Employees' Retirement System (Defendant)

05/24/2019 Exhibits 1-11 to the Declaration of Galia Z. Amram in Support of Defendant CALPERS' Motions in Limine (4-10)

Filed by California Public Employees' Retirement System (Defendant)

05/24/2019 Defendant California Public Employees' Retirement System's Motion in Limine Index

Filed by California Public Employees' Retirement System (Defendant)

05/24/2019 Declaration (of Galia Z. Amram in Support of Defendant CALPERS' Motions in Limine (4-10))

Filed by California Public Employees' Retirement System (Defendant)

05/24/2019 Declaration (of Michael J. Proctor in Support of Defendant CALPERS' Motions in Limine (4-10))

Filed by California Public Employees' Retirement System (Defendant)

05/24/2019 Memorandum of Points & Authorities (in Support of Defendant CALPERS' Motion in Limine to Exclude Evidence or Argument on Pre-2013 Increase in the Merits Phase of the Jury Trial DEF. CALPERS' Motion in Limine #10)

Filed by California Public Employees' Retirement System (Defendant)

05/24/2019 Defendant CALPERS' Notice of Motion and Motion in Limine to Exclude Evidence or Argument on Pre-2013 Increase in the Merits Phase of the Jury Trial

Filed by California Public Employees' Retirement System (Defendant)

05/24/2019 Memorandum of Points & Authorities (in Support of Defendant CALPERS' Motion in Limine to Exclude Evidence and Argument Relating to Bad Acts by Former CALPERS Board Members DEF. CALPERS' Motion in Limine #9)

Filed by California Public Employees' Retirement System (Defendant)

05/24/2019 Defendant CALPERS' Notice of Motion and Motion in Limine to Exclude Evidence and Argument Relating to Bad Acts by Former CALPERS Board Members DEF. CALPERS' Motion in Limine #9

Filed by California Public Employees' Retirement System (Defendant)

05/24/2019 Memorandum of Points & Authorities (in Support of Defendant CALPERS' Motion in Limine to Exclude Class Member Testimony DEF. CALPERS' Motion in Limine #8)

Filed by California Public Employees' Retirement System (Defendant)

05/24/2019 Defendant CALPERS' Notice of Motion and Motion in Limine to Exclude Class Member Testimony DEF. CALPERS' Motion in Limine #8

Filed by California Public Employees' Retirement System (Defendant)

05/24/2019 Memorandum of Points & Authorities (in Support of Defendant CALPERS' Motion in Limine to Exclude Argument that the State will Pay a Judgment DEF. CALPERS' Motion in Limine #7)

Filed by California Public Employees' Retirement System (Defendant)

05/24/2019 Defendant CALPERS' Notice of Motion and Motion in Limine to Exclude Argument that the State will Pay a Judgment DEF. CALPERS' Motion in Limine #7

Filed by California Public Employees' Retirement System (Defendant)

05/24/2019 Memorandum of Points & Authorities (in Support of Defendant CALPERS' Motion in Limine to Exclude Evidence Not Available to Entire Class DEF. CALPERS' Motion in Limine #6)

Filed by California Public Employees' Retirement System (Defendant)

05/24/2019 Defendant CALPERS' Notice of Motion and Motion in Limine to Exclude Evidence Not Available to Entire Class DEF. CALPERS' Motion in Limine #6

Filed by California Public Employees' Retirement System (Defendant)

05/24/2019 Memorandum of Points & Authorities (in Support of CALPERS' Motion in Limine to Exclude Evidence Related to Fiduciary Duty, the Implied Covenant and Fraud in the Inducement)

Filed by California Public Employees' Retirement System (Defendant)

05/24/2019 Defendant CALPERS' Notice of Motion and Motion in Limine to Exclude Evidence Related to Fiduciary Duty DEF. CALPERS' Motion in Limine #5

Filed by California Public Employees' Retirement System (Defendant)

05/24/2019 Memorandum of Points & Authorities (in Support of Defendant CALPERS' Motion in Limine to Exclude Argument Over Changes Made to Marketing Materials)

Filed by California Public Employees' Retirement System (Defendant)

05/24/2019 Defendant CALPERS' Notice of Motion and Motion in Limine to Exclude Evidence of Subsequent Remedial Measures Def. CALPERS' Motion in Limine #4

Filed by California Public Employees' Retirement System (Defendant)

05/24/2019 Exhibits 31-47 to the Declaration of Galia Z. Amram in Support of Defendant CALPERS' Motions in Limine (4-10)

Filed by California Public Employees' Retirement System (Defendant)

05/24/2019 Exhibits 21-30 to the Declaration of Galia Z. Amram in Support of Defendant CALPER's Motions in Limine (4-10)

Filed by California Public Employees' Retirement System (Defendant)

05/24/2019 Plaintiff's Notice of Motion and Motion in Limine NO. 4 to Exclude Evidence or any Reference to the Subjective Understanding of Insureds of the EOC; Declaration of Steven Schuetze in Support Thereof; [Proposed] Order (Filed Separately)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

05/24/2019 Plaintiff's Notice of Motion and Motion in Limine NO. 10 to Exclude Evidence or any Reference to the Prior Settlement Between Plaintiffs and Towers Watson; Declaration of Steven Schuetze in Support Thereof; [Proposed] Order (Filed Separately)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

05/24/2019 Plaintiffs' Notice of Motion and Motion in Limine NO. 11 to Exclude Evidence or any Reference to Elma Sanchez and Dismissed Parties and Claims; Declaration of Steven Schuetze in Support Thereof; [Proposed] Order (Filed Separately)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

05/23/2019 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore (Lawanna Walters Corson #7135 (A.M. only))

Filed by Richard Lodyga (Plaintiff)

05/23/2019 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore (Buford James #9296 (P.M.))

Filed by Richard Lodyga (Plaintiff)

05/23/2019 Minute Order ((Hearing on Motion to Bifurcate contract interpretation and CA...))

Filed by Clerk

05/23/2019 Stipulation Modifying Motion in Limine Schedule, and Filing Certain Pre-Trial Documents

Filed by California Public Employees' Retirement System (Defendant)

05/20/2019 Joint Witness List

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

05/17/2019 Declaration (of Adam R. Brausa in support of Defendant California Public Employees' Retirement System's memorandum of contentions of fact and law)

Filed by California Public Employees' Retirement System (Defendant)

05/17/2019 Memorandum (of Contentions of Fact and Law)

Filed by California Public Employees' Retirement System (Defendant)

05/17/2019 Memorandum (of contentions of fact and law)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

05/16/2019 Reply (Declaration of Galia Z. Amram in support of Defendant CalPERS' Motion For Leave to File Cross-Complaint)

Filed by California Public Employees' Retirement System (Defendant)

05/16/2019 Reply (in support of Defendant CalPERS' Motion to Leave to File Cross-Complaint)

Filed by California Public Employees' Retirement System (Defendant)

05/16/2019 Reply (Declaration of Daralyn J. Durie in support of Defendant CalPERS' Motion to bifurcate contract interpretation and CalPERS' statute of limitation defense)

Filed by California Public Employees' Retirement System (Defendant)

05/16/2019 Reply (in support of Defendant California Public Employees' Retirement System's Motion To Bifurcate contract interpretation and CalPERS' statute of limitation defense)

Filed by California Public Employees' Retirement System (Defendant)

05/14/2019 Plaintiffs' Corrected Memorandum of Points and Authorities in Opposition to Defendant Calpers' Motion for Leave to File Cross-Complaint

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

05/14/2019 Notice (of Errata in Plaintiffs' Memorandum of Points and Authorities in Opposition to Defendant Calpers' Motion for Leave to File Cross-Complaint)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

05/14/2019 Stipulation Modifying Motion in Limine Schedule

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

05/09/2019 Declaration (of Gretchen M. Nelson in support of Plaintiffs' opposition to Defendant CalPERS' Motion For Leave to File Cross-Complaint)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

05/08/2019 Memorandum of Points & Authorities (in opposition to defendant Calpers' motion for leave to file cross-compliant)

Filed by Richard Lodyga (Plaintiff)

05/08/2019 Opposition (to Defendant's Motion To Bifurcate Contract Interpretation and CalPERS' Statute of Limitation Defense)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

05/03/2019 Appeal - Reporter Appeal Transcript Process Fee Paid (JCCP4936)

Filed by Irene Hopson (Appellant)

05/03/2019 Ntc Designating Record of Appeal APP-003/010/103 ("U")

Filed by Irene Hopson (Appellant)

04/29/2019 Memorandum of Points & Authorities (in support of Defendant CalPERS' Motion For Leave To File Cross-Complaint)

Filed by California Public Employees' Retirement System (Defendant)

04/29/2019 Declaration (of Michael J. Proctor in support of Defendant CalPERS' Motion For Leave To File Cross-Complaint)

Filed by California Public Employees' Retirement System (Defendant)

04/29/2019 Declaration (of Allyson R. Bennett in support of Defendant California Public Employees' Retirement System's Motion To Bifurcate contract interpretation and CalPERS' statute of limitation defense)

Filed by California Public Employees' Retirement System (Defendant)

04/29/2019 Defendant California Public Employees' Retirement System's Notice of Motion to Bifurcate Contract Interpretation and Calpers' Statute of Limitation Defense

Filed by Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

04/29/2019 Notice of Ruling

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

04/29/2019 Motion to Bifurcate (Contract Interpretation and CALPERS' Statute of Limitation Defense)

Filed by California Public Employees' Retirement System (Defendant)

04/29/2019 Motion for Leave to File a Cross-Complaint

Filed by California Public Employees' Retirement System (Defendant)

04/25/2019 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore (Anita Alderson #11843)

Filed by Eileen Lodyga (Plaintiff)

04/25/2019 Minute Order ((Status Conference))

Filed by Clerk

04/24/2019 Notice of Default

Filed by Clerk

04/18/2019 Joint Status Conference Report

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

04/12/2019 Reply (to Calpers' Opposition to Motion in Limine No. 1 to Exclude Evidence of Inflation Protection Provisions)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

- 04/12/2019** Reply (to Calpers' Opposition to Motion in Limine No. 3 to Exclude Evidence Regarding the Decline in the Long-Term-Care Insurance Industry)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.
- 04/12/2019** Reply (to Calpers' Opposition to Motion in Limine No. 2 to Exclude Evidence of Premium Increases by Other Insurers)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.
- 04/12/2019** Reply (Plaintiffs' to Calpers' Opposition to Plaintiffs' Motion in Limine No. 6 to Exclude Expert Testimony of a 67% Premium Increase; Gretchen M. Nelson Declaration in Support Thereof)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.
- 04/12/2019** Other - (Exhibits 1-4 to the Declaration of Aaron J. Benmark in Support of Defendant California Public Employees' Retirement System Reply Motion in Limine)
Filed by California Public Employees' Retirement System (Defendant)
- 04/12/2019** Reply (Memorandum of Points and Authorities in Support of Defendant Calpers' Motion in Limine to Exclude Testimony from Plaintiffs' Proposed Expert Cabe Chadick)
Filed by California Public Employees' Retirement System (Defendant)
- 04/12/2019** Reply (Plaintiffs' in Support of Motion in Limine No. 7 to Exclude Cumulative Testimony of Calpers' Experts Amy Pahl and Jeffrey Kinrich; Declaration of Gabriel S. Barenfeld in Support Thereof)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.
- 04/12/2019** Memorandum of Points & Authorities (in Support of Defendant Calpers' Motion in Limine to Exclude Testimony from Plaintiffs' Proposed Expert Gordon Rausser)
Filed by California Public Employees' Retirement System (Defendant)
- 04/12/2019** Reply (Memorandum of Points and Authorities in Support of Defendant Calpers' Motion in Limine to Exclude the Testimony of Stephen Prater)
Filed by California Public Employees' Retirement System (Defendant)
- 04/12/2019** Reply (Plaintiffs' Reply to Calpers' Opposition to Plaintiffs' Motion in Limine No. 8 to Exclude Testimony as to what Calpers Might do if a Judgment is Entered Against it)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.
- 04/12/2019** Declaration (of Aaron J. Benmark in Support of Defendant California Public Employees' Retirement System Reply Motions in Limine)
Filed by California Public Employees' Retirement System (Defendant)
- 04/12/2019** Reply (Plaintiffs' to Calpers' Opposition to Plaintiffs' Motion in Limine No. 9 to Exclude Testimony that Policyholders who Reduced or Terminated their Benefits did not Suffer any Damage)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.
- 04/12/2019** Plaintiffs' Reply to Calpers' Opposition to Motion in Limine No. 5 to Exclude Evidence Related to Defendant's Financial Condition and the Impact of any Potential Judgment
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.
- 04/08/2019** Notice of Filing of Notice of Appeal (Unlimited Civil) ((JCCP4936) for Notice of Appeal, filed 4/4/19, ("U"))
Filed by Clerk
- 04/05/2019** Notice of Ruling
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.
- 04/04/2019** Order Appointing Court Approved Reporter as Official Reporter Pro Tempore
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.
- 04/04/2019** Appeal - Notice of Appeal/Cross Appeal Filed (RELATED CASE JCCP4936)
Filed by Irene Hopson (Appellant)
- 04/04/2019** Minute Order ((Status Conference))
Filed by Clerk

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04/02/2019 Minute Order ((Court Order))

Filed by Clerk

04/02/2019 Stipulation and Order Adjusting Briefing Schedule as to the Opposition Deadline for Motions in Limine Regarding Expert Witnesses

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

03/29/2019 Challenge To Judicial Officer - Peremptory (170.6) (Judge Rafael A. Ongkeko)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

03/29/2019 Memorandum of Points & Authorities

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

03/29/2019 Opposition (to Defendant's Limine No. 2 to Exclude Testimony From Plaintiff's Proposed Expert Gordon Rausser)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

03/29/2019 Proof of Service by Mail ((E-mail /Electronic Transmission))

Filed by California Public Employees' Retirement System (Defendant)

03/29/2019 Opposition (to CalPers' Motion In Limine No. 3 to exclude testimony of Stephen Prater; Memorandum of Points and Authorities; Declaration of Stephen Prater; Declaration of Steven Schuetze)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

03/29/2019 Other - (Exhibits 34-36 to the Declaration of Adam R. Brausa in Support of Defendant California Public Employees' Retirement System's Oppositions to Plaintiffs' Motions in Limine)

Filed by California Public Employees' Retirement System (Defendant)

03/29/2019 Other - (Exhibits 23-33 to the Declaration of Adam R. Brausa in Support of Defendant California Public Employees' Retirement System's Oppositions to Plaintiffs' Motions in Limine)

Filed by California Public Employees' Retirement System (Defendant)

03/29/2019 Other - (Exhibits 12-22 to the Declaration of Adam R. Brausa in Support of Defendant California Public Employees' Retirement System's Oppositions to Plaintiffs' Motions in Limine)

Filed by California Public Employees' Retirement System (Defendant)

03/29/2019 Other - (Exhibits 7-11 to the Declaration of Adam R. Brausa in Support of Defendant California Public Employees' Retirement System's Oppositions to Plaintiffs' Motions in Limine)

Filed by California Public Employees' Retirement System (Defendant)

03/29/2019 Other - (Exhibits 1-6 to the Declaration of Adam R. Brausa in Support of Defendant California Public Employees' Retirement System's Oppositions to Plaintiffs' Motions in Limine)

Filed by California Public Employees' Retirement System (Defendant)

03/29/2019 Declaration (of Adam R. Brausa in Support of Defendant California Public Employees Retirement System's Oppositions to Plaintiffs Motion in Limine Nos. 1-3 and 5-9)

Filed by California Public Employees' Retirement System (Defendant)

03/29/2019 Motion in Limine (No. 9)

Filed by California Public Employees' Retirement System (Defendant)

03/29/2019 Motion in Limine (No. 8)

Filed by California Public Employees' Retirement System (Defendant)

03/29/2019 Motion in Limine (No. 7)

Filed by California Public Employees' Retirement System (Defendant)

03/29/2019 Motion in Limine (No. 6)

Filed by California Public Employees' Retirement System (Defendant)

- 03/29/2019** Motion in Limine (No. 5)
Filed by California Public Employees' Retirement System (Defendant)
- 03/29/2019** Motion in Limine (No. 3)
Filed by California Public Employees' Retirement System (Defendant)
- 03/29/2019** Motion in Limine (No. 2)
Filed by California Public Employees' Retirement System (Defendant)
- 03/29/2019** Motion in Limine (No. 1)
Filed by California Public Employees' Retirement System (Defendant)
- 03/18/2019** Notice of Appearance
Filed by Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.
- 03/15/2019** Plaintiffs' Notice of Motion and Motion in Limine No. 9 to Exclude Testimony from Calpers' Experts that Policyholders who Reduced or Terminated Their Benefits did not suffer any Damage; Declaration of Gabriel S. Barenfeld in Support Thereof
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.
- 03/14/2019** Memorandum of Points & Authorities
Filed by California Public Employees' Retirement System (Defendant)
- 03/14/2019** Proof of Service (not Summons and Complaint) (of Plaintiffs' Motions In Limine Nos. 5 thru 8 and accompanying declarations and [Proposed] Orders)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.
- 03/14/2019** Declaration (of Allyson R. Bennett in Support of Defendant California Public Employees' Retirement System Motions in Limine)
Filed by California Public Employees' Retirement System (Defendant)
- 03/14/2019** Declaration (of Allyson R. Bennett in Support of Defendant California Public Employees' Retirement System Motions in Limine)
Filed by California Public Employees' Retirement System (Defendant)
- 03/14/2019** Other - (Exhibits 1-9 to the Declaration of Allyson R. Bennett in support of Defendant California Public Employees' Retirement System Motion In Limine)
Filed by California Public Employees' Retirement System (Defendant)
- 03/14/2019** Request for Judicial Notice
Filed by California Public Employees' Retirement System (Defendant)
- 03/14/2019** Motion in Limine (No. 6 to exclude expert testimony of a 67% premium increase had CalPERS board not implemented the 85% increase)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.
- 03/14/2019** Motion in Limine (No. 8 to exclude testimony as to what CalPERS might do if a Judgment is entered against it)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.
- 03/14/2019** Memorandum of Points & Authorities (in support of Defendant CalPERS' Motion In Limine to exclude the testimony of Stephen Prater - MIL No. # 3)
Filed by California Public Employees' Retirement System (Defendant)
- 03/14/2019** Motion in Limine (Defendants' CalPERS' MIL No. # 3)
Filed by California Public Employees' Retirement System (Defendant)
- 03/14/2019** Motion in Limine (No. 7 to exclude cumulative testimony of CalPERS' experts Amy Pahl and Jeffrey Kinrich; Declaration of Gabriel S. Barenfeld in support of thereof)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.
- 03/14/2019** Notice of Lodging ((Defendant's))
Filed by California Public Employees' Retirement System (Defendant)

03/14/2019 Other - (Exhibits 10-20 to the Declaration of Allyson R. Bennett in Support of Defendant California Public Employees' Retirement System Motions in Limine)
Filed by California Public Employees' Retirement System (Defendant)

03/14/2019 Motion in Limine (No. 5 to exclude evidence related to Defendant's financial condition and the impact of any potential judgment)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

03/14/2019 Notice of Motion (and Motion in Limine No. 2)
Filed by California Public Employees' Retirement System (Defendant)

03/14/2019 Other - (Plaintiffs' Index of Motions In Limine)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

03/14/2019 Notice of Motion (and Motion in Limine No. 2 to Exclude Evidence of Premium Increases by Other Insurers or Approvals of Increases by Non-California State Regulators;)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

03/14/2019 Motion in Limine (Index)
Filed by California Public Employees' Retirement System (Defendant)

03/14/2019 Notice of Motion (and Motion in Limine No. 3 to Exclude Evidence Regarding the Decline in Long-Term-Care Insurance Industry)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

03/14/2019 Other - (Exhibits 10-20 to the Declaration of Allyson R. Bennett in support of Defendant California Public Employees' Retirement System Motions In Limine)
Filed by California Public Employees' Retirement System (Defendant)

03/14/2019 Notice of Motion (and Motion in Limine No. 4 to Exclude Evidence or Any Reference to the Subjective Understanding of Insureds of the EOC)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

03/14/2019 Other - (Exhibits 1-9 to the Declaration of Allyson R. Bennett in support of Defendant California Public Employees' Retirement System Motions In Limine)
Filed by California Public Employees' Retirement System (Defendant)

03/14/2019 Notice of Motion (and Motion in Limine No. 1 to Exclude Evidence of Inflation Protection Provisions in Long-Term-Care Policies Issued by other Insurers;)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

03/14/2019 Other - (Exhibits 1-9 to the Declaration of Allyson R. Bennett in Support of Defendant California Public Employees' Retirement System Motions in Limine)
Filed by California Public Employees' Retirement System (Defendant)

03/14/2019 Request for Judicial Notice
Filed by California Public Employees' Retirement System (Defendant)

03/14/2019 Other - (Exhibits 10-20 to the Declaration of Allyson R. Bennett in Support of Defendant California Public Employees' Retirement System Motion in Limine)
Filed by California Public Employees' Retirement System (Defendant)

03/14/2019 Notice of Motion (and Motion I Limine No. 1)
Filed by California Public Employees' Retirement System (Defendant)

03/14/2019 Memorandum of Points & Authorities
Filed by California Public Employees' Retirement System (Defendant)

03/14/2019 Declaration (of Allyson R. Bennett)
Filed by California Public Employees' Retirement System (Defendant)

03/13/2019 Order (on Plaintiffs' Fourth Application for Approval of Payment of Interim Costs of Class Counsel)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

03/13/2019 Notice (of withdrawal of Attorney of record)
Filed by California Public Employees' Retirement System (Defendant)

03/13/2019 Notice of Appearance (for Galia Z. Amram)
Filed by California Public Employees' Retirement System (Defendant)

03/11/2019 Clerks Certificate of Service By Electronic Service
Filed by Clerk

03/11/2019 Minute Order ((Status Conference (Telephonic)))
Filed by Clerk

03/07/2019 Plaintiffs' Fourth Application for Approval of Payment of Interim Costs of Class Counsel
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

03/06/2019 Notice (of Telephonic Status Conference)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

03/04/2019 Stipulation and Order (Regarding Calpers' Answer to Second Amended Complaint)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

02/27/2019 Minute Order ((Status Conference))
Filed by Clerk

02/20/2019 Trial Readiness Conference Order
Filed by Clerk

02/20/2019 Clerks Certificate of Service By Electronic Service
Filed by Clerk

02/20/2019 Minute Order ((Further Status Conference))
Filed by Clerk

02/13/2019 Joint Status Conference Report (/Statement)

02/13/2019 Ruling Re Motion for Order Approving Class Opt Out
Filed by Clerk

02/13/2019 Clerks Certificate of Service By Electronic Service
Filed by Clerk

02/13/2019 Minute Order ((Ruling on Submitted Matter))
Filed by Clerk

02/11/2019 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore
Filed by California Public Employees' Retirement System (Defendant)

02/11/2019 Minute Order ((Hearing on Motion - Other to Opt Out))
Filed by Clerk

01/17/2019 Notice (of Association of Counsel)
Filed by California Public Employees' Retirement System (Defendant)

01/15/2019 Clerks Certificate of Service By Electronic Service
Filed by Clerk

01/15/2019 Minute Order ((Non-Appearance Case Review))
Filed by Clerk

01/10/2019 Other - (Plaintiffs' Third Report Regarding Distribution of Towers Watson Settlement Proceeds)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

01/03/2019 Order (on Plaintiffs' Third Application for Approval of Interim Costs of Class Counsel)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

12/19/2018 Plaintiffs' Third Application for Approval of Payment of Interim Costs of Class Counsel
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

11/27/2018 Notice (or Order Continuing the Hearing on Motion for Order Approving Class Opt Out of Irene Hopson)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

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11/02/2018 Notice of Change of Address or Other Contact Information
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

11/02/2018 Minute Order ((Further Status Conference re; Trial dates))
Filed by Clerk

11/02/2018 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore (Wil S. Wilcox)

10/26/2018 Stipulation and Order (continuing hearing on Motion for Order approving Class Opt Out of Irene Hopson (sase))

10/18/2018 Appeal - Remittitur - Appeal Dismissed (B288106)
Filed by Clerk

10/15/2018 Minute Order ((Further Status Conference))
Filed by Clerk

10/15/2018 Reply (to the Oppositions to the Motion for Order Approving Class Opt Out of Irene Hopson)
Filed by Irene Hopson (Non-Party)

10/09/2018 Other - (Plaintiffs' Second Report Regarding Distribution of Towers Watson Settlement Proceeds)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

10/09/2018 Memorandum of Points & Authorities (In Response to Motion For Order Approving Class Opt Out Of Irene Hopson; Declaration of Gretchen M. Nelson)
Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

10/09/2018 Declaration (Of Mark Rapazzini of Heffler Claims Group)

10/05/2018 Request for Judicial Notice (In Support of CALPERS' Opposition To Motion For Order Approving Class Opt Out of Irene Hopson)
Filed by California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant); George Dier (Defendant) et al.

10/05/2018 Memorandum of Points & Authorities (In Opposition To Motion For Order Approving Class Opt Out of Irene Hopson)
Filed by Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

10/05/2018 Opposition (OF THE TOWERS WATSON FORMER DEFENDANTS TO MOTION FOR ORDER APPROVING CLASS OPT OUT OF IRENE HOPSON)
Filed by Tillinghast-Towers Perrin (Defendant); Towers Watson Co. (Defendant)

10/05/2018 Request for Judicial Notice (IN SUPPORT OF OPPOSITION OF THE TOWERS WATSON FORMER DEFENDANTS TO MOTION FOR ORDER APPROVING CLASS OPT OUT OF IRENE HOPSON)
Filed by Tillinghast-Towers Perrin (Defendant); Towers Watson Co. (Defendant)

10/05/2018 Joint Status Conference Statement
Filed by Richard Lodyga (Plaintiff)

10/04/2018 Notice of Change of Address or Other Contact Information
Filed by Gregory L. Bentley (Attorney)

08/14/2018 Minute order entered: 2018-08-14 00:00:00
Filed by Clerk

08/10/2018 Stipulation and Order

Filed by Plaintiff/Petitioner

08/06/2018 Order ORDER ON PLAINTIFFS SECOND APPLICATION FOR APPROVAL OF PAYMENT OF INTERIM COSTS OF CLASS COUNSEL

08/06/2018 Order (on Plaintiffs' Second Application for Approval of Payment of Interim Costs of Class Counsel)

08/01/2018 PLAINTIFFS SECOND APPLICATION FOR APPROVAL OF PAYMENT OF INTERIM COSTS OF CLASS COUNSEL; DECLARATION OF GRETCHEN M. NELSON

08/01/2018 PLAINTIFFS' FIRST REPORT REGARDING DISTRIBUTION OF TOWERS WATSON SETTLEMENT PROCEEDS

08/01/2018 Plaintiffs' Second Application for Approval of Payment of Interim Costs of Class Counsel; Declaration of Gretchen M. Nelson

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

08/01/2018 Plaintiffs' First Report Regarding Distribution of Towers Watson Settlement Proceeds

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

06/12/2018 Notice

Filed by Plaintiff/Petitioner

06/12/2018 Miscellaneous-Other

Filed by Plaintiff/Petitioner

05/30/2018 Stipulation and Order

Filed by Plaintiff/Petitioner

05/10/2018 Stipulation and Order to use Certified Shorthand Reporter

05/04/2018 Minute order entered: 2018-05-04 00:00:00

Filed by Clerk

05/04/2018 Minute Order

04/10/2018 Minute order entered: 2018-04-10 00:00:00

Filed by Clerk

04/10/2018 Minute Order

04/05/2018 NOTICE TO REPORTER TO PREPARE TRANSCRIPT ON APPEAL (UNLIMITED CIVIL)

04/05/2018 Notice (to Reporter to Prepare Transcript on Appeal)

Filed by Clerk

03/13/2018 APPELLANT'S NOTICE DESIGNATING RECORD ON APPEAL (UNLIMITED CIVIL CASE CASE)

03/13/2018 Appellant's Notice Designation Record on Appeal

Filed by Richard Lodyga (Plaintiff)

03/12/2018 Stipulation and Order (Adjusting Briefing Schedule as to Defendants' Motion for Class Decertification)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

03/06/2018 NOTICE OF DEFAULT (UNLIMITED CIVIL APPEALS)

03/06/2018 Notice (of Default on Appeal)

Filed by Clerk

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03/01/2018 Request for Judicial Notice (in Opposition to Calpers' Motion for Class Decertification; Declaration of Gretchen M. Nelson in Support Thereof)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

03/01/2018 Declaration (of Gretchen M. Nelson in Support of Plaintiffs' Opposition to Calpers' Motion for Class Decertification)

Filed by Richard Lodyga (Plaintiff)

03/01/2018 Declaration (of Gordon Rausser, PHD in Support of Plaintiffs' Opposition to Calpers' Motion for Class Decertification)

Filed by Richard Lodyga (Plaintiff)

03/01/2018 Memorandum of Points & Authorities (in Opposition to Calpers' Motion for Class Decertification)

Filed by Richard Lodyga (Plaintiff)

02/13/2018 Stipulation -STIPULATED ORDER EXTENDING THE PAGE LIMITATION ON BRIEFS IN SUPPORT OF AND OPPOSITION TO DEFENDANT'S MOTION FOR CLASS

02/13/2018 Stipulated Order Extending the Page Limitation on Briefs in Support of and Opposition to Defendant's Motion for Class Decertification

Filed by California Public Employees' Retirement System (Defendant)

02/09/2018 NOTICE OF FILING OF NOTICE OF APPEAL

02/09/2018 Ntc to Attorney re Notice of Appeal

Filed by Clerk

02/08/2018 PLAINTIFFS NOTICE OF APPEAL AS TO JUDGMENT IN FAVOR OF DEFENDANTS ROB FECKNER, GEORGE DIER, MICHAEL BILBERY, RICHARD COSTIGAN, JJ JELINCIC, HENRY JONES, PRIYA MATHUR, BILL SLATON AND ELECTION TO PROCEED UNDER RULE 8.124 OF THE CALIFORNIA RULES OF COURT

02/08/2018 Plaintiffs' Notice of Appeal as Judgement in Favor of Defendants Rob Feckner, George Dier, Michael Bilbery, Richard Costigan, JJ Jelincic, Henry Jones, Priya Mathur, Bill Slaton and Election to Proceed Under Rule 8.124 of the California Rules of Court

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

02/06/2018 Notice -PLAINTIFFS' NOTICE OF ENTRY OF JUDGMENT AS TO PARTIAL SETTLEMENT BETWEEN PLAINTIFFS AND TOWERS WATSON DEFENDANTS

02/06/2018 Stipulation -STIPULATED ORDER EXTENDING THE PAGE LIMITATION ON BRIEFS IN SUPPORT OF AND OPPOSITION TO DEFENDANT'S MOTION FOR CLASS DECERTIFICATION

02/06/2018 Notice of Entry of Judgment

Filed by Plaintiff/Petitioner

02/06/2018 Stipulated Order Extending the Page Limitation on Briefs in Support of and Opposition to Defendant's Motion for Class Decertification

02/02/2018 Stipulation -STIPULATION TO EXTEND THE PAGE LIMITATION ON BRIEFS IN SUPPORT OF AND OPPOSITION ON BRIEFS IN SUPPORT OF AND OPPOSITION TO DEFENDANT'S MOTION FOR CLASS CERTIFICATION

01/31/2018 SECOND AMENDED COMPLAINT

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

01/31/2018 Minute order entered: 2018-01-31 00:00:00

Filed by Clerk

01/31/2018 Order -CLASS ACTION AMENDED ORDER GRANTING FINAL APPROVAL OF CLASS SETTLEMENT BETWEEN PLAINTIFFS AND TOWERS WATSON DEFENDANTS

01/31/2018 Complaint -SECOND AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL 1. Breach of Fiduciary Duty 2. Breach of Contract 3. Breach of The Implied Covenant of Good Faith And Fair Dealing

01/31/2018 Default Judgment -CLASS ACTION JUDGMENT ON CLASS ACTION SETTLEMENT BETWEEN PLAINTIFFS AND TOWERS WATSON DEFENDANTS

01/31/2018 Second Amended Complaint and Demand for Jury Trial

01/31/2018 Judgment

Filed by Plaintiff/Petitioner

01/31/2018 Amended Order Granting Final Approval of Class Settlement Between Plaintiffs and Towers Watson Defendants

Filed by null

01/30/2018 Notice of Ruling -PLAINTIFFS' NOTICE OF RULING RE HEARING ON JANUARY 26, 2018 REGARDING FINAL APPROVAL OF SETTLEMENT BETWEEN PLAINTIFFS AND TOWERS WATSON DEFENDANTS

01/30/2018 Notice of Ruling

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

01/26/2018 Minute order entered: 2018-01-26 00:00:00

Filed by Clerk

01/26/2018 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore -ORDER APPOINTING COURT APPROVED REPORTER AS OFFICIAL REPORTER PRO TEMPORE

01/26/2018 Motion for Final Approval of Settlement -MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

01/26/2018 Minute Order -

01/26/2018 Motion re: (Final Approval of Class Action Settlement)

Filed by Court

01/26/2018 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore

Filed by Court

01/18/2018 Memorandum of Points & Authorities -PLAINTIFFS' SUPPLEMENTAL MEMORANDUM OF POINTS AND AUTHORITIES IN RESPONSE TO ADDITIONAL OBJECTIONS TO PARTIAL CLASS ACTION SETTLEMENT WITH TOWERS WATSON DEFENDANTS

01/18/2018 Supplemental Declaration -SUPPLEMENTAL DECLARATION OF GRETCHEN M. NELSON IN SUPPORT OF PLAINTIFFS' SUPPLEMENTAL MEMORANDUM IN RESPONSE TO ADDITIONAL OBJECTIONS TO MOTION FOR FINAL APPROVAL OF PARTIAL CLASS ACTION SETTLEMENT

01/18/2018 Supplemental Declaration -SUPPLEMENTAL DECLARATION OF MARK RAPAZZINI OF HEFFLER CLAIMS GROUP IN SUPPORT OF FINAL APPROVAL OF PARTIAL CLASS ACTION SETTLEMENT WITH TOWERS WATSON DEFENDANTS

01/18/2018 Memorandum of Points & Authorities -PLAINTIFFS' SUPPLEMENTAL MEMORANDUM OF POINTS AND AUTHORITIES IN RESPONSE TO ADDITIONAL OBJECTIONS TO PARTIAL CLASS ACTION SETTLEMENT WITH TOWERS WATSON DEFENDANTS [PART 1 OF 2]

01/18/2018 Supplemental Declaration of Gretchen M. Nelson in Support of Plaintiffs' Supplemental Memorandum in Response to Additional Objections to Motion for Final Approval of Partial Class Action Settlement with Towers Watson Defendants

01/18/2018 Supplemental Declaration of Mark Rapazzini of Heffler Claims Group in Support of Final Approval of Partial Class Action Settlement with Towers Watson Defendants

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

01/18/2018 Plaintiffs' Supplemental Memorandum of Points and Authorities in Response to Additional Objections to Partial Class Action Settlement with Towers Watson Defendants [Part 2 of 2]

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

01/18/2018 Plaintiff's Supplemental Memorandum of Points and Authorities in Response to Additional Objections to Partial Class Action Settlement with Towers Watson Defendants [Part 1 of 2]

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

01/10/2018 Minute order entered: 2018-01-10 00:00:00

Filed by Clerk

01/10/2018 Memorandum of Points & Authorities -PLAINTIFFS' MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF APPROVAL OF CLASS COUNSEL'S COSTS, CREATION OF A FUTURE COSTS FUND AND PAYMENT OF SETTLEMENT ADMINISTRATOR'S COSTS

01/10/2018 Proof of Service (not Summons and Complaint) -

01/10/2018 Declaration -DECLARATION OF MARK RAPAZZINI OF HEFFLER CLAIMS GROUP IN SUPPORT OF FINAL APPROVAL' OF PARTIAL CLASS ACTION SETTLEMENT WITH TOWERS WATSON DEFENDANTS

01/10/2018 Memorandum of Points & Authorities -PLAINTIFFS' MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF FINAL APPROVAL OF PARTIAL CLASS ACTION SETTLEMENT WITH TOWERS WATSON DEFENDANTS

01/10/2018 Minute Order -

01/10/2018 Declaration -NELSON DECL. IN SUPPORT OF FINAL APPROVAL OF PARTIAL CLASS ACTION SETTLEMENT & APPROVAL OF COSTS

01/10/2018 Proof of Service (not Summons and Complaint)

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

01/10/2018 Memorandum of Points & Authorities (in Support of Approval of Class Counsel's Cost, Creation of a Future Costs Fund and Payment of Settlement Administrator's Costs)

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

01/10/2018 Declaration

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

01/10/2018 Declaration (of Mark Rapazzini of Heffler Claims Group in Support of Final Approval of Partial Class Action Settlement with Towers Watson Defendants)

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

01/10/2018 Memorandum of Points & Authorities (in Support of Final Approval of Partial Class Action Settlement with Towers Watson Defendants)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

12/20/2017 -PLAINTIFFS' PROPOSED TRIAL PLAN

12/20/2017 -PLAINTIFFS' PROPOSED TRIAL PLAN

12/20/2017 Plaintiffs' Proposed Trial Plan

12/20/2017 Plaintiff's Proposed Trial Plan

12/11/2017 Notice of Ruling -NOTICE OF RULING ON DEFENDANTS' PETITION FOR COORDINATION

12/11/2017 Notice of Ruling

Filed by California Public Employees' Retirement System (Defendant)

11/02/2017 Notice of Ruling -PLAINTIFFS' NOTICE OF RULING RE HEARING ON OCTOBER 25, 2017

11/02/2017 Notice -PLAINTIFFS' NOTICE OF ISSUANCE OF ORDER TO EXTEND FIVE-YEAR DISMISSAL DATE BASED ON STIPULATION BY THE PARTIES

11/02/2017 Notice of Ruling

Filed by Plaintiff/Petitioner

11/02/2017 Notice (of Issuance of Order to Extend Five-Year Dismissal Date Based on Stipulation by the Parties)

10/25/2017 Minute order entered: 2017-10-25 00:00:00

Filed by Clerk

10/25/2017 Order -ORDER GRANTING MOTION OF THE TOWERS WATSON DEFENDANTS FOR AN ORDER DETERMINING GOOD FAITH SETTLEMENT

10/25/2017 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore -

10/25/2017 Motion for Determination of Good Faith Settlement -MOTION FOR GOOD FAITH SETTLEMENT DETERMINATION

10/25/2017 Motion for Preliminary Approval of Settlement -MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

10/25/2017 Order -AMENDED ORDER GRANTING PRELIMINARY APPROVAL OF CLASS SETTLEMENT BETWEEN PLAINTIFFS AND TOWERS WATSON DEFENDANTS

10/25/2017 Minute Order -

10/25/2017 Amended Order Granting Preliminary Approval of Class Settlement Between Plaintiffs and Towers Watson Defendants

10/25/2017 Order (Granting Motion of the Towers Watson Defendants for an Order Determining Good Faith Settlement)

10/25/2017 Motion for Preliminary Approval of Settlement
Filed by Court

10/25/2017 Order
Filed by Court

10/25/2017 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore
Filed by Court

10/13/2017 Minute order entered: 2017-10-13 00:00:00
Filed by Clerk

10/13/2017 Stipulation and Order -STIPULATION AND [PROPOSED] ORDER TO EXTEND FIVE-YEAR DISMISSAL DATE

10/13/2017 Order -ORDER TO EXTEND FIVE-YEAR DISMISSAL DATE BASED ON STIPULATION BY THE PARTIES

10/13/2017 Order (to Extend Five-Year Dismissal Date Based on Stipulation by the Parties)
Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

10/13/2017 Stipulation - No Order (and [Proposed] Oder to Extend Five-Year Dismissal Date)

10/12/2017 Minute order entered: 2017-10-12 00:00:00
Filed by Clerk

10/12/2017 Minute Order -

10/04/2017 Notice of Ruling -PLAINTIFFS' NOTICE OF RULING RE HEARING AND STATUS CONFERENCE ON SEPTEMBER 22, 2017

10/04/2017 Notice of Ruling
Filed by Plaintiff/Petitioner

10/03/2017 Memorandum -PLAINTIFFS' SUPPLEMENTAL MEMORANDUM IN SUPPORT OF AMENDED RENEWED MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT

10/03/2017 Plaintiffs' Supplemental Memorandum in Support of Amended Renewed Motion for Preliminary Approval of Class Settlement
Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

10/02/2017 -LETTER TO WILLIAM AND CHISSIE MLOTOK, The court has received your Letter dated September 6, 2017 regarding Elma Sanchez v. California Public Employees Retirement System.

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09/27/2017 Notice NOTICE OF ORDER ASSIGNING COORDINATION MOTION JUDGE AND SETTING DATE FOR HEARING

09/27/2017 Notice (of Order Assigning Coordination Motion Judge and Setting Date for Hearing)
Filed by Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan

(Defendant) et al.

09/27/2017 Notice

Filed by California Public Employees' Retirement System (Defendant)

09/22/2017 Minute order entered: 2017-09-22 00:00:00

Filed by Clerk

09/22/2017 Minute Order

09/22/2017 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore

09/22/2017 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore

Filed by Plaintiff/Petitioner

09/15/2017 JOINT STATUS CONFERENCE STATEMENT

09/15/2017 Case Management Statement

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

08/23/2017 Notice -PLAINTIFFS' NOTICE OF FILING OF EXECUTED COPY OF FIRST AMENDMENT TO JOINT STIPULATION FOR CLASS ACTION SETTLEMENT AS TO TOWERS WATSON DEFENDANTS, SIGNED BY HOLLY WEDDING

08/23/2017 Notice (of Filing of Executed Copy of First Amendment to Joint Stipulation for Class Action Settlement as to Towers Watson Defendants, Signed by Holly Wedding)

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

08/18/2017 Minute order entered: 2017-08-18 00:00:00

Filed by Clerk

08/18/2017 Memorandum of Points & Authorities -PLAINTIFFS' MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF AMENDED RENEWED MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT

08/18/2017 Minute Order -

08/18/2017 Proof of Service (not Summons and Complaint) -

08/18/2017 Declaration -AMENDED DECLARATION OF GRETCHEN M. NELSON IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT BETWEEN PLAINTIFFS AND TOWERS WATSON DEFENDANTS

08/18/2017 Motion for Preliminary Approval of Settlement -PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF AMENDED CLASS SETTLEMENT BETWEEN PLAINTIFFS AND THE TOWERS WATSON DEFENDANTS

08/18/2017 Proof of Service (not Summons and Complaint)

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

08/18/2017 Memorandum of Points & Authorities (in Support of Amended Renewed Motion for Preliminary Approval of Class Settlement)

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

08/18/2017 Motion

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

08/18/2017 Declaration

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

08/17/2017 Default Judgment -JUDGMENT OF INDIVIDUAL BOARD MEMBER DEFENDANTS ROB FECKNER, GEORGE DIEHR, MICHAEL BILBREY, RICHARD COSTIGAN, JJ JELINCIC, HENRY JONES, PRIYA MATHUR, AND BILL SLATON AGAINST PLAINTIFFS

08/17/2017 Judgment

Filed by Defendant/Respondent

08/15/2017 Notice -NOTICE OF DEFENDANTS' SUBMISSION OF JOINT PETITION FOR COORDINATION OF ACTIONS

08/15/2017 Notice (of Defendants' Submission of Joint Petition for Coordination of Actions)

Filed by Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

08/04/2017 Minute order entered: 2017-08-04 00:00:00

Filed by Clerk

07/21/2017 Notice of Ruling -PLAINTIFFS' NOTICE OF RULING RE HEARING AND STATUS CONFERENCE ON JULY 18, 2017

07/21/2017 Notice of Ruling

Filed by Plaintiff/Petitioner

07/18/2017 Minute order entered: 2017-07-18 00:00:00

Filed by Clerk

07/18/2017 Minute Order -

07/18/2017 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore -

07/18/2017 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore

Filed by Court

07/12/2017 -JOINT STATUS CONFERENCE STATEMENT

07/12/2017 Case Management Statement

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

07/07/2017 Notice NOTICE OF NON-OPPOSITION TO MOTION OF THE TOWERS WATSON DEFENDANTS FOR AN ORDER DETERMINING GOOD FAITH SETTLEMENT

07/07/2017 Notice (of Non-Oppositional to Motion of The Towers Watson Defendants for an Order Determining Good Faith Settlement)

Filed by Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

07/03/2017 Elma Sanchez v. CA Public Employees

07/03/2017 Letter - Returning Ex Parte Communication Correspondence

Filed by Court

06/29/2017 Minute order entered: 2017-06-29 00:00:00

Filed by Clerk

06/29/2017 Minute Order

06/28/2017 Notice of Ruling PLAINTIFFS' NOTICE OF RULING AND ENTRY OF ORDER REGARDING DEFENDANT CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM'S MOTION FOR SUMMARY JUDGMENT OR IN THE ALTERNATIVE SUMMARY ADJUDICATION

06/28/2017 Notice of Ruling

Filed by Plaintiff/Petitioner

06/26/2017 Minute order entered: 2017-06-26 00:00:00

Filed by Clerk

06/19/2017 Minute order entered: 2017-06-19 00:00:00

Filed by Clerk

06/15/2017 Minute order entered: 2017-06-15 00:00:00

Filed by Clerk

06/15/2017 Minute Order

06/15/2017 Motion for Summary Judgment MOTION FOR SUMMARY JUDGMENT/ADJUDICATION

06/15/2017 Ruling on Motion for Summary Judgment/Adjudication

Filed by Court

06/14/2017 Notice of Ruling PLAINTIFFS' NOTICE OF RULING RE STATUS CONFERENCE ON JUNE 8, 2017

06/14/2017 Notice of Ruling

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

06/08/2017 Minute order entered: 2017-06-08 00:00:00

Filed by Clerk

06/08/2017 Minute order entered: 2017-06-08 00:00:00

Filed by Clerk

06/08/2017 Minute Order

06/08/2017 Stipulation and Order to use Certified Shorthand Reporter

06/08/2017 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore

Filed by Court

Click on any of the below link(s) to see Register of Action Items on or before the date indicated:

[TOP](#) [10/11/2022](#) [03/17/2022](#) [07/23/2021](#) [08/21/2020](#) [05/08/2020](#) [09/05/2019](#) [05/31/2019](#) [04/02/2019](#) [11/02/2018](#)
[03/01/2018](#) [09/27/2017](#) [06/06/2017](#) [11/16/2016](#) [04/29/2016](#) [11/20/2015](#) [06/03/2015](#) [05/29/2014](#) [10/31/2013](#)

06/06/2017 Stipulation and Order STIPULATION AND ORDER CONTINUING HEARING DATE ON TOWERS WATSON DEFENDANTS' MOTION FOR AN ORDER DETERMINING GOOD FAITH SETTLEMENT

06/06/2017 Stipulation and Order (Continuing Hearing Date on Towers Watson Defendants' Motion for an Order Determining Good Faith Settlement)

06/02/2017 Minute order entered: 2017-06-02 00:00:00

Filed by Clerk

06/02/2017 Notice of Related Case STATEMENT OF THE TOWERS WATSON DEFENDANTS IN SUPPORT OF CALPERS' NOTICE OF RELATED CASE

06/02/2017 JOINT STATUS CONFERENCE STATEMENT

06/02/2017 Joint Status Conference Statement

Filed by California Public Employees' Retirement System (Defendant)

06/02/2017 Statement of the Towers Watson Defendants in Support of Calpers' Notice of Related Case

Filed by Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

05/25/2017 Notice of Related Case

05/25/2017 Notice of Related Case

Filed by Holly Wedding (Plaintiff)

05/19/2017 Declaration DECLARATION OF SUSAN ALLISON IN SUPPORT OF THE TOWERS WATSON DEFENDANTS' MOTION FOR AN ORDER DETERMINING GOOD FAITH SETTLEMENT

05/19/2017 Stipulation and Order STIPULATION AND [PROPOSED] ORDER FOR LEAVE TO FILE SECOND AMENDED COMPLAINT

05/19/2017 Notice of Motion NOTICE OF MOTION AND MOTION OF THE TOWERS WATSON DEFENDANTS FOR AN ORDER DETERMINING GOOD FAITH SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

05/19/2017 Proof of Service (not Summons and Complaint)

05/19/2017 Proof of Service (not Summons and Complaint)

Filed by Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

05/19/2017 Notice of Motion (and Motion of the Towers Watson Defendants for an Order Determining Good Faith Settlement; Memorandum of Points and Authorities in Support Thereof)

Filed by Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

05/19/2017 Motion for an Order

Filed by Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

05/19/2017 Response

Filed by Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

05/18/2017 Declaration DECLARATION OF GRETCHEN M. NELSON IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT BETWEEN PLAINTIFFS AND THE TOWERS WATSON DEFENDANTS

05/18/2017 Memorandum of Points & Authorities PLAINTIFFS' MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT

05/18/2017 Reply REPLY DECLARATION OF KATHLEEN DONNESON IN SUPPORT OF CALPERS DEFENDANTS' REPLY IN SUPPORT OF ITS MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION

05/18/2017 Objection CALPERS DEFENDANTS' OBJECTIONS TO DECLARATION OF QUENTIN GREGOR IN SUPPORT OF ITS MOTION FOR SUMMARY JUDGEMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION

05/18/2017 Reply REPLY DECLARATION OF ADAM J. THURSTON IN SUPPORT OF CALPERS DEFENDANTS' MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION

05/18/2017 Proof of Service (not Summons and Complaint)

05/18/2017 Reply REPLY BRIEF IN SUPPORT OF CALPERS DEFENDANTS' MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION

05/18/2017 Motion for Preliminary Approval of Settlement PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT BETWEEN PLAINTIFFS AND THE TOWERS WATSON DEFENDANTS

05/18/2017 Proof of Service (not Summons and Complaint) PROOF OF SERVICE OF CALPERS DEFENDANTS' REPLY IN SUPPORT OF ITS MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION; AND SUPPORTING DOCUMENTS

05/18/2017 Reply REPLY TO PLAINTIFFS' RESPONSE TO SEPARATE STATEMENT OF UNDISPUTED MATERIAL FACTS IN SUPPORT OF CALPERS DEFENDANTS' MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION

05/18/2017 Objection CALPERS DEFENDANTS' OBJECTIONS TO DECLARATION OF CABE W. CHADICK IN SUPPORT OF ITS MOTION FOR SUMMARY JUDGEMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION

05/18/2017 Objection CALPERS DEFENDANTS' OBJECTIONS TO DECLARATION OF WILLIAM D. HAGER IN SUPPORT OF ITS MOTION FOR SUMMARY JUDGEMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION

05/18/2017 Proof of Service (not Summons and Complaint)

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/18/2017 Memorandum of Points & Authorities (in Support of Motion for Preliminary Approval of Class Settlement)

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/18/2017 Declaration (of Gretchen M. Nelson in Support of Plaintiffs' Motion for Preliminary Approval of Class Settlement Between Plaintiffs and the Towers Watson Defendants)

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/18/2017 Objection (to Declaration of William D. Hager in Support of its Motion for Summary Judgement or, in the Alternative, Summary Adjudication)

Filed by Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

05/18/2017 Notice of Motion and Motion for Preliminary Approval of Class Settlement Between Plaintiffs and the Towers Watson Defendants
Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/18/2017 Reply (Brief in Support of Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication)
Filed by California Public Employees' Retirement System (Defendant)

05/18/2017 Reply (to Plaintiffs' Response to Separate Statement of Undisputed Material Facts in Support of Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication)
Filed by California Public Employees' Retirement System (Defendant)

05/18/2017 Reply (Declaration of Adam J. Thurston in Support of Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication)
Filed by California Public Employees' Retirement System (Defendant)

05/18/2017 Objection (to Declaration of Cabe W. Chadick in Support of its Motion for Summary Judgment or, in the Alternative, Summary Adjudication)
Filed by California Public Employees' Retirement System (Defendant)

05/18/2017 Objection (to Declaration of Quentin Gregor in Support of its Motion for Summary Judgment or, in the Alternative, Summary Adjudication)
Filed by California Public Employees' Retirement System (Defendant)

05/18/2017 Proof of Service (not Summons and Complaint)
Filed by California Public Employees' Retirement System (Defendant)

05/18/2017 Reply (Declaration of Kathleen Donneson in Support of Calpers Defendants' Reply in Support of its Motion for Summary Judgment or, in the Alternative, Summary Adjudication)
Filed by California Public Employees' Retirement System (Defendant)

05/09/2017 Minute order entered: 2017-05-09 00:00:00
Filed by Clerk

05/09/2017 Minute Order

05/02/2017 Status Report JOINT STATUS CONFERENCE STATEMENT

05/02/2017 Case Management Statement
Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 Response PLAINTIFFS' RESPONSE TO THE SEPARATE STATEMENT OF ALLEGED UNDISPUTED MATERIAL FACTS IN SUPPORT OF CALPERS DEFENDANTS' MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY

05/01/2017 Opposition PLAINTIFFS' APPENDIX OF EXHIBITS IN OPPOSITION TO CALPERS DEFENDANTS' MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION

05/01/2017 Declaration DECLARATION OF GRETCHEN M. NELSON IN SUPPORT OF PLAINTIFFS' OPPOSITION TO CALPERS DEFENDANTS' MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION

05/01/2017 Request for Judicial Notice PLAINTIFFS' REQUEST FOR JUDICIAL NOTICE IN OPPOSITION TO THE CALPERS DEFENDANTS' MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION

05/01/2017 Opposition PLAINTIFFS' APPENDIX OF EXHIBITS IN OPPOSITION TO CALPERS DEFENDANTS' MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION

05/01/2017 Declaration DECLARATION OF CABE W. CHADICK IN SUPPORT OF PLAINTIFFS' OPPOSITION TO CALPERS DEFENDANTS' MOTION FOR SUMMARY JUDGMENT OR SUMMARY ADJUDICATION

05/01/2017 Separate Statement PLAINTIFFS' SEPARATE STATEMENT OF ADDITIONAL MATERIAL FACTS IN OPPOSITION TO CALPERS DEFENDANTS' MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE,

SUMMARY ADJUDICATION

05/01/2017 Opposition PLAINTIFFS' APPENDIX OF EXHIBITS IN OPPOSITION TO CALPERS DEFENDANTS' MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION

05/01/2017 Opposition PLAINTIFFS' APPENDIX OF EXHIBITS IN OPPOSITION TO CALPERS DEFENDANTS' MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION

05/01/2017 Objection PLAINTIFFS' OBJECTIONS TO EVIDENCE IN SUPPORT OF THE CALPERS DEFENDANTS' MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION

05/01/2017 Opposition PLAINTIFFS' APPENDIX OF EXHIBITS IN OPPOSITION TO CALPERS DEFENDANTS' MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY

05/01/2017 Opposition PLAINTIFFS' APPENDIX OF EXHIBITS IN OPPOSITION TO CALPERS DEFENDANTS' MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION

05/01/2017 Notice of Lodging PLAINTIFFS' NOTICE OF LODGING OF MATERIAL CONDITIONALLY UNDER SEAL IN OPPOSITION TO THE CALPERS DEFENDANTS' MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY

05/01/2017 Memorandum of Points & Authorities PLAINTIFFS' MEMORANDUM OF POINTS AND AUTHORITIES IN OPPOSITION TO CALPERS DEFENDANTS' MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION

05/01/2017 Declaration DECLARATION OF QUINTIN GREGOR IN SUPPORT OF OPPOSITION TO CALPERS DEFENDANTS' MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION

05/01/2017 Opposition PLAINTIFFS' APPENDIX OF EXHIBITS IN OPPOSITION TO CALPERS DEFENDANTS' MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION

05/01/2017 Opposition PLAINTIFFS' APPENDIX OF EXHIBITS IN OPPOSITION TO CALPERS DEFENDANTS' MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION

05/01/2017 Supplemental Declaration PLAINTIFFS' SUPPLEMENTAL NOTICE OF LODGING OF MATERIAL CONDITIONALLY UNDER SEAL IN OPPOSITION TO THE CALPERS DEFENDANTS' MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION

05/01/2017 Proof of Service (not Summons and Complaint) PROOF OF SERVICE OF PLAINTIFFS' APPENDIX OF EXHIBITS IN OPPOSITION TO CALPERS DEFENDANTS' MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION VOL 1 TO 9

05/01/2017 Declaration DECLARATION OF WILLIAM D. HAGER IN OPPOSITION TO CALPERS DEFENDANTS' MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION

05/01/2017 Opposition PLAINTIFFS' APPENDIX OF EXHIBITS IN OPPOSITION TO CALPERS DEFENDANTS' MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION

05/01/2017 Objection PLAINTIFFS' PROCEDURAL OBJECTIONS TO THE CALPERS DEFENDANTS' PAPERS IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION

05/01/2017 Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication (Volume 2 of 9)
Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication (Volume 1 of 9)
Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication (Volume 4 of 9)
Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication (Volume 5 of 9)

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication (Volume 6 of 9)

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication (Volume 7 of 9)

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication (Volume 8 of 9)

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 Request for Judicial Notice

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication. (Volume 9 of 9)

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication - Volume 3 of 9

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 Plaintiffs' Separate Statement of Additional Material Facts in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication (Redacted for Public Filing)

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 Memorandum of Points & Authorities (in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication (Public Redacted Version))

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 Proof of Service of Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication - Vol. 1 to 9

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 of Material Conditionally Under Seal in Opposition to the Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 Declaration (of Gretchen M. Nelson in Support of Plaintiffs' Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication)

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 Response (to the Separate Statement of Alleged Undisputed Material Facts in Support of Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication)

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 Objection (to Evidence in Support of the Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication)

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 Declaration (of Quintin Gregor in Support of Opposition to Calpers Defendants' Motion for Summary Judgment or, in the alternative, Summary Adjudication)

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 Declaration (of William D. Hager in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication)

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 Declaration (of Cabe W. Chadick in Support of Plaintiffs' Opposition to Calpers Defendants' Motion for Summary Judgment or Summary Adjudication)

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 Objection Document

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 Notice of Lodging (of Material Conditionally Under Seal in Opposition to the Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication)

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

03/15/2017 Proof of Service (not Summons and Complaint)

03/15/2017 Request for Judicial Notice [CORRECTED] REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF CALPERS DEFENDANTS' MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION [VOLUME 1 OF 21

03/15/2017 Request for Judicial Notice REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF CALPERS DEFENDANTS' MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION

03/15/2017 Request for Judicial Notice

Filed by Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

03/15/2017 Proof of Service (not Summons and Complaint)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Michael Bilbery (Defendant) et al.

03/15/2017 Request for Judicial Notice

Filed by Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

03/13/2017 Notice NOTICE OF HEARING ON TOWERS WATSON'S MOTION FOR SUMMARY JUDGMENT

03/13/2017 Notice (of Hearing on Towers Watson's Motion for Summary Judgment)

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

03/10/2017 Declaration DECLARATION OF ADAM J. THURSTON IN SUPPORT OF CALPERS DEFENDANTS' MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION

03/10/2017 Exhibit List EXHIBIT BOOK IN SUPPORT OF THE CALPERS DEFENDANTS' MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION [VOLUME 1 OF 2 EXHIBITS 1 THROUGH 30]

03/10/2017 Motion for Summary Judgment THE CALPERS DEFENDANTS' NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION

03/10/2017 Memorandum of Points & Authorities MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF CALPERS DEFENDANTS' MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION

03/10/2017 Declaration DECLARATION OF KATHLEEN DONNESON IN SUPPORT OF THE CALPERS DEFENDANTS' MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION

03/10/2017 Separate Statement SEPARATE STATEMENT OF UNDISPUTED MATERIAL FACTS IN SUPPORT OF CALPERS DEFENDANTS' MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION

03/10/2017 Exhibit List EXHIBIT BOOK IN SUPPORT OF THE CALPERS DEFENDANTS' MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION [VOLUME 2 OF 2 EXHIBITS 31 THROUGH 51]

03/10/2017 Exhibit Book in Support of the Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication [Volume 2 of 2 - Exhibits 31 through 51]

Filed by Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

03/10/2017 Exhibit Book in Support of the Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication [Volume 1 of 2 - Exhibits 1 Through 30]

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); California Public Employees' Retirement System (Defendant) et al.

03/10/2017 Memorandum of Points & Authorities (in Support of Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); California Public Employees' Retirement System (Defendant) et al.

03/10/2017 Separate Statement (of Undisputed Material Facts in Support of Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); California Public Employees' Retirement System (Defendant) et al.

03/10/2017 Declaration (of Adam J. Thurston in Support of Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication)

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Michael Bilbery (Defendant) et al.

03/10/2017 Declaration (of Kathleen Donneson in Support of the Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication)

Filed by Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

03/10/2017 Motion for Summary Judgment

Filed by Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

03/08/2017 Minute order entered: 2017-03-08 00:00:00

Filed by Clerk

03/08/2017 Minute Order

03/08/2017 Minute Order

02/03/2017 Minute order entered: 2017-02-03 00:00:00

Filed by Clerk

02/03/2017 Minute Order

01/27/2017 JOINT STATUS CONFERENCE STATEMENT

01/27/2017 Case Management Statement

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

01/25/2017 Stipulation and Order STIPULATION AND ORDER CONTINUING HEARING DATE ON TOWERS WATSON DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

01/25/2017 Stipulation and Order (Continuing Hearing Date on Towers Watson Defendants' Motion for Summary Judgment)

Filed by Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

01/20/2017 Objection EVIDENTIARY OBJECTIONS TO DECLARATION OF CABE W. CHADICK FILED IN OPPOSITION TO TOWERS WATSON DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

01/20/2017 Objection EVIDENTIARY OBJECTIONS TO DECLARATION OF MICHAEL J. BIDART FILED IN OPPOSITION TO TOWERS WATSON DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

01/20/2017 Proof of Service (not Summons and Complaint) PROOF OF SERVICE OF REPLY MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION OF TOWERS WATSON DEFENDANTS FOR SUMMARY JUDGMENT AND RELATED DOCUMENTS

01/20/2017 Separate Statement TOWERS WATSON DEFENDANTS' RESPONSE TO PLAINTIFFS' SEPARATE STATEMENT OF ADDITIONAL "MATERIAL FACTS"

01/20/2017 Reply REPLY MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION OF TOWERS WATSON DEFENDANTS FOR SUMMARY JUDGMENT

01/20/2017 Towers Watson Defendants' Response to Plaintiffs' Separate Statement of Additional "Material Facts"
Filed by Towers Perrin (Defendant); Towers Watson Co. (Defendant)

01/20/2017 Evidentiary Objections to Declaration of Cabe W. Chadick Filed in Opposition to Towers Watson Defendants'
Motion for Summary Judgment
Filed by Towers Perrin (Defendant); Towers Watson Co. (Defendant)

01/20/2017 Reply (Memorandum of Points and Authorities in Support of Motion of Towers Watson Defendants for Summary
Judgment)
Filed by Towers Perrin (Defendant); Towers Watson Co. (Defendant)

01/20/2017 Proof of Service (not Summons and Complaint)
Filed by Towers Perrin (Defendant); Towers Watson Co. (Defendant)

01/20/2017 Evidentiary Objections to Declaration of Michael J. Bidart Filed in Opposition to Towers Watson Defendants'
Motion for Summary Judgment
Filed by Towers Perrin (Defendant); Towers Watson Co. (Defendant)

01/09/2017 Opposition PLAINTIFFS' APPENDIX OF EVIDENCE IN SUPPORT OF OPPOSITION TO TOWERS WATSON'S
MOTION FOR SUMMARY JUDGMENT [PUBLIC REDACTED VERSION]

01/09/2017 Separate Statement PLAINTIFFS' SEPARATE STATEMENT OF ADDITIONAL MATERIAL FACTS IN
OPPOSITION TO TOWERS WATSON DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

01/09/2017 Declaration DECLARATION OF MICHAEL J. BIDART IN SUPPORT OF PLAINTIFFS OPPOSITION TO
TOWERS WATSON'S MOTION FOR SUMMARY JUDGMENT

01/09/2017 Notice of Lodging PLAINTIFFS' NOTICE OF LODGING CONDITIONALLY UNDER SEAL CONFIDENTIAL
MATERIAL IN SUPPORT OF PLAINTIFFS' OPPOSITION TO TOWERS WATSON DEFENDANTS'

01/09/2017 Declaration DECLARATION OF CABE W. CHADICK IN SUPPORT OF PLAINTIFFS' OPPOSITION TO
TOWERS WATSON DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

01/09/2017 Motion for Summary Judgment PLAINTIFFS' APPENDIX OF EVIDENCE IN SUPPORT OF OPPOSITION TO
TOWERS WATSON'S MOTION FOR SUMMARY JUDGMENT [PUBLIC REDACTED VERSION]

01/09/2017 Memorandum of Points & Authorities PLAINTIFFS' MEMORANDUM OF POINTS AND AUTHORITIES IN
OPPOSITION TO THE TOWERS WATSON DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

01/09/2017 Opposition PLAINTIFF'S' APPENDIX OF EVIDENCE IN SUPPORT OF OPPOSITION TO TOWERS WATSON'S
MOTION FOR SUMMARY JUDGMENT [PUBLIC REDACTED VERSION]

01/09/2017 Response PLAINTIFFS' RESPONSE TO SEPARATE STATEMENT OF UNDISPUTED MATERIAL FACTS IN
SUPPORT OF TOWERS WATSON DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

01/09/2017 Miscellaneous-Other
Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

01/09/2017 Plaintiffs' Memorandum of Points and Authorities in Opposition to the Towers Watson Defendants' Motion for
Summary Judgment
Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

01/09/2017 Declaration (of Michael J. Bidart in Support of Plaintiffs' Opposition to Towers Watson's Motion for Summary
Judgment)
Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

01/09/2017 Plaintiffs' Response to Separate Statement of Undisputed Material Facts in Support of Towers Watson
Defendants' Motion for Summary Judgment
Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

01/09/2017 Plaintiff's Notice of Lodging Conditionally Under Seal Confidential Material in Support of Plaintiffs' Opposition to
Towers Watson Defendants' Motion for Summary Judgment [Cal. R. Ct. 255.1]
Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

01/09/2017 Declaration (of Cabe W. Chadick in Support of Plaintiffs' Opposition to Towers Watson Defendants' Motion for Summary Judgement)

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

01/09/2017 Plaintiffs' Appendix of Evidence in Support of Opposition to Towers Watson's Motion for Summary Judgment [Public Redacted Version] Part 1 of 3

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

01/09/2017 Plaintiffs' Appendix of Evidence in Support of Opposition to Towers Watson's Motion for Summary Judgment [Public Redacted Version] Part 2 of 3

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

01/09/2017 Plaintiffs' Appendix of Evidence in Support of Opposition to Towers Watson's Motion for Summary Judgment [Public Redacted Version] Part 3 of 3

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

11/28/2016 Notice of Ruling NOTICE OF RULING AT FURTHER STATUS CONFERENCE

11/28/2016 Notice of Ruling

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

11/21/2016 Minute order entered: 2016-11-21 00:00:00

Filed by Clerk

11/21/2016 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore

11/21/2016 Minute Order

11/21/2016 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

11/17/2016 Minute order entered: 2016-11-17 00:00:00

Filed by Clerk

11/17/2016 Minute Order

11/17/2016 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore

11/17/2016 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore

Filed by Clerk

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11/16/2016 Notice of Motion NOTICE OF MOTION AND MOTION OF THE TOWERS WATSON DEFENDANTS FOR SUMMARY JUDGMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

11/16/2016 Separate Statement SEPARATE STATEMENT OF UNDISPUTED MATERIAL FACTS IN SUPPORT OF TOWERS WATSON DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

11/16/2016 Declaration DECLARATION OF SUSAN ALLISON IN SUPPORT OF TOWERS WATSON DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

11/16/2016 Proof of Service (not Summons and Complaint) PROOF OF SERVICE: TOWERS WATSON DEFENDANTS' MOTION FOR SUMMARY JUDGMENT AND RELATED DOCUMENTS

11/16/2016 Motion for Summary Judgment APPENDIX OF EVIDENCE IN SUPPORT OF TOWERS WATSON DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

11/16/2016 Declaration DECLARATION OF AMANDA A. SCANDLEN IN SUPPORT OF TOWERS WATSON DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

11/16/2016 Request for Judicial Notice REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF TOWERS WATSON DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

11/16/2016 Motion for Summary Judgment APPENDIX OF EVIDENCE IN SUPPORT OF TOWERS WATSON DEFENDANTS' MOTION FOR SUMMARY JUDGMENT [VOLUME 1 OF 3, EXHS. 1 THROUGH 15]

11/16/2016 Notice of Motion CORRECTED NOTICE OF MOTION OF THE TOWERS WATSON DEFENDANTS FOR SUMMARY JUDGMENT

11/16/2016 Motion for Summary Judgment APPENDIX OF EVIDENCE IN SUPPORT OF TOWERS WATSON DEFENDANTS' MOTION FOR SUMMARY JUDGMENT [VOLUME 3 OF 3, EXHS. 61 THROUGH 78]

11/16/2016 Appendix of Evidence in Support of Towers Watson Defendants' Motion for Summary Judgment [Volume 1 of 3, Exhs. 1 through 15]

Filed by Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

11/16/2016 Appendix of Evidence in Support of Towers Watson Defendants' Motion for Summary Judgment [Volume 3 of 3, Exhs. 61 through 78]

Filed by Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

11/16/2016 Appendix of Evidence in Support of Towers Watson Defendants' Motion for Summary Judgment [Volume 2 of 3, Exhs. 16 through 60]

Filed by Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

11/16/2016 Separate Statement (of Undisputed Material Facts in Support of Towers Watson Defendants' Motion for Summary Judgment)

Filed by Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

11/16/2016 Request for Judicial Notice

Filed by Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

11/16/2016 Declaration (of Susan Allison in Support of Towers Watson Defendants' Motion for Summary Judgment)

Filed by Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

11/16/2016 Declaration (of Amanda A. Scandlen in Support of Towers Watson Defendant' Motion for Summary Judgment)

Filed by Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

11/16/2016 Motion for Summary Judgment

Filed by Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

11/16/2016 Notice of Motion (of the Towers Watson Defendants for Summary Judgment)

Filed by Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

11/14/2016 Status Report JOINT STATUS CONFERENCE STATEMENT

11/14/2016 Case Management Statement

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

10/28/2016 Minute order entered: 2016-10-28 00:00:00

Filed by Clerk

10/28/2016 Statement of the Case JOINT STATEMENT RE DISCOVERY DISPUTE AND REQUEST FOR CONFERENCE CALL

10/28/2016 Status Report

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

10/17/2016 Stipulation and Order STIPULATION ORDER RE: FURTHER STATUS CONFERENCE ON OCTOBER 28, 2016

10/17/2016 Stipulation and Order STIPULATION AND ORDER RE BRIEFING AND HEARING DATE FOR CROSS-MOTIONS FOR SUMMARY ADJUDICATION/ JUDGMENT AS TO CALPERS DEFENDANTS

10/17/2016 Stipulation and Order (Re: Further Status Conference on October 28, 2016)

Filed by Richard Lodyga (Plaintiff)

10/17/2016 Stipulation and Order (Re Briefing and Hearing Date for Cross-Motions for Summary Adjudication/Judgment as to Calpers Defendants)

Filed by Richard Lodyga (Plaintiff)

10/14/2016 Civil Deposit CIVIL DEPOSIT

10/14/2016 Civil Deposit
Filed by Holly Wedding (Plaintiff)

09/28/2016 Civil Deposit CIVIL DEPOSIT

09/28/2016 Civil Deposit CIVIL DEPOSIT

09/28/2016 Civil Deposit CIVIL DEPOSIT

09/28/2016 Civil Deposit
Filed by Holly Wedding (Plaintiff)

09/20/2016 Notice of Change of Firm Name NOTICE OF CHANGE .OF- CLASS COUNSEL'S FIRM NAME AND CONTACT INFORMATION

09/20/2016 Notice of Change of Address or Other Contact Information
Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

09/19/2016 Minute order entered: 2016-09-19 00:00:00
Filed by Clerk

09/19/2016 Minute Order MINUTES ENTERED 09/19/16 COUNTY CLERK

07/22/2016 Stipulation and Order
Filed by Tillinghast-Towers Perrin (Defendant); Towers Watson Co. (Defendant)

07/06/2016 Miscellaneous-Other
Filed by California Public Employees' Retirement System (Defendant)

07/06/2016 Notice of Ruling
Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

06/29/2016 Minute order entered: 2016-06-29 00:00:00
Filed by Clerk

06/29/2016 Miscellaneous-Other
Filed by Referee

06/27/2016 Case Management Statement
Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

06/24/2016 Notice
Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

06/22/2016 Reply/Response
Filed by California Public Employees' Retirement System (Defendant); Rob Feckner (Defendant)

06/21/2016 Order
Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

06/16/2016 Declaration
Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

06/16/2016 Points and Authorities
Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

06/15/2016 Minute order entered: 2016-06-15 00:00:00
Filed by Clerk

06/06/2016 Notice of Ruling
Filed by Richard Lodyga (Plaintiff)

05/31/2016 Minute order entered: 2016-05-31 00:00:00
Filed by Clerk

05/31/2016 Motion

Filed by Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

05/31/2016 Proof of Service (not Summons and Complaint)

Filed by Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

05/31/2016 Notice of Lodging

Filed by Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

05/31/2016 Notice of Lodging

Filed by Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

05/31/2016 Notice of Lodging

Filed by California Public Employees' Retirement System (Defendant); George Dier (Defendant); Rob Feckner (Defendant)

05/31/2016 Notice of Lodging

Filed by Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

05/31/2016 Notice of Lodging

Filed by Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

05/31/2016 Notice of Lodging

Filed by Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

05/31/2016 Declaration

Filed by Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

05/31/2016 Points and Authorities

Filed by California Public Employees' Retirement System (Defendant); George Dier (Defendant); Rob Feckner (Defendant)

05/31/2016 Order

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/24/2016 Case Management Statement

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

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04/29/2016 Notice

Filed by Richard Lodyga (Plaintiff)

04/20/2016 Status Report

Filed by Referee

04/20/2016 Notice of Case Reassignment and Order for Plaintiff to Give Notice

Filed by Clerk

04/20/2016 Notice of Case Reassignment and Order for Plaintiff to Give Notice

Filed by Clerk

03/30/2016 Notice of Ruling

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

03/28/2016 Minute order entered: 2016-03-28 00:00:00

Filed by Clerk

03/28/2016 Miscellaneous-Other

Filed by Interested Party

03/28/2016 Order

Filed by Clerk

03/28/2016 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore

Filed by Plaintiff/Petitioner

03/21/2016 Case Management Statement

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

03/17/2016 Miscellaneous-Other

Filed by Interested Party

03/17/2016 Miscellaneous-Other

Filed by Interested Party

03/17/2016 Miscellaneous-Other

Filed by Interested Party

03/11/2016 Substitution of Attorney

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

02/11/2016 Notice of Ruling

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

01/28/2016 Minute order entered: 2016-01-28 00:00:00

Filed by Clerk

01/28/2016 Order

Filed by Clerk

01/27/2016 Order

Filed by Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

01/27/2016 Order

Filed by Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

01/27/2016 Order

Filed by Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

01/27/2016 Order

Filed by Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

01/27/2016 Order

Filed by Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

01/27/2016 Order

Filed by Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

01/27/2016 Order

Filed by Towers Watson Co. (Defendant)

01/21/2016 Notice

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

01/20/2016 Miscellaneous-Other

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

01/15/2016 Reply/Response

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

01/11/2016 Brief

Filed by Plaintiff/Petitioner

01/11/2016 Brief

Filed by Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

01/07/2016 Notice of Ruling

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

01/04/2016 Minute order entered: 2016-01-04 00:00:00

Filed by Clerk

12/21/2015 Reply/Response

Filed by Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

12/21/2015 Reply/Response

Filed by Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant)

12/04/2015 Notice of Lodging

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

11/30/2015 Notice of Ruling

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

11/23/2015 Minute order entered: 2015-11-23 00:00:00

Filed by Clerk

11/23/2015 Notice

Filed by California Public Employees' Retirement System (Defendant)

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11/20/2015 Supplemental Declaration

Filed by California Public Employees' Retirement System (Defendant); George Dier (Defendant); Rob Feckner (Defendant)

11/20/2015 Supplemental Declaration

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); California Public Employees' Retirement System (Defendant) et al.

11/20/2015 Opposition Document

Filed by Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

11/19/2015 Reply/Response

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

11/19/2015 Notice

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

11/17/2015 Reply/Response

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

11/17/2015 Declaration

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

11/17/2015 Reply/Response

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

11/06/2015 Notice

Filed by Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan

(Defendant) et al.

11/05/2015 Declaration

Filed by Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

11/05/2015 Opposition Document

Filed by Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

10/30/2015 Objection Document

Filed by Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

10/30/2015 Objection Document

Filed by Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

10/30/2015 Objection Document

Filed by Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

10/30/2015 Objection Document

Filed by Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

10/30/2015 Objection Document

Filed by Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

10/30/2015 Objection Document

Filed by Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

10/30/2015 Objection Document

Filed by Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

10/30/2015 Proof of Service (not Summons and Complaint)

Filed by Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

10/30/2015 Opposition Document

Filed by Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

10/30/2015 Declaration

Filed by Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

10/30/2015 Declaration

Filed by Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

10/30/2015 Declaration

Filed by Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

10/22/2015 Notice of Ruling

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

10/22/2015 Declaration

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

10/22/2015 Notice of Motion

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

10/19/2015 Minute order entered: 2015-10-19 00:00:00

Filed by Clerk

10/19/2015 Opposition Document

Filed by California Public Employees' Retirement System (Defendant)

10/19/2015 Objection Document

Filed by California Public Employees' Retirement System (Defendant)

10/19/2015 Objection Document

Filed by California Public Employees' Retirement System (Defendant)

10/19/2015 Objection Document

Filed by California Public Employees' Retirement System (Defendant)

10/19/2015 Declaration

Filed by California Public Employees' Retirement System (Defendant)

10/19/2015 Declaration

Filed by California Public Employees' Retirement System (Defendant)

10/19/2015 Declaration

Filed by California Public Employees' Retirement System (Defendant)

10/19/2015 Declaration

Filed by California Public Employees' Retirement System (Defendant)

10/19/2015 Declaration

Filed by California Public Employees' Retirement System (Defendant)

10/19/2015 Declaration

Filed by California Public Employees' Retirement System (Defendant)

10/19/2015 Declaration

Filed by California Public Employees' Retirement System (Defendant)

10/16/2015 Status Report

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

10/15/2015 Minute order entered: 2015-10-15 00:00:00

Filed by Clerk

10/15/2015 Status Report

Filed by Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

10/15/2015 Stipulation

Filed by California Public Employees' Retirement System (Defendant)

09/23/2015 Notice of Ruling

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

09/22/2015 Minute order entered: 2015-09-22 00:00:00

Filed by Clerk

09/21/2015 Status Report

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

09/15/2015 Declaration

Filed by Richard Lodyga (Plaintiff)

09/15/2015 Declaration

Filed by Richard Lodyga (Plaintiff)

09/15/2015 Declaration

Filed by Richard Lodyga (Plaintiff)

09/15/2015 Declaration

Filed by Richard Lodyga (Plaintiff)

09/15/2015 Points and Authorities

Filed by Richard Lodyga (Plaintiff)

09/15/2015 Declaration

Filed by Richard Lodyga (Plaintiff)

09/15/2015 Declaration

Filed by Richard Lodyga (Plaintiff)

09/15/2015 Declaration

Filed by Richard Lodyga (Plaintiff)

09/15/2015 Declaration

Filed by Richard Lodyga (Plaintiff)

09/15/2015 Declaration

Filed by Richard Lodyga (Plaintiff)

09/15/2015 Declaration

Filed by Richard Lodyga (Plaintiff)

09/15/2015 Motion

Filed by Richard Lodyga (Plaintiff)

08/24/2015 Association of Attorney

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

07/20/2015 Minute order entered: 2015-07-20 00:00:00

Filed by Clerk

07/17/2015 Status Report

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

07/17/2015 Minute order entered: 2015-07-17 00:00:00

Filed by Clerk

07/02/2015 Notice

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

07/02/2015 Notice

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

06/05/2015 Stipulation and Order

Filed by Plaintiff/Petitioner

06/04/2015 Objection Document

Filed by California Public Employees' Retirement System (Defendant)

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06/03/2015 Notice of Ruling

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/27/2015 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore

Filed by Plaintiff/Petitioner

05/27/2015 Notice of Ruling

Filed by Clerk

05/27/2015 Minute order entered: 2015-05-27 00:00:00

Filed by Clerk

05/13/2015 Reply/Response

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/13/2015 Reply/Response

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/04/2015 Stipulation and Order

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/04/2015 Declaration

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); California Public Employees' Retirement System (Defendant) et al.

05/04/2015 Opposition Document

Filed by Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

05/04/2015 Opposition Document

Filed by Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

04/20/2015 Stipulation and Order

Filed by Plaintiff/Petitioner

04/15/2015 Motion to Compel

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

04/15/2015 Motion to Compel

Filed by Plaintiff/Petitioner

03/26/2015 Order

Filed by Richard Lodyga (Plaintiff)

03/26/2015 Order

Filed by Richard Lodyga (Plaintiff)

03/26/2015 Order

Filed by Richard Lodyga (Plaintiff)

03/26/2015 Minute order entered: 2015-03-26 00:00:00

Filed by Clerk

03/25/2015 Ex-Parte Application

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

03/23/2015 Minute order entered: 2015-03-23 00:00:00

Filed by Clerk

03/20/2015 Status Report

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

09/17/2014 Request

Filed by Defendant/Respondent

08/21/2014 Notice

Filed by Plaintiff/Petitioner

08/20/2014 Minute order entered: 2014-08-20 00:00:00

Filed by Clerk

08/13/2014 Case Management Statement

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

07/25/2014 Order-Protective

Filed by Towers Perrin (Defendant); Towers Watson Co. (Defendant)

07/02/2014 Notice

Filed by Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

06/27/2014 Ntc of Unpaid Filing Fees

Filed by Clerk

06/27/2014 Ntc of Unpaid Filing Fees

Filed by Clerk

06/27/2014 Ntc of Unpaid Filing Fees

Filed by Clerk

06/27/2014 Ntc of Unpaid Filing Fees

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06/27/2014 Ntc of Unpaid Filing Fees

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06/27/2014 Ntc of Unpaid Filing Fees

Filed by Clerk

06/27/2014 Ntc of Unpaid Filing Fees

Filed by Clerk

06/26/2014 Answer

Filed by Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

06/26/2014 Ntc of Unpaid Filing Fees

Filed by Clerk

06/16/2014 Order

Filed by California Public Employees' Retirement System (Defendant)

06/11/2014 Answer to First Amended Complaint

Filed by Towers Perrin (Defendant); Towers Watson Co. (Defendant)

06/11/2014 Stipulation

Filed by Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

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05/29/2014 Minute order entered: 2014-05-29 00:00:00

Filed by Clerk

05/21/2014 Minute order entered: 2014-05-21 00:00:00

Filed by Clerk

05/14/2014 Status Report

Filed by Gretchen Maria Nelson (Attorney)

05/07/2014 Reply/Response

Filed by Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

05/07/2014 Reply/Response

Filed by California Public Employees' Retirement System (Defendant)

04/24/2014 Proof of Service (not Summons and Complaint)

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

04/23/2014 Points and Authorities

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

04/23/2014 Request for Judicial Notice

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

04/23/2014 Points and Authorities

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

04/02/2014 Request for Judicial Notice

Filed by California Public Employees' Retirement System (Defendant); Priya Mathur (Defendant); Bill Slaton (Defendant)

04/02/2014 Demurrer

Filed by California Public Employees' Retirement System (Defendant); Priya Mathur (Defendant); Bill Slaton (Defendant)

04/02/2014 Request for Judicial Notice

Filed by Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

04/02/2014 Demurrer

Filed by Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

03/27/2014 Minute order entered: 2014-03-27 00:00:00

Filed by Clerk

03/26/2014 Miscellaneous-Other

Filed by Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

03/11/2014 Notice and Acknowledgment of Receipt

Filed by Richard Lodyga (Plaintiff)

03/11/2014 Notice and Acknowledgment of Receipt

Filed by Richard Lodyga (Plaintiff)

03/11/2014 Notice and Acknowledgment of Receipt

Filed by Richard Lodyga (Plaintiff)

03/11/2014 Notice and Acknowledgment of Receipt

Filed by Richard Lodyga (Plaintiff)

03/11/2014 Notice and Acknowledgment of Receipt

Filed by Richard Lodyga (Plaintiff)

03/11/2014 Notice and Acknowledgment of Receipt

Filed by Richard Lodyga (Plaintiff)

03/11/2014 Notice and Acknowledgment of Receipt

Filed by Stuart C. Talley (Attorney)

03/11/2014 Notice and Acknowledgment of Receipt

Filed by Richard Lodyga (Plaintiff)

02/28/2014 Proof-Service/Summons

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

02/28/2014 Proof-Service/Summons

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

02/28/2014 Proof-Service/Summons

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

02/19/2014 Notice of Ruling

Filed by California Public Employees' Retirement System (Defendant)

02/18/2014 Minute order entered: 2014-02-18 00:00:00

Filed by Clerk

01/10/2014 Summons

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

01/10/2014 Summons Issued

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

01/10/2014 First Amended Complaint

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

01/09/2014 Minute order entered: 2014-01-09 00:00:00

Filed by Clerk

12/18/2013 FIRST AMENDED COMPLAINT

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

12/18/2013 Summons

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

12/18/2013 First Amended Complaint

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

11/20/2013 Notice of Ruling

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

11/18/2013 Minute order entered: 2013-11-18 00:00:00

Filed by Clerk

11/18/2013 Order

Filed by Clerk

11/08/2013 Minute order entered: 2013-11-08 00:00:00

Filed by Clerk

11/07/2013 Miscellaneous-Other

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

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10/31/2013 Notice

Filed by California Public Employees' Retirement System (Defendant)

10/28/2013 Minute order entered: 2013-10-28 00:00:00

Filed by Clerk

10/25/2013 Order

Filed by California Public Employees' Retirement System (Defendant)

10/23/2013 Notice

Filed by California Public Employees' Retirement System (Defendant)

10/22/2013 Stipulation

Filed by California Public Employees' Retirement System (Defendant)

10/21/2013 Notice

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

10/21/2013 Notice

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

10/17/2013 Reimbursement of Fees

Filed by Defendant/Respondent

10/09/2013 Demurrer

Filed by California Public Employees' Retirement System (Defendant)

10/08/2013 Order

Filed by Clerk

10/08/2013 Minute order entered: 2013-10-08 00:00:00

Filed by Clerk

09/06/2013 Stipulation and Order

Filed by California Public Employees' Retirement System (Defendant)

08/20/2013 Proof-Service/Summons

Filed by Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

08/08/2013 Notice

Filed by Richard Lodyga (Plaintiff)

08/06/2013 SUMMONS

08/06/2013 COMPLAINT AND DEMAND FOR JURY TRIAL 1. BREACH OF CONTRACT; ETC

08/06/2013 Complaint

Filed by Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Richard Lodyga (Plaintiff) et al.

11/12/2001 Declaration

Filed by Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

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[03/01/2018](#) [09/27/2017](#) [06/06/2017](#) [11/16/2016](#) [04/29/2016](#) [11/20/2015](#) [06/03/2015](#) [05/29/2014](#) [10/31/2013](#)

PROCEEDINGS HELD

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Proceedings Held (Proceeding dates listed in descending order)

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05/15/2023 at 11:00 AM in Department 10

Hearing on Motion for Final Approval of Settlement - **Not Held - Vacated by Court**

05/15/2023 at 10:00 AM in Department 10

Jury Trial ((25 Days Estimate)) - **Not Held - Vacated by Court**

03/15/2023 at 10:00 AM in Department 10

Final Status Conference - **Not Held - Vacated by Court**

03/10/2023 at 1:30 PM in Department 10

Trial Setting Conference - **Not Held - Continued - Court's Motion**

03/10/2023 at 1:30 PM in Department 10

Hearing on Motion for Preliminary Approval of Settlement ([Second Class Action Settlement]) - **Held - Motion Granted**

03/10/2023 at 1:30 PM in Department 10

Further Status Conference - **Not Held - Continued - Court's Motion**

03/07/2023 at 09:00 AM in Department 10

Further Status Conference - **Not Held - Continued - Party's Motion**

03/07/2023 at 09:00 AM in Department 10

Trial Setting Conference - **Not Held - Continued - Party's Motion**

03/07/2023 at 09:00 AM in Department 10

Hearing on Motion for Preliminary Approval of Settlement - **Not Held - Continued - Party's Motion**

03/07/2023 at 2:00 PM in Department 10

Hearing on Motion for Preliminary Approval of Settlement - **Not Held - Continued - Court's Motion**

03/07/2023 at 2:00 PM in Department 10
Further Status Conference - **Not Held - Continued - Court's Motion**

03/07/2023 at 2:00 PM in Department 10
Trial Setting Conference - **Not Held - Continued - Court's Motion**

02/24/2023 at 11:00 AM in Department 10
Trial Setting Conference - **Not Held - Continued - Party's Motion**

02/24/2023 at 11:00 AM in Department 10
Hearing on Motion for Preliminary Approval of Settlement - **Not Held - Continued - Party's Motion**

02/24/2023 at 11:00 AM in Department 10
Further Status Conference - **Not Held - Continued - Party's Motion**

02/10/2023 at 11:00 AM in Department 10
Trial Setting Conference - **Not Held - Vacated by Court**

02/10/2023 at 11:00 AM in Department 10
Hearing on Motion for Preliminary Approval of Settlement - **Not Held - Vacated by Court**

02/10/2023 at 11:00 AM in Department 10
Further Status Conference - **Not Held - Vacated by Court**

01/31/2023 at 10:00 AM in Department 10
Further Status Conference - **Not Held - Continued - Court's Motion**

01/31/2023 at 10:00 AM in Department 10
Hearing on Motion - Other (To Exclude Expert) - **Not Held - Vacated by Court**

01/09/2023 at 11:00 AM in Department 10
Further Status Conference - **Held**

10/12/2022 at 1:30 PM in Department 10
Further Status Conference - **Held**

06/15/2022 at 2:00 PM in Department 10
Trial Setting Conference - **Held**

06/08/2022 at 10:00 AM in Department 10
Hearing on Motion for Final Approval of Settlement - **Not Held - Advanced and Vacated**

05/09/2022 at 10:30 AM in Department 10
Further Status Conference - **Held**

04/04/2022 at 11:00 AM in Department 10
Further Status Conference - **Held**

04/04/2022 at 11:00 AM in Department 10
Hearing on Motion for Leave (to Apply Funds Remaining from Towers Settlement for Payment of Administration Costs Related to Calpers Settlement) - **Held - Motion Granted**

03/01/2022 at 10:00 AM in Department 10
Jury Trial - **Not Held - Vacated by Court**

02/18/2022 at 10:00 AM in Department 10
Final Status Conference - **Not Held - Vacated by Court**

02/09/2022 at 2:30 PM in Department 10
Further Status Conference - **Not Held - Advanced and Continued - by Court**

02/07/2022 at 10:00 AM in Department 10
Hearing on Motion in Limine (jury instructions, and other pre-trial filings) - **Not Held - Vacated by Court**

12/22/2021 at 10:30 AM in Department 10

Further Status Conference - Held - Taken under Submission**12/01/2021** at 10:00 AM in Department 10Jury Trial - **Not Held - Continued - Stipulation****11/30/2021** at 2:00 PM in Department 10Further Status Conference - **Held**

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09/01/2020 at 09:00 AM in Department 10
Further Status Conference - **Held**

08/12/2020 at 1:30 PM in Department 10
Further Status Conference - **Held**

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07/29/2020 at 1:30 PM in Department 10
Trial Setting Conference - **Held**

07/27/2020 at 09:00 AM in Department 10
Trial Setting Conference - **Not Held - Clerical Error**

07/23/2020 at 09:00 AM in Department 10
Trial Setting Conference - **Held**

07/01/2020 at 09:00 AM in Department 10
Hearing on Motion for Leave to Amend (Complaint) - **Held - Motion Granted**

05/14/2020 at 1:30 PM in Department 10
Hearing on Motion for Leave to Amend (Complaint) - **Not Held - Advanced and Continued - by Court**

04/13/2020 at 10:00 AM in Department 10
Jury Trial ((10 days estimate)) - **Not Held - Advanced and Continued - by Court**

04/10/2020 at 10:00 AM in Department 10
Hearing on Motion for Leave to Amend (Complaint) - **Not Held - Advanced and Continued - by Court**

03/20/2020 at 10:00 AM in Department 10
Final Status Conference - **Not Held - Advanced and Continued - by Court**

03/16/2020 at 1:30 PM in Department 10
Hearing - Other (Re Statement of Decision) - **Not Held - Vacated by Court**

03/13/2020 at 2:00 PM in Department 10
Hearing on Motion in Limine (Re) - **Not Held - Trailed**

02/26/2020 at 1:30 PM in Department 10
Further Status Conference - **Held**

02/20/2020 at 10:00 AM in Department 10
Trial Setting Conference - **Held**

01/10/2020 at 1:30 PM in Department 10
Further Status Conference - **Held - Continued**

10/30/2019 at 10:00 AM in Department 10
Jury Trial ((10 days estimate)) - **Not Held - Continued - Stipulation**

10/22/2019 at 10:30 AM in Department 10
Further Status Conference - **Held**

10/22/2019 at 10:30 AM in Department 10
Hearing on Motion for Order (to Reopen Expert Discovery) - **Held**

10/03/2019 at 10:00 AM in Department 10
Final Status Conference - **Not Held - Continued - Stipulation**

09/11/2019 at 08:30 AM in Department 10
Further Status Conference - **Held - Continued**

09/09/2019 at 11:00 AM in Department 10
Further Status Conference - **Not Held - Advanced and Continued - by Party**

09/05/2019 at 1:30 PM in Department 10

Trial Setting Conference - **Not Held - Taken Off Calendar by Court**

09/05/2019 at 1:30 PM in Department 10

Hearing on Motion for Order (to Reopen Expert Discovery) - **Not Held - Continued - Stipulation**

08/23/2019 at 10:30 AM in Department 10

Hearing on Motion for Order (to Reopen Expert Discovery) - **Not Held - Continued - Stipulation**

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08/21/2019 at 10:00 AM in Department 10

Trial Setting Conference - **Not Held - Trailed**

07/01/2019 at 1:30 PM in Department 10

Further Status Conference ((Informal Conference)) - **Held**

06/11/2019 at 09:30 AM in Department 10

Hearing on Motion in Limine ([Defendant] no. 10 to exclude evidence or argument on re-2013 increase in the merits phase of the jury trial) - **Held - Taken under Submission**

06/11/2019 at 09:30 AM in Department 10

Hearing on Motion in Limine ([Plaintiffs] no. 4 to exclude evidence or any reference to the subjective understanding of insureds of the EOC) - **Held - Taken under Submission**

06/11/2019 at 09:30 AM in Department 10

Hearing on Motion in Limine ([Defendant] no. 6 to exclude evidence not available to entire class) - **Held - Taken under Submission**

06/11/2019 at 09:30 AM in Department 10

Hearing on Motion in Limine ([Plaintiff's] no. 10 to exclude evidence or any reference to the prior settlement between plaintiffs and Towers Watson) - **Held - Taken under Submission**

06/11/2019 at 09:30 AM in Department 10

Hearing on Motion in Limine ([Defendant] no. 4 to exclude evidence of subsequent remedial measures) - **Held - Taken under Submission**

06/11/2019 at 09:30 AM in Department 10

Hearing on Motion in Limine ([Plaintiff's] no. 11 to exclude evidence or any reference to Elma Sanchez and dismissed parties and claims) - **Held - Taken under Submission**

06/11/2019 at 09:30 AM in Department 10

Non-Jury Trial - **Held - Taken under Submission**

06/11/2019 at 09:30 AM in Department 10

Hearing on Motion in Limine ([Defendant] no. 9 to exclude evidence and argument relating to bad acts by Former CALPERS Board Members) - **Held - Taken under Submission**

06/11/2019 at 2:00 PM in Department 10

Hearing on Motion in Limine ([Defendant] no. 5 to exclude evidence related to fiduciary duty) - **Held - Taken under Submission**

06/11/2019 at 2:00 PM in Department 10

Hearing on Motion in Limine ([Defendant] no. 8 to exclude class member testimony) - **Held - Taken under Submission**

06/11/2019 at 2:00 PM in Department 10

Hearing on Motion in Limine ([Defendant] no. 7 to exclude argument that the state will pay a judgment) - **Held - Taken under Submission**

06/10/2019 at 10:00 AM in Department 10

Hearing on Motion in Limine (no. 4 to exclude evidence or any reference to the subjective understanding of insureds of the EOC) - **Held - Continued**

06/10/2019 at 10:00 AM in Department 10

Hearing on Motion in Limine (no. 11 to exclude evidence or any reference to Elma Sanchez and dismissed parties and claims) - **Held - Continued**

06/10/2019 at 10:00 AM in Department 10

Hearing on Motion in Limine ([Defendant] no. 10 to exclude evidence or argument on re-2013 increase in the merits phase of the jury trial) - **Held - Continued**

06/10/2019 at 10:00 AM in Department 10

Hearing on Motion in Limine ([Defendant] no. 9 to exclude evidence and argument relating to bad acts by Former CALPERS Board Members) - **Held - Continued**

06/10/2019 at 10:00 AM in Department 10

Hearing on Motion in Limine ([Defendant] no. 8 to exclude class member testimony) - **Held - Continued**

06/10/2019 at 10:00 AM in Department 10

Hearing on Motion in Limine ([Defendant] no. 7 to exclude argument that the state will pay a judgment) - **Held - Continued**

06/10/2019 at 10:00 AM in Department 10

Hearing on Motion in Limine ([Defendant] no. 6 to exclude evidence not available to entire class) - **Held - Continued**

06/10/2019 at 10:00 AM in Department 10

Hearing on Motion in Limine ([Defendant] no. 5 to exclude evidence related to fiduciary duty) - **Held - Continued**

06/10/2019 at 10:00 AM in Department 10

Hearing on Motion in Limine ([Defendant] no. 4 to exclude evidence of subsequent remedial measures) - **Held - Continued**

06/10/2019 at 10:00 AM in Department 10

Hearing on Motion in Limine (no. 10 to exclude evidence or any reference to the prior settlement between plaintiffs and Towers Watson) - **Held - Continued**

06/06/2019 at 2:00 PM in Department 10

Hearing on Motion in Limine ([Defendant] no. 7 to exclude argument that the state will pay a judgment) - **Not Held - Rescheduled by Court**

06/06/2019 at 2:00 PM in Department 10

Hearing on Motion in Limine ([Defendant] no. 8 to exclude class member testimony) - **Not Held - Rescheduled by Court**

06/06/2019 at 2:00 PM in Department 10

Hearing on Motion in Limine ([Defendant] No. 13 to exclude non-classwide marketing materials) - **Held - Motion Denied**

06/06/2019 at 2:00 PM in Department 10

Hearing on Motion in Limine ([Defendant] No. 12 to exclude the Smoley memorandum) - **Held - Motion Granted**

06/06/2019 at 2:00 PM in Department 10

Hearing on Motion in Limine ([Defendant] No. 11 to exclude exhibits 96 and 1165 from phase 1) - **Held**

06/06/2019 at 2:00 PM in Department 10

Hearing on Motion in Limine ([Defendant] no. 5 to exclude evidence related to fiduciary duty) - **Not Held - Trailed**

06/06/2019 at 2:00 PM in Department 10

Hearing on Motion in Limine ([Plaintiffs] No. 12 to exclude evidence of inflation protection provisions in long-term-care policies issued by other insurers and actions by other state insurance regulators) - **Held**

06/06/2019 at 2:00 PM in Department 10

Hearing on Motion in Limine ([Plaintiffs] No. 13 to exclude evidence relating to earlier premium increases in phase one of trial) - **Held - Continued**

06/06/2019 at 2:00 PM in Department 10

Hearing on Motion in Limine ([Plaintiffs] No. 14 to exclude reference to the contract or Plaintiffs' interpretation as a "suicide pact") - **Held - Motion Denied**

06/03/2019 at 2:30 PM in Department 10

Hearing on Motion - Other (.) - **Held**

05/28/2019 at 10:00 AM in Department 10
Hearing on Motion in Limine (by plaintiffs no. 8 to exclude testimony as to what CALPERS might do if a judgment is entered against it) - **Held**

05/28/2019 at 10:00 AM in Department 10
Final Status Conference - **Held**

05/28/2019 at 10:00 AM in Department 10
Hearing on Motion in Limine (by plaintiff no. 1 to exclude evidence of inflation protection provisions in long-term care policies issued by other insurers) - **Held**

05/28/2019 at 10:00 AM in Department 10
Hearing on Motion in Limine (by plaintiffs no. 2 to exclude evidence of premium increases by other insurers or approvals of increases by non-California State Regulators) - **Held**

05/28/2019 at 10:00 AM in Department 10
Hearing on Motion in Limine (by plaintiffs no. 3 to exclude evidence regarding the decline in the long-term-care insurance industry) - **Held**

05/28/2019 at 1:45 PM in Department 10
Final Status Conference - **Not Held - Advanced and Continued - by Court**

05/23/2019 at 09:30 AM in Department 10
Hearing on Motion to Bifurcate (contract interpretation and CALPERS' statute of limitation defense) - **Held**

05/23/2019 at 09:30 AM in Department 10
Hearing on Motion - Other (to File a Cross-Complaint) - **Held**

05/21/2019 at 10:00 AM in Department 10
Hearing on Motion - Other (to File a Cross-Complaint) - **Not Held - Trailed**

05/15/2019 at 09:00 AM in Department 10
Hearing on Motion in Limine (Plaintiffs' Motions in Limine Nos. 1-9; Defendants' Motions in Limine Nos. 1-3) - **Not Held - Advanced and Vacated**

05/14/2019 at 09:00 AM in Department 10
Hearing on Motion in Limine (Plaintiffs' Motions in Limine Nos. 1 -9; Defendants' Motions in Limine 1-3) - **Not Held - Advanced and Vacated**

04/25/2019 at 1:45 PM in Department 10
Status Conference - **Held**

04/18/2019 at 10:30 AM in Department 11
Hearing on Motion in Limine (Re Experts) - **Not Held - Advanced and Continued - by Court**

04/17/2019 at 10:00 AM in Department 11
Hearing on Motion in Limine (Re Experts) - **Not Held - Advanced and Continued - by Court**

04/04/2019 at 11:00 AM in Department 11
Status Conference - **Held**

03/11/2019 at 11:00 AM in Department 11
Status Conference ((Telephonic)) - **Held**

02/27/2019 at 10:30 AM in Department 11
Status Conference - **Held**

02/20/2019 at 10:00 AM in Department 11
Further Status Conference - **Not Held - Clerical Error**

02/20/2019 at 10:00 AM in Department 11
Further Status Conference - **Held**

02/11/2019 at 11:00 AM in Department 11

Hearing on Motion - Other (to Opt Out) - **Held - Taken under Submission**

01/17/2019 at 10:00 AM in Department 11

Hearing on Motion - Other (to Opt Out) - **Not Held - Advanced and Continued - by Court**

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11/02/2018 at 10:00 AM in Department 11

Further Status Conference (re; Trial dates) - **Held**

08/14/2018 at 09:00 AM in Department 11

Further Status Conference (Further Status Conference; Vacated) -

08/14/2018 at 09:00 AM in Department 11

Further Status Conference

05/04/2018 at 1:30 PM in Department 11

(Motion; Continued by Stipulation) -

04/19/2018 at 09:00 AM in Department 11

Unknown Event Type

04/10/2018 at 09:00 AM in Department 308

Non-Appearance Case Review (Non-Appearance (Case Review); Continued by Court) -

01/31/2018 at 09:00 AM in Department 308

Hearing on Motion for Summary Judgment (Motion for Summary Judgment; Vacated) -

01/31/2018 at 09:00 AM in Department 308

Hearing on Motion for Summary Judgment

01/26/2018 at 11:00 AM in Department 308

Fairness Hearing - **Held - Motion Granted**

01/10/2018 at 08:30 AM in Department 308

Non-Appearance Case Review

01/10/2018 at 08:30 AM in Department 308

Non-Appearance Case Review - **Held**

10/25/2017 at 10:00 AM in Department 308

Hearing on Motion for Preliminary Approval of Settlement - **Held - Motion Granted**

10/13/2017 at 08:30 AM in Department 308

Non-Appearance Case Review - **Held**

10/13/2017 at 08:30 AM in Department 308

Non-Appearance Case Review

10/12/2017 at 09:00 AM in Department 308

Non-Appearance Case Review (Non-Appearance (Case Review); Court makes order) -

10/02/2017 at 09:00 AM in Department 308

Jury Trial (Jury Trial; Vacated) -

09/22/2017 at 09:00 AM in Department 308

Hearing on Motion for Preliminary Approval of Settlement (Preliminary Approval of Settlement; Court makes order) -

09/18/2017 at 09:00 AM in Department 308

Final Status Conference (Final Status Conference; Vacated) -

08/18/2017 at 08:30 AM in Department 308

Non-Appearance Case Review - **Held**

08/04/2017 at 09:00 AM in Department 308
Hearing on Motion for Summary Judgment

07/18/2017 at 1:45 PM in Department 308
Hearing on Motion for Determination of Good Faith Settlement (CCP 877.6) (Motion for Good Faith Settlement; Continued by Court) -

06/29/2017 at 09:00 AM in Department 308
Non-Appearance Case Review - **Held**

06/26/2017 at 10:00 AM in Department 308
Hearing on Motion for Summary Judgment (MOTION-SUMMARY JUDGMENT; Continued by Stipulation) -

06/19/2017 at 10:00 AM in Department 308
Hearing on Motion for Determination of Good Faith Settlement (CCP 877.6)

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06/15/2017 at 09:00 AM in Department 308
Ruling on Submitted Matter (Ruling on Submitted Matter; Granted in Part) -

06/08/2017 at 09:00 AM in Department 308
Non-Appearance Case Review (Non-Appearance (Case Review); Continued by Stipulation) -

06/08/2017 at 2:00 PM in Department 308
Hearing on Motion for Summary Judgment - **Held - Taken under Submission**

06/02/2017 at 1:45 PM in Department 308
Unknown Event Type

05/09/2017 at 1:45 PM in Department 308
Further Status Conference - **Held - Continued**

03/08/2017 at 1:45 PM in Department 308
Hearing on Motion for Summary Judgment (Motion for Summary Judgment; Continued by Stipulation) -

02/03/2017 at 11:00 AM in Department 308
Further Status Conference - **Held - Continued**

11/21/2016 at 1:45 PM in Department 308
Further Status Conference - **Held**

11/17/2016 at 08:30 AM in Department 308
Unknown Event Type - **Held**

10/28/2016 at 11:00 AM in Department 308
Further Status Conference (Further Status Conference; Continued by Stipulation) -

09/19/2016 at 1:45 PM in Department 308
Further Status Conference (Further Status Conference; Continued by Stipulation) -

06/29/2016 at 10:00 AM in Department 308
Hearing on Motion for Protective Order - **Held - Motion Granted**

06/15/2016 at 10:00 AM in Department 308
Ruling on Submitted Matter (Ruling on Submitted Matter; Motion Denied) -

06/15/2016 at 10:00 AM in Department 308
(Motion Hearing; Motion Denied) -

05/31/2016 at 10:00 AM in Department 308
Further Status Conference - **Held**

05/02/2016 at 09:00 AM in Department 308

Court Order - **Held**

03/28/2016 at 1:45 PM in Department 308

Further Status Conference - **Held**

01/28/2016 at 1:45 PM in Department 308

Ruling on Submitted Matter - **Held**

01/04/2016 at 1:45 PM in Department 308

Hearing on Motion to Compel ((Court makes order)) -

11/23/2015 at 1:45 PM in Department 308

Hearing on Motion for Class Certification - **Held - Taken under Submission**

10/19/2015 at 2:30 PM in Department 308

Unknown Event Type - **Held**

10/15/2015 at 1:45 PM in Department 308

Unknown Event Type - **Held**

Click on any of the below link(s) to see Register of Action Items on or before the date indicated:

[TOP](#) [11/22/2021](#) [07/29/2020](#) [08/21/2019](#) [11/02/2018](#) [06/15/2017](#) [09/22/2015](#)

09/22/2015 at 11:30 AM in Department 308

Unknown Event Type - **Held**

07/20/2015 at 2:45 PM in Department 308

Informal Status Conference - **Held**

07/17/2015 at 2:00 PM in Department 308

Court Order (Court Order; Court makes order) -

05/27/2015 at 10:00 AM in Department 308

Unknown Event Type - **Held - Motion Granted**

03/26/2015 at 08:30 AM in Department 308

Ex-Parte Proceedings - **Held - Motion Granted**

03/23/2015 at 09:00 AM in Department 308

Informal Status Conference - **Held**

08/20/2014 at 11:00 AM in Department 308

Further Status Conference (Further Status Conference; Court makes order) -

05/29/2014 at 4:00 PM in Department 308

Ruling on Submitted Matter - **Held**

05/21/2014 at 11:00 AM in Department 308

Further Status Conference - **Held - Taken under Submission**

03/27/2014 at 08:30 AM in Department 308

Unknown Event Type - **Held**

02/18/2014 at 1:45 PM in Department 308

Unknown Event Type - **Held**

01/09/2014 at 2:45 PM in Department 308

Unknown Event Type - **Held - Continued**

11/18/2013 at 11:00 AM in Department 308

Initial Status Conference - **Held - Continued**

11/08/2013 at 10:00 AM in Department 308

Initial Status Conference (Initial Status Conference; Advanced to a Previous Date) -

10/28/2013 at 00:00 AM in Department 308

Non-Appearance Case Review - **Held**

10/08/2013 at 3:00 PM in Department 308

(Order-Complex Determination; Case Determined to be Complex) -

Click on any of the below link(s) to see Register of Action Items on or before the date indicated:

[TOP](#) [11/22/2021](#) [07/29/2020](#) [08/21/2019](#) [11/02/2018](#) [06/15/2017](#) [09/22/2015](#)

REGISTER OF ACTIONS

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

06/29/2023 Hearing on Motion for Leave to Intervene by Marguerite Brown scheduled for 07/26/2023 at 11:00 AM in Spring Street Courthouse at Department 10

06/28/2023 Proposed Intervener's Motion to Intervene and Memorandum in Support; Filed by: Marguerite H. Brown (Plaintiff in Intervention); As to: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

06/28/2023 Proof of Service By First-Class Mail-Civil; Filed by: Marguerite H. Brown (Plaintiff in Intervention); As to: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al. After Substituted Service of Summons and Complaint?: No

06/22/2023 Updated -- Stipulation and Order Stipulation and [Proposed] Order Re Notice to Newly Identified Settlement Class Memebers and Settlement Administrator's Report to the Court: Filed By: Holly Wedding (Plaintiff), Elma Sanchez (Plaintiff), Eileen Lodyga (Plaintiff), Richard M. Lodyga (Plaintiff); Result: Granted ; Result Date: 06/22/2023

06/22/2023 Order [Proposed] Order Re Notice to Newly Identified Settlement Class Memebers and Settlement Administrator's Report to the Court; Signed and Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff); As to: California Public Employees' Retirement System (Defendant)

06/16/2023 Proof of Service; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff); As to: California Public Employees' Retirement System (Defendant); Bill Slaton (Defendant); Tillinghast-Towers Perrin (Defendant) et al.

06/16/2023 Stipulation and Order Stipulation and [Proposed] Order Re Notice to Newly Identified Settlement Class Memebers and Settlement Administrator's Report to the Court; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff); As to: California Public Employees' Retirement System (Defendant); Bill Slaton (Defendant); Tillinghast-Towers Perrin (Defendant) et al.

06/12/2023 Fifth Objection Correspondence; Filed by:

06/06/2023 Updated -- Second Objection Correspondence: As To Parties:

06/06/2023 Updated -- Third Objection Correspondence (No Attachments): As To Parties:

06/06/2023 Third Objection Correspondence; Filed by: Clerk

06/06/2023 Updated -- Fourth Objection Correspondence: Exact Name changed from Third Objection Correspondence to Fourth Objection Correspondence ; As To Parties:

06/06/2023 Updated -- Fourth Objection Correspondence: As To Parties:

06/02/2023 Third Objection Correspondence; Filed by: Clerk

06/02/2023 Updated -- Third Objection Correspondence (No Attachments): Exact Name changed from Third Objection Correspondence to Third Objection Correspondence (No Attachments) ; As To Parties:

05/31/2023 Second Objection Correspondence; Filed by: Holly Wedding (Plaintiff)

05/25/2023 Objection Correspondence; Filed by:

03/10/2023 Updated -- Plaintiffs' Notice of Motion and Motion for Preliminary Approval of Second Class Settlement; Memorandum in Support: Filed By: Holly Wedding (Plaintiff),Richard M. Lodyga (Plaintiff),Eileen Lodyga (Plaintiff),Elma Sanchez (Plaintiff); Result: Granted ; Result Date: 03/10/2023

03/10/2023 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore; Signed and Filed by: Eileen Lodyga (Plaintiff)

03/10/2023 [Proposed] Order Granting Preliminary Approval of Second Class Action Settlement; Signed and Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff); As to: California Public Employees' Retirement System (Defendant)

03/10/2023 Updated -- [Proposed] Order Granting Preliminary Approval of Second Class Action Settlement: Filed By: Holly Wedding (Plaintiff),Eileen Lodyga (Plaintiff),Richard M. Lodyga (Plaintiff),Elma Sanchez (Plaintiff); Result: Granted ; Result Date: 03/10/2023

03/10/2023 Hearing on Motion for Final Approval of Settlement scheduled for 05/15/2023 at 11:00 AM in Spring Street Courthouse at Department 10 Not Held - Vacated by Court on 03/10/2023

03/10/2023 Minute Order (Further Status Conference; Trial Setting Conference; Hearing ...)

03/10/2023 On the Court's own motion, Further Status Conference scheduled for 03/10/2023 at 01:30 PM in Spring Street Courthouse at Department 10 Not Held - Continued - Court's Motion was rescheduled to 07/26/2023 11:00 AM

03/10/2023 On the Court's own motion, Trial Setting Conference scheduled for 03/10/2023 at 01:30 PM in Spring Street Courthouse at Department 10 Not Held - Continued - Court's Motion was rescheduled to 07/26/2023 11:00 AM

02/27/2023 Plaintiffs' Notice of Motion and Motion for Preliminary Approval of Second Class Settlement; Memorandum in Support; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff); As to: California Public Employees' Retirement System (Defendant)

02/27/2023 Declaration of Gretchen M. Nelson in Support of Plaintiffs' Motion for Preliminary Approval of Second Class Action Settlement; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

02/27/2023 Declaration of Richard Lodyga in Support of Plaintiff's Notice of Motion and Motion for Preliminary Approval of Second Class Action Settlement; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

02/27/2023 Declaration of Eileen Lodyga in Support of Plaintiffs' Motion for Preliminary Approval of Second Class Action Settlement; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

02/27/2023 Declaration of Holly Wedding in Support of Plaintiffs' Motion for Preliminary Approval of Second Class Action Settlement; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

02/23/2023 Minute Order (Court Order)

02/23/2023 Pursuant to the request of plaintiff, Further Status Conference scheduled for 03/07/2023 at 09:00 AM in Spring Street Courthouse at Department 10 Not Held - Continued - Party's Motion was rescheduled to 03/10/2023 01:30 PM

02/23/2023 Pursuant to the request of plaintiff, Hearing on Motion for Preliminary Approval of Settlement scheduled for 03/07/2023 at 09:00 AM in Spring Street Courthouse at Department 10 Not Held - Continued - Party's Motion was rescheduled to 03/10/2023 01:30 PM

02/23/2023 Pursuant to the request of plaintiff, Trial Setting Conference scheduled for 03/07/2023 at 09:00 AM in Spring Street Courthouse at Department 10 Not Held - Continued - Party's Motion was rescheduled to 03/10/2023 01:30 PM

02/17/2023 On the Court's own motion, Hearing on Motion for Preliminary Approval of Settlement scheduled for 03/07/2023 at 02:00 PM in Spring Street Courthouse at Department 10 Not Held - Continued - Court's Motion was rescheduled to 03/07/2023 09:00 AM

02/17/2023 On the Court's own motion, Trial Setting Conference scheduled for 03/07/2023 at 02:00 PM in Spring Street Courthouse at Department 10 Not Held - Continued - Court's Motion was rescheduled to 03/07/2023 09:00 AM

02/17/2023 On the Court's own motion, Further Status Conference scheduled for 03/07/2023 at 02:00 PM in Spring Street Courthouse at Department 10 Not Held - Continued - Court's Motion was rescheduled to 03/07/2023 09:00 AM

02/17/2023 Minute Order (Court Order)

02/15/2023 Minute Order (Court Order)

02/15/2023 Pursuant to the request of plaintiff, Further Status Conference scheduled for 02/24/2023 at 11:00 AM in Spring Street Courthouse at Department 10 Not Held - Continued - Party's Motion was rescheduled to 03/07/2023 02:00 PM

02/15/2023 Pursuant to the request of plaintiff, Hearing on Motion for Preliminary Approval of Settlement scheduled for 02/24/2023 at 11:00 AM in Spring Street Courthouse at Department 10 Not Held - Continued - Party's Motion was rescheduled to 03/07/2023 02:00 PM

02/15/2023 Pursuant to the request of plaintiff, Trial Setting Conference scheduled for 02/24/2023 at 11:00 AM in Spring Street Courthouse at Department 10 Not Held - Continued - Party's Motion was rescheduled to 03/07/2023 02:00 PM

02/09/2023 Further Status Conference scheduled for 02/10/2023 at 11:00 AM in Spring Street Courthouse at Department 10 Not Held - Vacated by Court on 02/09/2023

02/09/2023 Hearing on Motion for Preliminary Approval of Settlement scheduled for 02/10/2023 at 11:00 AM in Spring Street Courthouse at Department 10 Not Held - Vacated by Court on 02/09/2023

02/09/2023 Trial Setting Conference scheduled for 02/10/2023 at 11:00 AM in Spring Street Courthouse at Department 10 Not Held - Vacated by Court on 02/09/2023

01/31/2023 Minute Order (Court Order)

01/18/2023 Minute Order (Further Status Conference)

01/18/2023 On the Court's own motion, Hearing on Motion - Other To Exclude Expert scheduled for 01/31/2023 at 10:00 AM in Spring Street Courthouse at Department 10 Not Held - Vacated by Court on 01/09/2023

01/18/2023 On the Court's own motion, Final Status Conference scheduled for 03/15/2023 at 10:00 AM in Spring Street Courthouse at Department 10 Not Held - Vacated by Court on 01/09/2023

01/18/2023 On the Court's own motion, Jury Trial (25 Days Estimate) scheduled for 05/15/2023 at 10:00 AM in Spring Street Courthouse at Department 10 Not Held - Vacated by Court on 01/09/2023

01/18/2023 On the Court's own motion, Further Status Conference scheduled for 01/31/2023 at 10:00 AM in Spring Street Courthouse at Department 10 Not Held - Continued - Court's Motion was rescheduled to 02/10/2023 11:00 AM

01/13/2023 Notice of Change of Firm Affiliation and Change of Address; Filed by: California Public Employees' Retirement System (Defendant); As to: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

01/13/2023 Updated -- Daralyn J. Durie (Attorney): Organization Name changed from Durie Tangri LLP to Morrison & Foerster LLP

01/13/2023 Address for Daralyn J. Durie (Attorney) null

01/13/2023 Updated -- Ragesh K. Tangri (Attorney): Organization Name changed from Durie Tangri LLP to Morrison & Foerster LLP; Middle Name changed from Kumar to K.

01/13/2023 Address for Ragesh K. Tangri (Attorney) null

01/13/2023 Updated -- Allyson Roz Bennett (Attorney): Organization Name changed from Durie Tangri to Morrison & Foerster LLP

01/13/2023 Address for Allyson Roz Bennett (Attorney) null

01/06/2023 Message Board Posting setting Further Status Conference hearing; Filed by: Clerk

11/10/2022 Notice of Ruling October 12, 2022 Status Conference; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

11/07/2022 Stipulation and [Proposed] Order Regarding the Five Year Statute (Code of Civil Procedure sections 583.310 and 583.330); Signed and Filed by: Holly Wedding (Plaintiff)

11/07/2022 Updated -- Stipulation and [Proposed] Order Regarding the Five Year Statute (Code of Civil Procedure sections 583.310 and 583.330): Filed By: Holly Wedding (Plaintiff); Result: Granted; Result Date: 11/07/2022

10/18/2022 Minute Order (Further Status Conference)

10/11/2022 Notice Of Intent To Appear By Video At The October 12, 2022 Status Conference; Filed by: California Public Employees' Retirement System (Defendant)

10/11/2022 Notice of Entry of Order; Filed by: California Public Employees' Retirement System (Defendant); As to: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

10/05/2022 Joint Status Conference Report; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

09/30/2022 Stipulation and [Proposed] Order to Continue Expert Discovery Deadlines; Signed and Filed by: California Public Employees' Retirement System (Defendant); As to: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

09/30/2022 Updated -- Stipulation and [Proposed] Order to Continue Expert Discovery Deadlines: Filed By: California Public Employees' Retirement System (Defendant); Result: Granted; Result Date: 09/30/2022

08/15/2022 Notice of Change of Firm Name and Email Address of Counsel; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff); New Firm Name: Kershaw Talley Barlow, PC

08/15/2022 Updated -- Stuart C. Talley (Attorney): Organization Name changed from Kershaw, Cook & Talley PC to Kershaw Talley Barlow, PC

06/21/2022 Minute Order (Trial Setting Conference)

06/21/2022 Minute Order (Nunc Pro Tunc Order)

06/17/2022 Notice of Ruling June 15, 2022 Trial Setting Conference; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

06/09/2022 Joint Status Conference Report; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

05/16/2022 Minute Order (Further Status Conference)

05/10/2022 Notice of Ruling; Filed by: California Public Employees' Retirement System (Defendant)

05/05/2022 Joint Status Conference Report; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

04/25/2022 Minute Order (Court Order)

04/25/2022 On the Court's own motion, Hearing on Motion for Final Approval of Settlement scheduled for 06/08/2022 at 10:00 AM in Spring Street Courthouse at Department 10 Not Held - Advanced and Vacated on 04/25/2022

04/22/2022 Notice of Ruling; Filed by: Holly Wedding (Plaintiff)

04/20/2022 Updated -- Order Granting Plaintiffs' Motion for Leave to Apply Funds Remaining from Towers Settlement to Settlement Administration Costs for CalPers Settlement: Exact Name changed from Amended Order Granting Plaintiffs' Motion for Leave to Apply Funds Remaining from Towers Settlement to Settlement Administration Costs for CalPers Settlement to Order Granting Plaintiffs' Motion for Leave to Apply Funds Remaining from Towers Settlement to Settlement Administration Costs for CalPers Settlement; As To Parties: removed

04/20/2022 Joint Letter Re: Settlement Status; Filed by: California Public Employees' Retirement System (Defendant)

04/14/2022 Updated -- Amended Order Granting Plaintiffs' Motion for Leave to Apply Funds Remaining from Towers Settlement to Settlement Administration Costs for CalPers Settlement: Status Date changed from 04/14/2022 to 04/14/2022; Exact Name changed from [Proposed] Amended Order Granting Plaintiffs' Motion for Leave to Apply Funds Remaining from Towers Settlement to Settlement Administration Costs for CalPers Settlement to Amended Order Granting Plaintiffs' Motion for Leave to Apply Funds Remaining from Towers Settlement to Settlement Administration Costs for CalPers Settlement; Result Date changed from 04/14/2022 to 04/14/2022; As To Parties: removed

04/14/2022 [Proposed] Amended Order Granting Plaintiffs' Motion for Leave to Apply Funds Remaining from Towers Settlement to Settlement Administration Costs for CalPers Settlement; Signed and Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

04/14/2022 Updated -- [Proposed] Amended Order Granting Plaintiffs' Motion for Leave to Apply Funds Remaining from Towers Settlement to Settlement Administration Costs for CalPers Settlement: Filed By: Eileen Lodyga (Plaintiff), Elma Sanchez (Plaintiff), Richard M. Lodyga (Plaintiff), Holly Wedding (Plaintiff); Result: Granted; Result Date: 04/14/2022

04/08/2022 Supplemental Declaration of Gretchen M. Nelson Regarding Towers Settlement Accounting and in Further Support of Plaintiffs' Motion for Leave to Apply Funds Remaining from Towers Settlement for Payment of Administration Costs Related to CalPers Settlement; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

04/05/2022 Minute Order (Further Status Conference; Hearing on Motion for Leave to App...)

04/04/2022 Updated -- Motion for Leave to Apply Funds Remaining from Towers Settlement for Payment of Administration Costs Related to Calpers Settlement; Memorandum in Support: Filed By: Richard M. Lodyga (Plaintiff), Elma Sanchez (Plaintiff), Eileen Lodyga (Plaintiff), Holly Wedding (Plaintiff); Result: Granted; Result Date: 04/04/2022

04/01/2022 Joint Status Conference Report; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff); California Public Employees' Retirement System (Defendant)

03/29/2022 Response to Court's Order Regarding Letters Received by the Court from Valerie Tibbett; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

03/29/2022 Notice of Responsive Letter to Valerie Tibbett; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff); As to: Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

03/23/2022 Certificate of Mailing for (Court Order) of 03/23/2022; Filed by: Clerk

03/23/2022 Minute Order (Court Order)

03/17/2022 Declaration of Eric N. Kierkegaard Regarding Notice Activities and Administration Fees and Expenses to Date; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

03/17/2022 Stipulation and Order Stipulation to Shorten Time for Hearing on Plaintiffs' Motion for Leave to Apply Funds Remaining from Towers Settlement for Payment of Settlement Administration Costs Related to CalPERS Settlement; Signed and Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff); As to: Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

03/17/2022 Updated -- Stipulation and Order Stipulation to Shorten Time for Hearing on Plaintiffs' Motion for Leave to Apply Funds Remaining from Towers Settlement for Payment of Settlement Administration Costs Related to CalPERS Settlement: Filed By: Elma Sanchez (Plaintiff), Eileen Lodyga (Plaintiff), Holly Wedding (Plaintiff), Richard M. Lodyga (Plaintiff); Result: Granted; Result Date: 03/17/2022

03/16/2022 Motion for Leave to Apply Funds Remaining from Towers Settlement for Payment of Administration Costs Related to Calpers Settlement; Memorandum in Support; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

03/16/2022 Proof of Service - No Service; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff); As to: Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

03/16/2022 Declaration of Gretchen M. Nelson in Support of Plaintiffs' Motion for Leave to Apply Funds Remaining from Towers Settlement for Payment of Administration Costs Related to Calpers Settlement; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

03/16/2022 Correspondence (Letter from Valerie Tibbett); Filed by: Clerk

01/25/2022 Minute Order (Court Order)

01/25/2022 On the Court's own motion, Further Status Conference scheduled for 02/09/2022 at 02:30 PM in Spring Street Courthouse at Department 10 Not Held - Advanced and Continued - by Court was rescheduled to 04/04/2022 11:00 AM

01/13/2022 Certificate of Mailing for (Court Order) of 01/13/2022; Filed by: Clerk

01/13/2022 Minute Order (Court Order)

01/12/2022 Updated -- Stipulation and Order Stipulation and Order Regarding the Five Year Statute (Code of Civil Procedure sections 583.310 and 583.330): As To Parties: removed

01/11/2022 Updated -- Stipulation and Order Stipulation and Order Regarding the Five Year Statute (Code of Civil Procedure sections 583.310 and 583.330): Status Date changed from 01/11/2022 to 01/11/2022; Name Extension changed from Stipulation and [Proposed] Order Regarding the Five Year Statute (Code of Civil Procedure sections 583.310 and 583.330) to Stipulation and Order Regarding the Five Year Statute (Code of Civil Procedure sections 583.310 and 583.330); Result Date changed from 01/11/2022 to 01/11/2022; As To Parties changed from California Public Employees' Retirement System (Cross-Complainant) to California Public Employees' Retirement System (Cross-Complainant)

01/11/2022 Stipulation and Order Stipulation and Order Regarding the Five Year Statute (Code of Civil Procedure sections 583.310 and 583.330); Signed and Filed by: Clerk

01/11/2022 Stipulation and Order Stipulation and [Proposed] Order Regarding the Five Year Statute (Code of Civil Procedure sections 583.310 and 583.330); Signed and Filed by: Holly Wedding (Cross-Defendant); As to: California Public Employees' Retirement System (Cross-Complainant)

01/11/2022 Updated -- Stipulation and Order Stipulation and [Proposed] Order Regarding the Five Year Statute (Code of Civil Procedure sections 583.310 and 583.330): Filed By: Holly Wedding (Cross-Defendant); Result: Granted; Result Date: 01/11/2022

01/04/2022 Updated -- Plaintiffs' Position Regarding Demands by Settlement Class Member Jeffrey Jensen: Name Extension: blank; Document changed from Brief (name extension) to Other - (name extension); As To Parties: removed

12/23/2021 Rulings on Submitted Matters; Signed and Filed by: Clerk

12/23/2021 Minute Order (Ruling on Submitted Matter)

12/22/2021 Minute Order (Further Status Conference)

12/17/2021 Plaintiffs' Position Regarding Demands by Settlement Class Member Jeffrey Jensen; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

12/06/2021 Plaintiffs' Notice of Filing of Communications Between Class Counsel, Defendant's Counsel and Jeffrey Jensen; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff); As to: California Public Employees' Retirement System (Defendant)

12/03/2021 Minute Order (Further Status Conference)

12/01/2021 Notice of Ruling November 30, 2021 Status Conference; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

11/23/2021 Joint Status Conference Report; Filed by: Holly Wedding (Plaintiff)

11/22/2021 Joint Status Conference Report; Filed by: Holly Wedding (Plaintiff)

11/10/2021 Minute Order (Court Order)

11/03/2021 Certificate of Mailing for (Court Order) of 11/03/2021; Filed by: Clerk

11/03/2021 Minute Order (Court Order)

10/26/2021 Minute Order (Court Order)

10/26/2021 On the Court's own motion, Further Status Conference scheduled for 10/27/2021 at 10:00 AM in Spring Street Courthouse at Department 10 Not Held - Advanced and Vacated on 10/26/2021

10/21/2021 Updated -- Stipulation and Order Stipulation Regarding Extension Of Deadline To Submit Claims And Or Opt Out Of The Settlement: Filed By: Holly Wedding (Plaintiff),Elma Sanchez (Plaintiff),Eileen Lodyga (Plaintiff),Richard M. Lodyga

(Plaintiff); Result: Granted; Result Date: 10/21/2021

10/14/2021 Minute Order (Conference Telephonic)

09/24/2021 Notice of Withdrawal of Attorney of Record; Filed by: California Public Employees' Retirement System (Defendant); As to: Holly Wedding (Plaintiff)

08/12/2021 Message Board Posting; Filed by: Clerk

07/23/2021 Order Order Granting Preliminary Approval of Class Action Settlement; Signed and Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

07/22/2021 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore LaWanna Walters Corson, CSR# 7135; Signed and Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

07/22/2021 Minute Order (Hearing on Motion for Preliminary Approval of Settlement)

07/22/2021 Trial Readiness Conference scheduled for 09/07/2021 at 10:00 AM in Spring Street Courthouse at Department 10 Not Held - Vacated by Court on 07/22/2021

07/22/2021 Hearing on Motion in Limine jury instructions, and other pre-trial filings scheduled for 02/07/2022 at 10:00 AM in Spring Street Courthouse at Department 10 Not Held - Vacated by Court on 07/22/2021

07/22/2021 Final Status Conference scheduled for 02/18/2022 at 10:00 AM in Spring Street Courthouse at Department 10 Not Held - Vacated by Court on 07/22/2021

07/22/2021 Jury Trial scheduled for 03/01/2022 at 10:00 AM in Spring Street Courthouse at Department 10 Not Held - Vacated by Court on 07/22/2021

07/21/2021 Declaration Of Richard Lodyga In Support Of Plaintiffs' Notice Of Motion For Preliminary Approval Of Class Settlement; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

07/21/2021 Declaration Of Eileen Lodyga In Support Of Plaintiffs' Notice Of Motion And Motion For Preliminary Approval Of Class Settlement; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

07/21/2021 Declaration Of Holly Wedding In Support Of Plaintiffs' Notice Of Motion And Motion For Preliminary Approval Of Class Settlement; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

07/21/2021 Notice Of Intent To Appear By Video At The July 22, 2021 Motion Hearing; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff); As to: Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

07/21/2021 Notice Of Intent To Appear By Video At The July 22, 2021 Motion Hearing; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff); As to: Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant) et al.

07/20/2021 Stipulation and Order to Shorten Time for Hearing on Plaintiffs' Motion for Preliminary Approval of Class Settlement; Signed and Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

07/15/2021 Notice of Errata to Declaration of Gretchen M. Nelson in Support of Plaintiffs' Motion for Preliminary Approval of Settlement; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

07/15/2021 Amended Declaration of Gretchen M. Nelson in Support of Plaintiffs' Motion for Preliminary Approval of Class Settlement; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

07/13/2021 Motion for Preliminary Approval of Settlement; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

07/12/2021 Updated -- Motion for Preliminary Approval of Settlement: Status Date changed from 07/13/2021 to 07/12/2021; As To Parties: removed

07/12/2021 Declaration Of Cameron R. Azari, Esq. Regarding Notice Program; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

07/12/2021 Declaration Of Gregory L. Bentley In Support Of Plaintiffs' Motion For Preliminary Approval Of Class Settlement; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

07/12/2021 Class Action Settlement Agreement And Release; Filed by: California Public Employees' Retirement System (Defendant)

07/12/2021 Declaration Of Gretchen M. Nelson In Support Of Plaintiffs' Motion For Preliminary Approval Of Class Settlement; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

06/15/2021 Minute Order (Trial Readiness Conference)

05/10/2021 Updated -- Declaration of William D. Hager in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication: Document changed from Legacy Document to Declaration (name extension); Exact Name: blank; Name Extension: of William D. Hager in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication; As To Parties: removed

05/10/2021 Updated -- Declaration of Quintin Gregor in Support of Opposition to Calpers Defendants' Motion for Summary Judgment or, in the alternative, Summary Adjudication: Document changed from Legacy Document to Declaration (name extension); Exact Name: blank; Name Extension: of Quintin Gregor in Support of Opposition to Calpers Defendants' Motion for Summary Judgment or, in the alternative, Summary Adjudication; As To Parties: removed

05/10/2021 Updated -- Notice of Lodging of Material Conditionally Under Seal in Opposition to the Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication: Document changed from Legacy Document to Notice of Lodging (name extension); Exact Name: blank; Name Extension: of Material Conditionally Under Seal in Opposition to the Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication; As To Parties: removed

05/10/2021 Updated -- Declaration of Cabe W. Chadick in Support of Plaintiffs' Opposition to Calpers Defendants' Motion for Summary Judgment or Summary Adjudication: Document changed from Legacy Document to Declaration (name extension); Exact Name: blank; Name Extension: of Cabe W. Chadick in Support of Plaintiffs' Opposition to Calpers Defendants' Motion for Summary Judgment or Summary Adjudication; As To Parties: removed

05/10/2021 Updated -- Objection to Evidence in Support of the Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication: Document changed from Legacy Document to Objection (name extension); Exact Name: blank; Name Extension: to Evidence in Support of the Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication; As To Parties: removed

05/10/2021 Updated -- Response to the Separate Statement of Alleged Undisputed Material Facts in Support of Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication: Document changed from Legacy Document to Response (name extension); Exact Name: blank; Name Extension: to the Separate Statement of Alleged Undisputed Material Facts in Support of Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication; As To Parties: removed

05/10/2021 Updated -- Declaration of Gretchen M. Nelson in Support of Plaintiffs' Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication: Document changed from Legacy Document to Declaration (name extension); Exact Name: blank; Name Extension: of Gretchen M. Nelson in Support of Plaintiffs' Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication; As To Parties: removed

05/10/2021 Updated -- of Material Conditionally Under Seal in Opposition to the Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication: Document changed from Legacy Document to Notice of Lodging (name extension); Exact Name changed from LEGACY DOCUMENT TYPE: Supplement to of Material Conditionally Under Seal in Opposition to the Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication; As To Parties: removed

05/10/2021 Updated -- Proof of Service of Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgement or, in the Alternative, Summary Adjudication - Vol. 1 to 9: Exact Name: Proof of Service of Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgement or, in the Alternative, Summary Adjudication - Vol. 1 to 9; As To Parties: removed

05/10/2021 Updated -- Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication (Volume 8 of 9): Exact Name changed from Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication to Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication (Volume 8 of 9); As To Parties: removed

05/10/2021 Updated -- Plaintiffs' Separate Statement of Additional Material Facts in Opposition to Calpers Defendants' Motion for Summary Judgement or, in the Alternative, Summary Adjudication (Redacted for Public Filing): Document changed from Legacy Document to Separate Statement; Exact Name changed from LEGACY DOCUMENT TYPE: Miscellaneous-Other to Plaintiffs' Separate Statement of Additional Material Facts in Opposition to Calpers Defendants' Motion for Summary Judgement or, in the Alternative, Summary Adjudication (Redacted for Public Filing); As To Parties: removed

05/10/2021 Updated -- Memorandum of Points & Authorities in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication (Public Redacted Version): Document changed from Legacy Document to Memorandum of Points & Authorities; Exact Name: blank; Name Extension: in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication (Public Redacted Version); As To Parties: removed

05/10/2021 Updated -- Reply Declaration of Kathleen Donneson in Support of Calpers Defendants' Reply in Support of its Motion for Summary Judgment or, in the Alternative, Summary Adjudication: Document changed from Legacy Document to Reply (name extension); Exact Name: blank; Name Extension: Declaration of Kathleen Donneson in Support of Calpers Defendants' Reply in Support of its Motion for Summary Judgment or, in the Alternative, Summary Adjudication; As To Parties: removed

05/10/2021 Updated -- Objection to Declaration of Quentin Gregor in Support of its Motion for Summary Judgement or, in the Alternative, Summary Adjudication: Document changed from Legacy Document to Objection (name extension); Exact Name: blank; Name Extension: to Declaration of Quentin Gregor in Support of its Motion for Summary Judgement or, in the Alternative, Summary Adjudication; As To Parties: removed

05/10/2021 Updated -- Objection to Declaration of Cabe W. Chadick in Support of its Motion for Summary Judgement or, in the Alternative, Summary Adjudication: Document changed from Legacy Document to Objection (name extension); Exact Name: blank; Name Extension: to Declaration of Cabe W. Chadick in Support of its Motion for Summary Judgement or, in the Alternative, Summary Adjudication; As To Parties: removed

05/10/2021 Updated -- Reply Declaration of Adam J. Thurston in Support of Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication: Document changed from Legacy Document to Reply (name extension); Exact Name: blank; Name Extension: Declaration of Adam J. Thurston in Support of Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication; As To Parties: removed

05/10/2021 Updated -- Reply to Plaintiffs' Response to Separate Statement of Undisputed Material Facts in Support of Calpers Defendants' Motion for Summary Judgement or, in the Alternative, Summary Adjudication: Document changed from Legacy Document to Reply (name extension); Exact Name: blank; Name Extension: to Plaintiffs' Response to Separate Statement of Undisputed Material Facts in Support of Calpers Defendants' Motion for Summary Judgement or, in the Alternative, Summary Adjudication; As To Parties: removed

05/10/2021 Updated -- Objection to Declaration of William D. Hager in Support of its Motion for Summary Judgement or, in the Alternative, Summary Adjudication: Document changed from Legacy Document to Objection (name extension); Exact Name: blank; Name Extension: to Declaration of William D. Hager in Support of its Motion for Summary Judgement or, in the Alternative, Summary Adjudication; As To Parties: removed

05/10/2021 Updated -- Declaration of Gretchen M. Nelson in Support of Plaintiffs' Motion for Preliminary Approval of Class Settlement Between Plaintiffs and the Towers Watson Defendants: Document changed from Legacy Document to

Declaration (name extension); Exact Name: blank; Name Extension: of Gretchen M. Nelson in Support of Plaintiffs' Motion for Preliminary Approval of Class Settlement Between Plaintiffs and the Towers Watson Defendants; As To Parties: removed

05/10/2021 Updated -- Notice of Motion and Motion for Preliminary Approval of Class Settlement Between Plaintiffs and the Towers Watson Defendants: Document changed from Legacy Document to Notice of Motion; Exact Name changed from LEGACY DOCUMENT TYPE: Motion to Notice of Motion and Motion for Preliminary Approval of Class Settlement Between Plaintiffs and the Towers Watson Defendants; As To Parties: removed

05/10/2021 Updated -- Memorandum of Points & Authorities in Support of Motion for Preliminary Approval of Class Settlement: Document changed from Legacy Document to Memorandum of Points & Authorities; Exact Name: blank; Name Extension: in Support of Motion for Preliminary Approval of Class Settlement; As To Parties: removed

05/10/2021 Updated -- Reply Brief in Support of Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication: Document changed from Legacy Document to Reply (name extension); Exact Name: blank; Name Extension: Brief in Support of Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication; As To Parties: removed

05/10/2021 Updated -- Notice of Motion and Motion of the Towers Watson Defendants for an Order Determining Good Faith Settlement; Memorandum of Points and Authorities in Support Thereof: Document changed from Legacy Document to Notice of Motion; Exact Name: blank; Name Extension: and Motion of the Towers Watson Defendants for an Order Determining Good Faith Settlement; Memorandum of Points and Authorities in Support Thereof; As To Parties: removed

05/10/2021 Updated -- Joint Status Conference Statement: Document changed from Status Report to Joint Status Conference Report; Exact Name: Joint Status Conference Statement; As To Parties: removed

05/10/2021 Updated -- Statement of the Towers Watson Defendants in Support of Calpers' Notice of Related Case: Document changed from Legacy Document to Separate Statement; Exact Name changed from LEGACY DOCUMENT TYPE: Miscellaneous-Other to Statement of the Towers Watson Defendants in Support of Calpers' Notice of Related Case; As To Parties: removed

05/10/2021 Updated -- Statement of the Towers Watson Defendants in Support of Calpers' Notice of Related Case: As To Parties: removed

05/10/2021 Updated -- Stipulation and Order Continuing Hearing Date on Towers Watson Defendants' Motion for an Order Determining Good Faith Settlement: Document changed from Legacy Document to Stipulation and Order (name extension); Exact Name: blank; Name Extension: Continuing Hearing Date on Towers Watson Defendants' Motion for an Order Determining Good Faith Settlement; As To Parties: removed

05/10/2021 Updated -- Ruling on Motion for Summary Judgment/Adjudication: Document changed from Legacy Document to Motion for Summary Adjudication; Exact Name changed from LEGACY DOCUMENT TYPE: Order to Ruling on Motion for Summary Judgment/Adjudication; As To Parties: removed

05/10/2021 Updated -- Letter - Returning Ex Parte Communication Correspondence: Document changed from Legacy Document to Other - (name extension); Exact Name changed from LEGACY DOCUMENT TYPE: Miscellaneous-Other to Letter - Returning Ex Parte Communication Correspondence; As To Parties: removed

05/10/2021 Updated -- Notice of Non-Oppositional to Motion of The Towers Watson Defendants for an Order Determining Good Faith Settlement: Document changed from Legacy Document to Notice (name extension); Exact Name: blank; Name Extension: of Non-Oppositional to Motion of The Towers Watson Defendants for an Order Determining Good Faith Settlement; As To Parties: removed

05/10/2021 Updated -- Notice of Defendants' Submission of Joint Petition for Coordination of Actions: Document changed from Legacy Document to Notice (name extension); Exact Name: blank; Name Extension: of Defendants' Submission of Joint Petition for Coordination of Actions; As To Parties: removed

05/10/2021 Updated -- Memorandum of Points & Authorities in Support of Amended Renewed Motion for Preliminary Approval of Class Settlement: Document changed from Legacy Document to Memorandum of Points & Authorities; Exact Name: blank; Name Extension: in Support of Amended Renewed Motion for Preliminary Approval of Class Settlement; As To Parties: removed

05/10/2021 Updated -- Notice of Filing of Executed Copy of First Amendment to Joint Stipulation for Class Action Settlement as to Towers Watson Defendants, Signed by Holly Wedding: Document changed from Legacy Document to Notice (name

extension); Exact Name: blank; Name Extension: of Filing of Executed Copy of First Amendment to Joint Stipulation for Class Action Settlement as to Towers Watson Defendants, Signed by Holly Wedding; As To Parties: removed

05/10/2021 Updated -- Notice of Order Assigning Coordination Motion Judge and Setting Date for Hearing: Document changed from Legacy Document to Notice (name extension); Exact Name: blank; Name Extension: of Order Assigning Coordination Motion Judge and Setting Date for Hearing; As To Parties: removed

05/10/2021 Updated -- Plaintiffs' Supplemental Memorandum in Support of Amended Renewed Motion for Preliminary Approval of Class Settlement: Document changed from Legacy Document to Memorandum (name extension); Exact Name changed from LEGACY DOCUMENT TYPE: Supplement to Plaintiffs' Supplemental Memorandum in Support of Amended Renewed Motion for Preliminary Approval of Class Settlement; As To Parties: removed

05/10/2021 Updated -- Stipulation - No Order and [Proposed] Oder to Extend Five-Year Dismissal Date: Document changed from Legacy Document to Stipulation (name extension) - No Order; Exact Name: blank; Name Extension: and [Proposed] Oder to Extend Five-Year Dismissal Date; As To Parties: removed

05/10/2021 Updated -- Order to Extend Five-Year Dismissal Date Based on Stipulation by the Parties: Document changed from Legacy Document to Order (name extension); Exact Name: blank; Name Extension: to Extend Five-Year Dismissal Date Based on Stipulation by the Parties; As To Parties: removed

05/10/2021 Updated -- Motion for Preliminary Approval of Settlement: Document changed from Legacy Document to Motion for Preliminary Approval of Settlement; Exact Name: blank; As To Parties: removed

05/10/2021 Updated -- Order Granting Motion of the Towers Watson Defendants for an Order Determining Good Faith Settlement: Document changed from Legacy Document to Order (name extension); Exact Name: blank; Name Extension: Granting Motion of the Towers Watson Defendants for an Order Determining Good Faith Settlement; As To Parties: removed

05/10/2021 Updated -- Amended Order Granting Preliminary Approval of Class Settlement Between Plaintiffs and Towers Watson Defendants: Document changed from Legacy Document to Order (name extension); Exact Name changed from LEGACY DOCUMENT TYPE: Order to Amended Order Granting Preliminary Approval of Class Settlement Between Plaintiffs and Towers Watson Defendants; As To Parties: removed

05/10/2021 Updated -- Notice of Issuance of Order to Extend Five-Year Dismissal Date Based on Stipulation by the Parties: Document changed from Legacy Document to Notice (name extension); Exact Name: blank; Name Extension: of Issuance of Order to Extend Five-Year Dismissal Date Based on Stipulation by the Parties; As To Parties: removed

05/10/2021 Updated -- Plaintiff's Proposed Trial Plan: Document changed from Legacy Document to Other - (name extension); Exact Name changed from LEGACY DOCUMENT TYPE: Miscellaneous-Other to Plaintiff's Proposed Trial Plan; As To Parties: removed

05/10/2021 Updated -- Plaintiffs' Proposed Trial Plan: Document changed from Legacy Document to Other - (name extension); Exact Name changed from LEGACY DOCUMENT TYPE: Miscellaneous-Other to Plaintiffs' Proposed Trial Plan; As To Parties: removed

05/10/2021 Updated -- Memorandum of Points & Authorities in Support of Final Approval of Partial Class Action Settlement with Towers Watson Defendants: Document changed from Legacy Document to Memorandum of Points & Authorities; Exact Name: blank; Name Extension: in Support of Final Approval of Partial Class Action Settlement with Towers Watson Defendants; As To Parties: removed

05/10/2021 Updated -- Declaration of Mark Rapazzini of Heffler Claims Group in Support of Final Approval of Partial Class Action Settlement with Towers Watson Defendants: Document changed from Legacy Document to Declaration (name extension); Exact Name: blank; Name Extension: of Mark Rapazzini of Heffler Claims Group in Support of Final Approval of Partial Class Action Settlement with Towers Watson Defendants; As To Parties: removed

05/10/2021 Updated -- Memorandum of Points & Authorities in Support of Approval of Class Counsel's Cost, Creation of a Future Costs Fund and Payment of Settlement Administrator's Costs: Document changed from Legacy Document to Memorandum of Points & Authorities; Exact Name: blank; Name Extension: in Support of Approval of Class Counsel's Cost, Creation of a Future Costs Fund and Payment of Settlement Administrator's Costs; As To Parties: removed

05/10/2021 Updated -- Plaintiff's Supplemental Memorandum of Points and Authorities in Response to Additional Objections to Partial Class Action Settlement with Towers Watson Defendants [Part 1 of 2]: Document changed from Legacy Document to Memorandum of Points & Authorities; Exact Name changed from LEGACY DOCUMENT TYPE: Supplement to Plaintiff's

Supplemental Memorandum of Points and Authorities in Response to Additional Objections to Partial Class Action Settlement with Towers Watson Defendants [Part 1 of 2]; As To Parties: removed

05/10/2021 Updated -- Plaintiffs' Supplemental Memorandum of Points and Authorities in Response to Additional Objections to Partial Class Action Settlement with Towers Watson Defendants [Part 2 of 2]; Document changed from Legacy Document to Memorandum of Points & Authorities; Exact Name changed from LEGACY DOCUMENT TYPE: Supplement to Plaintiffs' Supplemental Memorandum of Points and Authorities in Response to Additional Objections to Partial Class Action Settlement with Towers Watson Defendants [Part 2 of 2]; As To Parties: removed

05/10/2021 Updated -- Supplemental Declaration of Mark Rapazzini of Heffler Claims Group in Support of Final Approval of Partial Class Action Settlement with Towers Watson Defendants: Document changed from Legacy Document to Declaration (name extension); Exact Name changed from LEGACY DOCUMENT TYPE: Supplemental Declaration to Supplemental Declaration of Mark Rapazzini of Heffler Claims Group in Support of Final Approval of Partial Class Action Settlement with Towers Watson Defendants; As To Parties: removed

05/10/2021 Updated -- Supplemental Declaration of Gretchen M. Nelson in Support of Plaintiffs' Supplemental Memorandum in Response to Additional Objections to Motion for Final Approval of Partial Class Action Settlement with Towers Watson Defendants: Document changed from Legacy Document to Declaration (name extension); Exact Name changed from LEGACY DOCUMENT TYPE: Supplemental Declaration to Supplemental Declaration of Gretchen M. Nelson in Support of Plaintiffs' Supplemental Memorandum in Response to Additional Objections to Motion for Final Approval of Partial Class Action Settlement with Towers Watson Defendants; As To Parties: removed

05/10/2021 Updated -- Motion re: Final Approval of Class Action Settlement: Document changed from Legacy Document to Motion re: (name extension); Exact Name: blank; Name Extension: Final Approval of Class Action Settlement; As To Parties: removed

05/10/2021 Updated -- Second Amended Complaint and Demand for Jury Trial: Document changed from Legacy Document to Other - (name extension); Exact Name changed from LEGACY DOCUMENT TYPE: Second Amended Complaint to Second Amended Complaint and Demand for Jury Trial; As To Parties: removed

05/10/2021 Updated -- Amended Order Granting Final Approval of Class Settlement Between Plaintiffs and Towers Watson Defendants: Document changed from Legacy Document to Order (name extension); Exact Name changed from LEGACY DOCUMENT TYPE: Order to Amended Order Granting Final Approval of Class Settlement Between Plaintiffs and Towers Watson Defendants

05/10/2021 ERROR with ROA message definition 92 on [ln 33, col 29] with Document:40734844

05/10/2021 Updated -- Plaintiffs' Notice of Appeal as Judgement in Favor of Defendants Rob Feckner, George Dier, Michael Bilbery, Richard Costigan, JJ Jelincic, Henry Jones, Priya Mathur, Bill Slaton and Election to Proceed Under Rule 8.124 of the California Rules of Court: Document changed from Legacy Document to Notice of Appeal; Exact Name changed from LEGACY DOCUMENT TYPE: Notice of Appeal to Plaintiffs' Notice of Appeal as Judgement in Favor of Defendants Rob Feckner, George Dier, Michael Bilbery, Richard Costigan, JJ Jelincic, Henry Jones, Priya Mathur, Bill Slaton and Election to Proceed Under Rule 8.124 of the California Rules of Court; As To Parties: removed

05/10/2021 Updated -- Stipulated Order Extending the Page Limitation on Briefs in Support of and Opposition to Defendant's Motion for Class Decertification: Document changed from Legacy Document to Order (name extension); Exact Name changed from LEGACY DOCUMENT TYPE: Stipulation and Order to Stipulated Order Extending the Page Limitation on Briefs in Support of and Opposition to Defendant's Motion for Class Decertification; As To Parties: removed

05/10/2021 Updated -- Declaration of Gretchen M. Nelson in Support of Plaintiffs' Opposition to Calpers' Motion for Class Decertification: Document changed from Legacy Document to Declaration (name extension); Exact Name: blank; Name Extension: of Gretchen M. Nelson in Support of Plaintiffs' Opposition to Calpers' Motion for Class Decertification; As To Parties: removed

05/10/2021 Updated -- Declaration of Gordon Rausser, PHD in Support of Plaintiffs' Opposition to Calpers' Motion for Class Decertification: Document changed from Legacy Document to Declaration (name extension); Exact Name: blank; Name Extension: of Gordon Rausser, PHD in Support of Plaintiffs' Opposition to Calpers' Motion for Class Decertification; As To Parties: removed

05/10/2021 Updated -- Memorandum of Points & Authorities in Opposition to Calpers' Motion for Class Decertification: Document changed from Legacy Document to Memorandum of Points & Authorities; Exact Name: blank; Name Extension: in

Opposition to Calpers' Motion for Class Decertification; As To Parties: removed

05/10/2021 Updated -- Request for Judicial Notice in Opposition to Calpers' Motion for Class Decertification; Declaration of Gretchen M. Nelson in Support Thereof: Name Extension: in Opposition to Calpers' Motion for Class Decertification; Declaration of Gretchen M. Nelson in Support Thereof; As To Parties: removed

05/10/2021 Updated -- Notice of Default on Appeal: Document changed from Legacy Document to Notice (name extension); Exact Name: blank; Name Extension: of Default on Appeal; As To Parties: removed

05/10/2021 Updated -- Stipulation and Order Adjusting Briefing Schedule as to Defendants' Motion for Class Decertification: Document changed from Legacy Document to Stipulation and Order (name extension); Exact Name: blank; Name Extension: Adjusting Briefing Schedule as to Defendants' Motion for Class Decertification; As To Parties: removed

05/10/2021 Updated -- Appellant's Notice Designation Record on Appeal: Document changed from Legacy Document to Notice (name extension); Exact Name changed from LEGACY DOCUMENT TYPE: Designation of Record on Appeal to Appellant's Notice Designation Record on Appeal; As To Parties: removed

05/10/2021 Updated -- Notice to Reporter to Prepare Transcript on Appeal: Document changed from Legacy Document to Notice (name extension); Exact Name: blank; Name Extension: to Reporter to Prepare Transcript on Appeal; As To Parties: removed

05/10/2021 Updated -- Plaintiffs' First Report Regarding Distribution of Towers Watson Settlement Proceeds: Exact Name: Plaintiffs' First Report Regarding Distribution of Towers Watson Settlement Proceeds; As To Parties: removed

05/10/2021 Updated -- Plaintiffs' Second Application for Approval of Payment of Interim Costs of Class Counsel; Declaration of Gretchen M. Nelson: Exact Name: Plaintiffs' Second Application for Approval of Payment of Interim Costs of Class Counsel; Declaration of Gretchen M. Nelson; As To Parties: removed

05/10/2021 Updated -- Order on Plaintiffs' Second Application for Approval of Payment of Interim Costs of Class Counsel: Document changed from Legacy Document to Order (name extension); Exact Name: blank; Name Extension: on Plaintiffs' Second Application for Approval of Payment of Interim Costs of Class Counsel; As To Parties: removed

05/06/2021 Updated -- Civil Deposit: Document changed from Legacy Document to Other - (name extension); Exact Name changed from LEGACY DOCUMENT TYPE: Miscellaneous-Other to Civil Deposit; As To Parties: removed

05/06/2021 Updated -- Civil Deposit: Document changed from Legacy Document to Other - (name extension); Exact Name changed from LEGACY DOCUMENT TYPE: Miscellaneous-Other to Civil Deposit; As To Parties: removed

05/06/2021 Updated -- Stipulation and Order Re Briefing and Hearing Date for Cross-Motions for Summary Adjudication/Judgment as to Calpers Defendants: Document changed from Legacy Document to Stipulation and Order (name extension); Exact Name: blank; Name Extension: Re Briefing and Hearing Date for Cross-Motions for Summary Adjudication/Judgment as to Calpers Defendants; As To Parties: removed

05/06/2021 Updated -- Stipulation and Order Re: Further Status Conference on October 28, 2016: Document changed from Legacy Document to Stipulation and Order (name extension); Exact Name: blank; Name Extension: Re: Further Status Conference on October 28, 2016; As To Parties: removed

05/06/2021 Updated -- of the Towers Watson Defendants for Summary Judgment: Document changed from Legacy Document to Notice of Motion; Exact Name changed from LEGACY DOCUMENT TYPE: Notice to of the Towers Watson Defendants for Summary Judgment; As To Parties: removed

05/06/2021 Updated -- Declaration of Amanda A. Scandlen in Support of Towers Watson Defendant' Motion for Summary Judgment: Document changed from Legacy Document to Declaration (name extension); Exact Name: blank; Name Extension: of Amanda A. Scandlen in Support of Towers Watson Defendant' Motion for Summary Judgment; As To Parties: removed

05/06/2021 Updated -- Declaration of Susan Allison in Support of Towers Watson Defendants' Motion for Summary Judgment: Document changed from Legacy Document to Declaration (name extension); Exact Name: blank; Name Extension: of Susan Allison in Support of Towers Watson Defendants' Motion for Summary Judgment; As To Parties: removed

05/06/2021 Updated -- Separate Statement of Undisputed Material Facts in Support of Towers Watson Defendants' Motion for Summary Judgment: Document changed from Legacy Document to Separate Statement; Exact Name: blank; Name

Extension: of Undisputed Material Facts in Support of Towers Watson Defendants' Motion for Summary Judgment; As To Parties: removed

05/06/2021 Updated -- Appendix of Evidence in Support of Towers Watson Defendants' Motion for Summary Judgment [Volume 2 of 3, Exhs. 16 through 60]: Document changed from Legacy Document to Other - (name extension); Exact Name changed from LEGACY DOCUMENT TYPE: Miscellaneous-Other to Appendix of Evidence in Support of Towers Watson Defendants' Motion for Summary Judgment [Volume 2 of 3, Exhs. 16 through 60]; As To Parties: removed

05/06/2021 Updated -- Appendix of Evidence in Support of Towers Watson Defendants' Motion for Summary Judgment [Volume 3 of 3, Exhs. 61 through 78]: Document changed from Legacy Document to Other - (name extension); Exact Name changed from LEGACY DOCUMENT TYPE: Miscellaneous-Other to Appendix of Evidence in Support of Towers Watson Defendants' Motion for Summary Judgment [Volume 3 of 3, Exhs. 61 through 78]; As To Parties: removed

05/06/2021 Updated -- Appendix of Evidence in Support of Towers Watson Defendants' Motion for Summary Judgment [Volume 1 of 3, Exhs. 1 through 15]: Document changed from Legacy Document to Other - (name extension); Exact Name changed from LEGACY DOCUMENT TYPE: Miscellaneous-Other to Appendix of Evidence in Support of Towers Watson Defendants' Motion for Summary Judgment [Volume 1 of 3, Exhs. 1 through 15]; As To Parties: removed

05/06/2021 Updated -- Notice of Motion of the Towers Watson Defendants for Summary Judgment: Name Extension: of the Towers Watson Defendants for Summary Judgment; Exact Name: blank; As To Parties: removed

05/06/2021 Updated -- Plaintiffs' Appendix of Evidence in Support of Opposition to Towers Watson's Motion for Summary Judgment [Public Redacted Version] Part 3 of 3: Document changed from Legacy Document to Other - (name extension); Exact Name changed from LEGACY DOCUMENT TYPE: Miscellaneous-Other to Plaintiffs' Appendix of Evidence in Support of Opposition to Towers Watson's Motion for Summary Judgment [Public Redacted Version] Part 3 of 3; As To Parties: removed

05/06/2021 Updated -- Plaintiffs' Appendix of Evidence in Support of Opposition to Towers Watson's Motion for Summary Judgment [Public Redacted Version] Part 2 of 3: Document changed from Legacy Document to Other - (name extension); Exact Name changed from LEGACY DOCUMENT TYPE: Miscellaneous-Other to Plaintiffs' Appendix of Evidence in Support of Opposition to Towers Watson's Motion for Summary Judgment [Public Redacted Version] Part 2 of 3; As To Parties: removed

05/06/2021 Updated -- Plaintiffs' Appendix of Evidence in Support of Opposition to Towers Watson's Motion for Summary Judgment [Public Redacted Version] Part 1 of 3: Document changed from Legacy Document to Other - (name extension); Exact Name changed from LEGACY DOCUMENT TYPE: Miscellaneous-Other to Plaintiffs' Appendix of Evidence in Support of Opposition to Towers Watson's Motion for Summary Judgment [Public Redacted Version] Part 1 of 3; As To Parties: removed

05/06/2021 Updated -- Declaration of Cabe W. Chadick in Support of Plaintiffs' Opposition to Towers Watson Defendants' Motion for Summary Judgment: Document changed from Legacy Document to Declaration (name extension); Exact Name: blank; Name Extension: of Cabe W. Chadick in Support of Plaintiffs' Opposition to Towers Watson Defendants' Motion for Summary Judgment; As To Parties: removed

05/06/2021 Updated -- Plaintiff's Notice of Lodging Conditionally Under Seal Confidential Material in Support of Plaintiffs' Opposition to Towers Watson Defendants' Motion for Summary Judgment [Cal. R. Ct. 255.1]: Document changed from Legacy Document to Notice of Lodging (name extension); Exact Name changed from LEGACY DOCUMENT TYPE: Notice of Lodging to Plaintiff's Notice of Lodging Conditionally Under Seal Confidential Material in Support of Plaintiffs' Opposition to Towers Watson Defendants' Motion for Summary Judgment [Cal. R. Ct. 255.1]; As To Parties: removed

05/06/2021 Updated -- Plaintiffs' Response to Separate Statement of Undisputed Material Facts in Support of Towers Watson Defendants' Motion for Summary Judgment: Document changed from Legacy Document to Response (name extension); Exact Name changed from LEGACY DOCUMENT TYPE: Response to Plaintiffs' Response to Separate Statement of Undisputed Material Facts in Support of Towers Watson Defendants' Motion for Summary Judgment; As To Parties: removed

05/06/2021 Updated -- Declaration of Michael J. Bidart in Support of Plaintiffs' Opposition to Towers Watson's Motion for Summary Judgment: Document changed from Legacy Document to Declaration (name extension); Exact Name: blank; Name Extension: of Michael J. Bidart in Support of Plaintiffs' Opposition to Towers Watson's Motion for Summary Judgment; As To Parties: removed

05/06/2021 Updated -- Plaintiffs' Memorandum of Points and Authorities in Opposition to the Towers Watson Defendants' Motion for Summary Judgment: Document changed from Legacy Document to Memorandum of Points & Authorities; Exact Name changed from LEGACY DOCUMENT TYPE: Points and Authorities to Plaintiffs' Memorandum of Points and Authorities in Opposition to the Towers Watson Defendants' Motion for Summary Judgment; As To Parties: removed

05/06/2021 Updated -- Evidentiary Objections to Declaration of Michael J. Bidart Filed in Opposition to Towers Watson Defendants' Motion for Summary Judgment: Document changed from Legacy Document to Objection (name extension); Exact Name changed from LEGACY DOCUMENT TYPE: Objection Document to Evidentiary Objections to Declaration of Michael J. Bidart Filed in Opposition to Towers Watson Defendants' Motion for Summary Judgment; As To Parties: removed

05/06/2021 Updated -- Reply Memorandum of Points and Authorities in Support of Motion of Towers Watson Defendants for Summary Judgment: Document changed from Legacy Document to Reply (name extension); Exact Name: blank; Name Extension: Memorandum of Points and Authorities in Support of Motion of Towers Watson Defendants for Summary Judgment; As To Parties: removed

05/06/2021 Updated -- Evidentiary Objections to Declaration of Cabe W. Chadick Filed in Opposition to Towers Watson Defendants' Motion for Summary Judgment: Document changed from Legacy Document to Objection (name extension); Exact Name changed from LEGACY DOCUMENT TYPE: Objection Document to Evidentiary Objections to Declaration of Cabe W. Chadick Filed in Opposition to Towers Watson Defendants' Motion for Summary Judgment; As To Parties: removed

05/06/2021 Updated -- Towers Watson Defendants' Response to Plaintiffs' Separate Statement of Additional "Material Facts": Document changed from Legacy Document to Response (name extension); Exact Name changed from LEGACY DOCUMENT TYPE: Response to Towers Watson Defendants' Response to Plaintiffs' Separate Statement of Additional "Material Facts"; As To Parties: removed

05/06/2021 Updated -- Stipulation and Order Continuing Hearing Date on Towers Watson Defendants' Motion for Summary Judgment: Document changed from Legacy Document to Stipulation and Order (name extension); Exact Name: blank; Name Extension: Continuing Hearing Date on Towers Watson Defendants' Motion for Summary Judgment; As To Parties: removed

05/06/2021 Updated -- Declaration of Kathleen Donneson in Support of the Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication: Document changed from Legacy Document to Declaration (name extension); Exact Name: blank; Name Extension: of Kathleen Donneson in Support of the Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication; As To Parties: removed

05/06/2021 Updated -- Declaration of Adam J. Thurston in Support of Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication: Document changed from Legacy Document to Declaration (name extension); Exact Name: blank; Name Extension: of Adam J. Thurston in Support of Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication; As To Parties: removed

05/06/2021 Updated -- Separate Statement of Undisputed Material Facts in Support of Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication: Document changed from Legacy Document to Separate Statement; Exact Name: blank; Name Extension: of Undisputed Material Facts in Support of Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication; As To Parties: removed

05/06/2021 Updated -- Memorandum of Points & Authorities in Support of Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication: Document changed from Legacy Document to Memorandum of Points & Authorities; Exact Name: blank; Name Extension: in Support of Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication; As To Parties: removed

05/06/2021 Updated -- of Hearing on Towers Watson's Motion for Summary Judgment: Document changed from Legacy Document to Notice (name extension); Exact Name changed from LEGACY DOCUMENT TYPE: Notice of Hearing to of Hearing on Towers Watson's Motion for Summary Judgment; As To Parties: removed

05/06/2021 Updated -- Notice of Hearing on Towers Watson's Motion for Summary Judgment: Name Extension: of Hearing on Towers Watson's Motion for Summary Judgment; Exact Name: blank; As To Parties: removed

05/04/2021 Pursuant to written stipulation, Hearing on Motion in Limine jury instructions, and other pre-trial filings scheduled for 11/10/2021 at 10:00 AM in Spring Street Courthouse at Department 10 Not Held - Continued - Stipulation was rescheduled to 02/07/2022 10:00 AM

05/04/2021 Pursuant to written stipulation, Jury Trial scheduled for 12/01/2021 at 10:00 AM in Spring Street Courthouse at Department 10 Not Held - Continued - Stipulation was rescheduled to 03/01/2022 10:00 AM

05/04/2021 Pursuant to written stipulation, Final Status Conference scheduled for 11/22/2021 at 10:00 AM in Spring Street Courthouse at Department 10 Not Held - Continued - Stipulation was rescheduled to 02/18/2022 10:00 AM

05/03/2021 Stipulation and Order to Continue Trial Date; Signed and Filed by: As to: California Public Employees' Retirement System (Defendant)

04/07/2021 Updated -- Stipulation and Order to Continue Trial and Pre-Trial Hearings and Deadlines: As To Parties: removed

04/07/2021 Trial Readiness Conference scheduled for 06/15/2021 at 10:00 AM in Spring Street Courthouse at Department 10

04/07/2021 Hearing on Motion in Limine . scheduled for 08/18/2021 at 01:30 PM in Spring Street Courthouse at Department 10

04/07/2021 Final Status Conference scheduled for 09/01/2021 at 10:00 AM in Spring Street Courthouse at Department 10

04/07/2021 Jury Trial (25 days estimate) scheduled for 09/08/2021 at 10:00 AM in Spring Street Courthouse at Department 10

04/06/2021 Stipulation and Order to Continue Trial and Pre-Trial Hearings and Deadlines; Signed and Filed by: California Public Employees' Retirement System (Defendant)

03/19/2021 Updated -- California Public Employees' Retirement System: Organization Name changed from California Public Employees' Retirement to California Public Employees' Retirement System

03/19/2021 Updated -- Towers Perrin (Defendant): First Name: blank; Last Name: blank; Organization Name: Towers Perrin

03/19/2021 Updated -- Tillinghast-Towers Perrin (Defendant): First Name: blank; Last Name: blank; Organization Name: Tillinghast-Towers Perrin

03/19/2021 Updated -- California Public Employees' Retirement System (Defendant): Organization Name changed from California Public Employees' Retirement to California Public Employees' Retirement System

03/19/2021 Address for Michael J. Bidart (Attorney) null

03/19/2021 Updated -- Stuart C. Talley (Attorney): Organization Name changed from Kershaw, Cutter & Ratinoff, LLP to Kershaw, Cook & Talley PC

03/19/2021 Address for Stuart C. Talley (Attorney) updated

03/19/2021 Address for Gretchen M. Nelson, Esq. (Attorney) updated

03/19/2021 Address for Gregory L. Bentley (Attorney) updated

03/19/2021 Address for Steven M. Schuetze (Attorney) null

03/19/2021 Address for Michael J. Proctor (Attorney) updated

03/19/2021 Updated -- Gretchen Maria Nelson (Attorney): Organization Name changed from Kreindler & Kreindler LLP to Nelson & Fraenkel LLP

03/19/2021 Address for Gretchen Maria Nelson (Attorney) null

03/19/2021 Address for Michael J. Proctor (Attorney) updated

12/29/2020 Updated -- Stipulation and Order Regarding Pre-Trial Hearing Dates and Pre-Trial Schedule: As To Parties: removed

12/28/2020 Updated -- Stipulation and Order Regarding Pre-Trial Hearing Dates and Pre-Trial Schedule: As To Parties: removed

12/23/2020 Stipulation and Order Regarding Pre-Trial Hearing Dates and Pre-Trial Schedule; Signed and Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

12/03/2020 Minute Order (Court Order)

12/03/2020 On the Court's own motion, Jury Trial (25 days estimate) scheduled for 03/29/2021 at 10:00 AM in Spring Street Courthouse at Department 10 Not Held - Continued - Court's Motion was rescheduled to 09/08/2021 10:00 AM

12/03/2020 On the Court's own motion, Final Status Conference scheduled for 03/19/2021 at 10:00 AM in Spring Street Courthouse at Department 10 Not Held - Advanced and Vacated on 12/03/2020

12/03/2020 On the Court's own motion, Trial Readiness Conference scheduled for 01/08/2021 at 10:00 AM in Spring Street Courthouse at Department 10 Not Held - Advanced and Vacated on 12/03/2020

12/03/2020 On the Court's own motion, Hearing on Motion in Limine , scheduled for 03/05/2021 at 01:30 PM in Spring Street Courthouse at Department 10 Not Held - Advanced and Vacated on 12/03/2020

11/09/2020 Address for Michael J. Bidart (Attorney) null

11/09/2020 Address for Gregory L Bentley (Attorney) updated

11/09/2020 Updated -- Gregory L. Bentley (Attorney): Middle Name changed from L to L.

11/09/2020 Address for Gregory L. Bentley (Attorney) updated

11/09/2020 Address for Michael J. Proctor (Attorney) updated

11/05/2020 Stipulation and Order Regarding CALPERS' Answer to Third Amended Complaint; Signed and Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Holly Wedding (Plaintiff); California Public Employees' Retirement (Defendant)

10/21/2020 Updated -- Stuart C. Talley (Attorney): Organization Name changed from Kershaw, Cook & Talley PC to Kershaw, Cutter & Ratinoff, LLP; Middle Name changed from C to C.

10/21/2020 Updated -- Gretchen Maria Nelson (Attorney): First Name: Gretchen; Last Name: Nelson; Organization Name changed from Kreindler & Kreindler to Kreindler & Kreindler LLP; Middle Name: Maria

10/21/2020 Address for Gretchen Maria Nelson (Attorney) null

10/21/2020 Address for Gregory L Bentley (Attorney) updated

10/21/2020 Address for Susan Allison, Esq. (Attorney) updated

10/21/2020 Address for Gretchen M. Nelson, Esq. (Attorney) updated

10/21/2020 Address for Michael J. Proctor (Attorney) updated

10/21/2020 Address for Michael J. Proctor (Attorney) updated

10/21/2020 Updated -- Sheldon Eliot Eisenberg, Esq. (Attorney): First Name changed from Sheldon, to Sheldon; Organization Name: Drinker Biddle & Reath LLP; Middle Name: Eliot

10/21/2020 Address for Sheldon Eliot Eisenberg, Esq. (Attorney) null

10/21/2020 Updated -- Kirt J. Hopson (Attorney): Organization Name changed from Law Office of Kirt J Hopson to Law Office of Kirt J. Hopson; Middle Name changed from J to J.

10/21/2020 Address for Kirt J. Hopson (Attorney) null

10/21/2020 Updated -- Lodyga, Richard: First Name changed from Elma to Richard; Last Name changed from Sanchez to Lodyga

10/21/2020 Address for Michael J. Proctor (Attorney) updated

10/21/2020 Address for Aaron J. Benmark (Attorney) null

10/21/2020 Updated -- Gretchen Maria Nelson (Duplicate) (Attorney): Last Name changed from Nelson to Nelson (Duplicate)

10/21/2020 Updated -- Gretchen Maria Nelson (Attorney): Last Name changed from Nelson (Duplicate) to Nelson

10/21/2020 Address for Gregory L Bentley (Attorney) updated

10/19/2020 Stipulation and Order to Extend CALPER's Time to Respond to Plaintiffs' Third Amended Complaint; Signed and Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff); California

Public Employees' Retirement (Defendant)

10/15/2020 Notice of Errata to Plaintiffs' Third Amended Complaint Filed August 26, 2020; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

09/17/2020 Minute Order (Trial Readiness Conference)

09/15/2020 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore Lawanna Corson #7135; Signed and Filed by: Holly Wedding (Plaintiff)

09/10/2020 Joint Status Conference Report; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

09/08/2020 Third Amended Summons; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

09/02/2020 Notice of Ruling RE: Exchange of Expert Reports; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

09/02/2020 Updated -- Michael J. Proctor (Attorney): Middle Name changed from John to J.

09/02/2020 Address for Michael J. Proctor (Attorney) null

09/01/2020 Substitution of Attorney; Filed by: California Public Employees' Retirement (Defendant)

09/01/2020 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore Anita Alderson #11843; Signed and Filed by: Holly Wedding (Plaintiff)

09/01/2020 Minute Order (Further Status Conference)

09/01/2020 Pursuant to oral stipulation, Trial Readiness Conference scheduled for 09/09/2020 at 10:00 AM in Spring Street Courthouse at Department 10 Not Held - Advanced and Continued - by Court was rescheduled to 09/15/2020 10:00 AM

08/26/2020 Notice of Rejection - Pleadings; Issued by: Clerk

08/26/2020 THIRD AMENDED COMPLAINT; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff); As to: Michael Bilbery (Defendant); California Public Employees' Retirement (Defendant); Richard Costigan (Defendant) et al.

08/21/2020 Calpers' Brief Regarding Sequencing of Federal-Style Expert Reports; Filed by: California Public Employees' Retirement (Defendant)

08/21/2020 Declaration Of Michael J. Proctor in Support of Calper's Brief Regarding Sequencing of Federal-Style Expert Reports; Filed by: California Public Employees' Retirement (Defendant)

08/21/2020 Plaintiffs' Brief RE: Simultaneous Exchange of Expert Reports; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

08/18/2020 Notice of Ruling August 12, 2020 Status Conference; Filed by: Elma Sanchez (Plaintiff)

08/18/2020 Minute Order (Further Status Conference)

08/18/2020 On the Court's own motion, Final Status Conference scheduled for 09/04/2020 at 10:00 AM in Spring Street Courthouse at Department 10 Not Held - Advanced and Vacated on 08/12/2020

08/18/2020 On the Court's own motion, Jury Trial (10 days estimate) scheduled for 09/16/2020 at 10:00 AM in Spring Street Courthouse at Department 10 Not Held - Advanced and Vacated on 08/12/2020

08/12/2020 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore David Salyer #4410; Signed and Filed by: Holly Wedding (Plaintiff)

08/11/2020 Stipulation Re: Objections to the Statement of Decision are Preserved & Order Thereon; Signed and Filed by: California Public Employees' Retirement (Defendant)

08/03/2020 Notice of Lodging color copy of 1996 Long-Term care letter (Trial EXHS. 5 and 141); Filed by: California Public Employees' Retirement (Defendant)

08/03/2020 Notice of Ruling RE: The July 29, 2020 hearing; Filed by: California Public Employees' Retirement (Defendant)

07/30/2020 Minute Order (Trial Setting Conference; Further Status Conference)

07/29/2020 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore Gail Peeples #11458; Signed and Filed by: Holly Wedding (Plaintiff)

07/27/2020 Statement of Decision Re Bifurcated Court Trial; Signed and Filed by: Clerk

07/24/2020 Minute Order (Further Status Conference; Trial Setting Conference)

07/23/2020 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore David Salyer #4410; Signed and Filed by: Holly Wedding (Plaintiff)

07/20/2020 Reply to Plaintiffs' Supplemental Memorandum of Points & Authorities RE Issues Raised During the July 1, 2020 Hearing; Filed by: California Public Employees' Retirement (Defendant)

07/20/2020 Declaration of Aaron Benmark in Support of Reply to Plaintiffs' Supplemental Memorandum of Points & Authorities RE Issues Raised During the July 1, 2020 Hearing; Filed by: California Public Employees' Retirement (Defendant)

07/20/2020 Joint Status Conference Report; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

07/14/2020 Stipulation - No Order Regarding Briefing Schedule on Erisa Cases; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

07/13/2020 Plaintiffs' Supplemental Memorandum of Points & Authorities Regarding Issues Raised During the July 1, 2020 Hearing; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

07/13/2020 Calpers' Objection to Notice of Ruling on Plaintiffs' Motion for Leave to File Third Amended Complaint; Filed by: California Public Employees' Retirement (Defendant)

07/10/2020 [Proposed] Statement of Decision RE: Guaranteed Renewable Language; Filed by: California Public Employees' Retirement (Defendant)

07/10/2020 Notice of Ruling on Plaintiffs' Motion for Leave to File Third Amended Complaint; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

07/10/2020 Plaintiffs' Insert for [Proposed] Statement of Decision RE Guaranteed Renewable Clause; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

07/04/2020 Minute Order (Hearing on Motion for Leave to Amend Complaint; Further Statu...)

07/04/2020 Minute Order (Nunc Pro Tunc Order)

07/04/2020 Due to Clerical Error, Trial Setting Conference scheduled for 07/27/2020 at 09:00 AM in Spring Street Courthouse at Department 10 Not Held - Clerical Error was rescheduled to 07/23/2020 09:00 AM

07/01/2020 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore Jorge Dominguez #12523; Signed and Filed by: Holly Wedding (Plaintiff)

06/25/2020 Joint Status Conference Statement; Filed by: Richard M. Lodyga (Plaintiff)

06/24/2020 Declaration of Aaron J. Benmark in support of Reply Brief in Support of Calpers' Objections; Filed by: California Public Employees' Retirement (Defendant)

06/24/2020 Reply Brief in Support of Calpers' Objections to [Proposed] Statement of Decision; Filed by: California Public Employees' Retirement (Defendant)

06/24/2020 Plaintiff's Reply to Calpers' Opposition to Plaintiffs' Objections to [Proposed] Statement of Decision; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

06/24/2020 Joint Status Conference Report; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

06/12/2020 Defendant California Public Employees' Retirement System's Opposition to Plaintiffs' Objections to and Breifing Regarding [Proposed] Statement of Decision; Filed by: California Public Employees' Retirement (Defendant)

06/12/2020 Declaration of Daralyn J. Durie in Support of Defendant's Opposition to Plaintiffs' Objections to and Briefing Regarding [Proposed] Statement of Decision; Filed by: California Public Employees' Retirement (Defendant)

06/12/2020 Declaration of Gretchen M. Nelson In Support of Plaintiffs' Opposition to Calpers' Objections; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

06/12/2020 Plaintiffs' Opposition to CALPERS' Objection to [Proposed] Statement of Decision re Bifurcated Court Trial; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

05/28/2020 Notification of Court's Receipt of Ex Parte Written Communication from Class Member Victoria Blair; Filed by: Holly Wedding (Plaintiff)

05/26/2020 Order re: joint stipulation vacating agreed expert discovery schedule; Filed by: Holly Wedding (Plaintiff)

05/26/2020 Updated -- Order re: joint stipulation vacating agreed expert discovery schedule: Filed By: Holly Wedding (Plaintiff); Result: Granted; Result Date: 05/26/2020; As To Parties: removed

05/26/2020 Other - re: Ex Parte communication with Court from Class Member Victoria Blair; Filed by: Holly Wedding (Plaintiff)

05/15/2020 Joint Stipulation Vacating Agreed Expert Discovery Schedule; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff); California Public Employees' Retirement (Defendant)

05/14/2020 Declaration Of Holly Wedding In support Of Plaintiffs' Reply For Motion To Amend Complaint; Filed by: Elma Sanchez (Plaintiff)

05/08/2020 Updated -- Declaration Of Holly Wedding In support Of Plaintiffs' Reply For Motion To Amend Complaint: Status Date changed from 05/14/2020 to 05/08/2020; As To Parties: removed

05/08/2020 Reply In Support Of Motion For Leave To File Third Amended Complaint; Filed by: Holly Wedding (Plaintiff)

05/08/2020 Updated -- Lodyga, Eileen: Middle Name: blank

05/08/2020 Updated -- Sanchez, Elma: Middle Name: blank

05/08/2020 Updated -- Wedding, Holly: Middle Name: blank

05/08/2020 Updated -- Michael Bilbery (Defendant): Middle Name: blank

05/08/2020 Updated -- California Public Employees' Retirement: Organization Name changed from California Public Employees' Retirement to California Public Employees' Retirement

05/08/2020 Updated -- Richard Costigan (Defendant): Middle Name: blank

05/08/2020 Updated -- George Dier (Defendant): Last Name changed from Diehr to Dier; Middle Name: blank

05/08/2020 Updated -- Rob Feckner (Defendant): Middle Name: blank

05/08/2020 Updated -- JJ Jelincic (Defendant): Middle Name: blank

05/08/2020 Updated -- Henry Jones (Defendant): Middle Name: blank

05/08/2020 Updated -- Priya Mathur (Defendant): Middle Name: blank

05/08/2020 Updated -- Bill Slaton (Defendant): Middle Name: blank

05/08/2020 Updated -- Tillinghast-Towers Perrin (Defendant): Middle Name: blank

05/08/2020 Updated -- Towers Perrin (Defendant): Middle Name: blank

05/08/2020 Updated -- Towers Watson Co. (Defendant): Organization Name changed from Towers Watson Co. to Towers Watson Co.

04/16/2020 Opposition to Plaintiffs' Motion for Leave to File Third Amended Complaint; Filed by: California Public Employees' Retirement (Defendant)

04/16/2020 Declaration of Galia Z. Amram in Support of Opposition to Plaintiffs' Motion for Leave to File Third Amended Complaint; Filed by: California Public Employees' Retirement (Defendant)

04/16/2020 Message Board Posting continuing May 14, 2020 to July 1, 2020 at 9:00 a.m. Filed by: Clerk

04/16/2020 On the Court's own motion, Hearing on Motion for Leave to Amend Complaint scheduled for 05/14/2020 at 01:30 PM in Spring Street Courthouse at Department 10 Not Held - Advanced and Continued - by Court was rescheduled to 07/01/2020 09:00 AM

04/15/2020 Joint Stipulation to Modify Briefing Schedule Re Plaintiffs' Motion for Leave to File third Amended Complaint; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff); California Public Employees' Retirement (Defendant)

04/15/2020 Order re Stipulation to Modify Briefing Schedule re Plaintiffs' Motion for leave to file Third Amended Complaint; Signed and Filed by: California Public Employees' Retirement (Defendant)

03/20/2020 On the Court's own motion, Hearing on Motion for Leave to Amend Complaint scheduled for 04/10/2020 at 10:00 AM in Spring Street Courthouse at Department 10 Not Held - Advanced and Continued - by Court was rescheduled to 05/14/2020 01:30 PM

03/19/2020 Message Board Posting continuing April 10 hearing to May 14, 2020 at 1:30 p.m. Filed by: Clerk

03/18/2020 Minute Order (Hearing - Other Re Statement of Decision)

03/18/2020 On the Court's own motion, Hearing - Other Re Statement of Decision scheduled for 03/16/2020 at 01:30 PM in Spring Street Courthouse at Department 10 Not Held - Vacated by Court on 03/16/2020

03/13/2020 Hearing on Motion in Limine Re scheduled for 03/13/2020 at 02:00 PM in Spring Street Courthouse at Department 10

03/13/2020 Minute Order (Hearing on Motion in Limine Re)

03/12/2020 Notice of Ruling; Filed by: California Public Employees' Retirement (Defendant)

03/11/2020 Motion for Leave to File Third Amended Complaint; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

03/11/2020 Memorandum of Points and Authorities in Support of Plaintiffs' Motion for Leave to File Third Amended Complaint; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

03/11/2020 Declaration of Stuart C. Talley in Support of Plaintiffs' Motion for Leave to File Third Amended Complaint; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

03/06/2020 Declaration of Aaron J. Benmark in Support of Calpers' Objections to [Proposed] Statement of Decision RE Bifurcated Court Trial; Filed by: Michael Bilbery (Defendant); California Public Employees' Retirement (Defendant); Richard Costigan (Defendant); George Diehr (Defendant); Rob Feckner (Defendant); JJ Jelincic (Defendant); Henry Jones (Defendant); Priya Mathur (Defendant); Bill Slaton (Defendant); Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

03/06/2020 Objection to [Proposed] Statement of Decision RE Bifurcated Court Trial; Filed by: Michael Bilbery (Defendant); California Public Employees' Retirement (Defendant); Richard Costigan (Defendant); George Diehr (Defendant); Rob Feckner (Defendant); JJ Jelincic (Defendant); Henry Jones (Defendant); Priya Mathur (Defendant); Bill Slaton (Defendant); Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

03/06/2020 Objection to and Briefing Regarding [Proposed] Statement of Decision; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

03/02/2020 Minute Order (Trial Setting Conference)

02/27/2020 Minute Order (Further Status Conference)

02/27/2020 On the Court's own motion, Final Status Conference scheduled for 03/20/2020 at 10:00 AM in Spring Street Courthouse at Department 10 Not Held - Advanced and Continued - by Court was rescheduled to 09/04/2020 10:00 AM

02/27/2020 On the Court's own motion, Jury Trial (10 days estimate) scheduled for 04/13/2020 at 10:00 AM in Spring Street Courthouse at Department 10 Not Held - Advanced and Continued - by Court was rescheduled to 09/16/2020 10:00 AM

02/26/2020 Plaintiffs' Report on Notice to the Class, Opt Outs and Class Members Who Purchased Long Term Care Policies with Lifetime Benefits Only; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly

Wedding (Plaintiff)

02/26/2020 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore Linda Lee #13568; Signed and Filed by: Holly Wedding (Plaintiff)

02/20/2020 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore Ermelinda Hernandez #12257; Signed and Filed by: Holly Wedding (Plaintiff)

01/28/2020 Notice of Ruling; Filed by: California Public Employees' Retirement (Defendant)

01/10/2020 On the Court's own motion, Further Status Conference scheduled for 01/10/2020 at 01:30 PM in Spring Street Courthouse at Department 10 Held - Continued was rescheduled to 02/26/2020 01:30 PM

01/03/2020 Joint Status Conference Statement; Filed by:

01/03/2020 Joint Status Conference Report; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

12/18/2019 Order Appointing Settlement Master; Signed and Filed by: Holly Wedding (Plaintiff)

12/18/2019 Stipulation RE Appointment of Settlement Master; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

12/18/2019 Stipulation - No Order Re Appointment of Settlement Master; Filed by: Holly Wedding (Plaintiff)

12/18/2019 ** Case Name changed from ELMA SANCHEZ ET AL VS CA PUBLIC EMPLOYEES RETIREMENT SYSTEM to HOLLY WEDDING ET AL VS CA PUBLIC EMPLOYEES RETIREMENT SYSTEM

12/17/2019 Updated -- Stipulation - No Order Re Appointment of Settlement Master: Status Date changed from 12/18/2019 to 12/17/2019; As To Parties: removed

11/15/2019 Notice of Ruling; Filed by: California Public Employees' Retirement (Defendant)

10/30/2019 Minute Order (Hearing on Motion for Order to Reopen Expert Discovery; Furth...)

10/22/2019 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore Vienna Nguyen #13137; Signed and Filed by: Holly Wedding (Plaintiff)

10/18/2019 Joint Status Conference Statement; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

10/02/2019 Message Board Posting Case Anywhere; Filed by: Clerk

09/11/2019 Minute Order (Further Status Conference)

09/11/2019 On the Court's own motion, Further Status Conference scheduled for 09/11/2019 at 08:30 AM in Spring Street Courthouse at Department 10 Held - Continued was rescheduled to 10/22/2019 10:30 AM

09/06/2019 Pursuant to the request of plaintiff, Further Status Conference scheduled for 09/09/2019 at 11:00 AM in Spring Street Courthouse at Department 10 Not Held - Advanced and Continued - by Party was rescheduled to 09/11/2019 08:30 AM

09/05/2019 Minute Order (Hearing on Motion for Order to Reopen Expert Discovery; Trial...)

09/05/2019 Pursuant to written stipulation, Hearing on Motion for Order to Reopen Expert Discovery scheduled for 09/05/2019 at 01:30 PM in Spring Street Courthouse at Department 10 Not Held - Continued - Stipulation was rescheduled to 10/22/2019 10:30 AM

09/05/2019 Pursuant to written stipulation, Final Status Conference scheduled for 10/03/2019 at 10:00 AM in Spring Street Courthouse at Department 10 Not Held - Continued - Stipulation was rescheduled to 03/20/2020 10:00 AM

09/05/2019 Pursuant to written stipulation, Jury Trial (10 days estimate) scheduled for 10/30/2019 at 10:00 AM in Spring Street Courthouse at Department 10 Not Held - Continued - Stipulation was rescheduled to 04/13/2020 10:00 AM

08/29/2019 Updated -- Declaration of Gretchen M. Nelson in support of Plaintiffs' opposition to Defendant CalPERS' Motion To Reopen expert discovery - VOLUME 3 of 3: As To Parties: removed

08/29/2019 Updated -- Reply Declaration of Aaron J. Benmark in Support of Defendant Calpers' Motion to Reopen Expert Discovery; As To Parties: removed

08/28/2019 Reply Declaration of Aaron J. Benmark in Support of Defendant Calpers' Motion to Reopen Expert Discovery; Filed by: California Public Employees' Retirement (Defendant)

08/28/2019 Reply Memorandum of Points and Authorities in Support of Defendant Calpers' Motion to Reopen Expert Discovery; Filed by: California Public Employees' Retirement (Defendant)

08/22/2019 Declaration of Gretchen M. Nelson in support of Plaintiffs' opposition to Defendant CalPERS' Motion To Reopen expert discovery - VOLUME 3 of 3; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

08/22/2019 Declaration of Gretchen M. Nelson in support of Plaintiffs' opposition to Defendant CalPERS' Motion To Reopen expert discovery - VOLUME 1 of 3; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

08/22/2019 Declaration of Gretchen M. Nelson in support of Plaintiffs' opposition to Defendant CalPERS' Motion To Reopen expert discovery - VOLUME 2 of 3; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

08/22/2019 Objection to CalPERS' Amended/Augmented designation of expert witnesses (CCP Section 2024.050(a), 2034.610, 2034.620); Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

08/22/2019 Memorandum of Points & Authorities in opposition to Defendant CalPERS' Motion To Reopen expert discovery; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

08/21/2019 Minute Order (Trial Setting Conference)

08/21/2019 Pursuant to the request of plaintiff, Trial Setting Conference scheduled for 08/21/2019 at 10:00 AM in Spring Street Courthouse at Department 10 Not Held - Trailed was rescheduled to 09/05/2019 01:30 PM

08/14/2019 Pursuant to written stipulation, Hearing on Motion for Order to Reopen Expert Discovery scheduled for 08/23/2019 at 10:30 AM in Spring Street Courthouse at Department 10 Not Held - Continued - Stipulation was rescheduled to 09/05/2019 01:30 PM

08/13/2019 Stipulation and Order to Continue Hearing of Defendant Calpers' Motion to Reopen Expert Discovery; Signed and Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

08/01/2019 Motion to Reopen Expert Discovery; Filed by: California Public Employees' Retirement (Defendant)

08/01/2019 Memorandum of Points & Authorities In Support Of Defendant CALPER's Motion to Reopen Expert Discovery; Filed by: California Public Employees' Retirement (Cross-Complainant)

08/01/2019 Declaration of Daralyn J. Durie In Support Of Defendant CALPERS' Motion to Reopen Expert Discovery Made Pursuant to CCP 2024.050 (A); Filed by: California Public Employees' Retirement (Defendant)

08/01/2019 Appeal - Remittitur - Appeal Dismissed B296768; Filed by: Clerk

07/19/2019 Stipulation Regarding the use of Experts in Mediation; Filed by: California Public Employees' Retirement (Defendant); As to: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

07/18/2019 Minute Order (Further Status Conference (Informal Conference))

07/12/2019 Appeal Record Delivered; Issued by: Clerk

07/11/2019 Notice of Lodging deposition transcript for hearing on phase 1 deposition designations; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

07/01/2019 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore Karen Vilicich #7634; Signed and Filed by: Holly Wedding (Plaintiff)

06/26/2019 Plaintiffs' Objection to CALPERS' [Proposed] Statement of Decision; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

06/26/2019 Jury Instructions; Filed by:

06/25/2019 Stipulation Regarding Phase 1 Trial Exhibits; Filed by: California Public Employees' Retirement (Defendant)

06/20/2019 Minute Order (Hearing on Motion in Limine [Defendant] no. 5 to exclude evid...)

06/19/2019 Jury Instructions (Plaintiffs' Proposed Special); Filed by:

06/19/2019 Declaration of Steven D. Davis; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

06/19/2019 Declaration of Steven D. Davis in Support of Plaintiff's Motion for Pro Hac Vice Admission of Tyler J. Schneider; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

06/19/2019 Declaration of Steven D. Davis in Support of Plaintiff's Motion for Pro Hac Vice Admission of Tyler J. Schneider; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

06/19/2019 Minute Order (Jury Trial [EST TIME 10-days]; Status Conference; Hearing on ...)

06/17/2019 Appeal - Notice Court Reporter to Prepare Appeal Transcript;B296768; JCCP4936;; Filed by: Clerk

06/13/2019 Minute Order (Hearing on Motion in Limine [Plaintiffs'] no. 12 to exclude e...)

06/13/2019 Hearing on Motion in Limine [Defendant] no. 5 to exclude evidence related to fiduciary duty scheduled for 06/06/2019 at 02:00 PM in Spring Street Courthouse at Department 10

06/13/2019 Hearing on Motion in Limine [Defendant] no. 7 to exclude argument that the state will pay a judgment scheduled for 06/06/2019 at 02:00 PM in Spring Street Courthouse at Department 10

06/13/2019 Hearing on Motion in Limine [Defendant] no. 8 to exclude class member testimony scheduled for 06/06/2019 at 02:00 PM in Spring Street Courthouse at Department 10

06/13/2019 Minute Order (Hearing on Motion in Limine [Defendant] no. 5 to exclude evid...)

06/11/2019 Exhibit List 11-24; Filed by: California Public Employees' Retirement (Defendant)

06/10/2019 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore Christine Kwon-Chang #12143; Signed and Filed by: Holly Wedding (Plaintiff)

06/10/2019 Other - Plaintiffs' Phase 2 Videotape Deposition Testimony of Ann Boynton; Filed by:

06/10/2019 Other - Plaintiffs' Phase 2 Counter-Designation to Steve Pummer's Deposition Designations by Calpers; Filed by:

06/10/2019 Notice of Ruling; Filed by:

06/10/2019 Notice of ERRATA in Cross-Defendants' Verified Answer to Cross-Complaint; Filed by:

06/10/2019 Other - Plaintiffs' Phase 2 Videotape Deposition Testimony of Steve Pummer; Filed by:

06/10/2019 Other - Corrected Final Designations of ALL Videotape Deposition Testimony to be Introduced at Trial; Filed by:

06/10/2019 Notice of Ruling; Filed by: California Public Employees' Retirement (Defendant)

06/10/2019 Notice of Lodging powerpoint used during opening statement during phase 1 of the trial; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

06/10/2019 Other - corrected final designations of all videotape deposition testimony to be introduced at trial; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

06/10/2019 Minute Order (Hearing on Motion - Other .)

06/07/2019 Declaration of Michael J. Proctor; Filed by:

06/07/2019 Motion in Limine #4; Filed by:

06/07/2019 Motion in Limine #6; Filed by:

06/07/2019 Motion in Limine #7; Filed by:

06/07/2019 Motion in Limine #8; Filed by:

06/07/2019 Def. Calpers' Motion in Limine #7; Filed by:

06/07/2019 Motion in Limine #5; Filed by:

06/07/2019 Motion in Limine #4; Filed by:

06/07/2019 Memorandum of Points & Authorities; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

06/07/2019 Exhibit List 1-10; Filed by: California Public Employees' Retirement (Defendant)

06/07/2019 Reply Plaintiffs' in Support of Their Motion in Limine #4 to Exclude Evidence or any Reference to the Subjective Understanding of Insureds of the EOC; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

06/07/2019 Declaration of Michael J. Proctor in Support of Calpers' Memorandum of Points and Authorities Regarding Statute of Limitations Defense; Filed by: California Public Employees' Retirement (Defendant)

06/07/2019 Memorandum of Points & Authorities; Filed by: California Public Employees' Retirement (Defendant)

06/07/2019 Joint Objections to Parties' Deposition Designations- Phase 1; Filed by:

06/07/2019 Plaintiffs' Reply ISO Motion in Limine No. 10; Filed by:

06/06/2019 Updated -- Notice of Lodging deposition transcript for hearing on phase 1 deposition designations: Status Date changed from 07/11/2019 to 06/06/2019; As To Parties: removed

06/06/2019 Order Granting Administrative Motion For Order Permitting Use of Equipment; Signed and Filed by: California Public Employees' Retirement (Defendant)

06/06/2019 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore Vienna Nguyen #13137; Signed and Filed by: Holly Wedding (Plaintiff)

06/06/2019 Trial Brief; Filed by: California Public Employees' Retirement (Defendant)

06/06/2019 Plaintiffs' Phase 1 Trial Brief RE: Contract Interpretation; Memorandum of Points and Authorities; Filed by: California Public Employees' Retirement (Defendant)

06/05/2019 Notice of Lodging Deposition Transcripts for Hearing on Phase 1 Deposition Designations; Filed by:

06/05/2019 Other - Administrative Motion for Order Permitting Use of Equipment During Trial; Filed by:

06/05/2019 Notice of Errata to Plaintiffs' Opposition to Calpers' Motion in Limine to Exclude Non-Classwide Marketing Materials; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

06/05/2019 Answer; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Holly Wedding (Plaintiff)

06/05/2019 Plaintiffs' Phase 1 Videotape Deposition Testimony of Sandra Smoley; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

06/05/2019 Plaintiffs' Phase 1 Videotape Deposition Testimony of Ann Boynton; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

06/05/2019 Plaintiffs' Phase 1 Videotape Deposition Testimony of Eileen Tell; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

06/05/2019 Plaintiffs' Phase 1 Objections to Eileen Tell's Deposition Designations by Calpers; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

06/05/2019 Plaintiffs' Phase 1 Objections to Richard Lodyga's Deposition Designations by Calpers; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

06/05/2019 Plaintiffs' Phase 1 Counter-Designation to Eileen Tell's Deposition Designations by Calpers; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

06/05/2019 Plaintiffs' Phase 1 Counter-Designation to Richard Lodyga's Deposition Designations by Calpers; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

- 06/05/2019** Defendant Calpers' Objections to Plaintiffs' Deposition Designations-Phase One; Filed by: California Public Employees' Retirement (Defendant)
- 06/05/2019** Calpers' Deposition Designations for Phase one Trial; Filed by: California Public Employees' Retirement (Defendant)
- 06/05/2019** Plaintiffs' Amended Phase 1 Exhibit List and Defendant's Objections; Filed by: California Public Employees' Retirement (Defendant)
- 06/05/2019** Calpers' Objections to Plaintiffs' Phase 1 Counter-Designations to Richard Lodyga's Deposition Designations by Calpers'; Filed by: California Public Employees' Retirement (Defendant)
- 06/05/2019** Stipulation and Order Regarding Deposition Designations and Objections; Signed and Filed by: California Public Employees' Retirement (Defendant)
- 06/05/2019** Updated -- Stipulation and Order regarding the five-year dismissal statute: Status Date changed from 06/04/2019 to 06/05/2019; As To Parties: removed
- 06/05/2019** Notice of Lodging deposition transcripts for hearing on phase 1 deposition designations; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)
- 06/05/2019** Updated -- Declaration of Amy Pahl in Support of CALPERS' Opposition to Plaintiffs' Motion in Limine No. 12 Part 2 of the Declaration of Amy Pahl: Name Extension changed from of Amy Pahl in Support of CALPERS' Opposition to Plaintiffs' Motion in Limine No. 12 to of Amy Pahl in Support of CALPERS' Opposition to Plaintiffs' Motion in Limine No. 12 Part 2 of the Declaration of Amy Pahl; As To Parties: removed
- 06/05/2019** Updated -- Declaration of Amy Pahl in support of CalPERS' opposition to Plaintiffs' Motion In Limine No. 12 Part 4 of the Declaration of Amy Pahl: Name Extension changed from of Amy Pahl in support of CalPERS' opposition to Plaintiffs' Motion In Limine No. 12 to of Amy Pahl in support of CalPERS' opposition to Plaintiffs' Motion In Limine No. 12 Part 4 of the Declaration of Amy Pahl; As To Parties: removed
- 06/04/2019** Declaration of Adam Thurston in support of CalPERS' opposition to Plaintiffs' Motion In Limine No. 12; Filed by: California Public Employees' Retirement (Defendant)
- 06/04/2019** Opposition to Plaintiffs' Motion In Limine No. 12; Filed by: California Public Employees' Retirement (Defendant)
- 06/04/2019** Motion in Limine Def. CalPERS MIL # 13 - Declaration of Michael J. Proctor in support of Defendant CalPERS' Motion In Limine to exclude non-classwide marketing materials; Filed by: California Public Employees' Retirement (Defendant)
- 06/04/2019** Motion in Limine Def. CalPERS' MIL # 12 - Declaration of Michael J. Proctor in support of Defendant CalPERS' Motion In Limine to exclude the Smoley memorandum; Filed by: California Public Employees' Retirement (Defendant)
- 06/04/2019** Motion in Limine Def. CalPERS' MIL # 11 - Declaration of Galia Z. Amram in support of Defendant CalPERS' Motion In Limine to exclude Exhibits 96 and 1165 from Phase 1; Filed by: California Public Employees' Retirement (Defendant)
- 06/04/2019** Memorandum of Points & Authorities in opposition to Defendant CalPERS' Motion In Limine to exclude the sample CalPERS memorandum (Trial Exhibit 123); Filed by: California Public Employees' Retirement (Defendant)
- 06/04/2019** Declaration of Amy Pahl in support of CalPERS' opposition to Plaintiffs' Motion In Limine No. 12 Part 1 of the Declaration of Amy Pahl; Filed by: California Public Employees' Retirement (Defendant)
- 06/04/2019** Motion in Limine Def. CalPERS' MIL # 11 - CalPERS' Motion In Limine to exclude exhibits 96 and 1165 from Phase 1; Filed by: California Public Employees' Retirement (Defendant)
- 06/04/2019** Motion in Limine Def. CalPERS' MIL # 11 - Defendant CalPERS' Motion In Limine to exclude exhibits 96 and 1165 from Phase 1; Filed by: California Public Employees' Retirement (Defendant)
- 06/04/2019** Defendant CalPERS' Motions In Limine Index; Filed by: California Public Employees' Retirement (Defendant)
- 06/04/2019** Motion in Limine Def. CalPERS' MIL # 13 - Defendant CalPERS' Motion In Limine to exclude non-classwide marketing materials; Filed by: California Public Employees' Retirement (Defendant)

- 06/04/2019** Motion in Limine Def. CalPERS' MIL # 13 - Defendant CalPERS' Motion In Limine to exclude non-classwide marketing materials; Filed by: California Public Employees' Retirement (Defendant)
- 06/04/2019** Motion in Limine Def. CalPERS' MIL # 12 - Defendant CalPERS' Motion In Limine to exclude the Smoley memorandum; Filed by: California Public Employees' Retirement (Defendant)
- 06/04/2019** Motion in Limine Def. CalPERS' MIL # 12 - Defendant CalPERS' Notice of Motion and Motion In Limine to exclude the Smoley memorandum; Filed by: California Public Employees' Retirement (Defendant)
- 06/04/2019** Memorandum of Points & Authorities in opposition to Defendant CalPERS' MIL to exclude the evidence of coverage for LTC-4 (Trial Ex. 96); Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)
- 06/04/2019** Motion in Limine Notice and MIL #13 to exclude evidence relating to earlier premium increase in Phase One of Trial; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)
- 06/04/2019** Motion in Limine Notice and MIL # 14 to exclude reference to the contract or Plaintiffs' interpretation as a "suicide pact"; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)
- 06/04/2019** Minute Order (Final Status Conference; Hearing on Motion in Limine by plain...)
- 06/04/2019** Updated -- Plaintiffs' Second Amended Phase 1 Exhibit List: Exact Name: Plaintiffs' Second Amended Phase 1 Exhibit List; As To Parties: removed
- 06/04/2019** Updated -- Plaintiffs' Second Amended Phase 2 Exhibit List: As To Parties: removed
- 06/04/2019** Stipulation and Order regarding the five-year dismissal statute; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)
- 06/04/2019** Plaintiffs' Notice of Motion and Motion in Limine No. 12 to Exclude Evidence of Inflation Protection Provisions in Long Term Care Policies Issued by OTher Insurers and Actions by Other State Insurance Regulators; Declaration of Steven Schuetze in Support; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)
- 06/04/2019** Calpers' Fourth Amended Phase One Exhibit List; Filed by: California Public Employees' Retirement (Defendant)
- 06/04/2019** Calpers' Opposition to Plaintiffs' Motion in Limine No. 13; Filed by: California Public Employees' Retirement (Defendant)
- 06/04/2019** Defendant California Public Employees' Retirement System's Opposition to Plaintiffs' Motion in Limine No. 14 to Exclude Reference to "Suicide Pact"; Filed by: California Public Employees' Retirement (Defendant)
- 06/04/2019** Declaration of Galia Z. Amram in Support of Calpers' Opposition to Plaintiffs' Motion in Limine No. 13; Filed by: California Public Employees' Retirement (Defendant)
- 06/04/2019** Notice Notice of Errata to Plaintiffs' Opposition to Calpers' Motion in Limine #6 to Exclude Non-Classwide Evidence not Available to Entire Class; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)
- 06/04/2019** Plaintiffs' Corrected Opposition to Calpers' Motion in Limine to Exclude Non-Classwide Marketing Materials Memorandum of Points and Authorities; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)
- 06/04/2019** Plaintiffs' Corrected Opposition to Clpers' Motion in Limine #6 to Exclude Evidence Notice Available to Entire Class; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)
- 06/04/2019** Plaintiffs' Memorandum of Points and Authorities in Opposition to Defendant CALPERS' Motion in Limine #5 to Exclude Evidence Related to Fiduciary Duty; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)
- 06/04/2019** Plaintiffs' Response to Defendant CALPERS' Motion in Limine #7 to Exclude Argument That the State Will Pay a Judgment; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)
- 06/04/2019** Plaintiffs' Memorandum of Points and Authorities in Opposition to Defendant CALPERS' Motion in Limine #8 to Exclude Class Member Testimony; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff);

Holly Wedding (Plaintiff)

06/04/2019 Declaration of Amy Pahl in Support of CALPERS' Opposition to Plaintiffs' Motion in Limine No. 12; Filed by: California Public Employees' Retirement (Defendant)

06/04/2019 Declaration of Amy Pahl in Support of CALPERS' Opposition to Plaintiffs' Motion in Limine No.12 Part 3 of the Declaration of Amy Pahl; Filed by: California Public Employees' Retirement (Defendant)

06/04/2019 Declaration of Amy Pahl in support of CalPERS' opposition to Plaintiffs' Motion In Limine No. 12; Filed by: California Public Employees' Retirement (Defendant)

06/04/2019 Declaration of Amy Pahl in support of CalPERS' opposition to Plaintiffs' Motion In Limine No. 12 Part 5 of the Declaration of Amy Pahl; Filed by: California Public Employees' Retirement (Defendant)

06/04/2019 Declaration of Amy Pahl in support of CalPERS' opposition to Plaintiffs' Motion In Limine No. 12 Part 6 of the Declaration of Amy Pahl; Filed by: California Public Employees' Retirement (Defendant)

06/04/2019 Declaration of Amy Pahl in support of CalPERS' opposition to Plaintiffs' Motion In Limine No. 12 Part 8 of the Declaration of Amy Pahl; Filed by: California Public Employees' Retirement (Defendant)

06/04/2019 Declaration of Amy Pahl in support of CalPERS' opposition to Plaintiffs' Motion In Limine No. 12 Part 9 of the Declaration of Amy Pahl; Filed by: California Public Employees' Retirement (Defendant)

06/04/2019 Declaration of Amy Pahl in support of CalPERS' opposition to Plaintiffs' Motion In Limine No. 12 Part 12 of the Declaration of Amy Pahl; Filed by: California Public Employees' Retirement (Defendant)

06/04/2019 Declaration of Amy Pahl in support of CalPERS' opposition to Plaintiffs' Motion In Limine No. 12 Part 11 of the Declaration of Amy Pahl; Filed by: California Public Employees' Retirement (Defendant)

06/04/2019 Declaration of Amy Pahl in support of CalPERS' opposition to Plaintiffs' Motion In Limine No. 12 Part 10 of the Declaration of Amy Pahl; Filed by: California Public Employees' Retirement (Defendant)

06/04/2019 Declaration of Amy Pahl in support of CalPERS' opposition to Plaintiffs' Motion In Limine No. 12 Part 7 of the Declaration of Amy Pahl; Filed by: California Public Employees' Retirement (Defendant)

06/04/2019 Declaration of Amy Pahl in support of CalPERS' opposition to Plaintiffs' Motion In Limine No. 12; Filed by: California Public Employees' Retirement (Defendant)

06/03/2019 Updated -- Order Appointing Court Approved Reporter as Official Reporter Pro Tempore Lawanna Walters Corson #7135 (A.M. only): Name Extension changed from Buford James #9296 (P.M. only) to Lawanna Walters Corson #7135 (A.M. only); As To Parties: removed

06/03/2019 Opposition Plaintiffs' to Calpers' Motion in Limine #6 to Exclude Evidence Not Available to Entire Class; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

06/03/2019 Opposition Plaintiffs' to Defendant's Motion in Limine No. 4 to Exclude Evidence of Subsequent Remedial Measures; Memorandum of Points and Authorities; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

06/03/2019 Reply to Clpers's Opposition to Plaintiffs' Due Process Objections to Early Trial of Cross-Complaint; Declaration of Gretchen M. Nelson; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

06/03/2019 Notice of Errata in Plaintiffs' Reply to CalPERS's Opposition to Plaintiffs' Due Process Objections to Early Trial of Cross Complaint; Filed by: Elma Sanchez (Plaintiff)

06/03/2019 Defendant California Public Employees' Retirement System's Opposition to Plaintiffs' Motion in Limine No. 4 to Exclude Evidence or Any Reference to the Subjective Understanding of Insureds of the EOC; Filed by: California Public Employees' Retirement (Defendant)

06/03/2019 Declaration of Galia Z. Amram in Support Defendant California Public Employees' Retirement System's Opposition to Plaintiffs' Motion in Limine No. 4; Filed by: California Public Employees' Retirement (Defendant)

06/03/2019 Defendant California Republic Employees' Retirement System's Opposition to Plaintiffs' Motion in Limine No. 10 to Exclude Evidence or Any Reference to the Prior Settlement Between Plaintiffs and Towers Watson; Filed by: California

Public Employees' Retirement (Defendant)

06/03/2019 Plaintiffs' Objections to Calpers' Third Amended Phase 1 Exhibit List; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

06/03/2019 Witness List; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

06/03/2019 Exhibit List; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

06/03/2019 Plaintiffs' Second Amended Phase 2 Exhibit List; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

06/03/2019 Opposition Plaintiffs' to Calpers' Motion in Limine to Exclude Non-Classwide Marketing Materials Memorandum of Points and Authorities; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

06/03/2019 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore Keri Logan #12608; Signed and Filed by: Elma Sanchez (Plaintiff)

05/31/2019 Notice of Ruling at Final Status Conference; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

05/31/2019 Minute Order (Hearing on Motion to Bifurcate contract interpretation and CA...)

05/30/2019 Opposition to Plaintiffs' Due Process Objections to Early Trial of Cross-Complaint; Filed by: California Public Employees' Retirement (Defendant)

05/30/2019 Declaration of Galia Z. Amram in Support of Defendant California Public Employees' Retirement System's opposition to Plaintiffs' Due Process Objections; Filed by: California Public Employees' Retirement (Defendant)

05/30/2019 Notice of Ruling; Filed by: California Public Employees' Retirement (Defendant)

05/28/2019 Updated -- Defendant CALPERS' Notice of Motion and Motion in Limine to Exclude Argument that the State will Pay a Judgment DEF. CALPERS' Motion in Limine #7: Exact Name changed from Defendant CALPERS' Notice of Motion and Motion in Limine to Exclude Argument that the State will Pay a Judgment to Defendant CALPERS' Notice of Motion and Motion in Limine to Exclude Argument that the State will Pay a Judgment DEF. CALPERS' Motion in Limine #7; As To Parties: removed

05/28/2019 Other - Plaintiffs' due process objections to early trial of cross-complaint; Filed by: Elma Sanchez (Plaintiff)

05/28/2019 Jury Instructions [proposed] special jury instructions re inflation protection provision and statute of limitations defense; Filed by:

05/28/2019 Cross-Complaint; Filed by: California Public Employees' Retirement (Cross-Complainant); As to: Eileen Lodyga (Cross-Defendant); Elma Sanchez (Cross-Defendant); Holly Wedding (Cross-Defendant)

05/28/2019 Stipulation and Order Re: Foundation And Authenticity of Plaintiffs' Exhibits; Signed and Filed by: California Public Employees' Retirement (Defendant)

05/28/2019 Jury Instructions plaintiffs' proposed; Filed by:

05/28/2019 plaintiffs' revised phase 1 exhibit list; Filed by:

05/28/2019 plaintiffs' amended phase 2 exhibit list; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

05/28/2019 Objection to CALPERS' second amended phase 1 exhibit list; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

05/28/2019 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore David Salyer #4410; Signed and Filed by: Elma Sanchez (Plaintiff)

05/28/2019 Media Request to Photograph, Record, or Broadcast And Order (Denied); Signed and Filed by: Media Agency: Courtroom View Network

05/24/2019 Defendant CALPERS' Notice of Motion and Motion in Limine to Exclude Evidence and Argument Relating to Bad Acts by Former CALPERS Board Members DEF. CALPERS Motion in Limine #9; Filed by: California Public Employees' Retirement (Defendant)

05/24/2019 Plaintiffs' Notice of Motion and Motion in Limine NO. 11 to Exclude Evidence or any Reference to Elma Sanchez and Dismissed Parties and Claims; Declaration of Steven Schuetze in Support Thereof; [Proposed] Order (Filed Separately); Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

05/24/2019 Plaintiff's Notice of Motion and Motion in Limine NO. 10 to Exclude Evidence or any Reference to the Prior Settlement Between Plaintiffs and Towers Watson; Declaration of Steven Schuetze in Support Thereof; [Proposed] Order (Filed Separately); Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

05/24/2019 Plaintiff's Notice of Motion and Motion in Limine NO. 4 to Exclude Evidence or any Reference to the Subjective Understanding of Insureds of the EOC; Declaration of Steven Schuetze in Support Thereof; [Proposed] Order (Filed Separately); Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

05/24/2019 Exhibits 21-30 to the Declaration of Galia Z. Amram in Support of Defendant CALPER's Motions in Limine (4-10); Filed by: California Public Employees' Retirement (Defendant)

05/24/2019 Exhibits 31-47 to the Declaration of Galia Z. Amram in Support of Defendant CALPERS' Motions in Limine (4-10); Filed by: California Public Employees' Retirement (Defendant)

05/24/2019 Defendant CALPERS' Notice of Motion and Motion in Limine to Exclude Evidence of Subsequent Remedial Measures Def. CALPERS Motion in Limine #4; Filed by: California Public Employees' Retirement (Defendant)

05/24/2019 Memorandum of Points & Authorities in Support of Defendant CALPERS' Motion in Limine to Exclude Argument Over Changes Made to Marketing Materials; Filed by: California Public Employees' Retirement (Defendant)

05/24/2019 Defendant CALPERS' Notice of Motion and Motion in Limine to Exclude Evidence Related to Fiduciary Duty DEF. CALPERS Motion in Limine #5; Filed by: California Public Employees' Retirement (Defendant)

05/24/2019 Memorandum of Points & Authorities in Support of CALPERS' Motion in Limine to Exclude Evidence Related to Fiduciary Duty, the Implied Covenant and Fraud in the Inducement; Filed by: California Public Employees' Retirement (Defendant)

05/24/2019 Defendant CALPERS' Notice of Motion and Motion in Limine to Exclude Evidence Not Available to Entire Class DEF. CALPERS Motion in Limine #6; Filed by: California Public Employees' Retirement (Defendant)

05/24/2019 Memorandum of Points & Authorities in Support of Defendant CALPERS' Motion in Limine to Exclude Evidence Not Available to Entire Class DEF. CALPERS' Motion in Limine #6; Filed by: California Public Employees' Retirement (Defendant)

05/24/2019 Defendant CALPERS' Notice of Motion and Motion in Limine to Exclude Argument that the State will Pay a Judgment; Filed by: California Public Employees' Retirement (Defendant)

05/24/2019 Memorandum of Points & Authorities in Support of Defendant CALPERS' Motion in Limine to Exclude Argument that the State will Pay a Judgment DEF. CALPERS' Motion in Limine #7; Filed by: California Public Employees' Retirement (Defendant)

05/24/2019 Defendant CALPERS' Notice of Motion and Motion in Limine to Exclude Class Member Testimony DEF. CALPERS' Motion in Limine #8; Filed by: California Public Employees' Retirement (Defendant)

05/24/2019 Memorandum of Points & Authorities in Support of Defendant CALPERS' Motion in Limine to Exclude Class Member Testimony DEF. CALPERS' Motion in Limine #8; Filed by: California Public Employees' Retirement (Defendant)

05/24/2019 Memorandum of Points & Authorities in Support of Defendant CALPERS' Motion in Limine to Exclude Evidence and Argument Relating to Bad Acts by Former CALPERS Board Members DEF. CALPERS' Motion in Limine #9; Filed by: California Public Employees' Retirement (Defendant)

05/24/2019 Defendant CALPERS' Notice of Motion and Motion in Limine to Exclude Evidence or Argument on Pre-2013 Increase in the Merits Phase of the Jury Trial; Filed by: California Public Employees' Retirement (Defendant)

05/24/2019 Memorandum of Points & Authorities in Support of Defendant CALPERS' Motion in Limine to Exclude Evidence or Argument on Pre-2013 Increase in the Merits Phase of the Jury Trial DEF. CALPERS' Motion in Limine #10; Filed by: California Public Employees' Retirement (Defendant)

05/24/2019 Declaration of Michael J. Proctor in Support of Defendant CALPERS' Motions in Limine (4-10); Filed by: California Public Employees' Retirement (Defendant)

05/24/2019 Declaration of Galia Z. Amram in Support of Defendant CALPERS' Motions in Limine (4-10); Filed by: California Public Employees' Retirement (Defendant)

05/24/2019 Defendant California Public Employees' Retirement System's Motion in Limine Index; Filed by: California Public Employees' Retirement (Defendant)

05/24/2019 Exhibits 1-11 to the Declaration of Galia Z. Amram in Support of Defendant CALPERS' Motions in Limine (4-10); Filed by: California Public Employees' Retirement (Defendant)

05/24/2019 Exhibits 12-20 to the Declaration of Galia Z. Amram in Support of Defendant CALPERS' Motions in Limine (4-10); Filed by: California Public Employees' Retirement (Defendant)

05/23/2019 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore Buford James #9296 (P.M.); Signed and Filed by: Elma Sanchez (Plaintiff)

05/23/2019 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore Buford James #9296 (P.M. only); Signed and Filed by: Elma Sanchez (Plaintiff)

05/23/2019 Stipulation Modifying Motion in Limine Schedule, and Filing Certain Pre-Trial Documents; Signed and Filed by: California Public Employees' Retirement (Defendant)

05/22/2019 On the Court's own motion, Final Status Conference scheduled for 05/28/2019 at 01:45 PM in Spring Street Courthouse at Department 10 Not Held - Advanced and Continued - by Court was rescheduled to 05/28/2019 10:00 AM

05/20/2019 Joint Witness List; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

05/17/2019 Memorandum of contentions of fact and law; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

05/17/2019 Memorandum of Contentions of Fact and Law; Filed by: California Public Employees' Retirement (Defendant)

05/17/2019 Declaration of Adam R. Brausa in support of Defendant California Public Employees' Retirement System's memorandum of contentions of fact and law; Filed by: California Public Employees' Retirement (Defendant)

05/16/2019 Reply in support of Defendant California Public Employees' Retirement System's Motion To Bifurcate contract interpretation and CalPERS' statute of limitation defense; Filed by: California Public Employees' Retirement (Defendant)

05/16/2019 Reply Declaration of Daralyn J. Durie in support of Defendant CalPERS' Motion to bifurcate contract interpretation and CalPERS' statute of limitation defense; Filed by: California Public Employees' Retirement (Defendant)

05/16/2019 Reply in support of Defendant CalPERS' Motion to Leave to File Cross-Complaint; Filed by: California Public Employees' Retirement (Defendant)

05/16/2019 Reply Declaration of Galia Z. Amram in support of Defendant CalPERS' Motion For Leave to File Cross-Complaint; Filed by: California Public Employees' Retirement (Defendant)

05/14/2019 Notice of Errata in Plaintiffs' Memorandum of Points and Authorities in Opposition to Defendant Calpers' Motion for Leave to File Cross-Complaint; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

05/14/2019 Plaintiffs' Corrected Memorandum of Points and Authorities in Opposition to Defendant Calpers' Motion for Leave to File Cross-Complaint; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

05/14/2019 Memorandum of Points & Authorities in opposition to defendant Calpers' motion for leave to file cross-compliant; Filed by: Elma Sanchez (Plaintiff)

- 05/14/2019** Stipulation Modifying Motion in Limine Schedule; Signed and Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)
- 05/09/2019** Declaration of Gretchen M. Nelson in support of Plaintiffs' opposition to Defendant CalPERS' Motion For Leave to File Cross-Complaint; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)
- 05/08/2019** Opposition to Defendant's Motion To Bifurcate Contract Interpretation and CalPERS' Statute of Limitation Defense; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)
- 05/08/2019** Updated -- Memorandum of Points & Authorities in opposition to defendant Calpers' motion for leave to file cross-compliant: Status Date changed from 05/14/2019 to 05/08/2019; As To Parties: removed
- 05/07/2019** Updated -- Appeal - Ntc Designating Record of Appeal APP-003/010/103 "U": As To Parties: removed
- 05/06/2019** Updated -- Appeal - Ntc Designating Record of Appeal APP-003/010/103 "U": As To Parties: removed
- 05/03/2019** Appeal - Ntc Designating Record of Appeal APP-003/010/103; Filed by: Irene Hopson (Appellant)
- 05/03/2019** Appeal - Reporter Appeal Transcript Process Fee Paid JCCP4936; Filed by: Irene Hopson (Appellant)
- 05/03/2019** Updated -- Appeal - Ntc Designating Record of Appeal APP-003/010/103 "U": Name Extension: "U"; As To Parties: removed
- 05/02/2019** Minute Order (Status Conference)
- 05/02/2019** On the Court's own motion, Hearing on Motion - Other to File a Cross-Complaint scheduled for 05/21/2019 at 10:00 AM in Spring Street Courthouse at Department 10 Not Held - Trailed was rescheduled to 05/23/2019 09:30 AM
- 05/02/2019** On the Court's own motion, Hearing on Motion in Limine Plaintiffs' Motions in Limine Nos. 1 -9; Defendants' Motions in Limine 1-3 scheduled for 05/14/2019 at 09:00 AM in Spring Street Courthouse at Department 10 Not Held - Advanced and Vacated on 04/25/2019
- 05/02/2019** On the Court's own motion, Hearing on Motion in Limine Plaintiffs' Motions in Limine Nos. 1-9; Defendants' Motions in Limine Nos. 1-3 scheduled for 05/15/2019 at 09:00 AM in Spring Street Courthouse at Department 10 Not Held - Advanced and Vacated on 04/25/2019
- 05/01/2019** Updated -- Challenge To Judicial Officer - Peremptory (170.6) Judge Rafael A. Ongkeko: Name Extension: Judge Rafael A. Ongkeko; As To Parties: removed
- 04/29/2019** Declaration of Allyson R. Bennett in support of Defendant California Public Employees' Retirement System's Motion To Bifurcate contract interpretation and CalPERS' statute of limitation defense; Filed by: California Public Employees' Retirement (Defendant)
- 04/29/2019** Declaration of Michael J. Proctor in support of Defendant CalPERS' Motion For Leave To File Cross-Complaint; Filed by: California Public Employees' Retirement (Defendant)
- 04/29/2019** Memorandum of Points & Authorities in support of Defendant CalPERS' Motion For Leave To File Cross-Complaint; Filed by: California Public Employees' Retirement (Defendant)
- 04/29/2019** Motion for Leave to File a Cross-Complaint; Filed by: California Public Employees' Retirement (Defendant)
- 04/29/2019** Motion to Bifurcate Contract Interpretation and CALPERS' Statute of Limitation Defense; Filed by: California Public Employees' Retirement (Defendant)
- 04/29/2019** Notice of Ruling; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)
- 04/29/2019** Defendant California Public Employees' Retirement System's Notice of Motion to Bifurcate Contract Interpretation and Calpers' Statute of Limitation Defense; Filed by: Michael Bilbery (Defendant); California Public Employees' Retirement (Defendant); Richard Costigan (Defendant); George Diehr (Defendant); Rob Feckner (Defendant); JJ Jelincic (Defendant); Henry Jones (Defendant); Priya Mathur (Defendant); Bill Slaton (Defendant); Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)
- 04/25/2019** Order Appointing Court Approved Reporter as Official Reporter Pro Tempore Anita Alderson #11843; Signed and

Filed by: Eileen Lodyga (Plaintiff)

04/24/2019 Appeal - Notice of Default Issued; Filed by: Clerk; As to: Irene Hopson (Appellant)

04/24/2019 Updated -- Appeal - Notice of Default Issued: Document changed from Notice of Default to Appeal - Notice of Default Issued; As To Parties: Irene Hopson (Appellant)

04/18/2019 Joint Status Conference Report; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

04/12/2019 Plaintiffs' Reply to Calpers' Opposition to Motion in Limine No. 5 to Exclude Evidence Related to Defendant's Financial Condition and the Impact of any Potential Judgment; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

04/12/2019 Reply Plaintiffs' to Calpers' Opposition to Plaintiffs' Motion in Limine No. 9 to Exclude Testimony that Policyholders who Reduced or Terminated their Benefits did not Suffer any Damage; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

04/12/2019 Declaration of Aaron J. Benmark in Support of Defendant California Public Employees' Retirement System Reply Motions in Limine; Filed by: California Public Employees' Retirement (Defendant)

04/12/2019 Reply Plaintiffs' Reply to Calpers' Opposition to Plaintiffs' Motion in Limine No. 8 to Exclude Testimony as to what Calpers Might do if a Judgment is Entered Against it; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

04/12/2019 Reply Memorandum of Points and Authorities in Support of Defendant Calpers' Motion in Limine to Exclude the Testimony of Stephen Prater; Filed by: California Public Employees' Retirement (Defendant)

04/12/2019 Memorandum of Points & Authorities in Support of Defendant Calpers' Motion in Limine to Exclude Testimony from Plaintiffs' Proposed Expert Gordon Rausser; Filed by: California Public Employees' Retirement (Defendant)

04/12/2019 Reply Plaintiffs' in Support of Motion in Limine No. 7 to Exclude Cumulative Testimony of Calpers' Experts Amy Pahl and Jeffrey Kinrich; Declaration of Gabriel S. Barenfeld in Support Thereof; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

04/12/2019 Reply Memorandum of Points and Authorities in Support of Defendant Calpers' Motion in Limine to Exclude Testimony from Plaintiffs' Proposed Expert Cabe Chadick; Filed by: California Public Employees' Retirement (Defendant)

04/12/2019 Other - Exhibits 1-4 to the Declaration of Aaron J. Benmark in Support of Defendant California Public Employees' Retirement System Reply Motion in Limine; Filed by: California Public Employees' Retirement (Defendant)

04/12/2019 Reply Plaintiffs' to Calpers' Opposition to Plaintiffs' Motion in Limine No. 6 to Exclude Expert Testimony of a 67% Premium Increase; Gretchen M. Nelson Declaration in Support Thereof; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

04/12/2019 Reply to Calpers' Opposition to Motion in Limine No. 2 to Exclude Evidence of Premium Increases by Other Insurers; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

04/12/2019 Reply to Calpers' Opposition to Motion in Limine No. 3 to Exclude Evidence Regarding the Decline in the Long-Term-Care Insurance Industry; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

04/12/2019 Reply to Calpers' Opposition to Motion in Limine No. 1 to Exclude Evidence of Inflation Protection Provisions; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

04/08/2019 Appeal - Notice of Filing of Notice of Appeal (JCCP4936) for Notice of Appeal, filed 4/4/19, ("U"); Filed by: Clerk

04/05/2019 Updated -- Opposition to Defendant's Limine No. 2 to Exclude Testimony From Plaintiff's Proposed Expert Gordon Rausser: As To Parties: removed

04/05/2019 Notice of Ruling; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

04/04/2019 Updated -- Opposition to CalPers' Motion In Limine No. 3 to exclude testimony of Stephen Prater; Memorandum of Points and Authorities; Declaration of Stephen Prater; Declaration of Steven Schuetze: As To Parties: removed

04/04/2019 Updated -- Declaration of Adam R. Brausa in Support of Defendant California Public Employees Retirement System's Oppositions to Plaintiffs Motion in Limine Nos. 1-3 and 5-9: As To Parties: removed

04/04/2019 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore; Signed and Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

04/04/2019 Case reassigned to Spring Street Courthouse in Department 10 - Hon. William F. Highberger; Reason: Other

04/04/2019 Appeal - Notice of Appeal/Cross Appeal Filed RELATED CASE JCCP4936; Filed by: Irene Hopson (Appellant); As to: Elma Sanchez (Respondent)

04/04/2019 ERROR with ROA message definition 92 on [Ln 37, col 39] with Document:70809718

04/04/2019 Minute Order (Status Conference)

04/04/2019 Updated -- 05/14/2019 Hearing on Motion in Limine Plaintiffs' Motions in Limine Nos. 1 -9; Defendants' Motions in Limine 1-3: Location changed from Department 11 to Department 10

04/04/2019 Updated -- 05/15/2019 Hearing on Motion in Limine Plaintiffs' Motions in Limine Nos. 1-9; Defendants' Motions in Limine Nos. 1-3: Location changed from Department 11 to Department 10

04/04/2019 Updated -- 05/21/2019 Hearing on Motion - Other to File a Cross-Complaint: Location changed from Department 11 to Department 10

04/04/2019 Updated -- 05/28/2019 Final Status Conference: Location changed from Department 11 to Department 10

04/02/2019 Stipulation and Order Adjusting Briefing Schedule as to the Opposition Deadline for Motions in Limine Regarding Expert Witnesses; Signed and Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

04/02/2019 Minute Order (Court Order)

03/29/2019 Motion in Limine No. 1; Filed by: Michael Bilbery (Defendant); California Public Employees' Retirement (Defendant); Richard Costigan (Defendant); George Diehr (Defendant); Rob Feckner (Defendant); JJ Jelincic (Defendant); Henry Jones (Defendant); Priya Mathur (Defendant); Bill Slaton (Defendant); Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

03/29/2019 Motion in Limine No. 2; Filed by: Michael Bilbery (Defendant); California Public Employees' Retirement (Defendant); Richard Costigan (Defendant); George Diehr (Defendant); Rob Feckner (Defendant); JJ Jelincic (Defendant); Henry Jones (Defendant); Priya Mathur (Defendant); Bill Slaton (Defendant); Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

03/29/2019 Motion in Limine No. 3; Filed by: Michael Bilbery (Defendant); California Public Employees' Retirement (Defendant); Richard Costigan (Defendant); George Diehr (Defendant); Rob Feckner (Defendant); JJ Jelincic (Defendant); Henry Jones (Defendant); Priya Mathur (Defendant); Bill Slaton (Defendant); Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

03/29/2019 Motion in Limine No. 5; Filed by: Michael Bilbery (Defendant); California Public Employees' Retirement (Defendant); Richard Costigan (Defendant); George Diehr (Defendant); Rob Feckner (Defendant); JJ Jelincic (Defendant); Henry Jones (Defendant); Priya Mathur (Defendant); Bill Slaton (Defendant); Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

03/29/2019 Motion in Limine No. 6; Filed by: Michael Bilbery (Defendant); California Public Employees' Retirement (Defendant); Richard Costigan (Defendant); George Diehr (Defendant); Rob Feckner (Defendant); JJ Jelincic (Defendant); Henry Jones (Defendant); Priya Mathur (Defendant); Bill Slaton (Defendant); Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

03/29/2019 Motion in Limine No. 7; Filed by: Michael Bilbery (Defendant); California Public Employees' Retirement (Defendant); Richard Costigan (Defendant); George Diehr (Defendant); Rob Feckner (Defendant); JJ Jelincic (Defendant); Henry Jones (Defendant); Priya Mathur (Defendant); Bill Slaton (Defendant); Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

03/29/2019 Motion in Limine No. 8; Filed by: Michael Bilbery (Defendant); California Public Employees' Retirement (Defendant); Richard Costigan (Defendant); George Diehr (Defendant); Rob Feckner (Defendant); JJ Jelincic (Defendant);

Henry Jones (Defendant); Priya Mathur (Defendant); Bill Slaton (Defendant); Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

03/29/2019 Motion in Limine No. 9; Filed by: Michael Bilbery (Defendant); California Public Employees' Retirement (Defendant); Richard Costigan (Defendant); George Diehr (Defendant); Rob Feckner (Defendant); JJ Jelincic (Defendant); Henry Jones (Defendant); Priya Mathur (Defendant); Bill Slaton (Defendant); Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

03/29/2019 Declaration of Adam R. Brausa in Support of Defendant California Public Employees Retirement System's Oppositions to Plaintiffs Motion in Limine Nos. 1-3 and 5-9; Filed by: Michael Bilbery (Defendant); California Public Employees' Retirement (Defendant); Richard Costigan (Defendant); George Diehr (Defendant); Rob Feckner (Defendant); JJ Jelincic (Defendant); Henry Jones (Defendant); Priya Mathur (Defendant); Bill Slaton (Defendant); Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

03/29/2019 Other - Exhibits 1-6 to the Declaration of Adam R. Brausa in Support of Defendant California Public Employees' Retirement System's Oppositions to Plaintiffs' Motions in Limine; Filed by: Michael Bilbery (Defendant); California Public Employees' Retirement (Defendant); Richard Costigan (Defendant); George Diehr (Defendant); Rob Feckner (Defendant); JJ Jelincic (Defendant); Henry Jones (Defendant); Priya Mathur (Defendant); Bill Slaton (Defendant); Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

03/29/2019 Other - Exhibits 7-11 to the Declaration of Adam R. Brausa in Support of Defendant California Public Employees' Retirement System's Oppositions to Plaintiffs' Motions in Limine; Filed by: Michael Bilbery (Defendant); California Public Employees' Retirement (Defendant); Richard Costigan (Defendant); George Diehr (Defendant); Rob Feckner (Defendant); JJ Jelincic (Defendant); Henry Jones (Defendant); Priya Mathur (Defendant); Bill Slaton (Defendant); Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

03/29/2019 Other - Exhibits 12-22 to the Declaration of Adam R. Brausa in Support of Defendant California Public Employees' Retirement System's Oppositions to Plaintiffs' Motions in Limine; Filed by: Michael Bilbery (Defendant); California Public Employees' Retirement (Defendant); Richard Costigan (Defendant); George Diehr (Defendant); Rob Feckner (Defendant); JJ Jelincic (Defendant); Henry Jones (Defendant); Priya Mathur (Defendant); Bill Slaton (Defendant); Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

03/29/2019 Other - Exhibits 23-33 to the Declaration of Adam R. Brausa in Support of Defendant California Public Employees' Retirement System's Oppositions to Plaintiffs' Motions in Limine; Filed by: Michael Bilbery (Defendant); California Public Employees' Retirement (Defendant); Richard Costigan (Defendant); George Diehr (Defendant); Rob Feckner (Defendant); JJ Jelincic (Defendant); Henry Jones (Defendant); Priya Mathur (Defendant); Bill Slaton (Defendant); Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

03/29/2019 Other - Exhibits 34-36 to the Declaration of Adam R. Brausa in Support of Defendant California Public Employees' Retirement System's Oppositions to Plaintiffs' Motions in Limine; Filed by: California Public Employees' Retirement (Defendant)

03/29/2019 Updated -- Motion in Limine No. 6: As To Parties: removed

03/29/2019 Updated -- Motion in Limine No. 7: As To Parties: removed

03/29/2019 Updated -- Motion in Limine No. 8: As To Parties: removed

03/29/2019 Updated -- Motion in Limine No. 9: As To Parties: removed

03/29/2019 Updated -- Declaration of Adam R. Brausa in Support of Defendant California Public Employees Retirement System's Oppositions to Plaintiffs Motion in Limine Nos. 1-3 and 5-9: As To Parties: removed

03/29/2019 Updated -- Other - Exhibits 1-6 to the Declaration of Adam R. Brausa in Support of Defendant California Public Employees' Retirement System's Oppositions to Plaintiffs' Motions in Limine: As To Parties: removed

03/29/2019 Updated -- Other - Exhibits 7-11 to the Declaration of Adam R. Brausa in Support of Defendant California Public Employees' Retirement System's Oppositions to Plaintiffs' Motions in Limine: As To Parties: removed

03/29/2019 Updated -- Other - Exhibits 12-22 to the Declaration of Adam R. Brausa in Support of Defendant California Public Employees' Retirement System's Oppositions to Plaintiffs' Motions in Limine: As To Parties: removed

03/29/2019 Updated -- Other - Exhibits 23-33 to the Declaration of Adam R. Brausa in Support of Defendant California Public Employees' Retirement System's Oppositions to Plaintiffs' Motions in Limine: As To Parties: removed

03/29/2019 Updated -- Motion in Limine No. 5: As To Parties: removed

03/29/2019 Updated -- Motion in Limine No. 1: As To Parties: removed

03/29/2019 Updated -- Motion in Limine No. 2: As To Parties: removed

03/29/2019 Updated -- Motion in Limine No. 3: As To Parties: removed

03/29/2019 Opposition to CalPers' Motion In Limine No. 3 to exclude testimony of Stephen Prater; Memorandum of Points and Authorities; Declaration of Stephen Prater; Declaration of Steven Schuetze; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

03/29/2019 Proof of Service by Mail (E-mail /Electronic Transmission); Filed by: California Public Employees' Retirement (Defendant); As to: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al. After Substituted Service of Summons & Complaint?: No

03/29/2019 Opposition to Defendant's Limine No. 2 to Exclude Testimony From Plaintiff's Proposed Expert Gordon Rausser; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

03/29/2019 Memorandum of Points & Authorities; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

03/29/2019 Challenge To Judicial Officer - Peremptory (170.6); Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

03/18/2019 Notice of Appearance; Filed by: Michael Bilbery (Defendant); California Public Employees' Retirement (Defendant); Richard Costigan (Defendant); George Diehr (Defendant); Rob Feckner (Defendant); JJ Jelincic (Defendant); Henry Jones (Defendant); Priya Mathur (Defendant); Bill Slaton (Defendant); Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

03/15/2019 Plaintiffs' Notice of Motion and Motion in Limine No. 9 to Exclude Testimony form Calpers' Experts that Policyholders who Redduced or Terminated Their Benefits did not suffer any Damage; Declaration of Gabriel S. Barenfeld in Support Thereof; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

03/14/2019 Declaration of Allyson R. Bennett; Filed by: California Public Employees' Retirement (Defendant)

03/14/2019 Memorandum of Points & Authorities; Filed by: California Public Employees' Retirement (Defendant)

03/14/2019 Notice of Motion and Motion I Limine No. 1; Filed by: California Public Employees' Retirement (Defendant)

03/14/2019 Other - Exhibits 10-20 to the Declaration of Allyson R. Bennett in Support of Defendant California Public Employees' Retirement System Motion in Limine; Filed by: California Public Employees' Retirement (Defendant)

03/14/2019 Request for Judicial Notice; Filed by: California Public Employees' Retirement (Defendant)

03/14/2019 Other - Exhibits 1-9 to the Declaration of Allyson R. Bennett in Support of Defendant California Public Employees' Retirement System Motions in Limine; Filed by: California Public Employees' Retirement (Defendant)

03/14/2019 Notice of Motion and Motion in Limine No. 1 to Exclude Evidence of Inflation Protection Provisions in Long-Term-Care Policies Issued by other Insurers;; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

03/14/2019 Other - Exhibits 1-9 to the Declaration of Allyson R. Bennett in support of Defendant California Public Employees' Retirement System Motions In Limine; Filed by: California Public Employees' Retirement (Defendant)

03/14/2019 Notice of Motion and Motion in Limine No. 4 to Exclude Evidence or Any Reference to the Subjective Understanding of Insureds of the EOC; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

03/14/2019 Other - Exhibits 10-20 to the Declaration of Allyson R. Bennett in support of Defendant California Public Employees' Retirement System Motions In Limine; Filed by: California Public Employees' Retirement (Defendant)

03/14/2019 Notice of Motion and Motion in Limine No. 3 to Exclude Evidence Regarding the Decline in Long-Term-Care Insurance Industry; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

03/14/2019 Motion in Limine Index; Filed by: California Public Employees' Retirement (Defendant)

03/14/2019 Notice of Motion and Motion in Limine No. 2 to Exclude Evidence of Premium Increases by Other Insurers or Approvals of Increases by Non-California State Regulators;; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

03/14/2019 Other - Plaintiffs' Index of Motions In Limine; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

03/14/2019 Notice of Motion and Motion in Limine No. 2; Filed by: California Public Employees' Retirement (Defendant)

03/14/2019 Motion in Limine No. 5 to exclude evidence related to Defendant's financial condition and the impact of any potential judgment; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

03/14/2019 Other - Exhibits 10-20 to the Declaration of Allyson R. Bennett in Support of Defendant California Public Employees' Retirement System Motions in Limine; Filed by: California Public Employees' Retirement (Defendant)

03/14/2019 Notice of Lodging (Defendant's); Filed by: California Public Employees' Retirement (Defendant)

03/14/2019 Motion in Limine No. 7 to exclude cumulative testimony of CalPERS' experts Amy Pahl and Jeffrey Kinrich; Declaration of Gabriel S. Barenfield in support of thereof; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

03/14/2019 Motion in Limine Defendants' CalPERS' MIL No. # 3; Filed by: California Public Employees' Retirement (Defendant)

03/14/2019 Memorandum of Points & Authorities in support of Defendant CalPERS' Motion In Limine to exclude the testimony of Stephen Prater - MIL No. # 3; Filed by: California Public Employees' Retirement (Defendant)

03/14/2019 Motion in Limine No. 8 to exclude testimony as to what CalPERS might do if a Judgment is entered against it; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

03/14/2019 Motion in Limine No. 6 to exclude expert testimony of a 67% premium increase had CalPERS board not implemented the 85% increase; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

03/14/2019 Request for Judicial Notice; Filed by: California Public Employees' Retirement (Defendant)

03/14/2019 Other - Exhibits 1-9 to the Declaration of Allyson R. Bennett in support of Defendant California Public Employees' Retirement System Motion In Limine; Filed by: California Public Employees' Retirement (Defendant)

03/14/2019 Declaration of Allyson R. Bennett in Support of Defendant California Public Employees' Retirement System Motions in Limine; Filed by: California Public Employees' Retirement (Defendant)

03/14/2019 Declaration of Allyson R. Bennett in Support of Defendant California Public Employees' Retirement System Motions in Limine; Filed by: California Public Employees' Retirement (Defendant)

03/14/2019 Proof of Service (not Summons and Complaint) of Plaintiffs' Motions In Limine Nos. 5 thru 8 and accompanying declarations and [Proposed] Orders; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

03/14/2019 Memorandum of Points & Authorities; Filed by: California Public Employees' Retirement (Defendant)

03/13/2019 Notice of Appearance for Galia Z. Amram; Filed by: California Public Employees' Retirement (Defendant)

03/13/2019 Notice of withdrawal of Attorney of record; Filed by: California Public Employees' Retirement (Defendant)

03/13/2019 Updated -- Notice of withdrawal of Attorney of record: As To Parties: removed

03/13/2019 Order on Plaintiffs' Fourth Application for Approval of Payment of Interim Costs of Class Counsel; Signed and Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

03/11/2019 Clerks Certificate of Service By Electronic Service; Filed by: Clerk

03/11/2019 Minute Order (Status Conference (Telephonic))

03/11/2019 On the Court's own motion, Hearing on Motion in Limine Re Experts scheduled for 04/17/2019 at 10:00 AM in Spring Street Courthouse at Department 11 Not Held - Advanced and Continued - by Court was rescheduled to 05/14/2019 09:00 AM

03/11/2019 On the Court's own motion, Hearing on Motion in Limine Re Experts scheduled for 04/18/2019 at 10:30 AM in Spring Street Courthouse at Department 11 Not Held - Advanced and Continued - by Court was rescheduled to 05/15/2019 09:00 AM

03/07/2019 Plaintiffs' Fourth Application for Approval of Payment of Interim Costs of Class Counsel; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff); Type: Without a Hearing

03/06/2019 Notice of Telephonic Status Conference; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

03/04/2019 Stipulation and Order Regarding Calpers' Answer to Second Amended Complaint; Signed and Filed by: California Public Employees' Retirement (Defendant); Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

02/27/2019 Minute Order (Status Conference)

02/25/2019 Updated -- Susan Allison, Esq. (Attorney): First Name changed from Susan, to Susan; Organization Name: Jeffer Mangels Butler & Mitchell LLP; Middle Name: blank

02/25/2019 Address for Susan Allison, Esq. (Attorney) updated

02/20/2019 Trial Readiness Conference Order; Signed and Filed by: Clerk

02/20/2019 Clerks Certificate of Service By Electronic Service; Filed by: Clerk

02/20/2019 Minute Order (Further Status Conference)

02/13/2019 Joint Status Conference Report /Statement; Filed by:

02/13/2019 Ruling Re Motion for Order Approving Class Opt Out; Filed by: Clerk

02/13/2019 Clerks Certificate of Service By Electronic Service; Filed by: Clerk

02/13/2019 Minute Order (Ruling on Submitted Matter)

02/13/2019 Further Status Conference scheduled for 02/20/2019 at 10:00 AM in Spring Street Courthouse at Department 11 Not Held - Clerical Error on 02/13/2019

02/11/2019 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore; Signed and Filed by: California Public Employees' Retirement (Defendant)

02/11/2019 Minute Order (Hearing on Motion - Other to Opt Out)

01/17/2019 Notice of Association of Counsel; Filed by: California Public Employees' Retirement (Defendant)

01/15/2019 Clerks Certificate of Service By Electronic Service; Filed by: Clerk

01/15/2019 Minute Order (Non-Appearance Case Review)

01/15/2019 On the Court's own motion, Hearing on Motion - Other to Opt Out scheduled for 01/17/2019 at 10:00 AM in Spring Street Courthouse at Department 11 Not Held - Advanced and Continued - by Court was rescheduled to 02/11/2019 11:00 AM

01/10/2019 Other - Plaintiffs' Third Report Regarding Distribution of Towers Watson Settlement Proceeds; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

01/03/2019 Order on Plaintiffs' Third Application for Approval of Interim Costs of Class Counsel; Signed and Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

12/19/2018 Plaintiffs' Third Application for Approval of Payment of Interim Costs of Class Counsel; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff); Type: Without a Hearing

11/27/2018 Notice or Order Continuing the Hearing on Motion for Order Approving Class Opt Out of Irene Hopson; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

11/19/2018 Minute order entered: 2018-11-19 00:00:00

11/19/2018 Proceeding/Event: Trial Ann I. Jones 9:00 am

11/19/2018 Proceeding/Event: Trial Ann I. Jones 9:00 am

11/05/2018 Minute Order (Further Status Conference re; Trial dates)

11/05/2018 Updated -- Event scheduled for 02/20/2019 at 10:00 AM in Spring Street Courthouse at Department 11 Type changed from Jury Trial to Further Status Conference

11/02/2018 Order Appointing Court Approved Reporter as Official Reporter Pro Tempore Wil S. Wilcox; Signed and Filed by: Attorney

11/02/2018 Notice of Change of Address or Other Contact Information; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

10/26/2018 Stipulation and Order continuing hearing on Motion for Order approving Class Opt Out of Irene Hopson (sase); Signed and Filed by: Attorney; As to: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff) et al.

10/19/2018 Minute Order (Further Status Conference)

10/18/2018 Appeal - Remittitur - Appeal Dismissed B288106; Filed by: Clerk

10/16/2018 Address for Gretchen M. Nelson, Esq. (Attorney) updated

10/16/2018 Updated -- Gretchen M. Nelson, Esq. (Attorney): Organization Name: Nelson & Fraenkel LLP

10/15/2018 Reply to the Oppositions to the Motion for Order Approving Class Opt Out of Irene Hopson; Filed by: Irene Hopson (Non-Party)

10/15/2018 Address for Adam J. Thurston, Esq. (Attorney) null

10/15/2018 Updated -- Adam J. Thurston, Esq. (Attorney): Organization Name: Drinker Biddle & Reath LLP

10/11/2018 Address for Gregory L Bentley (Attorney) updated

10/11/2018 Updated -- Gregory L Bentley (Attorney): First Name: Gregory; Last Name: Bentley; Organization Name changed from Bentley & More LLP to Bentley & More, LLP; Middle Name: L

10/11/2018 Address for Stuart C Talley (Attorney) updated

10/11/2018 Updated -- Stuart C Talley (Attorney): First Name: Stuart; Last Name: Talley; Organization Name changed from Kershaw Cutter & Ratinoff to Kershaw, Cook & Talley PC; Middle Name: C

10/09/2018 Declaration Of Mark Rapazzini of Heffler Claims Group; Filed by:

10/09/2018 Memorandum of Points & Authorities In Response to Motion For Order Approving Class Opt Out Of Irene Hopson; Declaration of Gretchen M. Nelson; Filed by: Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff); Richard M. Lodyga (Plaintiff); Eileen Lodyga (Plaintiff)

10/09/2018 Other - Plaintiffs' Second Report Regarding Distribution of Towers Watson Settlement Proceeds; Filed by: Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff); Richard M. Lodyga (Plaintiff); Eileen Lodyga (Plaintiff)

10/05/2018 Joint Status Conference Statement; Filed by: Elma Sanchez (Plaintiff)

10/05/2018 Request for Judicial Notice IN SUPPORT OF OPPOSITION OF THE TOWERS WATSON FORMER DEFENDANTS TO MOTION FOR ORDER APPROVING CLASS OPT OUT OF IRENE HOPSON; Filed by: Towers Watson Co. (Defendant); Tillinghast-Towers Perrin (Defendant)

10/05/2018 Opposition OF THE TOWERS WATSON FORMER DEFENDANTS TO MOTION FOR ORDER APPROVING CLASS OPT OUT OF IRENE HOPSON; Filed by: Towers Watson Co. (Defendant); Tillinghast-Towers Perrin (Defendant)

10/05/2018 Memorandum of Points & Authorities In Opposition To Motion For Order Approving Class Opt Out of Irene Hopson; Filed by: California Public Employees' Retirement (Defendant); Rob Feckner (Defendant); George Diehr (Defendant); Michael Bilbery (Defendant); Richard Costigan (Defendant); JJ Jelincic (Defendant); Henry Jones (Defendant); Priya Mathur (Defendant); Bill Slaton (Defendant)

10/05/2018 Request for Judicial Notice In Support of CALPERS' Opposition To Motion For Order Approving Class Opt Out of Irene Hopson; Filed by: California Public Employees' Retirement (Defendant); Rob Feckner (Defendant); George Diehr (Defendant); Richard Costigan (Defendant); JJ Jelincic (Defendant); Henry Jones (Defendant); Priya Mathur (Defendant); Bill Slaton (Defendant)

10/04/2018 Notice of Change of Address or Other Contact Information; Filed by: Gregory L Bentley (Attorney)

08/14/2018 Minute order entered: 2018-08-14 00:00:00

08/14/2018 Proceeding/Event:Further Status Conference Ann I. Jones 9:00 am

08/14/2018 Proceeding/Event:Further Status Conference Ann I. Jones 9:00 am

08/10/2018 Document:Stipulation and Order Filed by: Attorney for Plaintiff/Petitioner

08/06/2018 Order on Plaintiffs' Second Application for Approval of Payment of Interim Costs of Class Counsel; Signed and Filed by:

08/06/2018 Document:Order Filed by: Attorney for Plaintiff/Petitioner

08/01/2018 Document:Report-Status Filed by: Attorney for Plaintiff/Petitioner

08/01/2018 Document:Application-Miscellaneous Filed by: Attorney for Plaintiff/Petitioner

06/12/2018 Document:Miscellaneous-Other Filed by: Attorney for Plaintiff/Petitioner

06/12/2018 Document:Notice Filed by: Attorney for Plaintiff/Petitioner

05/30/2018 Document:Stipulation and Order Filed by: Attorney for Plaintiff/Petitioner

05/04/2018 Proceeding/Event:Motion Ann I. Jones 1:30 pm

05/04/2018 Minute order entered: 2018-05-04 00:00:00

04/19/2018 Proceeding/Event:Motion Ann I. Jones 9:00 am

04/10/2018 Proceeding/Event:Non-Appearance (Case Review) Ann I. Jones 9:00 am

04/10/2018 Minute order entered: 2018-04-10 00:00:00

04/05/2018 Document:Ntc to Reprtr/Mon to Prep Transcript Filed by: Clerk

04/05/2018 Notice to Reporter to Prepare Transcript on Appeal; Filed by: Clerk

03/13/2018 Appellant's Notice Designation Record on Appeal; Filed by: Richard Lodyga (Plaintiff)

03/13/2018 Document:Designation of Record on Appeal Filed by: Attorney for Plaintiff/Petitioner

03/12/2018 Document:Stipulation and Order Filed by: Attorney for Plaintiff/Petitioner

03/12/2018 Stipulation and Order Adjusting Briefing Schedule as to Defendants' Motion for Class Decertification; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

03/06/2018 Notice of Default on Appeal; Filed by: Clerk

03/06/2018 Document:Notice Filed by: Clerk

03/01/2018 Document:Points and Authorities Filed by: Attorney for Plaintiff/Petitioner

03/01/2018 Document:Declaration Filed by: Attorney for Plaintiff/Petitioner

03/01/2018 Document:Declaration Filed by: Attorney for Plaintiff/Petitioner

03/01/2018 Document:Request for Judicial Notice Filed by: Attorney for Plaintiff/Petitioner

03/01/2018 Declaration of Gretchen M. Nelson in Support of Plaintiffs' Opposition to Calpers' Motion for Class Decertification; Filed by: Richard Lodyga (Plaintiff)

03/01/2018 Declaration of Gordon Rausser, PHD in Support of Plaintiffs' Opposition to Calpers' Motion for Class Decertification; Filed by: Richard Lodyga (Plaintiff)

03/01/2018 Memorandum of Points & Authorities in Opposition to Calpers' Motion for Class Decertification; Filed by: Attorney

02/28/2018 Special Status Start:Judicial Council Coordinated Case

02/13/2018 Document:Stipulation and Order Filed by: Attorney for Defendant/Respondent

02/13/2018 Stipulated Order Extending the Page Limitation on Briefs in Support of and Opposition to Defendant's Motion for Class Decertification; Filed by: California Public Employees' Retirement System (Defendant)

02/09/2018 Document:Ntc to Attorney re Notice of Appeal Filed by: Clerk

02/08/2018 Document:Notice of Appeal Filed by: Attorney for Appellant

02/08/2018 Plaintiffs' Notice of Appeal as Judgement in Favor of Defendants Rob Feckner, George Dier, Michael Bilbery, Richard Costigan, JJ Jelincic, Henry Jones, Priya Mathur, Bill Slaton and Election to Proceed Under Rule 8.124 of the California Rules of Court; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

02/06/2018 Stipulated Order Extending the Page Limitation on Briefs in Support of and Opposition to Defendant's Motion for Class Decertification; Filed by: As to: California Public Employees' Retirement System (Defendant)

02/06/2018 Document:Stipulation and Order Filed by: Attorney for Defendant/Respondent

02/06/2018 Document:Notice of Entry of Judgment Filed by: Attorney for Plaintiff/Petitioner

01/31/2018 Document:Order Filed by: Attorney for Plaintiff/Petitioner

01/31/2018 Document:Judgment Filed by: Attorney for Plaintiff/Petitioner

01/31/2018 Document:Second Amended Complaint Filed by: Attorney for Plaintiff/Petitioner

01/31/2018 Proceeding/Event:Motion for Summary Judgment Ann I. Jones 9:00 am

01/31/2018 Proceeding/Event:Motion for Summary Judgment Ann I. Jones 9:00 am

01/31/2018 Minute order entered: 2018-01-31 00:00:00

01/31/2018 Second Amended Complaint and Demand for Jury Trial; Filed by:

01/31/2018 Amended Order Granting Final Approval of Class Settlement Between Plaintiffs and Towers Watson Defendants; Signed and Filed by: Legacy

01/31/2018 SECOND AMENDED COMPLAINT; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff); As to: Michael Bilbery (Defendant); California Public Employees' Retirement (Defendant); Richard Costigan (Defendant) et al.

01/30/2018 Document:Notice of Ruling Filed by: Attorney for Plaintiff/Petitioner

01/26/2018 Document:Ord-Appt Apprv Rptr as Rptr protem Filed by: Court

01/26/2018 Document:Order Filed by: Court

01/26/2018 Minute order entered: 2018-01-26 00:00:00

01/26/2018 Proceeding/Event:Fairness Hearing Ann I. Jones 11:00 am

01/26/2018 Motion re: Final Approval of Class Action Settlement; Signed and Filed by: Court

01/18/2018 Plaintiff's Supplemental Memorandum of Points and Authorities in Response to Additional Objections to Partial Class Action Settlement with Towers Watson Defendants [Part 1 of 2]; Filed by: Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

01/18/2018 Plaintiffs' Supplemental Memorandum of Points and Authorities in Response to Additional Objections to Partial Class Action Settlement with Towers Watson Defendants [Part 2 of 2]; Filed by: Richard Lodyga (Plaintiff); Holly Wedding

(Plaintiff)

01/18/2018 Supplemental Declaration of Mark Rapazzini of Heffler Claims Group in Support of Final Approval of Partial Class Action Settlement with Towers Watson Defendants; Filed by: Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

01/18/2018 Supplemental Declaration of Gretchen M. Nelson in Support of Plaintiffs' Supplemental Memorandum in Response to Additional Objections to Motion for Final Approval of Partial Class Action Settlement with Towers Watson Defendants; Filed by:

01/18/2018 Document:Supplement Filed by: Attorney for Plaintiff/Petitioner

01/18/2018 Document:Supplement Filed by: Attorney for Plaintiff/Petitioner

01/18/2018 Document:Supplemental Declaration Filed by: Attorney for Plaintiff/Petitioner

01/18/2018 Document:Supplemental Declaration Filed by: Attorney for Plaintiff/Petitioner

01/10/2018 Document:Declaration Filed by: Attorney for Plaintiff/Petitioner

01/10/2018 Document:Declaration Filed by: Attorney for Plaintiff/Petitioner

01/10/2018 Document:Points and Authorities Filed by: Attorney for Plaintiff/Petitioner

01/10/2018 Document:Proof of Service Filed by: Attorney for Plaintiff/Petitioner

01/10/2018 Document:Points and Authorities Filed by: Attorney for Plaintiff/Petitioner

01/10/2018 Proceeding/Event:Non-Appearance (Case Review) Ann I. Jones 8:30 am

01/10/2018 Proceeding/Event:Non-Appearance (Case Review) Ann I. Jones 8:30 am

01/10/2018 Minute order entered: 2018-01-10 00:00:00

01/10/2018 Memorandum of Points & Authorities in Support of Final Approval of Partial Class Action Settlement with Towers Watson Defendants; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff)

01/10/2018 Declaration of Mark Rapazzini of Heffler Claims Group in Support of Final Approval of Partial Class Action Settlement with Towers Watson Defendants; Filed by: Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

01/10/2018 Memorandum of Points & Authorities in Support of Approval of Class Counsel's Cost, Creation of a Future Costs Fund and Payment of Settlement Administrator's Costs; Filed by: Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

01/09/2018 Case Cross Reference: Coordinated Case(s) CV & JCCP4936

12/20/2017 Document:Miscellaneous-Other Filed by: Attorney for Plaintiff/Petitioner

12/20/2017 Document:Miscellaneous-Other Filed by: Attorney for Plaintiff/Petitioner

12/20/2017 Plaintiff's Proposed Trial Plan; Filed by:

12/20/2017 Plaintiffs' Proposed Trial Plan; Filed by:

12/11/2017 Document:Notice of Ruling Filed by: Attorney for Defendant/Respondent

11/02/2017 Document:Notice Filed by: Attorney for Plaintiff/Petitioner

11/02/2017 Document:Notice of Ruling Filed by: Attorney for Plaintiff/Petitioner

11/02/2017 Notice of Issuance of Order to Extend Five-Year Dismissal Date Based on Stipulation by the Parties; Filed by:

10/27/2017 Calendaring:Motion 01/26/18 at 11:00 am Ann I. Jones

10/27/2017 Calendaring:Non-Appearance (Case Review) 01/10/18 at 8:30 am Ann I. Jones

10/25/2017 Motion for Preliminary Approval of Settlement; Signed and Filed by: Court

10/25/2017 Order Granting Motion of the Towers Watson Defendants for an Order Determining Good Faith Settlement; Signed and Filed by:

10/25/2017 Amended Order Granting Preliminary Approval of Class Settlement Between Plaintiffs and Towers Watson Defendants; Signed and Filed by:

10/25/2017 Document:Ord-Appt Apprv Rptr as Rptr protem Filed by: Court

10/25/2017 Document:Order Filed by: Court

10/25/2017 Document:Order Filed by: Court

10/25/2017 Document:Order Filed by: Attorney for Defendant/Respondent

10/25/2017 Document:Order Filed by: Attorney for Plaintiff/Petitioner

10/25/2017 Proceeding/Event:Preliminary Approval of Settlement Ann I. Jones 10:00 am

10/25/2017 Minute order entered: 2017-10-25 00:00:00

10/13/2017 Minute order entered: 2017-10-13 00:00:00

10/13/2017 Proceeding/Event:Non-Appearance (Case Review) Ann I. Jones 8:30 am

10/13/2017 Proceeding/Event:Non-Appearance (Case Review) Ann I. Jones 8:30 am

10/13/2017 Document:Stipulation and Order Filed by: Attorney for Plaintiff/Petitioner

10/13/2017 Document:Stipulation Filed by: Attorney for Plaintiff/Petitioner

10/13/2017 Stipulation - No Order and [Proposed] Oder to Extend Five-Year Dismissal Date; Filed by:

10/13/2017 Order to Extend Five-Year Dismissal Date Based on Stipulation by the Parties; Filed by: Attorney

10/12/2017 Proceeding/Event:Non-Appearance (Case Review) Ann I. Jones 9:00 am

10/12/2017 Calendaring:Preliminary Approval of Settlement 10/25/17 at 10:00 am Ann I. Jones

10/12/2017 Minute order entered: 2017-10-12 00:00:00

10/04/2017 Document:Notice of Ruling Filed by: Attorney for Plaintiff/Petitioner

10/03/2017 Document:Supplement Filed by: Attorney for Plaintiff/Petitioner

10/03/2017 Plaintiffs' Supplemental Memorandum in Support of Amended Renewed Motion for Preliminary Approval of Class Settlement; Filed by: Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

10/02/2017 Proceeding/Event:Jury Trial Ann I. Jones 9:00 am

09/27/2017 Document:Notice Filed by: Attorney for Defendant/Respondent

09/27/2017 Document:Notice Filed by: Attorney for Defendant/Respondent

09/27/2017 Notice of Order Assigning Coordination Motion Judge and Setting Date for Hearing; Filed by: Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant); JJ Jelincic (Defendant); Henry Jones (Defendant); Priya Mathur (Defendant); Bill Slaton (Defendant); Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

09/22/2017 Proceeding/Event:Preliminary Approval of Settlement Ann I. Jones 9:00 am

09/22/2017 Calendaring:Non-Appearance (Case Review) 10/13/17 at 8:30 am Ann I. Jones

09/22/2017 Calendaring:Motion 05/10/18 at 10:00 am Ann I. Jones

09/22/2017 Minute order entered: 2017-09-22 00:00:00

09/22/2017 Document:Ord-Appt Apprv Rptr as Rptr protem Filed by: Attorney for Plaintiff/Petitioner

09/18/2017 Proceeding/Event:Final Status Conference Ann I. Jones 9:00 am

09/15/2017 Document:Statement-Case Management Filed by: Attorney for Plaintiff/Petitioner

08/23/2017 Notice of Filing of Executed Copy of First Amendment to Joint Stipulation for Class Action Settlement as to Towers Watson Defendants, Signed by Holly Wedding; Filed by: Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

08/23/2017 Document:Notice of Filing Filed by: Attorney for Plaintiff/Petitioner

08/18/2017 Document:Declaration Filed by: Attorney for Plaintiff/Petitioner

08/18/2017 Document:Motion Filed by: Attorney for Plaintiff/Petitioner

08/18/2017 Document:Points and Authorities Filed by: Attorney for Plaintiff/Petitioner

08/18/2017 Document:Proof of Service Filed by: Attorney for Plaintiff/Petitioner

08/18/2017 Proceeding/Event:Non-Appearance (Case Review) Ann I. Jones 8:30 am

08/18/2017 Minute order entered: 2017-08-18 00:00:00

08/18/2017 Memorandum of Points & Authorities in Support of Amended Renewed Motion for Preliminary Approval of Class Settlement; Filed by: Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

08/17/2017 Document:Judgment Filed by: Attorney for Defendant/Respondent

08/15/2017 Document:Notice Filed by: Attorney for Defendant/Respondent

08/15/2017 Notice of Defendants' Submission of Joint Petition for Coordination of Actions; Filed by: Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant); George Dier (Defendant); Rob Feckner (Defendant); JJ Jelincic (Defendant); Henry Jones (Defendant); Priya Mathur (Defendant); Bill Slaton (Defendant)

08/04/2017 Minute order entered: 2017-08-04 00:00:00

08/04/2017 Proceeding/Event:MOTION-SUMMARY JUDGMENT Ann I. Jones 9:00 am

07/21/2017 Document:Notice of Ruling Filed by: Attorney for Plaintiff/Petitioner

07/18/2017 Document:Ord-Appt Apprv Rptr as Rptr protem Filed by: Court

07/18/2017 Minute order entered: 2017-07-18 00:00:00

07/18/2017 Proceeding/Event:Motion for Good Faith Settlement Ann I. Jones 1:45 pm

07/18/2017 Calendaring:Preliminary Approval of Settlement 09/22/17 at 9:00 am Ann I. Jones

07/18/2017 Calendaring:Non-Appearance (Case Review) 08/18/17 at 8:30 am Ann I. Jones

07/12/2017 Document:Statement-Case Management Filed by: Attorney for Plaintiff/Petitioner

07/07/2017 Notice of Non-Oppositional to Motion of The Towers Watson Defendants for an Order Determining Good Faith Settlement; Filed by: Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

07/07/2017 Document:Notice Filed by: Attorney for Defendant/Respondent

07/03/2017 Document:Miscellaneous-Other Filed by: Court

07/03/2017 Letter - Returning Ex Parte Communication Correspondence; Filed by: Court

06/29/2017 Proceeding/Event:Non-Appearance (Case Review) Ann I. Jones 9:00 am

06/29/2017 Minute order entered: 2017-06-29 00:00:00

06/28/2017 Document:Notice of Ruling Filed by: Attorney for Plaintiff/Petitioner

06/26/2017 Proceeding/Event:MOTION-SUMMARY JUDGMENT Ann I. Jones 10:00 am

06/26/2017 Minute order entered: 2017-06-26 00:00:00

06/19/2017 Minute order entered: 2017-06-19 00:00:00

06/19/2017 Proceeding/Event:Motion for Good Faith Settlement Ann I. Jones 10:00 am

06/15/2017 Document:Order Filed by: Court

06/15/2017 Proceeding/Event:Ruling on Submitted Matter Ann I. Jones 9:00 am

06/15/2017 Minute order entered: 2017-06-15 00:00:00

05/18/2017 Reply Declaration of Kathleen Donneson in Support of Calpers Defendants' Reply in Support of its Motion for Summary Judgment or, in the Alternative, Summary Adjudication; Filed by: California Public Employees' Retirement System (Defendant)

05/18/2017 Objection to Declaration of Quentin Gregor in Support of its Motion for Summary Judgment or, in the Alternative, Summary Adjudication; Filed by: California Public Employees' Retirement System (Defendant)

05/18/2017 Objection to Declaration of Cabe W. Chadick in Support of its Motion for Summary Judgment or, in the Alternative, Summary Adjudication; Filed by: California Public Employees' Retirement System (Defendant)

05/18/2017 Reply Declaration of Adam J. Thurston in Support of Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication; Filed by: California Public Employees' Retirement System (Defendant)

05/18/2017 Reply to Plaintiffs' Response to Separate Statement of Undisputed Material Facts in Support of Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication; Filed by: California Public Employees' Retirement System (Defendant)

05/18/2017 Objection to Declaration of William D. Hager in Support of its Motion for Summary Judgment or, in the Alternative, Summary Adjudication; Filed by: Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant); George Dier (Defendant); Rob Feckner (Defendant); JJ Jelincic (Defendant); Henry Jones (Defendant); Priya Mathur (Defendant); Bill Slaton (Defendant)

05/18/2017 Declaration of Gretchen M. Nelson in Support of Plaintiffs' Motion for Preliminary Approval of Class Settlement Between Plaintiffs and the Towers Watson Defendants; Filed by: Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/18/2017 Notice of Motion and Motion for Preliminary Approval of Class Settlement Between Plaintiffs and the Towers Watson Defendants; Filed by: Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/18/2017 Memorandum of Points & Authorities in Support of Motion for Preliminary Approval of Class Settlement; Filed by: Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/18/2017 Reply Brief in Support of Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication; Filed by: California Public Employees' Retirement System (Defendant)

05/09/2017 Proceeding/Event:Further Status Conference Ann I. Jones 1:45 pm

05/09/2017 Minute order entered: 2017-05-09 00:00:00

05/09/2017 Calendaring:Motion for Good Faith Settlement 07/18/17 at 1:45 pm Ann I. Jones

05/02/2017 Document:Statement-Case Management Filed by: Attorney for Plaintiff/Petitioner

05/01/2017 Document:Notice of Lodging Filed by: Attorney for Plaintiff/Petitioner

05/01/2017 Document:Objection Document Filed by: Attorney for Plaintiff/Petitioner

05/01/2017 Document:Declaration Filed by: Attorney for Plaintiff/Petitioner

05/01/2017 Document:Declaration Filed by: Attorney for Plaintiff/Petitioner

05/01/2017 Document:Declaration Filed by: Attorney for Plaintiff/Petitioner

05/01/2017 Document:Objection Document Filed by: Attorney for Plaintiff/Petitioner

05/01/2017 Document:Exhibit Filed by: Attorney for Plaintiff/Petitioner

05/01/2017 Document:Exhibit Filed by: Attorney for Plaintiff/Petitioner

05/01/2017 Document:Exhibit Filed by: Attorney for Plaintiff/Petitioner

05/01/2017 Document:Exhibit Filed by: Attorney for Plaintiff/Petitioner

05/01/2017 Document:Exhibit Filed by: Attorney for Plaintiff/Petitioner

05/01/2017 Document:Exhibit Filed by: Attorney for Plaintiff/Petitioner

05/01/2017 Document:Response Filed by: Attorney for Plaintiff/Petitioner

05/01/2017 Document:Declaration Filed by: Attorney for Plaintiff/Petitioner

05/01/2017 Document:Supplement Filed by: Attorney for Plaintiff/Petitioner

05/01/2017 Document:Proof of Service Filed by: Attorney for Plaintiff/Petitioner

05/01/2017 Document:Points and Authorities Filed by: Attorney for Plaintiff/Petitioner

05/01/2017 Document:Miscellaneous-Other Filed by: Attorney for Plaintiff/Petitioner

05/01/2017 Document:Exhibit Filed by: Attorney for Plaintiff/Petitioner

05/01/2017 Document:Exhibit Filed by: Attorney for Plaintiff/Petitioner

05/01/2017 Document:Request for Judicial Notice Filed by: Attorney for Plaintiff/Petitioner

05/01/2017 Document:Exhibit Filed by: Attorney for Defendant/Respondent

05/01/2017 Declaration of William D. Hager in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication; Filed by: Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 Declaration of Quintin Gregor in Support of Opposition to Calpers Defendants' Motion for Summary Judgment or, in the alternative, Summary Adjudication; Filed by: Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 Notice of Lodging of Material Conditionally Under Seal in Opposition to the Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication; Filed by: Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 Declaration of Cabe W. Chadick in Support of Plaintiffs' Opposition to Calpers Defendants' Motion for Summary Judgment or Summary Adjudication; Filed by: Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 Objection to Evidence in Support of the Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication; Filed by: Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 Response to the Separate Statement of Alleged Undisputed Material Facts in Support of Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication; Filed by: Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 Declaration of Gretchen M. Nelson in Support of Plaintiffs' Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication; Filed by: Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 of Material Conditionally Under Seal in Opposition to the Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication; Filed by: Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 Updated -- Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication - Volume 3 of 9: Document changed from Legacy Document to Exhibit List; Exact Name changed from LEGACY DOCUMENT TYPE: Exhibit to Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication - Volume 3 of 9; As To Parties: removed; Status: Filed

05/01/2017 Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication - Volume 3 of 9; Filed by: Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 Updated -- Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication. (Volume 9 of 9): Document changed from Legacy Document to Exhibit List; Exact Name changed from LEGACY DOCUMENT TYPE: Exhibit to Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication. (Volume 9 of 9); As To Parties: removed; Status: Filed

05/01/2017 Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication. (Volume 9 of 9); Filed by: Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication; Filed by: Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 Updated -- Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication: Document changed from Legacy Document to Exhibit List; Exact Name

changed from LEGACY DOCUMENT TYPE: Exhibit to Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication; As To Parties: removed; Status: Filed

05/01/2017 Updated -- Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication (Volume 7 of 9): Document changed from Legacy Document to Exhibit List; Exact Name changed from LEGACY DOCUMENT TYPE: Exhibit to Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication (Volume 7 of 9); As To Parties: removed; Status: Filed

05/01/2017 Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication (Volume 7 of 9); Filed by: Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication (Volume 6 of 9); Filed by: Attorney

05/01/2017 Updated -- Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication (Volume 6 of 9): Document changed from Legacy Document to Exhibit List; Exact Name changed from LEGACY DOCUMENT TYPE: Exhibit to Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication (Volume 6 of 9); As To Parties: removed; Status: Filed

05/01/2017 Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication (Volume 5 of 9); Filed by: Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 Updated -- Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication (Volume 5 of 9): Document changed from Legacy Document to Exhibit List; Exact Name changed from LEGACY DOCUMENT TYPE: Exhibit to Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication (Volume 5 of 9); As To Parties: removed; Status: Filed

05/01/2017 Updated -- Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication (Volume 4 of 9): Document changed from Legacy Document to Exhibit List; Exact Name changed from LEGACY DOCUMENT TYPE: Exhibit to Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication (Volume 4 of 9); As To Parties: removed; Status: Filed

05/01/2017 Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication (Volume 4 of 9); Filed by: Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 Updated -- Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication (Volume 1 of 9): Document changed from Legacy Document to Exhibit List; Exact Name changed from LEGACY DOCUMENT TYPE: Exhibit to Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication (Volume 1 of 9); As To Parties: removed; Status: Filed

05/01/2017 Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication (Volume 1 of 9); Filed by: Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgement or, in the Alternative, Summary Adjudication (Volume 2 of 9); Filed by: Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 Updated -- Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgement or, in the Alternative, Summary Adjudication (Volume 2 of 9): Document changed from Legacy Document to Exhibit List; Exact Name changed from LEGACY DOCUMENT TYPE: Exhibit to Plaintiffs' Appendix of Exhibits in Opposition to Calpers Defendants' Motion for Summary Judgement or, in the Alternative, Summary Adjudication (Volume 2 of 9); As To Parties: removed; Status: Filed

05/01/2017 Plaintiffs' Separate Statement of Additional Material Facts in Opposition to Calpers Defendants' Motion for Summary Judgement or, in the Alternative, Summary Adjudication (Redacted for Public Filing); Filed by: Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

05/01/2017 Memorandum of Points & Authorities in Opposition to Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication (Public Redacted Version); Filed by: Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

03/15/2017 Document:Request for Judicial Notice Filed by: Attorney for Defendant/Respondent

03/15/2017 Document:Proof of Service Filed by: Attorney for Defendant/Respondent

03/15/2017 Document:Request for Judicial Notice Filed by: Attorney for Defendant/Respondent

03/13/2017 of Hearing on Towers Watson's Motion for Summary Judgment; Filed by: Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

03/13/2017 Document:Notice of Hearing Filed by: Attorney for Plaintiff/Petitioner

03/10/2017 Document:Exhibit Filed by: Attorney for Defendant/Respondent

03/10/2017 Document:Motion for Summary Judgment Filed by: Attorney for Defendant/Respondent

03/10/2017 Document:Declaration Filed by: Attorney for Defendant/Respondent

03/10/2017 Document:Declaration Filed by: Attorney for Defendant/Respondent

03/10/2017 Document:Miscellaneous-Other Filed by: Attorney for Defendant/Respondent

03/10/2017 Document:Points and Authorities Filed by: Attorney for Defendant/Respondent

03/10/2017 Document:Exhibit Filed by: Attorney for Defendant/Respondent

03/10/2017 Declaration of Kathleen Donneson in Support of the Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication; Filed by: Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant); George Dier (Defendant); Rob Feckner (Defendant); JJ Jelincic (Defendant); Henry Jones (Defendant); Priya Mathur (Defendant); Bill Slaton (Defendant)

03/10/2017 Declaration of Adam J. Thurston in Support of Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication; Filed by: Attorney

03/10/2017 Separate Statement of Undisputed Material Facts in Support of Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); California Public Employees' Retirement System (Defendant); George Dier (Defendant); Rob Feckner (Defendant)

03/10/2017 Memorandum of Points & Authorities in Support of Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); California Public Employees' Retirement System (Defendant); George Dier (Defendant); Rob Feckner (Defendant)

03/10/2017 Exhibit Book in Support of the Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication [Volume 1 of 2 - Exhibits 1 Through 30]; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); California Public Employees' Retirement System (Defendant); George Dier (Defendant); Rob Feckner (Defendant)

03/10/2017 Updated -- Exhibit Book in Support of the Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication [Volume 1 of 2 - Exhibits 1 Through 30]: Document changed from Legacy Document to Exhibit List; Exact Name changed from LEGACY DOCUMENT TYPE: Exhibit to Exhibit Book in Support of the Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication [Volume 1 of 2 - Exhibits 1 Through 30]; As To Parties: removed; Status: Filed

03/10/2017 Updated -- Exhibit Book in Support of the Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication [Volume 2 of 2 - Exhibits 31 through 51]: Document changed from Legacy Document to Exhibit List; Exact Name changed from LEGACY DOCUMENT TYPE: Exhibit to Exhibit Book in Support of the Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication [Volume 2 of 2 - Exhibits 31 through 51]; As To Parties: removed; Status: Filed

03/10/2017 Exhibit Book in Support of the Calpers Defendants' Motion for Summary Judgment or, in the Alternative, Summary Adjudication [Volume 2 of 2 - Exhibits 31 through 51]; Filed by: Michael Bilbery (Defendant); California Public Employees' Retirement System (Defendant); Richard Costigan (Defendant); George Dier (Defendant); Rob Feckner (Defendant); JJ Jelincic (Defendant); Henry Jones (Defendant); Priya Mathur (Defendant); Bill Slaton (Defendant)

03/08/2017 Calendaring:MOTION-SUMMARY JUDGMENT 10/04/17 at 9:00 am Ann I. Jones

03/08/2017 Minute order entered: 2017-03-08 00:00:00

03/08/2017 Proceeding/Event:Motion for Summary Judgment Ann I. Jones 1:45 pm

02/04/2017 Calendaring:Further Status Conference 05/09/17 at 1:45 pm Ann I. Jones

02/03/2017 Minute order entered: 2017-02-03 00:00:00

02/03/2017 Proceeding/Event:Further Status Conference Ann I. Jones 11:00 am

01/27/2017 Document:Statement-Case Management Filed by: Attorney for Plaintiff/Petitioner

01/26/2017 Calendaring:Motion for Summary Judgment 03/08/17 at 1:45 pm Ann I. Jones

01/25/2017 Document:Stipulation and Order Filed by: Attorney for Defendant/Respondent

01/25/2017 Stipulation and Order Continuing Hearing Date on Towers Watson Defendants' Motion for Summary Judgment; Filed by: Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

01/20/2017 Evidentiary Objections to Declaration of Michael J. Bidart Filed in Opposition to Towers Watson Defendants' Motion for Summary Judgment; Filed by: Towers Perrin (Defendant); Towers Watson Co. (Defendant)

01/20/2017 Reply Memorandum of Points and Authorities in Support of Motion of Towers Watson Defendants for Summary Judgment; Filed by: Towers Perrin (Defendant); Towers Watson Co. (Defendant)

01/20/2017 Evidentiary Objections to Declaration of Cabe W. Chadick Filed in Opposition to Towers Watson Defendants' Motion for Summary Judgment; Filed by: Towers Perrin (Defendant); Towers Watson Co. (Defendant)

01/20/2017 Towers Watson Defendants' Response to Plaintiffs' Separate Statement of Additional "Material Facts"; Filed by: Towers Perrin (Defendant); Towers Watson Co. (Defendant)

01/20/2017 Document:Objection Document Filed by: Attorney for Defendant/Respondent

01/20/2017 Document:Proof of Service Filed by: Attorney for Defendant/Respondent

01/20/2017 Document:Reply/Response Filed by: Attorney for Defendant/Respondent

01/20/2017 Document:Objection Document Filed by: Attorney for Defendant/Respondent

01/20/2017 Document:Response Filed by: Attorney for Defendant/Respondent

01/09/2017 Document:Miscellaneous-Other Filed by: Attorney for Plaintiff/Petitioner

01/09/2017 Document:Miscellaneous-Other Filed by: Attorney for Plaintiff/Petitioner

01/09/2017 Document:Miscellaneous-Other Filed by: Attorney for Plaintiff/Petitioner

01/09/2017 Document:Declaration Filed by: Attorney for Plaintiff/Petitioner

01/09/2017 Document:Notice of Lodging Filed by: Attorney for Plaintiff/Petitioner

01/09/2017 Document:Response Filed by: Attorney for Plaintiff/Petitioner

01/09/2017 Document:Declaration Filed by: Attorney for Plaintiff/Petitioner

01/09/2017 Document:Points and Authorities Filed by: Attorney for Plaintiff/Petitioner

01/09/2017 Document:Miscellaneous-Other Filed by: Attorney for Plaintiff/Petitioner

01/09/2017 Plaintiffs' Appendix of Evidence in Support of Opposition to Towers Watson's Motion for Summary Judgment [Public Redacted Version] Part 3 of 3; Filed by: Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

01/09/2017 Plaintiffs' Appendix of Evidence in Support of Opposition to Towers Watson's Motion for Summary Judgment [Public Redacted Version] Part 2 of 3; Filed by: Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

01/09/2017 Plaintiffs' Appendix of Evidence in Support of Opposition to Towers Watson's Motion for Summary Judgment [Public Redacted Version] Part 1 of 3; Filed by: Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

01/09/2017 Declaration of Cabe W. Chadick in Support of Plaintiffs' Opposition to Towers Watson Defendants' Motion for Summary Judgment; Filed by: Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

01/09/2017 Plaintiff's Notice of Lodging Conditionally Under Seal Confidential Material in Support of Plaintiffs' Opposition to Towers Watson Defendants' Motion for Summary Judgment [Cal. R. Ct. 255.1]; Filed by: Attorney

01/09/2017 Plaintiffs' Response to Separate Statement of Undisputed Material Facts in Support of Towers Watson Defendants' Motion for Summary Judgment; Filed by: Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

01/09/2017 Declaration of Michael J. Bidart in Support of Plaintiffs' Opposition to Towers Watson's Motion for Summary Judgment; Filed by: Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

01/09/2017 Plaintiffs' Memorandum of Points and Authorities in Opposition to the Towers Watson Defendants' Motion for Summary Judgment; Filed by: Richard Lodyga (Plaintiff); Holly Wedding (Plaintiff)

11/28/2016 Document:Notice of Ruling Filed by: Attorney for Plaintiff/Petitioner

11/21/2016 Proceeding/Event:Further Status Conference Ann I. Jones 1:45 pm

11/21/2016 Minute order entered: 2016-11-21 00:00:00

11/21/2016 Document:Ord-Appt Apprv Rptr as Rptr protem Filed by: Attorney for Plaintiff/Petitioner

11/17/2016 Document:Ord-Appt Apprv Rptr as Rptr protem Filed by: Clerk

11/17/2016 Minute order entered: 2016-11-17 00:00:00

11/17/2016 Proceeding/Event:Telephonic Conference Ann I. Jones 8:30 am

11/16/2016 Document:Motion for Summary Judgment Filed by: Attorney for Defendant/Respondent

11/16/2016 Document:Declaration Filed by: Attorney for Defendant/Respondent

11/16/2016 Document:Declaration Filed by: Attorney for Defendant/Respondent

11/16/2016 Document:Request for Judicial Notice Filed by: Attorney for Defendant/Respondent

11/16/2016 Document:Miscellaneous-Other Filed by: Attorney for Defendant/Respondent

11/16/2016 Document:Miscellaneous-Other Filed by: Attorney for Defendant/Respondent

11/16/2016 Document:Miscellaneous-Other Filed by: Attorney for Defendant/Respondent

11/16/2016 Document:Miscellaneous-Other Filed by: Attorney for Defendant/Respondent

11/16/2016 Document:Notice Filed by: Attorney for Defendant/Respondent

11/16/2016 of the Towers Watson Defendants for Summary Judgment; Filed by: Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

11/16/2016 Declaration of Amanda A. Scandlen in Support of Towers Watson Defendant' Motion for Summary Judgment; Filed by: Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

11/16/2016 Declaration of Susan Allison in Support of Towers Watson Defendants' Motion for Summary Judgment; Filed by: Attorney

11/16/2016 Separate Statement of Undisputed Material Facts in Support of Towers Watson Defendants' Motion for Summary Judgment; Filed by: Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

11/16/2016 Appendix of Evidence in Support of Towers Watson Defendants' Motion for Summary Judgment [Volume 2 of 3, Exhs. 16 through 60]; Filed by: Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

11/16/2016 Appendix of Evidence in Support of Towers Watson Defendants' Motion for Summary Judgment [Volume 3 of 3, Exhs. 61 through 78]; Filed by: Attorney

11/16/2016 Appendix of Evidence in Support of Towers Watson Defendants' Motion for Summary Judgment [Volume 1 of 3, Exhs. 1 through 15]; Filed by: Tillinghast-Towers Perrin (Defendant); Towers Perrin (Defendant); Towers Watson Co. (Defendant)

11/14/2016 Document:Statement-Case Management Filed by: Attorney for Plaintiff/Petitioner

11/02/2016 Calendaring:Telephonic Conference 11/17/16 at 8:30 am Ann I. Jones

10/28/2016 Minute order entered: 2016-10-28 00:00:00

10/28/2016 Proceeding/Event:Further Status Conference Ann I. Jones 11:00 am

10/28/2016 Document:Report-Status Filed by: Attorney for Plaintiff/Petitioner

10/17/2016 Document:Stipulation and Order Filed by: Attorney for Plaintiff/Petitioner

10/17/2016 Document:Stipulation and Order Filed by: Attorney for Plaintiff/Petitioner

10/17/2016 Calendaring:Motion Hearing 06/02/17 at 1:45 pm Ann I. Jones

10/17/2016 Stipulation and Order Re Briefing and Hearing Date for Cross-Motions for Summary Adjudication/Judgment as to Calpers Defendants; Filed by: Richard Lodyga (Plaintiff)

10/17/2016 Stipulation and Order Re: Further Status Conference on October 28, 2016; Filed by: Richard Lodyga (Plaintiff)

10/14/2016 Civil Deposit; Filed by: Holly Wedding (Plaintiff)

10/14/2016 Document:Miscellaneous-Other Filed by: Attorney for Plaintiff/Petitioner

09/28/2016 Document:Miscellaneous-Other Filed by: Attorney for Plaintiff/Petitioner

09/28/2016 Civil Deposit; Filed by: Attorney

09/20/2016 Document:Notice of Change of Address Filed by: Attorney for Plaintiff/Petitioner

09/19/2016 Calendaring:Further Status Conference 11/21/16 at 9:00 am Ann I. Jones

09/19/2016 Minute order entered: 2016-09-19 00:00:00

09/19/2016 Proceeding/Event:Further Status Conference Ann I. Jones 1:45 pm

09/14/2016 Calendaring:Further Status Conference 09/19/16 at 1:45 pm Ann I. Jones

07/26/2016 Calendaring:Further Status Conference 02/03/17 at 11:00 am Ann I. Jones

07/22/2016 Document:Stipulation and Order Filed by: Attorney for Defendant/Respondent

07/06/2016 Document:Notice of Ruling Filed by: Attorney for Plaintiff/Petitioner

07/06/2016 Document:Miscellaneous-Other Filed by: Attorney for Defendant/Respondent

06/29/2016 Document:Miscellaneous-Other Filed by: Referee

06/29/2016 Proceeding/Event:Motion for Protective Order Ann I. Jones 10:00 am

06/29/2016 Minute order entered: 2016-06-29 00:00:00

06/27/2016 Document:Statement-Case Management Filed by: Attorney for Plaintiff/Petitioner

06/24/2016 Document:Notice Filed by: Attorney for Plaintiff/Petitioner

06/22/2016 Document:Reply/Response Filed by: Attorney for Defendant/Respondent

06/21/2016 Document:Order Filed by: Attorney for Plaintiff/Petitioner

06/16/2016 Document:Points and Authorities Filed by: Attorney for Plaintiff/Petitioner

06/16/2016 Document:Declaration Filed by: Attorney for Plaintiff/Petitioner

06/15/2016 Proceeding/Event:Motion Hearing Ann I. Jones 10:00 am

06/15/2016 Proceeding/Event:Ruling on Submitted Matter Ann I. Jones 10:00 am

06/15/2016 Minute order entered: 2016-06-15 00:00:00

06/15/2016 Minute order entered: 2016-06-15 00:00:00

06/06/2016 Document:Notice of Ruling Filed by: Attorney for Plaintiff/Petitioner

06/01/2016 Calendaring:Motion for Protective Order 06/29/16 at 10:00 am Ann I. Jones

05/31/2016 Document:Order Filed by: Attorney for Plaintiff/Petitioner

05/31/2016 Document:Points and Authorities Filed by: Attorney for Defendant/Respondent

05/31/2016 Document:Declaration Filed by: Attorney for Defendant/Respondent

05/31/2016 Document:Notice of Lodging Filed by: Attorney for Defendant/Respondent

05/31/2016 Document:Notice of Lodging Filed by: Attorney for Defendant/Respondent

05/31/2016 Document:Notice of Lodging Filed by: Attorney for Defendant/Respondent

05/31/2016 Document:Notice of Lodging Filed by: Attorney for Defendant/Respondent

05/31/2016 Document:Notice of Lodging Filed by: Attorney for Defendant/Respondent

05/31/2016 Document:Notice of Lodging Filed by: Attorney for Defendant/Respondent

05/31/2016 Document:Proof of Service Filed by: Attorney for Defendant/Respondent

05/31/2016 Document:Motion Filed by: Attorney for Defendant/Respondent

05/31/2016 Proceeding/Event:Further Status Conference Ann I. Jones 10:00 am

05/31/2016 Minute order entered: 2016-05-31 00:00:00

05/24/2016 Document:Statement-Case Management Filed by: Attorney for Plaintiff/Petitioner

05/02/2016 Proceeding/Event:Court Order Ann I. Jones 9:00 am

04/29/2016 Document:Notice Filed by: Attorney for Plaintiff/Petitioner

04/20/2016 Document:Notice of Reassignment and Order Filed by: Clerk

04/20/2016 Document:Notice of Reassignment and Order Filed by: Clerk

04/20/2016 Document:Report-Status Filed by: Referee

03/30/2016 Document:Notice of Ruling Filed by: Attorney for Plaintiff/Petitioner

03/28/2016 Calendaring:Further Status Conference 05/31/16 at 10:00 am Ann I. Jones

03/28/2016 Minute order entered: 2016-03-28 00:00:00

03/28/2016 Proceeding/Event:Further Status Conference Jane Johnson 1:45 pm

03/28/2016 Document:Order Filed by: Clerk

03/28/2016 Document:Ord-Appt Apprv Rptr as Rptr protem Filed by: Attorney for Plaintiff/Petitioner

03/28/2016 Document:Miscellaneous-Other Filed by: Interested Party

03/23/2016 Calendaring:Further Status Conference 03/28/16 at 1:45 pm Jane Johnson

03/21/2016 Document:Statement-Case Management Filed by: Attorney for Plaintiff/Petitioner

03/17/2016 Document:Miscellaneous-Other Filed by: Interested Party

03/17/2016 Document:Miscellaneous-Other Filed by: Interested Party

03/17/2016 Document:Miscellaneous-Other Filed by: Interested Party

03/11/2016 Document:Substitution of Attorney Filed by: Attorney for Plaintiff/Petitioner

02/11/2016 Document:Notice of Ruling Filed by: Attorney for Plaintiff/Petitioner

01/28/2016 Document:Order Filed by: Clerk

01/28/2016 Minute order entered: 2016-01-28 00:00:00

01/28/2016 Calendaring:Ruling on Submitted Matter 01/28/16 at 1:45 pm Jane Johnson

01/28/2016 Proceeding/Event:Ruling on Submitted Matter Jane Johnson 1:45 pm

01/27/2016 Document:Order Filed by: Attorney for Defendant/Respondent

01/27/2016 Document:Order Filed by: Attorney for Defendant/Respondent

01/27/2016 Document:Order Filed by: Attorney for Defendant/Respondent

01/27/2016 Document:Order Filed by: Attorney for Defendant/Respondent

01/27/2016 Document:Order Filed by: Attorney for Defendant/Respondent

01/27/2016 Document:Order Filed by: Attorney for Defendant/Respondent

01/27/2016 Document:Order Filed by: Attorney for Defendant/Respondent

01/21/2016 Document:Notice Filed by: Attorney for Plaintiff/Petitioner

01/20/2016 Document:Miscellaneous-Other Filed by: Attorney for Plaintiff/Petitioner

01/15/2016 Document:Reply/Response Filed by: Attorney for Plaintiff/Petitioner

01/11/2016 Document:Brief Filed by: Attorney for Defendant/Respondent

01/11/2016 Document:Brief Filed by: Attorney for Plaintiff/Petitioner

01/07/2016 Document:Notice of Ruling Filed by: Attorney for Plaintiff/Petitioner

01/04/2016 Proceeding/Event:Motion to Compel Jane Johnson 1:45 pm

01/04/2016 Minute order entered: 2016-01-04 00:00:00

12/21/2015 Document:Reply/Response Filed by: Attorney for Defendant/Respondent

12/21/2015 Document:Reply/Response Filed by: Attorney for Defendant/Respondent

12/04/2015 Document:Notice of Lodging Filed by: Attorney for Plaintiff/Petitioner

11/30/2015 Document:Notice of Ruling Filed by: Attorney for Plaintiff/Petitioner

11/23/2015 Document:Notice Filed by: Attorney for Defendant/Respondent

11/23/2015 Minute order entered: 2015-11-23 00:00:00

11/23/2015 Proceeding/Event:Motion for Class Certification Jane Johnson 1:45 pm

11/20/2015 Document:Opposition Document Filed by: Attorney for Defendant/Respondent

11/20/2015 Document:Supplemental Declaration Filed by: Attorney for Defendant/Respondent

11/20/2015 Document:Supplemental Declaration Filed by: Attorney for Defendant/Respondent

11/19/2015 Document:Notice Filed by: Attorney for Plaintiff/Petitioner

11/19/2015 Document:Reply/Response Filed by: Attorney for Plaintiff/Petitioner

11/17/2015 Document:Reply/Response Filed by: Attorney for Plaintiff/Petitioner

11/17/2015 Document:Declaration Filed by: Attorney for Plaintiff/Petitioner

11/17/2015 Document:Reply/Response Filed by: Attorney for Plaintiff/Petitioner

11/06/2015 Document:Notice Filed by: Attorney for Defendant/Respondent

11/05/2015 Document:Opposition Document Filed by: Attorney for Defendant/Respondent

11/05/2015 Document:Declaration Filed by: Attorney for Defendant/Respondent

10/30/2015 Document:Declaration Filed by: Attorney for Defendant/Respondent

10/30/2015 Document:Declaration Filed by: Attorney for Defendant/Respondent

10/30/2015 Document:Declaration Filed by: Attorney for Defendant/Respondent

10/30/2015 Document:Opposition Document Filed by: Attorney for Defendant/Respondent
10/30/2015 Document:Proof of Service Filed by: Attorney for Defendant/Respondent
10/30/2015 Document:Objection Document Filed by: Attorney for Defendant/Respondent
10/30/2015 Document:Objection Document Filed by: Attorney for Defendant/Respondent
10/30/2015 Document:Objection Document Filed by: Attorney for Defendant/Respondent
10/30/2015 Document:Objection Document Filed by: Attorney for Defendant/Respondent
10/30/2015 Document:Objection Document Filed by: Attorney for Defendant/Respondent
10/30/2015 Document:Objection Document Filed by: Attorney for Defendant/Respondent
10/30/2015 Document:Objection Document Filed by: Attorney for Defendant/Respondent
10/22/2015 Document:Notice of Motion Filed by: Attorney for Plaintiff/Petitioner
10/22/2015 Document:Declaration Filed by: Attorney for Plaintiff/Petitioner
10/22/2015 Document:Notice of Ruling Filed by: Attorney for Plaintiff/Petitioner
10/19/2015 Document:Declaration Filed by: Attorney for Defendant/Respondent
10/19/2015 Document:Declaration Filed by: Attorney for Defendant/Respondent
10/19/2015 Document:Declaration Filed by: Attorney for Defendant/Respondent
10/19/2015 Document:Declaration Filed by: Attorney for Defendant/Respondent
10/19/2015 Document:Declaration Filed by: Attorney for Defendant/Respondent
10/19/2015 Document:Declaration Filed by: Attorney for Defendant/Respondent
10/19/2015 Document:Declaration Filed by: Attorney for Defendant/Respondent
10/19/2015 Document:Declaration Filed by: Attorney for Defendant/Respondent
10/19/2015 Document:Objection Document Filed by: Attorney for Defendant/Respondent
10/19/2015 Document:Objection Document Filed by: Attorney for Defendant/Respondent
10/19/2015 Document:Objection Document Filed by: Attorney for Defendant/Respondent
10/19/2015 Document:Opposition Document Filed by: Attorney for Defendant/Respondent
10/19/2015 Document:Exhibit Filed by: Attorney for Defendant/Respondent
10/19/2015 Document:Exhibit Filed by: Attorney for Defendant/Respondent
10/19/2015 Proceeding/Event:Telephonic Conference Jane Johnson 2:30 pm
10/19/2015 Minute order entered: 2015-10-19 00:00:00
10/19/2015 Calendaring:Motion to Compel 01/04/16 at 1:45 pm Jane Johnson
10/16/2015 Document:Report-Status Filed by: Attorney for Plaintiff/Petitioner
10/15/2015 Minute order entered: 2015-10-15 00:00:00
10/15/2015 Proceeding/Event:Telephonic Conference Jane Johnson 1:45 pm
10/15/2015 Document:Stipulation Filed by: Attorney for Defendant/Respondent
10/15/2015 Document:Report-Status Filed by: Attorney for Defendant/Respondent
10/14/2015 Calendaring:Telephonic Conference 10/15/15 at 1:45 pm Jane Johnson
09/23/2015 Calendaring:Telephonic Conference 10/19/15 at 2:30 pm Jane Johnson
09/23/2015 Document:Notice of Ruling Filed by: Attorney for Plaintiff/Petitioner
09/22/2015 Minute order entered: 2015-09-22 00:00:00

09/22/2015 Proceeding/Event:Telephonic Conference Jane Johnson 11:30 am

09/21/2015 Document:Report-Status Filed by: Attorney for Plaintiff/Petitioner

09/17/2015 Calendaring:Telephonic Conference 09/22/15 at 11:30 am Jane Johnson

09/15/2015 Document:Motion Filed by: Attorney for Plaintiff/Petitioner

09/15/2015 Document:Declaration Filed by: Attorney for Plaintiff/Petitioner

09/15/2015 Document:Declaration Filed by: Attorney for Plaintiff/Petitioner

09/15/2015 Document:Declaration Filed by: Attorney for Plaintiff/Petitioner

09/15/2015 Document:Declaration Filed by: Attorney for Plaintiff/Petitioner

09/15/2015 Document:Declaration Filed by: Attorney for Plaintiff/Petitioner

09/15/2015 Document:Declaration Filed by: Attorney for Plaintiff/Petitioner

09/15/2015 Document:Points and Authorities Filed by: Attorney for Plaintiff/Petitioner

09/15/2015 Document:Declaration Filed by: Attorney for Plaintiff/Petitioner

09/15/2015 Document:Declaration Filed by: Attorney for Plaintiff/Petitioner

09/15/2015 Document:Declaration Filed by: Attorney for Plaintiff/Petitioner

09/15/2015 Document:Declaration Filed by: Attorney for Plaintiff/Petitioner

08/24/2015 Document:Notice of Association of Attorneys Filed by: Attorney for Plaintiff/Petitioner

07/20/2015 Minute order entered: 2015-07-20 00:00:00

07/20/2015 Proceeding/Event:Informal Status Conference Jane Johnson 2:45 pm

07/17/2015 Document:Report-Status Filed by: Attorney for Plaintiff/Petitioner

07/17/2015 Proceeding/Event:Court Order Jane Johnson 2:00 pm

07/17/2015 Minute order entered: 2015-07-17 00:00:00

07/17/2015 Calendaring:Informal Status Conference 07/20/15 at 2:45 pm Jane Johnson

07/17/2015 Calendaring:Court Order 07/17/15 at 3:00 pm Jane Johnson

07/02/2015 Document:Notice Filed by: Attorney for Plaintiff/Petitioner

07/02/2015 Document:Notice Filed by: Attorney for Plaintiff/Petitioner

06/05/2015 Document:Stipulation and Order Filed by: Attorney for Plaintiff/Petitioner

06/04/2015 Document:Objection Document Filed by: Attorney for Defendant/Respondent

06/03/2015 Document:Notice of Ruling Filed by: Attorney for Plaintiff/Petitioner

05/27/2015 Document:Notice of Ruling Filed by: Clerk

05/27/2015 Document:Ord-Appt Apprv Rptr as Rptr protem Filed by: Attorney for Plaintiff/Petitioner

05/27/2015 Proceeding/Event:Motion to Compel Jane Johnson 10:00 am

05/27/2015 Minute order entered: 2015-05-27 00:00:00

05/27/2015 Calendaring:Motion for Class Certification 11/23/15 at 1:45 pm Jane Johnson

05/13/2015 Document:Reply/Response Filed by: Attorney for Plaintiff/Petitioner

05/13/2015 Document:Reply/Response Filed by: Attorney for Plaintiff/Petitioner

05/04/2015 Document:Opposition Document Filed by: Attorney for Defendant/Respondent

05/04/2015 Document:Opposition Document Filed by: Attorney for Defendant/Respondent

05/04/2015 Document:Declaration Filed by: Attorney for Defendant/Respondent

05/04/2015 Document:Stipulation and Order Filed by: Attorney for Plaintiff/Petitioner

04/20/2015 Document:Stipulation and Order Filed by: Attorney for Plaintiff/Petitioner

04/17/2015 Calendaring:Motion to Compel 05/27/15 at 10:00 am Jane Johnson

04/15/2015 Document:Motion to Compel Filed by: Attorney for Plaintiff/Petitioner

04/15/2015 Document:Motion to Compel Filed by: Attorney for Plaintiff/Petitioner

03/26/2015 Document:Order Filed by: Attorney for Plaintiff/Petitioner

03/26/2015 Document:Order Filed by: Attorney for Plaintiff/Petitioner

03/26/2015 Minute order entered: 2015-03-26 00:00:00

03/26/2015 Proceeding/Event:Exparte proceeding Jane Johnson 8:30 am

03/26/2015 Document:Order Filed by: Attorney for Plaintiff/Petitioner

03/25/2015 Document:Ex-Parte Application Filed by: Attorney for Plaintiff/Petitioner

03/25/2015 Calendaring:Exparte proceeding 03/26/15 at 8:30 am Jane Johnson

03/23/2015 Minute order entered: 2015-03-23 00:00:00

03/23/2015 Proceeding/Event:Informal Status Conference Jane Johnson 9:00 am

03/20/2015 Document:Report-Status Filed by: Joined Party

03/19/2015 Calendaring:Informal Discovery Conference-PI 03/23/15 at 9:00 am Jane Johnson

09/17/2014 Document:Request Filed by: Attorney for Defendant/Respondent

08/21/2014 Document:Notice Filed by: Attorney for Plaintiff/Petitioner

08/20/2014 Minute order entered: 2014-08-20 00:00:00

08/20/2014 Proceeding/Event:Further Status Conference Jane Johnson 11:00 am

08/13/2014 Document:Statement-Case Management Filed by: Attorney for Plaintiff/Petitioner

07/25/2014 Document:Order-Protective Filed by: Attorney for Defendant/Respondent

07/02/2014 Document:Notice Filed by: Attorney for Defendant/Respondent

06/27/2014 Document:Ntc of Unpaid Filing Fees Filed by: Clerk

06/27/2014 Document:Ntc of Unpaid Filing Fees Filed by: Clerk

06/27/2014 Document:Ntc of Unpaid Filing Fees Filed by: Clerk

06/27/2014 Document:Ntc of Unpaid Filing Fees Filed by: Clerk

06/27/2014 Document:Ntc of Unpaid Filing Fees Filed by: Clerk

06/27/2014 Document:Ntc of Unpaid Filing Fees Filed by: Clerk

06/27/2014 Document:Ntc of Unpaid Filing Fees Filed by: Clerk

06/27/2014 Document:Ntc of Unpaid Filing Fees Filed by: Clerk

06/26/2014 Document:Ntc of Unpaid Filing Fees Filed by: Clerk

06/26/2014 Document:Answer Filed by: Attorney for Defendant/Respondent

06/16/2014 Document:Order Filed by: Attorney for Defendant/Respondent

06/11/2014 Document:Stipulation Filed by: Attorney for Defendant/Respondent

06/11/2014 Document:Answer to First Amended Complaint Filed by: Attorney for Defendant/Respondent

05/30/2014 Calendaring:Ruling on Submitted Matter 05/29/14 at 4:00 pm Jane Johnson

05/29/2014 Proceeding/Event:Ruling on Submitted Matter Jane Johnson 4:00 pm

05/29/2014 Minute order entered: 2014-05-29 00:00:00

05/21/2014 Minute order entered: 2014-05-21 00:00:00

05/21/2014 Proceeding/Event:Further Status Conference Jane Johnson 11:00 am

05/21/2014 Calendaring:Further Status Conference 08/20/14 at 11:00 am Jane Johnson

05/14/2014 Document:Report-Status Filed by: Attorney for Plaintiff/Petitioner

05/07/2014 Document:Reply/Response Filed by: Attorney for Defendant/Respondent

05/07/2014 Document:Reply/Response Filed by: Attorney for Defendant/Respondent

04/24/2014 Document:Proof of Service Filed by: Attorney for Plaintiff/Petitioner

04/23/2014 Document:Points and Authorities Filed by: Attorney for Plaintiff/Petitioner

04/23/2014 Document:Request for Judicial Notice Filed by: Attorney for Plaintiff/Petitioner

04/23/2014 Document:Points and Authorities Filed by: Attorney for Plaintiff/Petitioner

04/02/2014 Document:Request for Judicial Notice Filed by: Attorney for Defendant/Respondent

04/02/2014 Document:Demurrer Filed by: Attorney for Defendant/Respondent

04/02/2014 Document:Request for Judicial Notice Filed by: Attorney for Defendant/Respondent

04/02/2014 Document:Demurrer Filed by: Attorney for Defendant/Respondent

03/27/2014 Proceeding/Event:Telephonic Conference Jane Johnson 8:30 am

03/27/2014 Minute order entered: 2014-03-27 00:00:00

03/26/2014 Document:Miscellaneous-Other Filed by: Attorney for Defendant/Respondent

03/25/2014 Calendaring:Telephonic Conference 03/27/14 at 8:30 am Jane Johnson

03/11/2014 Document:Ntc and Acknowledgement of Receipt Filed by: Attorney for Plaintiff/Petitioner

03/11/2014 Document:Ntc and Acknowledgement of Receipt Filed by: Attorney for Plaintiff/Petitioner

03/11/2014 Document:Ntc and Acknowledgement of Receipt Filed by: Attorney for Plaintiff/Petitioner

03/11/2014 Document:Ntc and Acknowledgement of Receipt Filed by: Attorney for Plaintiff/Petitioner

03/11/2014 Document:Ntc and Acknowledgement of Receipt Filed by: Attorney for Plaintiff/Petitioner

03/11/2014 Document:Ntc and Acknowledgement of Receipt Filed by: Attorney for Plaintiff/Petitioner

03/11/2014 Document:Ntc and Acknowledgement of Receipt Filed by: Attorney for Plaintiff/Petitioner

03/11/2014 Document:Ntc and Acknowledgement of Receipt Filed by: Attorney for Plaintiff/Petitioner

03/11/2014 Document:Ntc and Acknowledgement of Receipt Filed by: Attorney for Plaintiff/Petitioner

03/05/2014 Calendaring:DEMURRER 05/21/14 at 11:00 am Jane Johnson

02/28/2014 Document:Proof-Service/Summons Filed by: Attorney for Plaintiff/Petitioner

02/28/2014 Document:Proof-Service/Summons Filed by: Attorney for Plaintiff/Petitioner

02/28/2014 Document:Proof-Service/Summons Filed by: Attorney for Plaintiff/Petitioner

02/19/2014 Document:Notice of Ruling Filed by: Attorney for Defendant/Respondent

02/18/2014 Minute order entered: 2014-02-18 00:00:00

02/18/2014 Proceeding/Event:Telephonic Conference Jane Johnson 1:45 pm

01/10/2014 Document:First Amended Complaint Filed by: Attorney for Plaintiff/Petitioner

01/10/2014 Document:Summons Filed Filed by: Attorney for Plaintiff/Petitioner

01/10/2014 Document:Summons Issued Filed by: Attorney for Plaintiff/Petitioner

01/09/2014 Calendaring:Telephonic Conference 02/18/14 at 1:45 pm Jane Johnson

01/09/2014 Proceeding/Event:Telephonic Conference Jane Johnson 2:45 pm

01/09/2014 Minute order entered: 2014-01-09 00:00:00

12/18/2013 Document:First Amended Complaint Filed by: Attorney for Plaintiff/Petitioner

12/18/2013 Document:Summons Filed Filed by: Attorney for Plaintiff/Petitioner

12/18/2013 FIRST AMENDED COMPLAINT; Filed by: Eileen Lodyga (Plaintiff); Richard M. Lodyga (Plaintiff); Elma Sanchez (Plaintiff); Holly Wedding (Plaintiff); As to: Michael Bilbery (Defendant); California Public Employees' Retirement (Defendant); Richard Costigan (Defendant) et al.

11/20/2013 Document:Notice of Ruling Filed by: Attorney for Plaintiff/Petitioner

11/18/2013 Proceeding/Event:Initial Status Conference Jane Johnson 11:00 am

11/18/2013 Minute order entered: 2013-11-18 00:00:00

11/18/2013 Calendaring:Telephonic Conference 01/09/14 at 2:45 pm Jane Johnson

11/18/2013 Document:Order Filed by: Clerk

11/08/2013 Minute order entered: 2013-11-08 00:00:00

11/08/2013 Proceeding/Event:Initial Status Conference Jane Johnson 10:00 am

11/07/2013 Document:Miscellaneous-Other Filed by: Attorney for Plaintiff/Petitioner

10/31/2013 Document:Notice Filed by: Attorney for Defendant/Respondent

10/28/2013 Proceeding/Event:Non-Appearance (Case Review) Jane Johnson

10/28/2013 Calendaring:Initial Status Conference 11/18/13 at 11:00 am Jane Johnson

10/28/2013 Minute order entered: 2013-10-28 00:00:00

10/25/2013 Document:Order Filed by: Attorney for Defendant/Respondent

10/23/2013 Document:Notice Filed by: Attorney for Defendant/Respondent

10/22/2013 Document:Stipulation Filed by: Attorney for Defendant/Respondent

10/21/2013 Document:Notice Filed by: Attorney for Plaintiff/Petitioner

10/21/2013 Document:Notice Filed by: Attorney for Plaintiff/Petitioner

10/17/2013 Document:Reimbursement of Fees Filed by: Attorney for Defendant/Respondent

10/09/2013 Document:Demurrer Filed by: Attorney for Defendant/Respondent

10/08/2013 Minute order entered: 2013-10-08 00:00:00

10/08/2013 Special Status Start:Case Determined to be Complex

10/08/2013 Document:Order Filed by: Clerk

10/08/2013 Proceeding/Event:Order-Complex Determination Jane Johnson 3:00 pm

10/08/2013 Calendaring:Order-Complex Determination 10/08/13 at 3:00 pm Jane Johnson

09/06/2013 Document:Stipulation and Order Filed by: Attorney for Defendant/Respondent

08/20/2013 Document:Proof-Service/Summons Filed by: Attorney for Plaintiff/Petitioner

08/08/2013 Document:Notice Filed by: Attorney for Plaintiff/Petitioner

08/06/2013 Case Filed/Opened:Ins Coverage/Subro (Complex Only)

08/06/2013 Document:Complaint Filed by: N/A

11/12/2001 Document:Declaration Filed by: Attorney for Defendant/Respondent

EXHIBIT 2

Case Anywhere Category View

Case Name: **Wedding, et al. v. California Public Employees Retirement System**

Case Info: **BC517444 (and Coordinated Case 56-2017-00492383) , Los Angeles Superior Court**

Showing: **Discovery**

Showing 1 to 301 of 301 records (301 records selected)

Date & Time Posted (PDT)	Submitted By	Document Title
12/5/22 8:49 AM	Durie Tangri LLP	<u>DEFENDANT CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM'S OBJECTIONS AND RESPONSES TO PLAINTIFFS' NOTICE OF DEPOSITION OF EXPERT WITNESS JEFFREY H. KINRICH</u>
12/1/22 7:49 PM	Durie Tangri LLP	<u>DEFENDANT CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM'S OBJECTIONS AND RESPONSES TO PLAINTIFFS' NOTICE OF DEPOSITION OF EXPERT WITNESS CLARK A. HEITKAMP</u>
11/29/22 6:45 PM	Nelson & Fraenkel LLP	<u>Plaintiffs' Responses and Objections to Defendant's Notice of Deposition of Gareth Macartney and Vivek Shah</u>
11/28/22 5:07 PM	Durie Tangri LLP	<u>DEFENDANT CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM'S OBJECTIONS AND RESPONSES TO PLAINTIFFS' NOTICE OF DEPOSITION OF EXPERT WITNESS ALLEN J. SCHMITZ</u>
11/23/22 2:39 PM	Nelson & Fraenkel LLP	<u>PLAINTIFFS' RESPONSES AND OBJECTIONS TO DEFENDANT'S NOTICE OF DEPOSITION OF ARI LOIBEN AND THE NOTICE OF DEPOSITION OF CABE CHADICK</u>
11/21/22 6:55 PM	Durie Tangri LLP	<u>EXPERT SUPPLEMENTAL REPORT OF JEFFREY H. KINRICH</u>
11/21/22 5:06 PM	Durie Tangri LLP	<u>EXPERT REPORT OF ALLEN J. SCHMITZ</u>
11/21/22 5:06 PM	Durie Tangri LLP	<u>SUPPLEMENTAL EXPERT REPORT OF CLARK A. HEITKAMP</u>
11/21/22 4:10 PM	Nelson & Fraenkel LLP	<u>Rebuttal Expert Report of Cabe W. Chadick, FSA, MAAA and Ari Loiben, M.S.</u>
11/21/22 4:02 PM	Nelson & Fraenkel LLP	<u>Rebuttal Expert Report of Gareth Macartney, P.H.D.</u>
11/18/22 2:00 PM	Durie Tangri LLP	<u>DEFENDANT CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM'S NOTICE OF DEPOSITION OF GARETH MACARTNEY</u>
11/18/22 2:00 PM	Durie Tangri LLP	<u>DEFENDANT CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM'S NOTICE OF DEPOSITION OF VIVEK SHAH</u>
11/18/22 2:00 PM	Durie Tangri LLP	<u>DEFENDANT CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM'S NOTICE OF DEPOSITION OF ARI LOIBEN</u>

Date & Time Posted (PDT)	Submitted By	Document Title
11/18/22 2:00 PM	Durie Tangri LLP	<u>DEFENDANT CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM'S NOTICE OF DEPOSITION OF CABE W. CHADICK</u>
11/16/22 4:30 PM	Nelson & Fraenkel LLP	<u>Plaintiffs' Notice of Taking the Videotaped Deposition of Expert Witness, Allen J. Schmitz</u>
11/16/22 4:30 PM	Nelson & Fraenkel LLP	<u>Plaintiffs' Notice of Taking the Videotaped Deposition of Expert Witness, Jeffrey H. Kinrich</u>
11/16/22 4:30 PM	Nelson & Fraenkel LLP	<u>Plaintiffs' Notice of Taking the Videotaped Deposition of Expert Witness, Clark A. Heitkamp</u>
10/21/22 5:00 PM	Nelson & Fraenkel LLP	<u>Expert Report of Vivek Shah, Ph.D.</u>
10/21/22 4:52 PM	Nelson & Fraenkel LLP	<u>Expert Report of Gareth MaCartney, PH.D.</u>
10/21/22 4:52 PM	Nelson & Fraenkel LLP	<u>Expert Report of Cabe W. Chadick, FSA, MAAA</u>
10/21/22 4:52 PM	Nelson & Fraenkel LLP	<u>Expert Report of Ari Loiben, M.S.</u>
10/21/22 4:52 PM	Nelson & Fraenkel LLP	<u>Plaintiffs' Notice of Service of Plaintiffs' Expert Reports</u>
10/21/22 4:41 PM	Durie Tangri LLP	<u>EXPERT REPORT OF ALLEN J. SCHMITZ</u>
10/21/22 4:41 PM	Durie Tangri LLP	<u>EXPERT REPORT OF JEFFREY H. KINRICH</u>
10/21/22 4:41 PM	Durie Tangri LLP	<u>EXPERT REPORT OF CLARK A. HEITKAMP</u>
10/21/22 4:41 PM	Durie Tangri LLP	<u>CALPERS' AMENDED DISCLOSURE OF EXPERT WITNESSES (CCP § 2034.260).</u>
11/25/20 4:06 PM	Durie Tangri LLP	<u>DEFENDANT CALPERS' NOTICE OF VIDEOTAPED DEPOSITION OF EXPERT WITNESS GORDON RAUSSER</u>
11/25/20 4:06 PM	Durie Tangri LLP	<u>DEFENDANT CALPERS' NOTICE OF VIDEOTAPED DEPOSITION OF EXPERT WITNESS CABE CHADICK</u>
11/25/20 4:06 PM	Durie Tangri LLP	<u>DEFENDANT CALPERS' NOTICE OF VIDEOTAPED DEPOSITION OF EXPERT WITNESS VIVEK SHAH</u>
11/25/20 4:06 PM	Durie Tangri LLP	<u>DEFENDANT CALPERS' NOTICE OF VIDEOTAPED DEPOSITION OF EXPERT WITNESS ARI LOIBEN</u>
9/4/20 3:57 PM	Durie Tangri LLP	<u>CalPERS' Disclosure of Expert Witnesses (CCP § 2034.260).</u>
9/4/20 12:38 PM	Shernoff Bidart Echeverria LLP	<u>Plaintiffs' Designation of Expert Witnesses (C.C.P. section 2034.260); Declaration of Steven Schuetze</u>
8/1/19 3:28 PM	Durie Tangri LLP	<u>CALPERS' AMENDED/AUGMENTED DESIGNATION OF EXPERT WITNESSES (CCP §§ 2024.050(a), 2034.610, AND 2034.620).</u>

Date & Time Posted (PDT)	Submitted By	Document Title
6/7/19 5:24 PM	Shernoff Bidart Echeverria LLP	Corrected Final Designations of All Videotape Deposition Testimony to be Introduced at Trial
6/7/19 3:33 PM	Shernoff Bidart Echeverria LLP	Plaintiffs' Final Designations of Videotape Deposition Testimony to be Introduced at Trial
6/7/19 3:21 PM	Durie Tangri LLP	CALPERS' OBJECTIONS TO PLAINTIFFS' PHASE 2 DEPOSITION DESIGNATIONS TO STEVE PUMMER
6/7/19 3:21 PM	Durie Tangri LLP	CALPERS' OBJECTIONS TO PLAINTIFFS' PHASE 2 DEPOSITION DESIGNATIONS TO ANN BOYNTON
6/7/19 12:06 PM	Durie Tangri LLP	Joint Objections to Parties' Deposition Designations - Phase 1
6/5/19 6:42 PM	Nelson & Fraenkel LLP	PLAINTIFFS' NOTICE OF LODGING DEPOSITION TRANSCRIPT FOR HEARING ON PHASE 1 DEPOSITION DESIGNATIONS
6/5/19 4:33 PM	Faegre Drinker Biddle & Reath LLP	Notice of Lodging Deposition Transcripts For Hearing on Phase 1 Deposition Designations
6/5/19 3:07 PM	Shernoff Bidart Echeverria LLP	Plaintiffs' Phase 2 Counter-Designation to Steve Pummer's Deposition Designations by CalPers
6/5/19 10:10 AM	Durie Tangri LLP	CalPERS' Objections to Plaintiffs' Phase 1 Counter-Designations to R. Lodyga's Deposition Designations by CalPERS
6/5/19 10:10 AM	Durie Tangri LLP	CalPERS' Deposition Counter Designations--Phase One
6/5/19 10:10 AM	Durie Tangri LLP	Defendant CalPERS' Objections to Plaintiffs' Deposition Designations--Phase One
6/5/19 10:10 AM	Durie Tangri LLP	CalPERS' Deposition Designations for Phase One Trial
5/8/19 7:48 PM	Durie Tangri LLP	Proof of Service
5/8/19 7:48 PM	Durie Tangri LLP	Zucker Deposition Designations
5/8/19 7:48 PM	Durie Tangri LLP	Westbrook Deposition Designations
5/8/19 7:48 PM	Durie Tangri LLP	Schafer Deposition Designations
5/8/19 7:48 PM	Durie Tangri LLP	Rausser Deposition Designations
5/8/19 7:48 PM	Durie Tangri LLP	R. Lodyga Deposition Designations
5/8/19 7:48 PM	Durie Tangri LLP	Prater Deposition Designations
5/8/19 7:48 PM	Durie Tangri LLP	Gregerson Deposition Designations

Date & Time Posted (PDT)	Submitted By	Document Title
2/26/19 12:30 PM	Durie Tangri LLP	<u>Calpers' Notice of Videotaped Deposition of Expert Witness Quintin Gregor</u>
1/28/19 3:06 PM	Shernoff Bidart Echeverria LLP	<u>CORRECTED 2ND AMENDED DEPOSITION NOTICE OF JEFFREY KINRICH</u>
1/28/19 3:00 PM	Shernoff Bidart Echeverria LLP	<u>SECOND AMENDED NOTICE OF TAKING THE VIDEOTAPED DEPOSITION OF EXPERT WITNESS JEFFREY H. KINRICH</u>
1/25/19 3:10 PM	Faegre Drinker Biddle & Reath LLP	<u>Defendant CalPERS' Notice of Videotaped Deposition of Expert Witness Stephen Prater</u>
1/22/19 7:08 PM	Faegre Drinker Biddle & Reath LLP	<u>CalPERS' Response to Plaintiff Richard Aldrich's Demand For Production of Documents, Set Two</u>
1/22/19 7:08 PM	Faegre Drinker Biddle & Reath LLP	<u>CalPERS' Response to Plaintiff Richard Aldrich's Special Interrogatories, Set Two</u>
1/16/19 4:32 PM	Shernoff Bidart Echeverria LLP	<u>Second Amended Deposition Notice of Expert Malcolm Cheung</u>
1/11/19 4:29 PM	Shernoff Bidart Echeverria LLP	<u>Amended Deposition Notice of Expert Jeffrey Kinrich</u>
1/11/19 4:04 PM	Shernoff Bidart Echeverria LLP	<u>Amended Deposition Notice of Expert Malcolm Cheung</u>
1/11/19 4:04 PM	Shernoff Bidart Echeverria LLP	<u>Amended Deposition Notice of Expert Jeffrey Kinrich</u>
1/11/19 4:04 PM	Shernoff Bidart Echeverria LLP	<u>Amended Deposition Notice of Expert Amy Pahl</u>
1/2/19 11:18 AM	Shernoff Bidart Echeverria LLP	<u>Plaintiffs' and the Class Notice of Taking the Videotaped Deposition of Expert Witness Malcolm Cheung</u>
1/2/19 11:18 AM	Shernoff Bidart Echeverria LLP	<u>Plaintiffs' and the Class Notice of Taking the Videotaped Deposition of Expert Witness Jeffrey Kinrich</u>
1/2/19 11:18 AM	Shernoff Bidart Echeverria LLP	<u>Plaintiffs' and the Class Notice of Taking the Videotaped Deposition of Expert Witness Amy Pahl</u>
12/28/18 3:45 PM	Faegre Drinker Biddle & Reath LLP	<u>Defendant CalPERS' Notice of Videotaped Deposition of Expert Witness Cabe Chadick</u>
12/14/18 12:31 PM	Faegre Drinker Biddle & Reath LLP	<u>DEFENDANT CALPERS' CORRECTED NOTICE OF VIDEOTAPED DEPOSITION OF EXPERT WITNESS GORDON RAUSSER, Ph.D.</u>
12/13/18 6:22 PM	Faegre Drinker Biddle & Reath LLP	<u>DEFENDANT CALPERS' NOTICE OF VIDEOTAPED DEPOSITION OF EXPERT WITNESS CABE CHADICK</u>
10/5/18 2:34 PM	Faegre Drinker Biddle & Reath LLP	<u>Notice of Deposition of and Subpoena to Ronald E. Johnson</u>
5/24/18 5:03 PM	Faegre Drinker Biddle & Reath LLP	<u>DEFENDANT'S DISCLOSURE OF EXPERT WITNESSES</u>
5/24/18 4:26 PM	Shernoff Bidart Echeverria LLP	<u>Plaintiffs' Designation of Expert Witnesses (C.C.P. section 2034.260), and Declaration of Steven Schuetze</u>

Date & Time Posted (PDT)	Submitted By	Document Title
11/7/17 12:14 PM	Kershaw Talley Barlow, PC	<u>Plaintiffs' Second Amended Notice of Deposition of Long Term Care Group, Inc.</u>
10/30/17 4:25 PM	Faegre Drinker Biddle & Reath LLP	<u>DEFENDANT CALPERS' AMENDED NOTICE OF CONTINUED VIDEOTAPED DEPOSITION OF PLAINTIFF HOLLY WEDDING</u>
10/20/17 2:53 PM	Faegre Drinker Biddle & Reath LLP	<u>DEFENDANT CALPERS' NOTICE OF CONTINUED VIDEOTAPED DEPOSITION OF PLAINTIFF HOLLY WEDDING</u>
10/20/17 2:53 PM	Faegre Drinker Biddle & Reath LLP	<u>DEFENDANT CALPERS' NOTICE OF CONTINUED VIDEOTAPED DEPOSITION OF PLAINTIFF EILEEN LODYGA</u>
10/20/17 2:53 PM	Faegre Drinker Biddle & Reath LLP	<u>DEFENDANT CALPERS' NOTICE OF CONTINUED VIDEOTAPED DEPOSITION OF PLAINTIFF RICHARD LODYGA</u>
10/20/17 10:40 AM	Kershaw Talley Barlow, PC	<u>Plaintiffs' Amended Notice of Deposition of Long Term Care Group, Inc.</u>
10/5/17 2:20 PM	Kershaw Talley Barlow, PC	<u>Plaintiffs' Notice of Deposition of Long Term Care Group, Inc.</u>
6/2/17 11:59 AM	Faegre Drinker Biddle & Reath LLP	<u>DEFENDANT CALPERS' SUPPLEMENTAL RESPONSE TO PLAINTIFFS' SPECIAL INTERROGATORIES (SET SIX).</u>
5/4/17 5:27 PM	Faegre Drinker Biddle & Reath LLP	<u>Cover Letter with Verification to Defendant CalPERS' Response to Plaintiffs' Special Interrogatories (Set Six).</u>
4/28/17 4:46 PM	Faegre Drinker Biddle & Reath LLP	<u>DEFENDANT CALPERS' RESPONSE TO PLAINTIFFS' REQUEST FOR PRODUCTION OF DOCUMENTS (SET EIGHT).</u>
4/28/17 4:46 PM	Faegre Drinker Biddle & Reath LLP	<u>DEFENDANT CALPERS' RESPONSE TO PLAINTIFFS' SPECIAL INTERROGATORIES (SET SIX).</u>
3/30/17 2:56 PM	Kershaw Talley Barlow, PC	<u>Amended Notice of Taking Deposition of Defendant CalPERS' Person Motion Qualified</u>
3/29/17 1:16 PM	Shernoff Bidart Echeverria LLP	<u>Plaintiffs' Request for Production To Defendant California Public Employees' Retirement System (Set Eight).</u>
3/29/17 1:16 PM	Shernoff Bidart Echeverria LLP	<u>Plaintiffs' Special Interrogatories To Defendant California Public Employees' Retirement System (Set Six); Declaration of Stuart C. Talley Re: Additional Discovery.</u>
3/24/17 4:06 PM	Faegre Drinker Biddle & Reath LLP	<u>DEFENDANT CALPERS' RESPONSE TO PLAINTIFFS' REQUEST FOR PRODUCTION OF DOCUMENTS, SET SEVEN</u>
2/28/17 4:28 PM	Kershaw Talley Barlow, PC	<u>NOTICE OF TAKING DEPOSITION OF DEFENDANT CALPERS' PERSON MOST QUALIFIED</u>
2/28/17 2:09 PM	Jeffer Mangels Butler & Mitchell, LLP	<u>Towers Watson Defendants' Responses to Request for Production of Documents (Set Three).</u>
2/17/17 4:33 PM	Kershaw Talley Barlow, PC	<u>Notice of Deposition Subpoena For Production of Business Records to International Business Machines Corporation</u>

Date & Time Posted (PDT)	Submitted By	Document Title
2/10/17 12:33 PM	Faegre Drinker Biddle & Reath LLP	<u>BOARD DEFENDANT RICHARD COSTIGAN'S RESPONSE TO PLAINTIFFS' SPECIAL INTERROGATORIES TO BOARD DEFENDANTS, SET TWO</u>
2/7/17 4:53 PM	Faegre Drinker Biddle & Reath LLP	<u>BOARD DEFENDANT ROB FECKNER'S RESPONSE TO PLAINTIFFS' SPECIAL INTERROGATORIES TO BOARD DEFENDANTS, SET TWO</u>
1/30/17 6:20 PM	Faegre Drinker Biddle & Reath LLP	<u>BOARD DEFENDANT PRIYA MATHUR'S RESPONSE TO PLAINTIFFS' SPECIAL INTERROGATORIES TO BOARD DEFENDANTS, SET TWO</u>
1/30/17 6:20 PM	Faegre Drinker Biddle & Reath LLP	<u>BOARD DEFENDANT GEORGE DIEHR'S CORRECTED SUPPLEMENTAL RESPONSE TO PLAINTIFFS' SPECIAL INTERROGATORIES TO BOARD DEFENDANTS, SET TWO</u>
1/27/17 2:47 PM	Faegre Drinker Biddle & Reath LLP	<u>DEFENDANT CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM'S OBJECTION TO PLAINTIFFS' THIRD PARTY DEPOSITION SUBPOENA FOR PRODUCTION OF BUSINESS RECORDS TO PRICEWATERHOUSECOOPERS LLP</u>
1/20/17 5:51 PM	Faegre Drinker Biddle & Reath LLP	<u>DEFENDANT CALPERS' RESPONSE TO PLAINTIFFS' REQUEST FOR PRODUCTION OF DOCUMENTS, SET SIX</u>
1/20/17 5:51 PM	Faegre Drinker Biddle & Reath LLP	<u>DEFENDANT CALPERS' RESPONSE TO PLAINTIFFS' SPECIAL INTERROGATORIES, SET FIVE</u>
1/20/17 3:01 PM	Bentley & More LLP	<u>Plaintiffs' Request for Production of Documents to The Towers Defendants (Set Three).</u>
1/20/17 3:01 PM	Bentley & More LLP	<u>Plaintiffs' Request for Production of Documents to California Public Employees' Retirement System (Set Seven).</u>
1/18/17 9:40 AM	Kershaw Talley Barlow, PC	<u>Notice of Deposition Subpoena for Production of Business Records to PricewaterhouseCoopers LLP</u>
1/13/17 6:49 PM	Faegre Drinker Biddle & Reath LLP	<u>BOARD DEFENDANT GEORGE DIEHR'S SUPPLEMENTAL RESPONSE TO PLAINTIFFS' SPECIAL INTERROGATORIES TO BOARD DEFENDANTS, SET TWO</u>
1/3/17 5:01 PM	Faegre Drinker Biddle & Reath LLP	<u>BOARD DEFENDANT HENRY JONES'S SUPPLEMENTAL RESPONSE TO PLAINTIFFS' SPECIAL INTERROGATORIES TO BOARD DEFENDANTS, SET TWO</u>
1/3/17 5:01 PM	Faegre Drinker Biddle & Reath LLP	<u>BOARD DEFENDANT MICHAEL BILBREY'S SUPPLEMENTAL RESPONSE TO PLAINTIFFS' SPECIAL INTERROGATORIES TO BOARD DEFENDANTS, SET TWO</u>
1/3/17 5:01 PM	Faegre Drinker Biddle & Reath LLP	<u>BOARD DEFENDANT JJ JELINCIC'S CORRECTED SUPPLEMENTAL RESPONSE TO PLAINTIFFS' SPECIAL INTERROGATORIES TO BOARD DEFENDANTS, SET TWO</u>
1/3/17 5:01 PM	Faegre Drinker Biddle & Reath LLP	<u>BOARD DEFENDANT BILL SLATON'S CORRECTED SUPPLEMENTAL RESPONSE TO PLAINTIFFS' SPECIAL INTERROGATORIES TO BOARD DEFENDANTS, SET TWO</u>
12/29/16 3:43 PM	Faegre Drinker Biddle & Reath LLP	<u>BOARD DEFENDANT BILL SLATON'S SUPPLEMENTAL RESPONSE TO PLAINTIFFS' SPECIAL INTERROGATORIES</u>

Date & Time Posted (PDT)	Submitted By	Document Title
		<u>TO BOARD DEFENDANTS, SET TWO</u>
12/29/16 3:43 PM	Faegre Drinker Biddle & Reath LLP	<u>BOARD DEFENDANT JJ JELINCIC'S SUPPLEMENTAL RESPONSE TO PLAINTIFFS' SPECIAL INTERROGATORIES TO BOARD DEFENDANTS, SET TWO</u>
12/21/16 6:21 PM	Faegre Drinker Biddle & Reath LLP	<u>DEFENDANT CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM'S OBJECTION TO PLAINTIFFS' THIRD PARTY DEPOSITION SUBPOENA FOR PRODUCTION OF BUSINESS RECORDS TO WILSHIRE ASSOCIATES</u>
12/8/16 2:31 PM	Kershaw Talley Barlow, PC	<u>Notice of Deposition Subpoena for Production of Business Records to Wilshire Associates</u>
11/29/16 1:46 PM	Shernoff Bidart Echeverria LLP	<u>Plaintiffs' Request for Production of Documents to California Public Employees' Retirement System (Set Six)</u>
11/29/16 1:46 PM	Shernoff Bidart Echeverria LLP	<u>Plaintiffs' Special Interrogatories to California Public Employees' Retirement System (Set Five); Declaration of Kristin Hobbs Re: Additional Discovery</u>
11/3/16 5:52 PM	Nelson & Fraenkel LLP	<u>Deposition Subpoena for Personal Appearance and Production of Documents and Things to Steve Pummer</u>
11/3/16 5:52 PM	Nelson & Fraenkel LLP	<u>Deposition Subpoena for Personal Appearance and Production of Documents and Things to Martin Miller</u>
11/3/16 5:52 PM	Nelson & Fraenkel LLP	<u>Deposition Subpoena for Personal Appearance and Production of Documents and Things to David Norton</u>
11/3/16 3:56 PM	Faegre Drinker Biddle & Reath LLP	<u>DEFENDANT CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM'S OBJECTION TO PLAINTIFFS' THIRD PARTY DEPOSITION SUBPOENA FOR PRODUCTION OF BUSINESS RECORDS TO LONG TERM CARE GROUP</u>
11/1/16 4:58 PM	Kreindler & Kreindler LLP	<u>Plaintiffs' Notice of Deposition of David Norton with Request for Document Production</u>
11/1/16 4:58 PM	Kreindler & Kreindler LLP	<u>Plaintiffs' Notice of Deposition of Steve Pummer with Request for Document Production</u>
11/1/16 4:58 PM	Kreindler & Kreindler LLP	<u>Plaintiffs' Notice of Deposition of Martin Miller with Request for Document Production</u>
10/17/16 1:39 PM	Jeffer Mangels Butler & Mitchell, LLP	<u>Towers Watson Defendants' Objections to Plaintiffs' Notice of Deposition of Clark A. Heitkamp with Request for Document Production</u>
10/17/16 1:39 PM	Jeffer Mangels Butler & Mitchell, LLP	<u>Towers Watson Defendants' Objections to Plaintiffs' Notice of Deposition of Person Most Knowledgeable ("PMK") at United Health Actuarial Services, Inc. with Request for Document Production</u>
10/17/16 1:39 PM	Jeffer Mangels Butler & Mitchell, LLP	<u>Towers Watson Defendants' Objections to Plaintiffs' Notice of Deposition of Karl G. Volkmar with Request for Document Production</u>

Date & Time Posted (PDT)	Submitted By	Document Title
10/4/16 4:33 PM	Faegre Drinker Biddle & Reath LLP	<u>DEFENDANT CALPERS' RESPONSE TO PLAINTIFFS' REQUEST FOR PRODUCTION OF DOCUMENTS, SET FIVE</u>
10/3/16 4:52 PM	Kreindler & Kreindler LLP	<u>Plaintiffs' Notice of Deposition of Clark A. Heitkamp with Request for Document Production</u>
10/3/16 4:52 PM	Kreindler & Kreindler LLP	<u>Plaintiffs' Notice of Deposition of Karl G. Volkmar with Request for Document Production</u>
10/3/16 4:52 PM	Kreindler & Kreindler LLP	<u>Plaintiffs' Notice of Deposition of Person Most Knowledgeable (PMK) at United Health Actuarial Services, Inc. with Request for Document Production</u>
9/27/16 5:07 PM	Faegre Drinker Biddle & Reath LLP	<u>BOARD DEFENDANT BILL SLATON'S RESPONSE TO PLAINTIFFS' REQUEST FOR PRODUCTION TO THE BOARD DEFENDANTS, SET TWO</u>
9/27/16 5:07 PM	Faegre Drinker Biddle & Reath LLP	<u>BOARD DEFENDANT BILL SLATON'S RESPONSE TO PLAINTIFFS' SPECIAL INTERROGATORIES TO BOARD DEFENDANTS, SET TWO</u>
9/27/16 5:07 PM	Faegre Drinker Biddle & Reath LLP	<u>BOARD DEFENDANT PRIYA MATHUR'S RESPONSE TO PLAINTIFFS' REQUEST FOR PRODUCTION TO THE BOARD DEFENDANTS, SET TWO</u>
9/27/16 5:07 PM	Faegre Drinker Biddle & Reath LLP	<u>BOARD DEFENDANT PRIYA MATHUR'S RESPONSE TO PLAINTIFFS' SPECIAL INTERROGATORIES TO BOARD DEFENDANTS, SET TWO</u>
9/27/16 5:07 PM	Faegre Drinker Biddle & Reath LLP	<u>BOARD DEFENDANT HENRY JONES'S RESPONSE TO PLAINTIFFS' REQUEST FOR PRODUCTION TO THE BOARD DEFENDANTS, SET TWO</u>
9/27/16 5:07 PM	Faegre Drinker Biddle & Reath LLP	<u>BOARD DEFENDANT HENRY JONES'S RESPONSE TO PLAINTIFFS' SPECIAL INTERROGATORIES TO BOARD DEFENDANTS, SET TWO</u>
9/27/16 5:07 PM	Faegre Drinker Biddle & Reath LLP	<u>BOARD DEFENDANT JJ JELINCIC'S RESPONSE TO PLAINTIFFS' REQUEST FOR PRODUCTION TO THE BOARD DEFENDANTS, SET TWO</u>
9/27/16 5:07 PM	Faegre Drinker Biddle & Reath LLP	<u>BOARD DEFENDANT JJ JELINCIC'S RESPONSE TO PLAINTIFFS' SPECIAL INTERROGATORIES TO BOARD DEFENDANTS, SET TWO</u>
9/27/16 5:02 PM	Faegre Drinker Biddle & Reath LLP	<u>BOARD DEFENDANT ROB FECKNER'S RESPONSE TO PLAINTIFFS' REQUEST FOR PRODUCTION TO THE BOARD DEFENDANTS, SET TWO</u>
9/27/16 5:02 PM	Faegre Drinker Biddle & Reath LLP	<u>BOARD DEFENDANT ROB FECKNER'S RESPONSE TO PLAINTIFFS' SPECIAL INTERROGATORIES TO BOARD DEFENDANTS, SET TWO</u>
9/27/16 5:02 PM	Faegre Drinker Biddle & Reath LLP	<u>BOARD DEFENDANT GEORGE DIEHR'S RESPONSE TO PLAINTIFFS' REQUEST FOR PRODUCTION TO THE BOARD DEFENDANTS, SET TWO</u>
9/27/16 5:02 PM	Faegre Drinker Biddle & Reath LLP	<u>BOARD DEFENDANT GEORGE DIEHR'S RESPONSE TO PLAINTIFFS' SPECIAL INTERROGATORIES TO BOARD</u>

Date & Time Posted (PDT)	Submitted By	Document Title
		<u>DEFENDANTS, SET TWO</u>
9/27/16 5:02 PM	Faegre Drinker Biddle & Reath LLP	<u>BOARD DEFENDANT RICHARD COSTIGAN'S RESPONSE TO PLAINTIFFS' REQUEST FOR PRODUCTION TO THE BOARD DEFENDANTS, SET TWO</u>
9/27/16 5:02 PM	Faegre Drinker Biddle & Reath LLP	<u>BOARD DEFENDANT RICHARD COSTIGAN'S RESPONSE TO PLAINTIFFS' SPECIAL INTERROGATORIES TO BOARD DEFENDANTS, SET TWO</u>
9/27/16 5:02 PM	Faegre Drinker Biddle & Reath LLP	<u>BOARD DEFENDANT MICHAEL BILBREY'S RESPONSE TO PLAINTIFFS' REQUEST FOR PRODUCTION TO THE BOARD DEFENDANTS, SET TWO</u>
9/27/16 5:02 PM	Faegre Drinker Biddle & Reath LLP	<u>BOARD DEFENDANT MICHAEL BILBREY'S RESPONSE TO PLAINTIFFS' SPECIAL INTERROGATORIES TO BOARD DEFENDANTS, SET TWO</u>
9/2/16 2:49 PM	Kershaw Talley Barlow, PC	<u>Plaintiffs' Fifth Set of Requests for Production of Documents to Defendant California Public Employees' Retirement System</u>
8/24/16 3:32 PM	Faegre Drinker Biddle & Reath LLP	<u>DEFENDANT CALPERS' SUPPLEMENTAL RESPONSE TO PLAINTIFFS' REQUEST FOR PRODUCTION OF DOCUMENTS, SET FOUR</u>
8/12/16 9:04 AM	Shernoff Bidart Echeverria LLP	<u>PLAINTIFFS' REQUEST FOR PRODUCTION OF DOCUMENTS TO THE BOARD DEFENDANTS (SET TWO).</u>
8/12/16 9:04 AM	Shernoff Bidart Echeverria LLP	<u>PLAINTIFFS' SPECIAL INTERROGATORIES TO THE BOARD DEFENDANTS (SET TWO); DECLARATION OF CLARE H. LUCICH RE ADDITIONAL DISCOVERY</u>
7/12/16 12:00 PM	Faegre Drinker Biddle & Reath LLP	<u>DEFENDANT CALPERS' RESPONSE TO PLAINTIFFS' REQUEST FOR PRODUCTION OF DOCUMENTS, SET FOUR</u>
7/12/16 12:00 PM	Faegre Drinker Biddle & Reath LLP	<u>DEFENDANT CALPERS' RESPONSE TO PLAINTIFFS' SPECIAL INTERROGATORIES, SET FOUR</u>
6/3/16 3:55 PM	Kershaw Talley Barlow, PC	<u>Plaintiffs' Special Interrogatories To Defendant California Public Employees' Retirement System (Set Four); Declaration Of Stuart C. Talley Re: Additional Discovery</u>
6/3/16 3:55 PM	Kershaw Talley Barlow, PC	<u>Plaintiffs' Fourth Set Of Requests For Production Of Documents To Defendant California Public Employees' Retirement System</u>
5/25/16 11:47 AM	Kershaw Talley Barlow, PC	<u>Plaintiffs' Notice of Deposition of Alan Milligan</u>
4/5/16 11:49 AM	Faegre Drinker Biddle & Reath LLP	<u>Objection to Plaintiffs' Notice of Deposition of Priya Mathur</u>
4/5/16 11:49 AM	Faegre Drinker Biddle & Reath LLP	<u>Objection to Plaintiffs' Notice of Deposition of Michael Bilbrey</u>
3/21/16 3:38 PM	Kershaw Talley Barlow, PC	<u>Plaintiffs' Notice of Deposition of Michael Bilbrey</u>
3/21/16 3:38 PM	Kershaw Talley Barlow,	<u>Plaintiffs' Notice of Deposition of Priya Mathur</u>

Date & Time Posted (PDT)	Submitted By	Document Title
4:43 PM	PC Cutter Law P.C.	<u>Plaintiffs' Notice of Deposition of Terri L. Westbrook by Subpoena (Duces Tecum).</u>
10/26/15 4:43 PM	Cutter Law P.C.	<u>Plaintiffs' Notice of Deposition of Jeanne L. Schafer by Subpoena (Duces Tecum).</u>
10/23/15 5:20 PM	Nelson & Fraenkel LLP	<u>Plaintiffs' Notice of Deposition of Leonard Zucker</u>
10/23/15 5:20 PM	Nelson & Fraenkel LLP	<u>Deposition Subpoena For Personal Appearance and Production of Documents and Things- Leonard Zucker</u>
10/8/15 4:31 PM	Shernoff Bidart Echeverria LLP	<u>PLAINTIFF EILEEN LODYGA'S RESPONSES TO DEFENDANT TOWERS WATSON & CO.'S FORM INTERROGATORIES, SET ONE</u>
10/8/15 4:31 PM	Shernoff Bidart Echeverria LLP	<u>PLAINTIFF RICHARD LODYGA'S RESPONSES TO DEFENDANT TOWERS WATSON & CO.'S FORM INTERROGATORIES, SET ONE</u>
10/8/15 4:30 PM	Shernoff Bidart Echeverria LLP	<u>PLAINTIFF HOLLY WEDDING'S RESPONSES TO DEFENDANT TOWERS WATSON & CO.'S FORM INTERROGATORIES, SET ONE</u>
10/8/15 4:30 PM	Shernoff Bidart Echeverria LLP	<u>PLAINTIFF EILEEN LODYGA'S RESPONSES TO DEFENDANT TOWERS WATSON & CO.'S REQUESTS FOR PRODUCTION, SET THREE</u>
10/8/15 4:30 PM	Shernoff Bidart Echeverria LLP	<u>PLAINTIFF HOLLY WEDDING'S RESPONSES TO DEFENDANT TOWERS WATSON & CO.'S REQUESTS FOR PRODUCTION, SET THREE</u>
10/8/15 4:30 PM	Shernoff Bidart Echeverria LLP	<u>PLAINTIFF RICHARD LODYGA'S RESPONSES TO DEFENDANT TOWERS WATSON & CO.'S REQUESTS FOR PRODUCTION, SET THREE</u>
10/8/15 4:30 PM	Shernoff Bidart Echeverria LLP	<u>PLAINTIFF RICHARD LODYGA'S RESPONSES TO DEFENDANT TOWERS WATSON & CO.'S SPECIAL INTERROGATORIES SET TWO</u>
10/8/15 4:30 PM	Shernoff Bidart Echeverria LLP	<u>PLAINTIFF EILEEN LODYGA'S RESPONSE TO DEFENDANT TOWERS WATSON & CO.'S REQUESTS FOR ADMISSION, SET ONE</u>
10/8/15 4:30 PM	Shernoff Bidart Echeverria LLP	<u>PLAINTIFF HOLLY WEDDING'S RESPONSES TO DEFENDANT TOWERS WATSON & CO.'S REQUESTS FOR ADMISSION, SET ONE</u>
10/8/15 4:30 PM	Shernoff Bidart Echeverria LLP	<u>PLAINTIFF RICHARD LODYGA'S RESPONSE TO DEFENDANT TOWERS WATSON & CO.'S REQUESTS FOR ADMISSION, SET ONE</u>
10/8/15 4:30 PM	Shernoff Bidart Echeverria LLP	<u>PLAINTIFF EILEEN LODYGA'S RESPONSES TO DEFENDANT TOWERS WATSON & CO.'S SPECIAL INTERROGATORIES, SET TWO</u>
10/8/15 4:30 PM	Shernoff Bidart Echeverria LLP	<u>PLAINTIFF HOLLY WEDDING'S RESPONSES TO DEFENDANT TOWERS WATSON & CO.'S SPECIAL INTERROGATORIES, SET TWO</u>
9/28/15 4:41 PM	Shernoff Bidart Echeverria LLP	<u>VERIFICATION TO PLAINTIFF HOLLY WEDDING'S REPSONSES TO DEFENDANT CALIFORNIA PUBLIC</u>

Date & Time Posted (PDT)	Submitted By	Document Title
9/28/15 4:41 PM	Shernoff Bidart Echeverria LLP	<u>EMPLOYEES' RETIREMENT SYSTEM AND INDIVIDUAL BOARD MEMBERS' REQUESTS FOR ADMISSION, SET ONE</u>
9/22/15 5:14 PM	Shernoff Bidart Echeverria LLP	<u>PLAINTIFF HOLLY WEDDING'S AMENDED RESPONSES TO DEFENDANT CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND INDIVIDUAL BOARD MEMBERS' FORM INTERROGATORIES, SET ONE</u>
9/22/15 5:14 PM	Shernoff Bidart Echeverria LLP	<u>PLAINTIFF EILEEN LODYGA'S RESPONSES TO DEFENDANT CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND INDIVIDUAL BOARD MEMBERS' FORM INTERROGATORIES, SET ONE</u>
9/22/15 5:14 PM	Shernoff Bidart Echeverria LLP	<u>PLAINTIFF HOLLY WEDDING'S RESPONSES TO DEFENDANT CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND INDIVIDUAL BOARD MEMBERS' FORM INTERROGATORIES, SET ONE</u>
9/22/15 5:14 PM	Shernoff Bidart Echeverria LLP	<u>PLAINTIFF RICHARD LODYGA'S RESPONSES TO DEFENDANT CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND INDIVIDUAL BOARD MEMBERS' FORM INTERROGATORIES, SET ONE.</u>
9/22/15 5:14 PM	Shernoff Bidart Echeverria LLP	<u>PLAINTIFF RICHARD LODYGA'S REPSONSES TO DEFENDANT CALPERS' FIRST SET OF REQUESTS FOR ADMISSION, SET ONE</u>
9/22/15 5:14 PM	Shernoff Bidart Echeverria LLP	<u>PLAINTIFF HOLLY WEDDING'S REPSONSES TO DEFENDANT CALPERS' FIRST SET OF REQUESTS FOR ADMISSION, SET ONE</u>
9/22/15 5:14 PM	Shernoff Bidart Echeverria LLP	<u>PLAINTIFF EILEEN LODYGA'S RESPONSES TO DEFENDANT CALPERS' FIRST SET OF REQUESTS FOR ADMISSION, SET ONE</u>
9/8/15 6:26 PM	Faegre Drinker Biddle & Reath LLP	<u>Defendant CalPERS' Response To Plaintiffs Request For Admissions, Set One</u>
9/8/15 6:26 PM	Faegre Drinker Biddle & Reath LLP	<u>Defendant CalPERS' Response To Plaintiffs Special Interrogatories, Set Two</u>
9/8/15 6:26 PM	Faegre Drinker Biddle & Reath LLP	<u>Defendant CalPERS' Response To Plaintiffs Form Interrogatories - General, Set One</u>
8/24/15 4:27 PM	Shernoff Bidart Echeverria LLP	<u>PLAINTIFFS' SPECIAL INTERROGATORIES TO DEFENDANT CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (SET THREE);; DECLARATION OF CLARE LUCICH RE: ADDITIONAL DISCOVERY</u>
8/24/15 4:27 PM	Shernoff Bidart Echeverria LLP	<u>PLAINTIFFS' REQUEST FOR PRODUCTION OF DOCUMENTS TO DEFENDANT CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (SET THREE).</u>
8/21/15 6:31 PM	Faegre Drinker Biddle & Reath LLP	<u>FORM INTERROGATORIES, GENERAL, SET ONE TO PLAINTIFF RICHARD LODYGA</u>
8/21/15 6:31 PM	Faegre Drinker Biddle & Reath LLP	<u>FORM INTERROGATORIES, GENERAL, SET ONE TO PLAINTIFF EILEEN LODYGA</u>
8/21/15 6:31 PM	Faegre Drinker Biddle & Reath LLP	<u>FORM INTERROGATORIES, GENERAL, SET ONE TO PLAINTIFF HOLLY WEDDING</u>

Date & Time Posted (PDT)	Submitted By	Document Title
8/21/15 6:31 PM	Faegre Drinker Biddle & Reath LLP	<u>DEFENDANT CALPERS' FIRST SET OF REQUESTS FOR ADMISSION TO PLAINTIFF RICHARD LODYGA; DECLARATION FOR ADDITIONAL DISCOVERY</u>
8/21/15 6:31 PM	Faegre Drinker Biddle & Reath LLP	<u>DEFENDANT CALPERS' FIRST SET OF REQUESTS FOR ADMISSION TO PLAINTIFF EILEEN LODYGA; DECLARATION FOR ADDITIONAL DISCOVERY</u>
8/21/15 6:31 PM	Faegre Drinker Biddle & Reath LLP	<u>DEFENDANT CALPERS' FIRST SET OF REQUESTS FOR ADMISSION TO PLAINTIFF HOLLY WEDDING; DECLARATION FOR ADDITIONAL DISCOVERY</u>
7/31/15 6:14 PM	Kreindler & Kreindler LLP	<u>Plaintiffs' Supplemental and Amended Responses to Defendant Towers Watson & Co's Special Interrogatories, Set One</u>
7/30/15 6:10 PM	Faegre Drinker Biddle & Reath LLP	<u>Amended Deposition Subpoena for Production of Business Records to Douglas A. Arnold</u>
7/30/15 4:13 PM	Faegre Drinker Biddle & Reath LLP	<u>Deposition Subpoena for Production of Business Records to Douglas A. Arnold</u>
7/23/15 3:20 PM	Cutter Law P.C.	<u>Plaintiffs' Notice of Deposition of Long Term Care Group, Inc.</u>
7/21/15 4:38 PM	Shernoff Bidart Echeverria LLP	<u>Plaintiffs' Request for Admissions to Defendant California Public Employees' Retirement System (Set One) and Declaration of Gregory L. Bentley Re: Additional Discovery.</u>
7/21/15 4:38 PM	Shernoff Bidart Echeverria LLP	<u>Plaintiffs' Form Interrogatories to Defendant California Public Employees' Retirement System (Set Two).</u>
7/21/15 4:38 PM	Shernoff Bidart Echeverria LLP	<u>Plaintiffs' Special Interrogatories to Defendant California Public Employees' Retirement System (Set Two) and, Declaration of Gregory L. Bentley Re: Additional Discovery.</u>
7/9/15 10:48 AM	Cutter Law P.C.	<u>Second Amended Notice of Taking Deposition of Defendant CalPers' Persons Most Knowledgeable</u>
7/8/15 6:36 PM	Kreindler & Kreindler LLP	<u>Plaintiffs' Production Bates Stamps PLTF 000442 - 000444 redacted</u>
7/8/15 6:36 PM	Kreindler & Kreindler LLP	<u>Plaintiffs' Production Bates Stamps PLTF 000455 - 000459 redacted</u>
7/8/15 6:36 PM	Kreindler & Kreindler LLP	<u>Plaintiffs' Production Bates Stamp PLTF 000439</u>
7/8/15 6:36 PM	Kreindler & Kreindler LLP	<u>Plaintiffs' Privilege Log</u>
7/8/15 6:36 PM	Kreindler & Kreindler LLP	<u>Plaintiffs' Supplemental Responses to Defendant Towers Watson & Co. Request for Production (Set 2).</u>
6/26/15 12:33 PM	Cutter Law P.C.	<u>Amended Notice of Deposition of Third Party Doug Arnold</u>
6/19/15 5:28 PM	Faegre Drinker Biddle & Reath LLP	<u>Defendant CalPERS' Supplemental Responses To Plaintiffs' Special Interrogatories, Set One</u>

Date & Time Posted (PDT)	Submitted By	Document Title
5/26/15 1:30 PM	Kreindler & Kreindler LLP	<u>Document Production Part 3 - Smoley 301 - 454 to Plaintiffs Elma Sanchez, Holly Wedding, Eileen Lodyga and Richard Lodyga's Responses to Defendant Towers Watson & Co.'s Request for Production of Documents (Set Two).</u>
5/26/15 1:30 PM	Kreindler & Kreindler LLP	<u>Document Production Part 2 - Smoley 151 - 300 to Plaintiffs Elma Sanchez, Holly Wedding, Eileen Lodyga and Richard Lodyga's Responses to Defendant Towers Watson & Co.'s Request for Production of Documents (Set Two).</u>
5/26/15 1:30 PM	Kreindler & Kreindler LLP	<u>Document Production Part 1 - Smoley 1 - 150 to Plaintiffs Elma Sanchez, Holly Wedding, Eileen Lodyga and Richard Lodyga's Responses to Defendant Towers Watson & Co.'s Request for Production of Documents (Set Two).</u>
5/25/15 6:45 PM	Kreindler & Kreindler LLP	<u>Plaintiffs' Responses to Defendant Towers Watson & Co.'s Special Interrogatories</u>
5/25/15 6:45 PM	Kreindler & Kreindler LLP	<u>Plaintiffs Elma Sanchez, Holly Wedding, Eileen Lodyga and Richard Lodyga's Responses to Defendant Towers Watson & Co.'s Requests for Production of Documents</u>
4/30/15 4:01 PM	Cutter Law P.C.	<u>Plaintiffs' Notice of Subpoena Duces Tecum to Long Term Care Group, Inc.</u>
4/14/15 4:12 PM	Faegre Drinker Biddle & Reath LLP	<u>Defendant CalPERS' Supplemental Response To Plaintiffs' Special Interrogatories, Set One</u>
4/1/15 1:16 PM	Kreindler & Kreindler LLP	<u>Amended Notice of Taking Depositions</u>
3/31/15 5:29 PM	Kreindler & Kreindler LLP	<u>Plaintiffs' Notice of Intent to Issue and Serve Subpoenas</u>
3/20/15 3:22 PM	Jeffer Mangels Butler & Mitchell, LLP	<u>Defendant Towers Watson & Co.'s Special Interrogatories to Plaintiff Holly Wedding_(Set One).</u>
3/20/15 3:22 PM	Jeffer Mangels Butler & Mitchell, LLP	<u>Defendant Towers Watson & Co.'s Special Interrogatories to Plaintiff Richard Lodyga (Set One).</u>
3/20/15 3:22 PM	Jeffer Mangels Butler & Mitchell, LLP	<u>Defendant Towers Watson & Co.'s Special Interrogatories to Plaintiff Eileen Lodyga (Set One).</u>
3/20/15 3:22 PM	Jeffer Mangels Butler & Mitchell, LLP	<u>Defendant Towers Watson & Co.'s Special Interrogatories to Plaintiff Elma Sanchez (Set One).</u>
3/9/15 5:23 PM	Faegre Drinker Biddle & Reath LLP	<u>Objections of California Public Employees' Retirement System to Notice of Taking Deposition of Person Most Knowledgeable</u>
3/6/15 6:48 PM	Faegre Drinker Biddle & Reath LLP	<u>Bill Slaton's Response to Plaintiffs' Request for Production, Set One</u>
3/6/15 6:48 PM	Faegre Drinker Biddle & Reath LLP	<u>Bill Slaton's Response to Plaintiffs' Special Interrogatories, Set One</u>
3/6/15 6:48 PM	Faegre Drinker Biddle & Reath LLP	<u>Bill Slaton's Response to Plaintiffs' Form Interrogatories, Set One</u>

Date & Time Posted (PDT)	Submitted By	Document Title
3/6/15 6:48 PM	Faegre Drinker Biddle & Reath LLP	<u>Priya Mathur's Response to Plaintiffs' Request for Production, Set One</u>
3/6/15 6:48 PM	Faegre Drinker Biddle & Reath LLP	<u>Priya Mathur's Response to Plaintiffs' Special Interrogatories, Set One</u>
3/6/15 6:48 PM	Faegre Drinker Biddle & Reath LLP	<u>Priya Mathur's Response to Plaintiffs' Form Interrogatories, Set One</u>
3/6/15 6:32 PM	Faegre Drinker Biddle & Reath LLP	<u>Henry Jones' Response to Plaintiffs' Request for Production, Set One</u>
3/6/15 6:32 PM	Faegre Drinker Biddle & Reath LLP	<u>Henry Jones' Response to Plaintiffs' Special Interrogatories, Set One</u>
3/6/15 6:32 PM	Faegre Drinker Biddle & Reath LLP	<u>Henry Jones' Response to Plaintiffs' Form Interrogatories, Set One</u>
3/6/15 6:32 PM	Faegre Drinker Biddle & Reath LLP	<u>JJ Jelincic's Response to Plaintiffs' Request for Production, Set One</u>
3/6/15 6:32 PM	Faegre Drinker Biddle & Reath LLP	<u>JJ Jelincic's Response to Plaintiffs' Special Interrogatories, Set One</u>
3/6/15 6:32 PM	Faegre Drinker Biddle & Reath LLP	<u>JJ Jelincic's Response to Plaintiffs' Form Interrogatories, Set One</u>
3/6/15 6:32 PM	Faegre Drinker Biddle & Reath LLP	<u>Rob Feckner's Response to Plaintiffs' Request for Production, Set One</u>
3/6/15 6:32 PM	Faegre Drinker Biddle & Reath LLP	<u>Rob Feckner's Response to Plaintiffs' Special Interrogatories, Set One</u>
3/6/15 6:32 PM	Faegre Drinker Biddle & Reath LLP	<u>Rob Feckner's Response to Plaintiffs' Form Interrogatories, Set One</u>
3/6/15 6:06 PM	Faegre Drinker Biddle & Reath LLP	<u>George Diehr's Response to Plaintiffs' Request for Production, Set One</u>
3/6/15 6:06 PM	Faegre Drinker Biddle & Reath LLP	<u>George Diehr's Response to Plaintiffs' Special Interrogatories, Set One</u>
3/6/15 6:06 PM	Faegre Drinker Biddle & Reath LLP	<u>George Diehr's Response to Plaintiffs' Form Interrogatories, Set One</u>
3/6/15 6:06 PM	Faegre Drinker Biddle & Reath LLP	<u>Richard Costigan's Response to Plaintiffs' Request for Production, Set One</u>
3/6/15 6:06 PM	Faegre Drinker Biddle & Reath LLP	<u>Richard Costigan's Response to Plaintiffs' Special Interrogatories, Set One</u>
3/6/15 6:06 PM	Faegre Drinker Biddle & Reath LLP	<u>Richard Costigan's Response to Plaintiffs' Form Interrogatories, Set One</u>
3/6/15 6:06 PM	Faegre Drinker Biddle & Reath LLP	<u>Michael Bilbrey's Response to Plaintiffs' Request for Production, Set One</u>
3/6/15 6:06 PM	Faegre Drinker Biddle & Reath LLP	<u>Michael Bilbrey's Response to Plaintiffs' Special Interrogatories, Set One</u>
3/6/15 6:06 PM	Faegre Drinker Biddle & Reath LLP	<u>Michael Bilbrey's Response to Plaintiffs' Form</u>

Date & Time Posted (PDT)	Submitted By	Interrogatories, Set One Document Title
3/6/15 11:43 AM	Reath LLP Cutter Law P.C.	<u>SECOND AMENDED NOTICE OF DEPOSITION OF THIRD PARTY SANDRA SMOLEY</u>
3/5/15 12:53 PM	Faegre Drinker Biddle & Reath LLP	<u>Defendant CalPERS' Notice of Continued Videotaped Deposition of Plaintiff Holly Wedding</u>
3/3/15 12:03 PM	Cutter Law P.C.	<u>Amended Notice of Taking Deposition of Defendant CALPERS' Persons Most Knowledgeable</u>
3/3/15 12:03 PM	Cutter Law P.C.	<u>Amended Notice of Deposition of Third Party Sandra Smoley</u>
2/26/15 9:35 AM	Cutter Law P.C.	<u>Notice of Deposition of Third Party by Deposition Subpoena (Denny Amundson)</u>
2/19/15 11:45 AM	Cutter Law P.C.	<u>Notice of Taking Deposition of Defendant Tillinghast-Towers Perrin's Persons Most Knowledgeable</u>
2/19/15 11:44 AM	Cutter Law P.C.	<u>Notice of Taking Deposition of Defendant Towers Watson Co.'s Persons Most Knowledgeable</u>
2/19/15 11:43 AM	Cutter Law P.C.	<u>Notice of Taking Deposition of Defendant Towers Perrin's Persons Most Knowledgeable</u>
2/17/15 4:13 PM	Cutter Law P.C.	<u>Notice of Deposition of Third Party by Deposition Subpoena (Doug Arnold)</u>
2/13/15 3:44 PM	Cutter Law P.C.	<u>NOTICE OF DEPOSITION OF THIRD PARTY BY DEPOSITION SUBPOENA (Sandra Smoley)</u>
2/12/15 6:15 PM	Kreindler & Kreindler LLP	<u>Plaintiff Richard and Eileen Lodyga's and Holly Wedding's Supplemental Responses to Defendant Towers Watson & Co.'s Request for Production (Set No. 1) Requests Nos. 7, 9-17, 19-22, 24-34</u>
2/10/15 9:45 PM	Faegre Drinker Biddle & Reath LLP	<u>Defendant CalPERS' Second Amended Notice Of Videotaped Deposition Of Plaintiff Holly Wedding</u>
2/10/15 5:54 PM	Faegre Drinker Biddle & Reath LLP	<u>Defendant CalPERS' Response to Plaintiffs' Request for Production, Set Two</u>
2/6/15 4:50 PM	Faegre Drinker Biddle & Reath LLP	<u>Defendant CalPERS' [Corrected] Second Amended Notice Of Videotaped Deposition Of Plaintiff Richard M. Lodyga</u>
2/6/15 4:32 PM	Faegre Drinker Biddle & Reath LLP	<u>Defendant CalPERS' Second Amended Notice of Videotaped Deposition of Richard M. Lodyga</u>
2/2/15 3:59 PM	Cutter Law P.C.	<u>[CORRECTED] Notice Of Taking Deposition Of Defendant CALPERS' Persons Most Knowledgeable</u>
2/2/15 3:24 PM	Faegre Drinker Biddle & Reath LLP	<u>DEFENDANT CALPERS' AMENDED NOTICE OF VIDEOTAPED DEPOSITION OF PLAINTIFF HOLLY WEDDING</u>
2/2/15 3:23 PM	Faegre Drinker Biddle & Reath LLP	<u>DEFENDANT CALPERS' AMENDED NOTICE OF VIDEOTAPED DEPOSITION OF PLAINTIFF ELMA SANCHEZ</u>
2/2/15 3:23 PM	Faegre Drinker Biddle & Reath LLP	<u>DEFENDANT CALPERS' AMENDED NOTICE OF VIDEOTAPED DEPOSITION OF PLAINTIFF RICHARD M. LODYGA</u>

Date & Time Posted (PDT)	Submitted By	Document Title
2/2/15 3:23 PM	Faegre Drinker Biddle & Reath LLP	<u>DEFENDANT CALPERS' NOTICE OF CONTINUED VIDEOTAPED DEPOSITION OF PLAINTIFF EILEEN LODYGA</u>
2/2/15 2:27 PM	Cutter Law P.C.	<u>Notice Of Taking Deposition Of Defendant CALPERS' Persons Most Knowledgeable</u>
2/2/15 12:38 PM	Faegre Drinker Biddle & Reath LLP	<u>Defendant CalPERS' Supplemental Response to Plaintiffs' Special Interrogatories, Set One</u>
1/8/15 4:08 PM	Shernoff Bidart Echeverria LLP	<u>Plaintiffs' Request for Production of Documents to Defendant California Public Employees Retirement System (Set Two).</u>
1/8/15 4:08 PM	Shernoff Bidart Echeverria LLP	<u>Plaintiffs' Request for Production of Documents to the Tower Defendants (Set Two).</u>
1/8/15 4:08 PM	Shernoff Bidart Echeverria LLP	<u>Plaintiffs' Special Interrogatories to the Tower Defendants (Set One), and Declaration of Clare H. Lucich Re: Additional Discovery.</u>
1/8/15 4:08 PM	Shernoff Bidart Echeverria LLP	<u>Form Interrogatories to the Tower Defendants (Set One).</u>
1/8/15 4:08 PM	Shernoff Bidart Echeverria LLP	<u>Form Interrogatories to the Board Defendants (Set One).</u>
1/8/15 4:08 PM	Shernoff Bidart Echeverria LLP	<u>Plaintiffs' Special Interrogatories to the Board Defendants (Set One).</u>
1/8/15 4:08 PM	Shernoff Bidart Echeverria LLP	<u>Plaintiffs' Request for Production of Documents to the Board Defendants (Set One).</u>
12/9/14 3:11 PM	Shernoff Bidart Echeverria LLP	<u>Plaintiff Emma Sanchez's Response to CalPers First Set of Requests for Production of Documents</u>
12/9/14 2:05 PM	Kreindler & Kreindler LLP	<u>Plaintiff Eileen Lodyga's Response to CalPers' First Set of Requests for Production of Documents</u>
12/9/14 2:05 PM	Kreindler & Kreindler LLP	<u>Plaintiff Richard Lodyga's Response to CalPers' First Set of Requests for Production of Documents</u>
11/26/14 3:26 PM	Faegre Drinker Biddle & Reath LLP	<u>Defendant CalPERS' Amended Notice of Videotaped Deposition of Plaintiff Eileen Lodyga</u>
11/7/14 3:47 PM	Faegre Drinker Biddle & Reath LLP	<u>Defendant CalPERS' First Set of Requests for Production of Documents to Plaintiff, Eileen Lodyga</u>
11/7/14 3:47 PM	Faegre Drinker Biddle & Reath LLP	<u>Defendant CalPERS' First Set of Requests for Production of Documents to Plaintiff, Richard M. Lodyga</u>
11/7/14 3:47 PM	Faegre Drinker Biddle & Reath LLP	<u>Defendant CalPERS' First Set of Requests for Production of Documents to Plaintiff, Holly Wedding</u>
11/7/14 3:47 PM	Faegre Drinker Biddle & Reath LLP	<u>Defendant CalPERS' First Set of Requests for Production of Documents to Plaintiff, Elma Sanchez</u>
10/22/14 6:47 PM	Faegre Drinker Biddle & Reath LLP	<u>DEFENDANT CALPERS'S NOTICE OF VIDEOTAPED DEPOSITION OF PLAINTIFF EILEEN LODYGA</u>
10/22/14 6:47 PM	Faegre Drinker Biddle & Reath LLP	<u>DEFENDANT CALPERS'S NOTICE OF VIDEOTAPED DEPOSITION OF PLAINTIFF RICHARD M. LODYGA</u>

Date & Time Posted (PDT)	Submitted By	Document Title
10/22/14 6:47 PM	Faegre Drinker Biddle & Reath LLP	<u>DEFENDANT CALPERS'S NOTICE OF VIDEOTAPED DEPOSITION OF PLAINTIFF HOLLY WEDDING</u>
10/22/14 6:47 PM	Faegre Drinker Biddle & Reath LLP	<u>DEFENDANT CALPERS'S NOTICE OF VIDEOTAPED DEPOSITION OF PLAINTIFF ELMA SANCHEZ</u>
10/10/14 5:33 PM	Faegre Drinker Biddle & Reath LLP	<u>DEFENDANT CALPERS'S RESPONSE TO PLAINTIFFS' SPECIAL INTERROGATORIES, SET ONE</u>
10/10/14 5:33 PM	Faegre Drinker Biddle & Reath LLP	<u>DEFENDANT CALPERS'S RESPONSE TO PLAINTIFFS' FORM INTERROGATORIES, SET ONE</u>
9/26/14 4:33 PM	Kreindler & Kreindler LLP	<u>Plaintiff Richard and Eileen Lodyga's Responses to Defendant Towers Watson & Co.'s Request for Production (Set No. 1).</u>
9/26/14 4:22 PM	Cutter Law P.C.	<u>PLAINTIFF HOLLY WEDDING'S RESPONSES TO DEFENDANT TOWERS WATSON & CO.'S REQUEST FOR PRODUCTION (SET NO. 1).</u>
9/26/14 3:40 PM	Shernoff Bidart Echeverria LLP	<u>PLAINTIFF, ELMA SANCHEZ'S RESPONSE TO DEFENDANT, TOWERS WATSON & CO.'S REQUEST FOR PRODUCTION OF DOCUMENTS, SET ONE</u>
8/20/14 4:01 PM	Jeffer Mangels Butler & Mitchell, LLP	<u>Towers Watson's First Set of Requests for Production of Documents to Richard M. Lodyga</u>
8/20/14 4:01 PM	Jeffer Mangels Butler & Mitchell, LLP	<u>Towers Watson's First Set of Requests for Production of Documents to Elma Sanchez</u>
8/20/14 4:01 PM	Jeffer Mangels Butler & Mitchell, LLP	<u>Towers Watson's First Set of Requests for Production of Documents to Eileen Lodyga</u>
8/20/14 4:01 PM	Jeffer Mangels Butler & Mitchell, LLP	<u>Towers Watson's First Set of Requests for Production of Document to Holly Wedding</u>
8/14/14 2:06 PM	Faegre Drinker Biddle & Reath LLP	<u>DEFENDANT CALPERS' AMENDED SUPPLEMENTAL RESPONSE TO PLAINTIFFS' REQUEST FOR PRODUCTION, SET ONE</u>
5/19/14 5:23 PM	Faegre Drinker Biddle & Reath LLP	<u>Defendant CalPERS' Supplemental Response to Plaintiffs' Request for Production, Set One 05.19.14</u>
4/18/14 11:20 AM	Shernoff Bidart Echeverria LLP	<u>Plaintiffs' Request for Production of Documents to the Towers Defendants (Set One).</u>
3/27/14 6:44 PM	Faegre Drinker Biddle & Reath LLP	<u>Defendant CalPERS' Response to Plaintiffs' Request for Production, Set One</u>
2/18/14 3:15 PM	Shernoff Bidart Echeverria LLP	<u>PLAINTIFFS' REQUEST FOR PRODUCTION OF DOCUMENTS TO DEFENDANT CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (SET ONE).</u>
2/3/14 4:01 PM	Shernoff Bidart Echeverria LLP	<u>PLAINTIFFS' FORM INTERROGATORIES TO DEFENDANT CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (SET ONE).</u>
2/3/14 4:01 PM	Shernoff Bidart Echeverria LLP	<u>PLAINTIFFS' SPECIAL INTERROGATORIES TO DEFENDANT CALIFORNIA PUBLIC EMPLOYEES'</u>

Date & Time Posted (PDT)	Submitted By	Document Title
		<u>RETIREMENT SYSTEM (SET ONE) AND, DECLARATION OF GREGORY L. BENTLEY RE: ADDITIONAL DISCOVERY</u>
2/3/14 4:01 PM	Shernoff Bidart Echeverria LLP	<u>PLAINTIFFS' REQUEST FOR PRODUCTION OF DOCUMENTS TO DEFENDANT CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (SET ONE).</u>

Showing 1 to 301 of 301 records (301 records selected)

*** Documents may appear in more than one folder.**

Case Anywhere does not verify the accuracy of document placement within the listed folder structure.

EXHIBIT 3

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Superior Court of California
County of Los Angeles

JAN 28 2016

Sherri R. Carter, Executive Officer/Clerk
By: Benigno Del Barrio, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

<p>ELMA SANCHEZ, ET AL,</p> <p style="text-align: right;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM, ET AL,</p> <p style="text-align: right;">Defendant.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>Case No. BC517444</p> <p>RULING ON SUBMITTED MATTER RE MOTION FOR CLASS CERTIFICATION AND RULING ON EVIDENTIARY OBJECTIONS</p> <p>Hearing Date: November 23, 2015 Submission of Supplemental Briefs: January 15, 2016</p> <p>Assigned to: HON. JANE L. JOHNSON Department 308</p>
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This court, having received and reviewed the pleadings, as well as the authorities cited therein, heard oral argument, and read and considered the supplemental briefing and authorities cited therein (1) grants the Motion for Class Certification as to (a) CalPERS on the breach of contract claim and the breach of fiduciary duty claim (on the duty of care only), and (b) Towers Watson on the negligence claim for the reasons set forth below and (2) rules on the evidentiary objections attached as Exhibit A.

BACKGROUND

1 This is a class action arising out of CalPERS' sale and/or renewal of LTC policies. The
2 Corrected First Amended Complaint alleges, *inter alia*, that CalPERS failed to deliver promised
3 benefits and imposed excessive rate increases on premiums (including an 85% rate increase
4 in 2012). It also alleges that Towers Watson & Co., Towers Perrin, and Tillinghast-Towers
5 Perrin (collectively, "Towers Defendants"), the actuarial firm that initially helped set premiums,
6 acted negligently.

7
8 Plaintiffs Holly Wedding, Richard M. Lodyga, and Eileen Lodyga (collectively, "Plaintiffs") move
9 to certify a class of persons who purchased certain Long Term Care ("LTC") policies from
10 Defendant California Public Employees' Retirement System ("CalPERS").

11 APPLICABLE LAW

12
13 CCP §382 permits certification "when the question is of a common or general interest, of many
14 persons, or when the parties are numerous, and it is impracticable to bring them all before the
15 court." The plaintiff bears the burden of demonstrating that class certification under §382 is
16 proper. See City of San Jose v. Superior Court (1974) 12 Cal.3d 447, 460; Caro v. Procter &
17 Gamble Co. (1993) 18 Cal.App.4th 644, 654. To do so, the plaintiff must "establish the
18 existence of both an ascertainable class and a well-defined community of interest among the
19 class members." See Linder v. Thrifty Oil Co. (2000) 23 Cal.4th 429, 435. The community of
20 interest requirement has three essential elements: "(1) predominant common questions of law
21 or fact; (2) class representatives with claims or defenses typical of the class; and (3) class
22 representatives who can adequately represent the class." *Id.* The plaintiff must also
23 demonstrate that the class procedure is superior to other forms of adjudication. See Reese v.
24 Wal-Mart Stores, Inc. (1999) 73 Cal.App.4th 1225, 1234.

24 DISCUSSION

25 26 (1) ASCERTAINABLE CLASS

1 Courts consider three factors when determining whether a class is ascertainable: "(1) the class
2 definition, (2) the size of the class, and (3) the means available for identifying class members.
3 [Citations.]" See Global Minerals & Metals Corp. v. Superior Court (2003) 113 Cal. App. 4th
4 836, 858.

5 California citizens who purchased LTC1 and LTC2 policies from CalPERS who
6 were subjected to the 2012 rate increase adopted by CalPERS in October 2012.¹

7 Plaintiffs state that there are more than 133,000 policyholders who fall within the class
8 definition.² In support, Plaintiffs cite to Exhibit 24 to the Talley Declaration. However, that
9 exhibit (particularly, Attachment F) simply sets forth the "Distributions of Business in force as of
10 6/30/2012," and do not necessarily show that the LTC1 and LTC2 policyholders were
11 subjected to the 2012 rate increase.

12 Defendants do not challenge numerosity.

13
14 Class members are identifiable from Defendants' records.³ CalPERS does not challenge
15 ascertainability. The Towers Defendants do challenge ascertainability. Their argument
16 appears to conflate ascertainability with commonality, claiming not that class members cannot
17 be identified, but instead should be found (apparently at the class certification stage) to have
18 sustained the same or similar injury as a result of the conduct in order to be members of the
19 class.

20 (2) COMMUNITY OF INTEREST

21
22 "The community of interest requirement has three essential elements: "(1) predominant
23 questions of law or fact; (2) class representatives with claims or defenses typical of the class;

24
25
26 ¹ See Notice of Motion, p.2. The 2012 rate increase is sometimes referred to as the 2015 increase. Although approved by the Board of
Administration in 2012, the 85% increase was spread out over two years, starting in 2015. See 2/11/13 letter from Ann Boynton to Eileen
Lodyga (attached to Thurston Declaration as Exhibit 14).

27 ² See Motion, §IV.A.

28 ³ See Motion, §IV.A.

1 and (3) class representatives who can adequately represent the class.” See Linder v. Thrifty
2 Oil Co. (2000) 23 Cal.4th 429, 435.

3 A. COMMON QUESTIONS

4
5 1. Breach of contract

6
7 Initially, Plaintiffs stated that their breach of contract claim is based on the following “three”⁴
8 theories of recovery.

- 9
- 10 • The Evidence of Coverage (“EOC”) permits CalPERS to increase premiums “only if We
11 change the premium schedule on an issue-age basis for all similar coverage issued in
12 Your state on the same form as this coverage,” but CalPERS increased premiums in
13 2012 for “reasons totally unrelated to Class Members’ issue age.”
 - 14 • The EOC prohibits premium increases due to policyholders purchasing inflation
15 protection or CalPERS’ unilateral decision to increase benefits.⁵
 - 16 • Even if CalPERS was permitted to raise premiums for reasons unrelated to issue age, it
17 was obligated to limit increases to what were “necessary and reasonable.”⁶
- 18

19 Plaintiffs contend that common questions of fact and law predominate because the breach of
20 contract claim “is resolved solely through an interpretation of the EOC which is identical for
21 every Class Member.”⁷ They contend that “[t]he core legal question is whether the CalPERS’
22 LTC contract permits rate increases to the extent those rate increases are caused by
23 CalPERS’ decisions to change the way it manages fund assets rather than the ‘claims
24 experience’ of a specific issue age,” and that “[t]he answer to this question will be decided by

25
26 ⁴ Differently, Plaintiffs’ reply states that they “have proffered four different theories of recovery on their breach of contract claim.” See
27 Reply, 3:7-8. It appears that Plaintiffs separated the second theory, which is written in the disjunctive, into two theories.

⁵ See Motion, 13:10-21 (citing to Talley Declaration, Exhibit 7, Bates-stamped PTLF – Wedding 000033 and 000041).

⁶ See Motion, 13:22-25.

⁷ See Motion, 17:23-25.

1 reference to common proof (the contracts), CalPERS' internal documents, and expert
2 testimony."⁸

3 In opposition, CalPERS contends that individual issues predominate regarding the
4 interpretation of the ambiguous EOC.⁹ Specifically, CalPERS argues that extrinsic evidence
5 regarding each class members' (1) interpretations of the EOC, (2) course of performance, and
6 (3) reasonable expectations, must be considered.¹⁰ In addition, CalPERS contends that
7 threshold factual inquiries exist as to whether any plaintiff incurred damages in the first
8 instance.¹¹

9 In their reply, Plaintiffs argue that the ambiguity of the EOC is only an issue as to one of the
10 breach of contract theories (i.e., Theory #1), and can be resolved on a class basis, and is not,
11 as CalPERS incorrectly contends that class members' subjective understanding is relevant in
12 interpreting an ambiguous contract.¹² Instead, Plaintiffs argue that the Court should look to the
13 objectively reasonable expectations of the insured.¹³ Plaintiffs also contend that the element of
14 damages does not raise individual issues.¹⁴

15 At the hearing and in its sur-reply, CalPERS contended/contends that the reasonable
16 expectations doctrine only applies to coverage disputes.¹⁵ However, Yue v. Conseco Life Ins.
17 Co. (C.D. Cal. 2012) 282 F.R.D. 469, is a rate case.¹⁶ There, the defendant primarily argued
18 that the court needed to consider the subjective understanding of each class member at the
19 time each life insurance policy was issued. See Yue, supra, 282 F.R.D. at 476. Evidence of
20 that subjective understanding would have included conversations between the class member
21 and his/her sales agent and the particular illustrations and information he/she received. *Id.*

22 ⁸ *Id.*, 17:25-18:1.

23 ⁹ See Opposition, §III.A.

24 ¹⁰ *Id.*, §§III.A.1 to III.A.3.

25 ¹¹ *Id.*, §III.B.

26 ¹² See Reply, §II.A and B.

27 ¹³ *Id.*, §II.B.2.

28 ¹⁴ *Id.*, §V.

¹⁵ See CalPERS' Sur-Reply, §I.A.

¹⁶ The plaintiff in Yue sought certification of the following class: "All California residents who own or owned a Valulife or Valuterm life insurance policy for which the cost of insurance rate change announced by [the defendant] effective November 1, 2011, has resulted or will result in higher COI [cost of insurance] rates than those applicable under the rate schedule in effect before that date." See Yue, supra, 282 F.R.D. at 474.

1 The district court rejected the defendant's argument that the plaintiffs' breach of contract claim
2 required such proof, stating in part:

3 If a provision is ambiguous, courts "consider not only the face of the contract but
4 also any extrinsic evidence that supports a reasonable interpretation." An
5 interpretation is reasonable "only if it is consistent with the *objectively reasonable*
6 *expectations* of the insured." In the context of insurance policies, the California
7 Supreme Court has noted, "It is not our role to speculate on the policyholder's
8 abstract expectations, but rather to consider reasonable expectations defined by
9 the insurer's policy language." *Id.* at 476 (italics in original).

10 As in Yue, Plaintiffs are correct that the Court need not resort to the subjective understanding
11 of the 133,000+ class members to interpret any ambiguity in the EOC. Rather, the Court
12 would need to determine the objectively reasonable expectations¹⁷ for a policyholder. Plaintiffs
13 correctly contend that this can be accomplished with common proof—e.g., the EOC, CalPERS'
14 internal documents and website, and industry standards and customs.¹⁸

15 In footnote 6 of its sur-reply, CalPERS attempts to distinguish Yue since "Yue was based at
16 least in part on the fact that it is unlikely that the understanding of any class member regarding
17 the contract provisions at issue would be implicated because there was no allegation that the
18 insurer misrepresented any of those provisions in a manner that would affect the insureds'
19 reasonable expectations." This is a distinction without a difference. The portion of Yue cited
20 by CalPERS discusses the plaintiff's UCL claim. The court first noted that since the UCL
21 statute is written in the disjunctive, the plaintiff's UCL claim need not be based on the

22
23 ¹⁷ In their sur-reply, Plaintiffs make the additional argument that the "objectively reasonable expectations" standard is also the standard for
24 interpreting adhesion contracts. See Plaintiffs' Sur-Reply, §II. Vedachalam v. Tata Consultancy Servs., Ltd. (N.D. Cal. Apr. 2, 2012, No. C
25 06-0963 CW) 2012 WL 1110004 (referred to by Plaintiffs as the "Gop" case) involved the interpretation of standard compensation clauses
26 in form contracts. The district court stated, *inter alia*: "[W]hen there is a form contract of adhesion at issue, . . . , 'the agreement 'is
27 interpreted wherever reasonable as treating alike all those similarly situated, without regard to their knowledge or understanding of the
28 standard terms of the writing.' ' '[C]ourts in construing and applying a standardized contract seek to effectuate the reasonable
expectations of the average member of the public who accepts it.'" See Vedachalam, *supra*, 2012 WL 1110004, at *9. The above
principles stated in Vedachalam apply to the parties' contract, which appears to fall within the definition of an adhesion contract. "The term
[contract of adhesion] signifies a standardized contract, which, imposed and drafted by the party of superior bargaining strength, relegates
to the subscribing party only the opportunity to adhere to the contract or reject it." See Neal v. State Farm Ins. Companies (1961) 188
Cal.App.2d 690, 694.

¹⁸ See Reply, 6:12-18.

1 “fraudulent” prong. See Yue, *supra*, 282 F.R.D. at 477. As the plaintiff’s UCL claim was based
2 on the “unlawful” and “unfair” prongs, the court stated that no “proof of deception or
3 inducement” was required. *Id.* The court proceeded to reject the defendant’s reliance on
4 Kaldenbach v. Mutual of Omaha Life Ins. Co. (2009) 178 Cal.App.4th 830, explaining that
5 “[t]he plaintiff in [Kaldenbach] alleged a UCL claim against an insurer under the theory that he
6 had been ‘misled’ by illustrations when he purchased his policy” whereas the plaintiff in Yue
7 also viewed illustrations, but “d[id] not contend . . . that she was misled.” *Id.* While Plaintiffs in
8 this case allege, *inter alia*, that promotional materials “touted the financial stability and strength
9 of [CalPERS’] LTC program,”¹⁹ at issue here is a breach of contract claim, not a UCL claim
10 based on the “fraudulent” prong.

11 CalPERS’ second argument—i.e., that the fact (as opposed to amount) of damages presents
12 individualized issues—fares no better. CalPERS points to evidence that two of the Plaintiffs
13 (Eileen Lodyga and Richard Lodyga) and other class members converted their policies into 10-
14 year plans and are not paying the 85% premium increase that is the basis of the breach of
15 contract claim. See E. Lodyga Declaration, ¶11 (stating that she “drop[ped] [her] Built-in
16 Inflation Protection as well as limit[ed] [her] Lifetime Coverage to 10 years in order to keep
17 [her] premiums from going up another 85%); R. Lodyga Declaration, ¶11 (same); Campshure
18 Depo., 30:3-12, 32:5-17, 34:1-12, 71:10-13 (attached to Thurston Declaration as Exhibit 28);
19 Goldstein Declaration,²⁰ ¶7 (stating that “28.1% of enrollees that received notification of [the
20 85%] increase elected to modify their coverage in order to avoid the increase”). It is CalPERS’
21 position that these class members “have not yet incurred damages, and will only do so in the
22 statistically very unlikely event that they require long term care for more than 10 years.” See
23 CalPERS’ Opposition, 14:14-16; see also CalPERS’ Sur-Reply, 6:10-12 (“Under these
24 circumstances, [Walker v. Pac. Indem. Co. (1960) 183 Cal.App.2d 513] dictates that putative
25 class members such as the Lodygas have not suffered any damages due to a decrease in
26 their coverage and will not suffer any damages unless and until they go on claim for more than
27 10 years.”).

28 ¹⁹ See Corrected First Amended Complaint, ¶2.

²⁰ Peter M. Goldstein is the CEO and President of Long Term Care Group, the third party administrator of CalPERS’ LTC Program.

1 However, Walker has no application here. In Walker, the insured ordered a policy with a
2 \$50,000 limit, but the insurance broker secured a policy with only a \$15,000 limit. See Walker,
3 *supra*, 183 Cal.App.2d at 515. In deciding accrual of the cause of action, the Court of Appeal
4 stated: "Until an accident occurred, bodily injury was inflicted on another, and a liability in
5 excess of the \$15,000 coverage incurred, there was no injury to [the insured] in the absence of
6 possible special facts which do not appear here." *Id.* at 516. As Plaintiffs persuasively
7 respond, Walker is distinguishable because the Walker plaintiff's damage was dependent upon
8 being adjudged liable above his \$15,000 limit in a third-party action. See Plaintiffs' Sur-Reply,
9 6:6-25. Here, by contrast, class members either kept their LTC coverage and paid the 85%
10 rate increase or reduced "lifetime" coverage to a 10-year coverage to avoid the 85% rate
11 increase.²¹

12 In sum, common issues predominate over individual issues for Plaintiffs' breach of contract
13 claim.

14 2. Breach of fiduciary duty

15 CalPERS contends that Plaintiffs' breach of fiduciary duty claim cannot be certified because
16 individualized issues regarding reliance predominate. Specifically, CalPERS argues that
17 Plaintiffs would need to establish reliance regardless of the theory they pursue (common law
18 breach of fiduciary duty or breach of fiduciary duty akin to those of ERISA fiduciaries).

19 Plaintiffs' breach of fiduciary duty claim, as alleged, is based on both (1) a breach of the duty to
20 provide "complete, timely, and accurate information about the financial stability of the LTC
21 Fund"²² (¶197) and (2) the failure to use the requisite "care, skill, prudence, and diligence" by
22 "grossly underpric[ing] premiums, fail[ing] to properly fix premiums based on the 5% inflation
23

24
25
26 ²¹ It is Plaintiffs' position that the damage of class members in the latter category is equivalent to the 85% premium increase. See
27 Plaintiffs' Sur-Reply, 5:17-6:5.

28 ²² See City of Oakland v. Public Employees' Retirement System (2002) 95 Cal.App.4th 29, 40 CalPERS has a fiduciary duty to provide
timely and accurate information to its members.").

1 protection benefit option, and engag[ing] in an improper and reckless aggressive 44%
2 investment strategy.”²³

3 As to the failure to disclose claim, Defendants are correct. Plaintiffs are essentially alleging
4 constructive fraud, the elements of which are: “(1) fiduciary relationship; (2) nondisclosure
5 (breach of fiduciary duty); (3) intent to deceive, and (4) *reliance* and resulting injury
6 (causation).” See Younan v. Equifax Inc. (1980) 111 Cal. App. 3d 498, FN14. Reliance is also
7 required in the ERISA context. See Tootle v. ARINC, Inc. (D. Md. 2004) 222 F.R.D. 88, 98
8 (denying class certification for failure to meet commonality and typicality requirements partly
9 due to individualized inquiries regarding reliance). Plaintiffs point out that Tootle was decided
10 before the Supreme Court’s decision in CIGNA Corp. v. Amara (2011) 563 U.S. 421 which
11 they claim expressly held that reliance is not an element of a claim for breach of fiduciary duty.
12 However, Amara did not “expressly h[o]ld that ‘reliance’ is not an element of a claim for breach
13 of fiduciary duty.” See Reply, 2:9-12. Rather, the issue was the relevant standard of harm for
14 awarding “appropriate equitable relief” under ERISA.²⁴ See Amara, supra, 563 U.S. at 1881.
15 According to the U.S. Supreme Court, when a court exercises authority under ERISA
16 §502(a)(3) (29 U.S.C. §1132(a)(3)), it must look to the law of equity. *Id.* Based on how equity
17 courts have ruled, the U.S. Supreme Court stated that: (1) for remedies equivalent to estoppel,
18 detrimental reliance must be shown; and (2) for other equitable remedies such as reformation
19 and surcharge, detrimental reliance “is not always necessary.” *Id.* at 1881-1882.

20 However, as to the alleged breach of the duty of “care, skill, prudence, and diligence.” no
21 reliance is required. “The elements of a cause of action for breach of fiduciary duty are the
22 existence of a fiduciary relationship, breach of fiduciary duty, and damages.” See
23 Prakashpalan v. Engstrom, Lipscomb & Lack (2014) 223 Cal.App.4th 1105, 1128. The focus
24 is on what CalPERS did or did not do in its management of the LTC policies, which does not

25 ²³ See Corrected First Amended Complaint, ¶98.

26 ²⁴ In footnote 3 of Plaintiffs’ Reply, they point out that “[t]he Constitutional amendment establishing fiduciary duty was enacted by voters in
27 1984 through Proposition 21. The ballot initiative amending the Constitution expressly indicated that the nature of CalPERS’ “fiduciary
28 duty” was modeled after the federal approach to regulating pension funds (also known as ERISA). The fact that ERISA principles apply to
CalPERS is also confirmed by various California Attorney General opinions (See 71 Ops.Cal.Atty.Gen. 129, 132 (1988); 86 Ops.
Cal.Atty.Gen 95.)”

1 implicate individualized issues. As such, common issues predominate over individual issues
2 for Plaintiffs' breach of fiduciary duty of care claim.

3 **3. Negligence – Towers Watson**

4
5 Plaintiffs assert this cause of action against the Towers Defendants arising out of the latter's
6 performance of actuarial services in connection with the LTC Fund. Plaintiffs allege that due to
7 the Towers Defendants' negligence, Plaintiffs and class members "have been forced to pay
8 exorbitant additional premiums to retain the policies purchased or reduce their benefits
9 significantly or they have been forced to cancel their policies outright."²⁵

10 Plaintiffs contend that "the question of whether Towers negligently performed its actuarial
11 duties when the program was established and whether this contributed to the 2012 rate
12 increase is a question that is resolved by evidence that is common to the Class," and that
13 "Towers' liability will be determined through a simple review of the work performed by Towers
14 and expert testimony as to whether that work satisfied the standard of care."²⁶

15 In opposition, the Towers Defendants argue that individual issues predominate as to: (1) duty;
16 (2) breach; (3) causation; (4) the fact (as opposed to the amount) of damages; and (5)
17 affirmative defenses (statute of limitations and laches).²⁷

18
19 As Plaintiffs correctly contend in their reply, there is no individualized issue as to whether there
20 is a duty in the first place. Towers' argument that "there is no basis for finding that [the Towers
21 Defendants] owed a duty to any putative class member" is a merits-based argument, which is
22 a common issue. Towers' reliance on Dep't of Fish & Game v. Superior Court (2011) 197 Cal.
23 App. 4th 1323 does not support its claim that duty is an individualized issue in this case. In
24 Dep't of Fish & Game, the Court of Appeal stated that "the existence of a duty with respect to
25 many if not most of the plaintiff class members must be determined on an individual basis,

26 ²⁵ See Corrected First Amended Complaint, ¶144.

27 ²⁶ See Motion, 18:9-13.

28 ²⁷ See Towers Defendants' Opposition, §§III.A to III.E.

1 based in part on such individual factors as the foreseeability of harm to the class member, the
2 degree of certainty the particular class member suffered injury, and the closeness of the
3 connection between the [breach] and the injury suffered." See Dep't of Fish & Game, supra,
4 197 Cal. App. 4th at 1358 (citing to Biakanja v. Irving (1958) 49 Cal. 2d 647. However, Dep't of
5 Fish & Game is factually distinguishable. The plaintiffs (including business owners and
6 operators) sued the State Department of Fish and Game for eradicating a species of fish from
7 a lake, claiming that it created a decline in tourism that adversely affected them. *Id.* at 1329.
8 The Court of Appeal stated that foreseeability could not be decided on a class-wide basis,
9 explaining that harm to some businesses (i.e., those in the tourist trade) was "certainly
10 foreseeable" while to some businesses (e.g., those indirectly involved in selling goods and
11 services to tourists) was "less clear." *Id.* at 1357. Unlike in Dep't of Fish & Game, all class
12 members were subjected to the same rate increase and the foreseeability of harm to them as a
13 result of the Towers Defendants' conduct is a common issue.

14 The other Biakanja factors also do not implicate individualized issues. The gravamen of
15 Plaintiffs' negligence claim is that the Towers Defendants failed to act with reasonable care
16 and skill in performing actuarial services at the inception of the LTC program, directly leading
17 to the 85% rate increase. The degree of certainty of class members' injury and the closeness
18 of the connection between the Towers Defendants' alleged negligence and class members'
19 injury are capable of class-wide determination.

20 The individualized issues raised by the Towers Defendants as to the other negligence
21 elements are red herrings. For example, as to breach, the Towers Defendants appears to
22 suggest that the Coopers Report²⁸ relied upon by Plaintiffs is unreliable because it limited
23 calculations to six issue ages (i.e., 40, 50, 60, 70, 80, and 90).²⁹ However, as Plaintiffs
24 correctly contend, any errors in the Coopers Report does not change the analysis because
25 Plaintiffs are alleging that the Towers Defendants' negligence impacted the entire LTC Fund,
26 which led to rate increases for all class members. See Reply to Towers Defendants'
27 Opposition, 5:11-18. As to causation, the Towers Defendants contend that "each putative

28 _____
29 ²⁸ This refers to the "Actuarial Second Opinion" dated 7/1/96 prepared by Coopers & Lybrand LLP (attached to Talley Declaration as Exhibit 15).

²⁹ See Towers Defendants' Opposition, 12:5-15 and FN4.

1 class member in this case has to prove that, *but for* [the Towers Defendants'] negligence, he or
2 she would have obtained a better result." See Towers Defendants' Opposition, 13:14-15
3 (italics in original). Plaintiffs correctly reply that the Towers Defendants mischaracterize their
4 theory; "plaintiffs are not claiming that they have been damaged because they would have
5 taken some other hypothetical alternative action at the beginning of the program," but instead,
6 "they did not receive the benefit of the bargain—an LTC policy with rates designed to remain
7 level." See Reply to Towers Defendants' Opposition, 6:14-18.

8 The mass tort actions cited by the Towers Defendants in support of their causation argument
9 are distinguishable. Kennedy v. Baxter Healthcare Corp. (1996) 43 Cal.App.4th 799 was
10 brought against various manufacturers, distributors, and sellers of latex gloves for injuries
11 sustained from an alleged allergic reaction to the gloves. There, the Court of Appeal stated
12 that causation raised an "enormous amount of individual questions" such as: the possibility
13 that the injuries were caused or exacerbated by other commonly used latex products; the
14 interaction of latex and certain foods, calling into question each plaintiff's particular diet; and
15 the type of formula used in manufacturing each particular brand of gloves. See Kennedy,
16 *supra*, 43 Cal.App.4th at 811. Brown v. Regents of Univ. of California (1984) 151 Cal.App.3d
17 982 was brought against a medical center for its alleged failure to provide adequate coronary
18 care. The Towers Defendants quote language from Brown stating that "proof of the fact of the
19 actual³⁰ violations and resulting damages raise substantial individual questions."³¹ However,
20 the Court of Appeal continued: " 'In general, mass tort actions for personal injuries are not
21 appropriate for class-action treatment ... in that the major elements in tort actions for personal
22 injuries-liability, causation, and damages-may vary widely from claim to claim. Reluctance to
23 extend class-action treatment to mass torts governs even those types of claims which
24 necessarily contain common questions of law and fact.' " See Brown, *supra*, 151 Cal.App.3d
25 at 991 (underscoring supplied) (ellipsis in original). Unlike Kennedy and Baxter, causation
26 here boils down to the issue of whether or not the 85% rate increase is attributable to the
27 Towers Defendants' actuarial advice at the inception of the LTC program.

27 ³⁰ In their quotation, the Towers Defendants use the word "individual" instead of "actual." See Towers Defendants' Sur-Reply, 6:1-3.
28 ³¹ See Towers Defendants' Sur-Reply, 6:1-2.

1 The Towers Defendants make a similar argument as CalPERS as to the fact of damage. They
2 contend that that issue will be individualized, particularly for those policyholders who converted
3 their policies with reduced premiums.³² In the example provided by the Towers Defendants,
4 they suggest that policyholder Janis Campshure was not damaged because her initial premium
5 was \$62 and her current premium after converting her policy is lower (\$52.91). However, as
6 discussed above, this presumes that a reduction of "lifetime" coverage to a 10-year coverage
7 to avoid the 85% rate increase does not constitute damages.

8 Lastly, the Towers Defendants' affirmative defenses will not raise predominantly individualized
9 issues. The Towers Defendants appear to contend that a 2003 letter³³ sent to individual
10 policyholders and a July 2003 Newsletter possibly triggered the discovery rule.³⁴ Whether the
11 2003 notices should have put class members on notice of their negligence claim is amenable
12 to common proof. It is unclear why the Towers Defendants believe that their "statute of
13 limitations defense would open the door to thousands of individual factual determinations
14 relating to the delayed discovery rule" when it is based on the same 2003 notices.

15 In sum, common issues predominate over individual issues for Plaintiffs' negligence claim.

16 4. Breach of the Implied Covenant of Good Faith and Fair Dealing, Rescission, and
17 Declaratory and Injunctive Relief

18
19 The Corrected First Amended Complaint alleges these claims in addition to the breach of
20 contract, breach of fiduciary duty, and negligence claims. However, as CalPERS pointed out
21 in its opposition, Plaintiffs' motion for class certification ignored these claims. See, e.g.,
22 Motion, §III. Then, for the first time in their reply, Plaintiffs cursorily discussed these claims.
23 See Reply, §§VI and VII.

24
25
26 ³² See Towers Defendants' Opposition, 15:12-15.

27 ³³ The Towers Defendants cites to a 7/17/03 letter to Eileen Lodyga. See Allison Declaration, Exhibit 16. They do not claim that it is
substantially different from the letters sent to other class members.

28 ³⁴ See Towers Defendants' Opposition, 17:18-18:27.

1 The Court finds that Plaintiffs failed to meet their burden as to these claims. See Sotelo v.
2 MediaNews Grp., Inc. (2012) 207 Cal. App. 4th 639, 656 (“Because appellants have the
3 burden of supporting each of the requirements for class certification with a factual showing,
4 there can be no abuse of discretion when a court finds a lack of commonality because the
5 plaintiff has not even attempted to meet that burden, as appellants here failed to do in their
6 motion.”).

7 B. TYPICALITY

8 The purpose of the typicality requirement “is to assure that the interest of the named
9 representative aligns with the interests of the class.” See Seastrom v. Neways, Inc. (2007)
10 149 Cal.App.4th 1496, 1502. As Seastrom further states:

11
12 Typicality refers to the nature of the claim or defense of the class representative,
13 and not to the specific facts from which it arose or the relief sought. The test of
14 typicality ‘is whether other members have the same or similar injury, whether the
15 action is based on conduct which is not unique to the named plaintiffs, and
16 whether other class members have been injured by the same course of conduct.’
17 See Seastrom, *supra*, 149 Cal.App.4th at 1502.

18 This test appears to have been met here. Plaintiffs, like the other class members, purchased
19 LTC policies from CalPERS that were subjected to an 85% premium rate increase in 2012.

20 CalPERS contends that the Plaintiffs’ contract claims are not typical because they are time-
21 barred since they accrued in 2003 when CalPERS first raised premiums on LTC policies by
22 30%. CalPERS further contends that the reasons for the 2012 premium increase are “no
23 different” than those for all prior premium increases, and thus, the 2012 premium increase is
24 not a separate claim.

25 To resolve the statute of limitations issue, the Court would have to inquire into the reasons for
26 the premium increases in 2003, 2007, 2010, 2011, and 2012 and whether or not they were
27 permitted under the contract. These are merits-based inquiries and common for all class
28

1 members. Further, the Court notes that CalPERS' statute of limitations argument appears to
2 be inconsistent with the argument that the Lodygas and class members who converted into a
3 10-year policy had not yet been damaged, and, thus, their statute of limitation cannot have
4 begun to run.

5 The Towers Defendants' lack-of-typicality arguments are also not well-taken. First, like
6 CalPERS, the Towers Defendants contend that the named Plaintiffs' claims are time-barred.³⁵
7 Second, the Towers Defendants contend that the named Plaintiffs' claims are atypical because
8 none of them purchased an LTC2 policy.³⁶ They point out that LTC2 policyholders were
9 informed that premium rates could increase (and had increased). See "The CalPERS Long-
10 Term Care Program 2004 PLANS AT A GLANCE & MONTHLY RATES" (attached to Allison
11 Declaration as Exhibit 19 ("Your premiums can be changed through action of the CalPERS
12 Board of Administration to ensure that there is adequate funding to pay future benefits. Rates
13 for the Program were increased in 2003.")). However, as Plaintiffs correctly contend, the type
14 of policy owned by the named Plaintiffs does not affect their typicality because both LTC1 and
15 LTC2 policyholders were subjected to the same 85% premium increase.

16 C. ADEQUACY

17 "Adequacy of representation depends on whether the plaintiff's attorney is qualified to conduct
18 the proposed litigation and the plaintiff's interests are not antagonistic to the interests of the
19 class." See McGhee v. Bank of America (1976) 60 Cal. App. 3d 442, 450. Neither Defendant
20 challenges the adequacy of class counsel.

21 CalPERS does not challenge the adequacy of the named Plaintiffs.

22
23 The Towers Defendants challenges the named Plaintiffs' adequacy based on the same
24 arguments that they made regarding lack of typicality. See Towers Defendants' Opposition,
25
26

27 ³⁵ See Towers Defendants' Opposition, 9:3-10.

28 ³⁶ *Id.*, 19:11-18.

1 §IV. Those arguments do not show that the named Plaintiffs' interests are "antagonistic to the
2 interests of the class."

3 In sum, the Court finds that the adequacy requirement has been met.
4

5 **D. SUPERIORITY/MANAGEABILITY**
6

7 Courts are required to carefully weigh respective benefits and burdens and to allow
8 maintenance of the class action only where substantial benefits accrue both to litigants and the
9 courts. See Linder v. Thrifty Oil Co. (2000) 23 Cal.4th 429, 435.

10 In Duran v. U.S. Bank National Association (2014) 59 Cal.4th 1, 29, the Court noted:
11

12 Trial courts must pay careful attention to manageability when deciding whether to
13 certify a class action. In considering whether a class action is a superior device
14 for resolving a controversy, the manageability of individual issues is just as
15 important as the existence of common questions uniting the proposed class. If
16 the court makes a reasoned, informed decision about manageability at the
17 certification stage, the litigants can plan accordingly and the court will have less
18 need to intervene later to control the proceedings.

19 Here, Plaintiffs contend that a class action is a superior method of adjudication in that it "seeks
20 a single interpretation of the rights and obligations of the parties under an identical contract."³⁷
21 They also contend that trial of the class-wide questions is manageable, reiterating that it is
22 based on a single contractual provision, a uniform rate increase, nondisclosures of the same
23 material facts, and the examination of the work performed by the Towers Defendants.³⁸

24 CalPERS' lack-of-superiority argument is not well-taken as it is based on the argument that
25 individualized issues predominate over common ones.
26

27 ³⁷ See Motion, §IV.E.

28 ³⁸ Id., §IV.F.

1 The Towers Defendants' opposition did not specifically challenge superiority/manageability. It
2 is only in their sur-reply that they make the one-sentence argument that "[t]he predominant
3 individual issues demonstrated by [the Towers Defendants] also confirm that class treatment
4 would make proof at trial unmanageable."³⁹ Again, as discussed above, common issues
5 predominate over individual issues.

6 REQUEST TO STRIKE

7 Plaintiffs request to strike the following declarations submitted in support of CalPERS'
8 opposition:

- 9
- 10 • Jeanne Schafer
 - 11 • Terri Westbrook
 - 12 • Leonard Zucker

13 They contend that the manner by which CalPERS' counsel procured the declarations were
14 "misleading and improper" because: (1) the declarants were not provided an explanation of
15 Plaintiffs' claims, a copy of the complaint (or any other documents), or class counsel's contact
16 information; (2) the declarants did not know that their declarations were being submitted for the
17 purpose of opposing class certification; and (3) Ms. Westbrook was led to believe that she was
18 not a class member. See Request to Strike, 1:12-20, 6:12-18. In support, Plaintiffs attach
19 excerpts from the declarants' depositions regarding the circumstances in which they provided
20 their declarations (including dealings with CalPERS' counsel). See Nelson Declaration,
21 Exhibits 1-3.

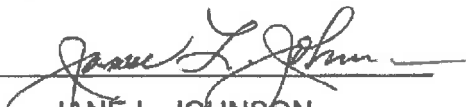
22 The request to strike is DENIED. The declarants, through their subsequently filed
23 supplemental declarations (Ms. Schafer and Ms. Westbrook) and deposition testimonies (all
24 declarants), have confirmed the accuracy of their prior declarations and have denied the
25 purported improprieties by CalPERS' counsel. See Supplemental Schafer Declaration, ¶¶3-7;
26 Supplemental Westbrook Declaration, ¶¶4-12; Thurston Declaration Re: Opposition to Request
27 to Strike, Exhibits 1-3; see also Jaimez v. DAIOS USA, Inc. (2010) 181 Cal. App. 4th 1286,

28 ³⁹ See Towers Defendants' Sur-Reply, 10:4-5.

1 1307. In addition, Plaintiffs themselves acknowledge that Mr. Zucker is not a putative class
2 member,⁴⁰ so the cases they cite regarding improper communications with putative class
3 members are inapplicable to him.

4 IT IS SO ORDERED:

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6 DATED: January 28, 2016

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9 JANE L. JOHNSON
10 Judge of the Superior Court
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28 ⁴⁰ See Request to Strike, 1:10-11.

EXHIBIT A

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FILED
Superior Court of California
County of Los Angeles

JAN 27 2016

8 Attorneys for Defendants TOWERS WATSON & CO., TOWERS
9 PERRIN, and TILLINGHAST-TOWERS PERRIN

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Deputy
BENIGNO DEL BARRIO

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

11 ELMA SANCHEZ and HOLLY WEDDING,
12 RICHARD M. LODYGA, and EILEEN
13 LODYGA individually and on behalf of all
14 others similarly situated,

Plaintiffs,

v.

15 CALIFORNIA PUBLIC EMPLOYEES'
16 RETIREMENT SYSTEM, ROB FECKNER,
17 GEORGE DIER, MICHAEL BILBERY,
18 RICHARD COSTIGAN, JJ JELINCIC,
19 HENRY JONES, PRIYA MATHUR, BILL
20 SLATON, TOWERS WATSON CO.,
21 TOWERS PERRIN, TILLINGHAST-
22 TOWERS PERRIN, and DOES 12 through 100,
23 inclusive,

Defendants.

CASE NO. BC517444

[Assigned to Hon. Jane L. Johnson, Dept. 308]

~~PROPOSED~~ ORDER RE TOWERS
WATSON DEFENDANTS' EVIDENTIARY
OBJECTIONS TO DECLARATION OF
RICHARD LODYGA FILED IN SUPPORT
OF PLAINTIFFS' MOTION FOR CLASS
CERTIFICATION

Date: November 23, 2015

Time: 1:45 p.m.

Dept.: 308

Complaint Filed: August 6, 2014

Trial Date: None Set

JMBM
Jeffer Mangels
Butler & Mitchell LLP

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OBJECTIONS TO DECLARATION OF RICHARD LODYGA

OBJECTION NUMBER 1

“In particular, I recall reviewing various charts which demonstrated that premiums for plans with the inflation protection policy were designed to remain level.” (R. Lodyga Decl., ¶ 7, page 2.)

Grounds for Objection No. 1: Hearsay (Evid. Code § 1200); secondary evidence rule (Evid. Code § 1523(a)); improper lay opinion (Evid. Code § 800).

The declarant purports to describe the contents of “various charts” but fails to specifically identify or attach them to the declaration.

Court’s Ruling on Objection No. 1: **Sustained** **Overruled**

OBJECTION NUMBER 2

“According to these charts, the inflation protection option would initially be more expensive but assured annual benefit increases and a flat premium.” (R. Lodyga Decl., ¶ 7, pages 2-3.)

Grounds for Objection No. 2: Hearsay (Evid. Code § 1200); secondary evidence rule (Evid. Code § 1523(a)); improper lay opinion (Evid. Code § 800).

The declarant purports to describe the contents of “various charts” but fails to specifically identify or attach them to the declaration.

Court’s Ruling on Objection No. 2: **Sustained** **Overruled**

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Butler & Mitchell LLP

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OBJECTION NUMBER 3

“None of the charts I reviewed suggested in any way that the premiums payments were subject to fluctuation.” (R. Lodyga Decl., ¶ 7, page 3.)

Grounds for Objection No. 3: Hearsay (Evid. Code § 1200); secondary evidence rule (Evid. Code § 1523(a)); improper lay opinion (Evid. Code § 800).

The declarant purports to describe the contents of “various charts” but fails to specifically identify or attach them to the declaration.

Court’s Ruling on Objection No. 3: / Sustained _ Overruled

DATED:

1-27-16



HON. JANE L. JOHNSON
JUDGE OF THE SUPERIOR COURT

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FILED
Superior Court of California
County of Los Angeles

JAN 27 2016

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BY *[Signature]* OFFICER/CLERK
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5 Attorneys for Defendants TOWERS WATSON & CO., TOWERS
PERRIN, and TILLINGHAST-TOWERS PERRIN

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

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11 ELMA SANCHEZ and HOLLY WEDDING,
12 RICHARD M. LODYGA, and EILEEN
LODYGA individually and on behalf of all
13 others similarly situated,
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15 Plaintiffs,
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17 v.
18 CALIFORNIA PUBLIC EMPLOYEES'
19 RETIREMENT SYSTEM, ROB FECKNER,
20 GEORGE DIER, MICHAEL BILBERY,
21 RICHARD COSTIGAN, JJ JELINCIC,
HENRY JONES, PRIYA MATHUR, BILL
22 SLATON, TOWERS WATSON CO.,
23 TOWERS PERRIN, TILLINGHAST-
24 TOWERS PERRIN, and DOES 12 through 100,
25 inclusive,
26
27 Defendants.
28

CASE NO. BC517444

[Assigned to Hon. Jane L. Johnson, Dept. 308]

**[PROPOSED] ORDER RE TOWERS
WATSON DEFENDANTS' EVIDENTIARY
OBJECTIONS TO DECLARATION OF
HOLLY WEDDING FILED IN SUPPORT
OF PLAINTIFFS' MOTION FOR CLASS
CERTIFICATION**

Date: November 23, 2015
Time: 1:45 p.m.
Dept.: 308

Complaint Filed: August 6, 2014
Trial Date: None Set

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OBJECTIONS TO DECLARATION OF HOLLY WEDDING

OBJECTION NUMBER 1

“This document was the primary source of information provided by CalPERS about the LTC Program.” (Wedding Decl., ¶ 6, page 2.)

Grounds for Objection No. 1: Lack of foundation (Cal. Evid. Code § 702(a)).

The declarant provides no personal knowledge or foundation whatsoever for this statement.

Court’s Ruling on Objection No. 1: Sustained Overruled

OBJECTION NUMBER 2

“All of this language implies that premiums were designed to remain level.” (Wedding Decl., ¶ 10, page 3.)

Grounds for Objection No. 2: Improper lay opinion (Evid. Code § 800); improper legal conclusion (*Summers v. A.L. Gilbert Co.*, 69 Cal.App.4th 1155, 1178-80 (1999)).

Court’s Ruling on Objection No. 2: Sustained Overruled

DATED:

1-27-16



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FILED
Superior Court of California
County of Los Angeles

JAN 27 2016

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BY: BENIGNO DEL BARRIO, Deputy

Attorneys for Defendants TOWERS WATSON & CO., TOWERS
PERRIN, and TILLINGHAST-TOWERS PERRIN

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ELMA SANCHEZ and HOLLY WEDDING,
RICHARD M. LODYGA, and EILEEN
LODYGA individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

CALIFORNIA PUBLIC EMPLOYEES'
RETIREMENT SYSTEM, ROB FECKNER,
GEORGE DIER, MICHAEL BILBERY,
RICHARD COSTIGAN, JJ JELINCIC,
HENRY JONES, PRIYA MATHUR, BILL
SLATON, TOWERS WATSON CO.,
TOWERS PERRIN, TILLINGHAST-
TOWERS PERRIN, and DOES 12 through 100,
inclusive,

Defendants.

CASE NO. BC517444

[Assigned to Hon. Jane L. Johnson, Dept. 308]

~~PROPOSED~~ ORDER RE TOWERS
WATSON DEFENDANTS' EVIDENTIARY
OBJECTIONS TO DECLARATION OF
EILEEN LODYGA FILED IN SUPPORT OF
PLAINTIFFS' MOTION FOR CLASS
CERTIFICATION

Date: November 23, 2015
Time: 1:45 p.m.
Dept.: 308

Complaint Filed: August 6, 2014
Trial Date: None Set

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OBJECTIONS TO DECLARATION OF EILEEN LODYGA

OBJECTION NUMBER 1

“In particular, I recall reviewing various charts which demonstrated that premiums for plans with the inflation protection policy were designed to remain level.” (E. Lodyga Decl., ¶ 7, page 3.)

Grounds for Objection No. 1: Hearsay (Evid. Code § 1200); secondary evidence rule (Evid. Code § 1523(a)); improper lay opinion (Evid. Code § 800).

The declarant purports to describe the contents of “various charts” but fails to specifically identify or attach them to the declaration.

Court’s Ruling on Objection No. 1: Sustained Overruled

OBJECTION NUMBER 2

“According to these charts, the inflation protection option would initially be more expensive but assured annual benefit increases and a flat premium.” (E. Lodyga Decl., ¶ 7, page 3.)

Grounds for Objection No. 2: Hearsay (Evid. Code § 1200); secondary evidence rule (Evid. Code § 1523(a)); improper lay opinion (Evid. Code § 800).

The declarant purports to describe the contents of “various charts” but fails to specifically identify or attach them to the declaration.

Court’s Ruling on Objection No. 2: Sustained Overruled

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OBJECTION NUMBER 3

“None of the charts I reviewed suggested in any way that the premiums payments were subject to fluctuation.” (E. Lodyga Decl., ¶ 7, page 3.)

Grounds for Objection No. 3: Hearsay (Evid. Code § 1200); secondary evidence rule (Evid. Code § 1523(a)); improper lay opinion (Evid. Code § 800).

The declarant purports to describe the contents of “various charts” but fails to specifically identify or attach them to the declaration.

Court’s Ruling on Objection No. 3: **Sustained** **Overruled**

DATED: 1-27-16



HON. JANE L. JOHNSON
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JAN 27 2016

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PERRIN, and TILLINGHAST-TOWERS PERRIN

SHERRI R. CARTER
BY: [Signature] OFFICER/CLERK
Deputy
BENIGNO DEL BARRIO

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

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SLATON, TOWERS WATSON CO.,
TOWERS PERRIN, TILLINGHAST-
TOWERS PERRIN, and DOES 12 through 100,
inclusive,

Defendants.

CASE NO. BC517444

[Assigned to Hon. Jane L. Johnson, Dept. 308]

**[PROPOSED] ORDER RE TOWERS
WATSON DEFENDANTS' EVIDENTIARY
OBJECTIONS TO DECLARATION OF
STEPHEN D. PRATER FILED IN SUPPORT
OF PLAINTIFFS' MOTION FOR CLASS
CERTIFICATION**

Date: November 23, 2015
Time: 1:45 p.m.
Dept.: 308

Complaint Filed: August 6, 2014
Trial Date: None Set

OBJECTIONS TO DECLARATION OF STEPHEN D. PRATER

OBJECTION NUMBER 1

“Finally, it is my opinion that much of the problems faced by CalPERS in this case may have been caused by the manner in which it structured the compensation of Towers and the LTCG.” (Prater Decl., ¶ 35, page 9.)

Grounds for Objection No. 1: Lack of foundation (Evid. Code §§ 403(a)); improper expert testimony because based on incorrect assumptions (Evid. Code §§ 801(b), 803); irrelevant (Evid. Code § 350).

This opinion is irrelevant because it goes to the alleged merits of Plaintiffs’ claims but not any issues relating to class certification.

This opinion is improper and lacks foundation because it is based on the incorrect assumption that Towers Watson’s compensation increased as enrollment increased with no end. To the contrary, Towers Watson’s compensation was capped after 25,000 enrollees. As Plaintiffs admit, the CalPERS LTC plan surpassed 32,000 members as early as February 1996. [See Declaration of Joseph A. Garofolo, ¶ 25.] In addition, as Plaintiffs admit, Towers Watson’s compensation was not structured on a per enrollee basis from 2001-2004. [See *id.*, ¶ 20.]

Court’s Ruling on Objection No. 1: ___ Sustained Overruled

OBJECTION NUMBER 2

“I am advised that the compensation for the LTCG and Towers was based primarily on the number of individuals who enrolled in the program. As such, the LTCG Group had a direct profit driven incentive to develop marketing materials that diminished the risks of future rate increases. Likewise, Towers had a direct profit driven incentive to underprice the policies at the beginning of the program.” (Prater Decl., ¶ 35, page 9.)

Grounds for Objection No. 2: Lack of foundation (Evid. Code §§ 403(a)); improper expert testimony because based on incorrect assumptions (Evid. Code §§ 801(b), 803); irrelevant (Evid. Code § 350).

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This opinion is irrelevant because it goes to the alleged merits of Plaintiffs' claims but not any issues relating to class certification.

This opinion is improper and lacks foundation because it is based on the incorrect assumption that Towers Watson's compensation increased as enrollment increased with no end. To the contrary, Towers Watson's compensation was capped after 25,000 enrollees. As Plaintiffs admit, the CalPERS LTC plan surpassed 32,000 members as early as February 1996. [See Declaration of Joseph A. Garofolo, ¶ 25.] In addition, as Plaintiffs admit, Towers Watson's compensation was not structured on a per enrollee basis from 2001-2004. [See id., ¶ 20.]

Court's Ruling on Objection No. 2: Sustained Overruled

DATED: 1-27-16



HON. JANE L. JOHNSON
JUDGE OF THE SUPERIOR COURT

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Butler & Mitchell LLP

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Dept. 308

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County of Los Angeles

JAN 27 2016

SHERRI R. CARTER, CLERK
BY: [Signature] Deputy
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Attorneys for Defendants TOWERS WATSON & CO., TOWERS
PERRIN, and TILLINGHAST-TOWERS PERRIN

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Plaintiffs,

v.

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RICHARD COSTIGAN, JJ JELINCIC,
HENRY JONES, PRIYA MATHUR, BILL
SLATON, TOWERS WATSON CO.,
TOWERS PERRIN, TILLINGHAST-
TOWERS PERRIN, and DOES 12 through 100,
inclusive,

Defendants.

CASE NO. BC517444

[Assigned to Hon. Jane L. Johnson, Dept. 308]

**[PROPOSED] ORDER RE TOWERS
WATSON DEFENDANTS' EVIDENTIARY
OBJECTIONS TO DECLARATION OF
STUART C. TALLEY FILED IN SUPPORT
OF PLAINTIFFS' MOTION FOR CLASS
CERTIFICATION**

Date: November 23, 2015
Time: 1:45 p.m.
Dept.: 308

Complaint Filed: August 6, 2014
Trial Date: None Set

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OBJECTIONS TO DECLARATION OF STUART C. TALLEY

OBJECTION NUMBER 1

“Attached hereto as Exhibit 16 is a true and correct copy of an April 24, 2003 letter from Towers to CalPERS, Bates Numbered TOWERS014401-05. This document was attached as Exhibit 37 to the deposition of Ann Boynton, taken August 6, 2015.” (Talley Decl., ¶ 17 and Exhibit 16, page 3.)

Grounds for Objection No. 1: Lack of foundation (Evid. Code § 403(a)); lack of authentication (Evid. Code § 1401).

The referenced exhibit is an unsigned letter marked “draft.” The declarant offers no evidence that this draft letter was ever sent.

Court’s Ruling on Objection No. 1: ___ Sustained Overruled

OBJECTION NUMBER 2


“Attached hereto as Exhibit 24 are true and [*sic*] copies of the relevant pages from the LTC Annual Actuarial Valuation (June 30, 2012), Bates Numbered CalPERS_006635 and CalPERS_006700. This report was attached as Exhibit 48 to the deposition of Ann Boynton, taken August 6, 2015.” (Talley Decl., ¶ 26 and Exhibit 24, page 4.)

Grounds for Objection No. 2: Irrelevant (Evid. Code § 350); lack of authentication (Evid. Code § 1401).

Plaintiffs purport to rely on this document to establish the number of class members covered by Plaintiffs’ class definition. [*See* Plaintiffs’ Memorandum of Points & Authorities in Support of Motion for Class Certification, pp. 16-17.] However, this document identifies only the numbers of LTC1 and LTC2 policies in force as of June 30, 2012, without regard to whether they were impacted by the subject 85% increase.

Court’s Ruling on Objection No. 2: ___ Sustained Overruled

DATED:



HON. JANE L. JOHNSON
JUDGE OF THE SUPERIOR COURT

1 JEFFER MANGELS BUTLER & MITCHELL LLP
2 SUSAN ALLISON (Bar No. 133448), SAllison@jmbm.com
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FILED
Superior Court of California
County of Los Angeles

JAN 27 2016

5 Attorneys for Defendants TOWERS WATSON & CO., TOWERS
PERRIN, and TILLINGHAST-TOWERS PERRIN

SHERRI R. CARTER, CLERK OF COURT
BY Benigno Del Barrio Deputy
BENIGNO DEL BARRIO

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OCT 30 2015

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

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11 ELMA SANCHEZ and HOLLY WEDDING,
12 RICHARD M. LODYGA, and EILEEN
LODYGA individually and on behalf of all
13 others similarly situated,

14 Plaintiffs,

15 v.

16 CALIFORNIA PUBLIC EMPLOYEES'
17 RETIREMENT SYSTEM, ROB FECKNER,
18 GEORGE DIER, MICHAEL BILBERY,
19 RICHARD COSTIGAN, JJ JELINCIC,
HENRY JONES, PRIYA MATHUR, BILL
SLATON, TOWERS WATSON CO.,
TOWERS PERRIN, TILLINGHAST-
TOWERS PERRIN, and DOES 12 through 100,
20 inclusive,

21 Defendants.

CASE NO. BC517444

[Assigned to Hon. Jane L. Johnson, Dept. 308]

**~~PROPOSED~~ ORDER RE TOWERS
WATSON DEFENDANTS' EVIDENTIARY
OBJECTIONS TO DECLARATION OF
JOSEPH A. GAROFOLO FILED IN
SUPPORT OF PLAINTIFFS' MOTION FOR
CLASS CERTIFICATION**

Date: November 23, 2015
Time: 1:45 p.m.
Dept.: 308

Complaint Filed: August 6, 2014
Trial Date: None Set

Jeffer Mangels
Butler & Mitchell LLP

JMBM

OBJECTIONS TO DECLARATION OF JOSEPH A. GAROFOLO

OBJECTION NUMBER 1

“Towers had an incentive to increase enrollment based on its compensation.” (Garofolo Decl., ¶ 13, page 5.)

Grounds for Objection No. 1: Lack of foundation (Evid. Code §§ 403(a)); improper expert testimony because based on incorrect assumptions (Evid. Code §§ 801(b), 803); irrelevant (Evid. Code § 350).

This opinion is irrelevant because it goes to the alleged merits of Plaintiffs’ claims but not any issues relating to class certification.

This opinion lacks foundation because it is based on the incorrect assumption that Towers Perrin’s compensation increased as enrollment increased with no end. To the contrary, Towers Perrin’s compensation was capped after 25,000 enrollees. As the declarant admits, the CalPERS LTC plan surpassed 32,000 members as early as February 1996. [Garofolo Decl., ¶ 25.] In addition, as the declarant admits, Towers Perrin’s compensation was not structured on a per enrollee basis from 2001-2004. [See *id.*, ¶ 20.]

Court’s Ruling on Objection No. 1: Sustained Overruled

OBJECTION NUMBER 2

“Towers’ advice regarding an 8% discount rate reflects that, as a service provider, Towers failed to appreciate the nature of the LTC product offered by [*sic*] Program.” (Garofolo Decl., ¶ 13, page 5.)

Grounds for Objection No. 2: Lack of foundation (Evid. Code §§ 403(a)); improper expert testimony based on (undisclosed) material that may not reasonably be relied upon (Evid. Code §§ 801(b), 803); irrelevant (Evid. Code § 350).

This opinion is irrelevant because it goes to the alleged merits of Plaintiffs’ claims but not any issues relating to class certification.

Court’s Ruling on Objection No. 2: Sustained Overruled

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OBJECTION NUMBER 3

“Towers had a conflict due to its compensation arrangement.” (Garofolo Decl., ¶ 13, page 6.)

Grounds for Objection No. 3: Lack of foundation (Evid. Code §§ 403(a)); improper expert testimony because based on incorrect assumptions (Evid. Code §§ 801(b), 803); irrelevant (Evid. Code § 350).

This opinion is irrelevant because it goes to the alleged merits of Plaintiffs’ claims but not any issues relating to class certification.

This opinion lacks foundation because it is based on the incorrect assumption that Towers Perrin’s compensation increased as enrollment increased with no end. To the contrary, Towers Perrin’s compensation was capped after 25,000 enrollees. As the declarant admits, the CalPERS LTC plan surpassed 32,000 members as early as February 1996. [Garofolo Decl., ¶ 25.] In addition, as the declarant admits, Towers Perrin’s compensation was not structured on a per enrollee basis from 2001-2004. [See *id.*, ¶ 20.]

Court’s Ruling on Objection No. 3: ___ Sustained Overruled

OBJECTION NUMBER 4

“Towers’ services included preparing annual actuarial reports, providing guidelines for “appropriate reserve levels” for the Program’s trust fund and premium adjustments, discussion of the marketplace for LTC and effects of the marketplace on the Program, consultation regarding Program underwriting criteria, and analysis of administrative and design changes to the Program. (See TOWERS015770).” (Garofolo Decl., ¶ 20, page 8.)

Grounds for Objection No. 4: Hearsay (Evid. Code § 1200); secondary evidence rule (Evid. Code § 1523(a)).

The declarant improperly assumes that Towers Perrin provided those services, based on contractual language that makes clear only hat CalPERS could request such service.

Court’s Ruling on Objection No. 4: ___ Sustained Overruled

1 Program to an insured arrangement, but noted that such a conversion would be difficult because
2 insurers would apply a discount rate lower than 7.5% and require assets in excess of those
3 maintained by the Program. (See TOWERS014405).” (Garofolo Decl., ¶ 43, pages 14-15.)

4 **Grounds for Objection No. 6:** Lack of foundation (Evid. Code §§ 403(a)); hearsay (Evid.
5 Code § 1200); secondary evidence rule (Evid. Code § 1523(a)); assumes facts not in evidence.
6 There is also no evidence that this draft letter ever was sent.

7 **Court’s Ruling on Objection No. 6:** Sustained Overruled

8
9 **OBJECTION NUMBER 7**

10 “Until 2001, Towers had an incentive to increase enrollment based on its compensation.”
11 (Garofolo Decl., ¶ 65, page 22.)

12 **Grounds for Objection No. 7:** Lack of foundation (Evid. Code §§ 403(a)); improper
13 expert testimony because based on incorrect assumptions (Evid. Code §§ 801(b), 803); irrelevant
14 (Evid. Code § 350).

15 This opinion is irrelevant because it goes to the merit of Plaintiffs’ claims but not any issues
16 relating to class certification.

17 This opinion lacks foundation because it is based on the incorrect assumption that Towers
18 Perrin’s compensation increased as enrollment increased with no end. To the contrary, Towers
19 Perrin’s compensation was capped after 25,000 enrollees. As the declarant admits, the CalPERS
20 LTC plan surpassed 32,000 members as early as February 1996. [Garofolo Decl., ¶ 25.]

21 **Court’s Ruling on Objection No. 7:** Sustained Overruled

22
23 **OBJECTION NUMBER 8**

24 “I would have concluded that Towers was not providing objective advice and that Towers
25 should have been replaced.” (Garofolo Decl., ¶ 65, page 22.)

26 **Grounds for Objection No. 8:** Lack of foundation (Evid. Code §§ 403(a)); improper
27 expert testimony because based on incorrect assumptions (Evid. Code §§ 801(b), 803); irrelevant
28 (Evid. Code § 350).

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This opinion is irrelevant because it goes to the merit of Plaintiffs' claims but not any issues relating to class certification. To the extent the declarant suggests that Towers Perrin's services in this regard fell below the standard of care, he offers no foundation for that opinion and no actuarial qualifications for being able to offer that opinion.

Court's Ruling on Objection No. 8: Sustained Overruled

OBJECTION NUMBER 9

"Coopers took issue with Towers' justification of an 8% discount rate based on Towers' assertion that insurers are conservative and PERS' record of achieving high returns. Coopers emphasized that insurers should be conservative 'not for profits so much as the need to consider the long-term risks this [LTC] product presents.' (See CalPERS 006763). Towers' advice regarding an 8% discount rate reflects that, as a service provider, Towers failed to appreciate the nature of the LTC product offered by Program." (Garofolo Decl., ¶ 67, page 22.)

Grounds for Objection No. 9: Lack of foundation (Evid. Code §§ 403(a)); hearsay (Evid. Code § 1200); secondary evidence rule (Evid. Code § 1523(a)); misstates Coopers report.

To the extent the declarant suggests that Towers Perrin's services in this regard fell below the standard of care, he offers no foundation for that opinion and no actuarial qualifications for being able to offer that opinion.

Court's Ruling on Objection No. 9: Sustained Overruled

1 **OBJECTION NUMBER 10**

2 "As discussed above, Towers had a conflict due to its compensation arrangement and the
3 same is true, to an even greater extent, with LTCG." (Garofolo Decl., ¶ 74, page 25.)

4 **Grounds for Objection No. 10:** Lack of foundation (Evid. Code §§ 403(a)); improper
5 expert testimony because based on incorrect assumptions (Evid. Code §§ 801(b), 803); irrelevant
6 (Evid. Code § 350).

7 This opinion is irrelevant because it goes to the merit of Plaintiffs' claims but not any issues
8 relating to class certification.

9 This opinion is improper and lacks foundation because it is based on the incorrect
10 assumption that Towers Perrin's compensation increased as enrollment increased with no end. To
11 the contrary, Towers Perrin's compensation was capped after 25,000 enrollees. As the declarant
12 admits, the CalPERS LTC plan surpassed 32,000 members as early as February 1996. [Garofolo
13 Decl., ¶ 25.] In addition, as the declarant admits, Towers Perrin's compensation was not structured
14 on a per enrollee basis from 2001-2004. [See *id.*, ¶ 20.]

15 **Court's Ruling on Objection No. 10:** ___ Sustained Overruled

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18 DATED: 1-27-16

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20 _____
21 HON. JANE L. JOHNSON
22 JUDGE OF THE SUPERIOR COURT

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SHERRI R. CABRERA, CLERK
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SLATON, TOWERS WATSON CO.,
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TOWERS PERRIN, and DOES 12 through 100,
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Defendants.

CASE NO. BC517444

[Assigned to Hon. Jane L. Johnson, Dept. 308]

~~PROPOSED~~ ORDER RE TOWERS
WATSON DEFENDANTS' EVIDENTIARY
OBJECTIONS TO DECLARATION OF
BRIAN D RANKIN FILED IN SUPPORT OF
PLAINTIFFS' MOTION FOR CLASS
CERTIFICATION

Date: November 23, 2015
Time: 1:45 p.m.
Dept.: 308

Complaint Filed: August 6, 2014
Trial Date: None Set

OBJECTIONS TO DECLARATION OF BRIAN D RANKIN

OBJECTION NUMBER 1

“It is well understood in the LTC industry that equities are not an appropriate investment for an LTC fund.” (Rankin Decl., ¶ 5, page 3.)

Grounds for Objection No. 1: Lack of foundation (Evid. Code § 403(a)).

Court’s Ruling on Objection No. 1: ___ Sustained Overruled

OBJECTION NUMBER 2

“Also, for profit LTC insurers incorporate reserves into their pricing structure.” (Rankin Decl., ¶ 6, page 3.)

Grounds for Objection No. 2: Lack of foundation (Evid. Code §§ 403(a)); irrelevant (Evid. Code § 350). CalPERS is not a for profit LTC insurer.

Court’s Ruling on Objection No. 2: ___ Sustained Overruled

OBJECTION NUMBER 3

“As a result of these unorthodox strategies, premiums from the beginning were not designed to remain level. Instead, there was almost a certainty that rate increases would be required down the road, including the 85% rate increase that was announced in 2012.” (Rankin Decl., ¶ 7, page 3.)

Grounds for Objection No. 3: Lack of foundation (Evid. Code § 403(a)); improper expert testimony unsupported by any disclosed material that may be reasonably be relied upon (Evid. Code §§ 801(b), 803).

Furthermore, Mr. Rankin’s Declaration violates Actuarial Standard of Practice (“ASOP”) No. 41, which requires an actuary to document his findings in such a manner that another actuary can determine if the finding is reasonable. Section 3.2 of ASOP No. 41 states that “in the actuarial report, the actuary should state the actuarial findings, and identify the methods, procedures, assumptions, and data used by the actuary with sufficient clarity that another actuary qualified in the same practice area could make an objective appraisal of the reasonableness of the actuary’s work as

1 presented in the actuarial report.” As defined by section 2.4 of ASOP No. 41, the Rankin
2 Declaration is an actuarial report that is subject to ASOP No. 41. However, Mr. Rankin fails to
3 identify any actuarial findings, methods, procedures, assumptions or data used to support the bare
4 conclusion set forth in his Declaration.

5 **Court’s Ruling on Objection No. 3:** ___ Sustained Overruled

6
7 **OBJECTION NUMBER 4**

8 “In this second opinion, Coopers expressly told CalPERS that its investment strategy and
9 pricing structure was highly unusual and was likely to lead to rate increases in the future. The
10 Coopers report indicates that there was at least a 71% chance that CalPERS would be forced to raise
11 rates in the future. Also, Coopers advised CalPERS that its premiums were simply too low and
12 recommended that it increase premiums in 1996 to avoid much larger rate increases down the road.”
13 (Rankin Decl., ¶ 8, page 3.)

14 **Grounds for Objection No. 4:** Lack of foundation (Evid. Code § 403(a)); hearsay (Evid.
15 Code § 1200); secondary evidence rule (Evid. Code § 1523(a)); mischaracterizes the document.

16 **Court’s Ruling on Objection No. 4:** ___ Sustained Overruled

17
18 **OBJECTION NUMBER 5**

19 “It is my opinion that had CalPERS heeded Coopers’ advice in 1996 there would have been
20 no need for the very large announced rate increase in 2012.” (Rankin Decl., ¶ 8, page 3.)

21 **Grounds for Objection No. 5:** Lack of foundation (Evid. Code § 403(a)); improper expert
22 testimony unsupported by any disclosed material that may be reasonably be relied upon (Evid. Code
23 §§ 801(b), 803).

24 Furthermore, Mr. Rankin’s Declaration violates Actuarial Standard of Practice (“ASOP”)
25 No. 41, which requires an actuary to document his findings in such a manner that another actuary
26 can determine if the finding is reasonable. Section 3.2 of ASOP No. 41 states that “in the actuarial
27 report, the actuary should state the actuarial findings, and identify the methods, procedures,
28 assumptions, and data used by the actuary with sufficient clarity that another actuary qualified in the

1 same practice area could make an objective appraisal of the reasonableness of the actuary's work as
2 presented in the actuarial report." As defined by section 2.4 of ASOP No. 41, the Rankin
3 Declaration is an actuarial report that is subject to ASOP No. 41. However, Mr. Rankin fails to
4 identify any actuarial findings, methods, procedures, assumptions or data used to support the bare
5 conclusion set forth in his Declaration.

6 **Court's Ruling on Objection No. 5:** ___ Sustained Overruled

7
8 **OBJECTION NUMBER 6**

9 "In the commercial context, it is my opinion that state regulators would be unwilling to
10 permit an insurance carrier to increase premiums because they 'lost money on the stock market' or
11 wanted to 'change their investment strategy.'" (Rankin Decl., ¶ 9, page 3.)

12 **Grounds for Objection No. 6:** Lack of foundation (Evid. Code § 403(a)); irrelevant (Evid.
13 Code § 350). This opinion is irrelevant because CalPERS did not operate an LTC plan that was
14 subject to state regulations applicable to for-profit insurance carriers. Mr. Rankin also lays no
15 foundation to support his speculation as to what a state regulator would or would not permit
16 commercial insurance carriers to do.

17 **Court's Ruling on Objection No. 6:** ___ Sustained Overruled

18
19 **OBJECTION NUMBER 7**

20 "However, these guaranteed renewable provisions are universally not construed to provide
21 insurance carriers unlimited ability to raise premiums for any reason and to any extent. Instead,
22 they are interpreted by insurance carriers and insurance commissioners to permit reasonable rate
23 increases for reasons related to the claims experience of various insured's within a specific issue
24 age. Seeking across the board rate increases as a result of an insurance carrier's decision to change
25 investment strategies or its reserve policy is unrelated to claims experience or an insured's 'issue
26 age.'" (Rankin Decl., ¶ 10, page 4.)

27 **Grounds for Objection No. 7:** Irrelevant (Evid. Code § 350); lack of foundation (Evid.
28 Code § 403(a)); improper expert testimony unsupported by any disclosed material that may be

1 reasonably be relied upon (Evid. Code §§ 801(b), 803).

2 Mr. Rankin lays no foundation to support his speculation as to how “insurance carriers and
3 insurance commissioners” would interpret these, or any other, types of provisions.

4 **Court’s Ruling on Objection No. 7:** Sustained Overruled

5
6 **OBJECTION NUMBER 8**

7 “Fifth, it is my opinion that the actuarial work performed by the Towers defendants at the
8 beginning of the program fell below the professional standard of care. The assumptions used at the
9 outset of the program were improperly created, and Towers should have advised CalPERS that its
10 investment strategy and reserve policy were likely to lead to rate increases down the road.” (Rankin
11 Decl., ¶ 11, page 4.)

12 **Grounds for Objection No. 8:** Irrelevant (Evid. Code § 350); lack of foundation (Evid.
13 Code § 403(a)); improper expert testimony unsupported by any disclosed material that may be
14 reasonably be relied upon (Evid. Code §§ 801(b), 803).

15 Furthermore, Mr. Rankin’s Declaration violates Actuarial Standard of Practice (“ASOP”)
16 No. 41, which requires an actuary to document his findings in such a manner that another actuary
17 can determine if the finding is reasonable. Section 3.2 of ASOP No. 41 states that “in the actuarial
18 report, the actuary should state the actuarial findings, and identify the methods, procedures,
19 assumptions, and data used by the actuary with sufficient clarity that another actuary qualified in the
20 same practice area could make an objective appraisal of the reasonableness of the actuary’s work as
21 presented in the actuarial report.” As defined by section 2.4 of ASOP No. 41, the Rankin
22 Declaration is an actuarial report that is subject to ASOP No. 41. However, Mr. Rankin fails to
23 identify any actuarial findings, methods, procedures, assumptions or data used to support the bare
24 conclusion set forth in his Declaration.

25 **Court’s Ruling on Objection No. 8:** Sustained Overruled

26
27 **OBJECTION NUMBER 9**

28 “It is my opinion that Tower’s [*sic*] failure to comply with the appropriate standard of care

1 substantially contributed to the rate increases that occurred throughout the program and,
2 specifically, the announced rate increases in 2012.” (Rankin Decl., ¶ 11, page 4.)

3 **Grounds for Objection No. 9:** Irrelevant (Evid. Code § 350); lack of foundation (Evid.
4 Code § 403(a)); improper expert testimony unsupported by any disclosed material that may be
5 reasonably be relied upon (Evid. Code §§ 801(b), 803).

6 Furthermore, Mr. Rankin’s Declaration violates Actuarial Standard of Practice (“ASOP”)
7 No. 41, which requires an actuary to document his findings in such a manner that another actuary
8 can determine if the finding is reasonable. Section 3.2 of ASOP No. 41 states that “in the actuarial
9 report, the actuary should state the actuarial findings, and identify the methods, procedures,
10 assumptions, and data used by the actuary with sufficient clarity that another actuary qualified in the
11 same practice area could make an objective appraisal of the reasonableness of the actuary’s work as
12 presented in the actuarial report.” As defined by section 2.4 of ASOP No. 41, the Rankin
13 Declaration is an actuarial report that is subject to ASOP No. 41. However, Mr. Rankin fails to
14 identify any actuarial findings, methods, procedures, assumptions or data used to support the bare
15 conclusion set forth in his Declaration.

16 **Court’s Ruling on Objection No. 9:** Sustained Overruled

17
18 **OBJECTION NUMBER 10**

19 “A one point drop in the assumed investment income rate results in a 7 percent increase in
20 level benefit LTC premium rates and an 11 percent increase in premium rates for policies that
21 provide inflation benefits.” (Rankin Decl., ¶ 19, pages 5-6.)

22 **Grounds for Objection No. 10:** Irrelevant (Evid. Code § 350); lack of foundation (Evid.
23 Code § 403(a)); improper expert testimony unsupported by any disclosed material that may be
24 reasonably be relied upon (Evid. Code §§ 801(b), 803).

25 Furthermore, Mr. Rankin’s Declaration violates Actuarial Standard of Practice (“ASOP”)
26 No. 41, which requires an actuary to document his findings in such a manner that another actuary
27 can determine if the finding is reasonable. Section 3.2 of ASOP No. 41 states that “in the actuarial
28 report, the actuary should state the actuarial findings, and identify the methods, procedures,

1 assumptions, and data used by the actuary with sufficient clarity that another actuary qualified in the
2 same practice area could make an objective appraisal of the reasonableness of the actuary's work as
3 presented in the actuarial report." As defined by section 2.4 of ASOP No. 41, the Rankin
4 Declaration is an actuarial report that is subject to ASOP No. 41. However, Mr. Rankin fails to
5 identify any actuarial findings, methods, procedures, assumptions or data used to support the bare
6 conclusion set forth in his Declaration.

7 **Court's Ruling on Objection No. 10:** ___ Sustained Overruled

8
9 **OBJECTION NUMBER 11**

10 "The NAIC modifies the model act and regulation frequently to improve policyholder
11 coverage and strengthen consumer protection. To prevent the continuation of sizeable rate
12 increases and to mitigate the need for future rate increases, NAIC developed and approved a new
13 Long-Term Care Insurance Model Regulation on August 17, 2000. In addition to concerns about
14 rate increases, regulators wanted to ensure that any potential for future rate increases be adequately
15 disclosed to consumers." (Rankin Decl., ¶ 24, page 7.)

16 **Grounds for Objection No. 11:** Irrelevant (Evid. Code § 350); lack of foundation (Evid.
17 Code § 403(a)); improper expert testimony as to the meaning or interpretation of a regulation (Evid.
18 Code § 801). Mr. Rankin lays no foundation to support his speculation about state regulators'
19 concerns.

20 **Court's Ruling on Objection No. 11:** ___ Sustained Overruled

21
22 **OBJECTION NUMBER 12**

23 "It is highly unlikely that the California Department of Insurance would have approved the
24 85% rate increase that CalPERS enacted in 2012 because it would have run afoul of A.B. 999. The
25 assumed investment rate is not less than the maximum valuation rate for contract reserves
26 (CalPERS assumed a 5.75% investment yield which is significantly greater than the valuation rate
27 for contract reserves is 3.50%). And, there was no demonstration of the projected loss ratio."
28 (Rankin Decl., ¶ 28, page 9.)

1 for-profit insurers on which he bases his opinion.

2 **Court's Ruling on Objection No. 14:** ___ Sustained Overruled

3
4 **OBJECTION NUMBER 15**

5 "In 2001-2002 and 2007-2008 the LTC Fund suffered significant investment losses which
6 resulted in a loss of \$1,000,000,000 in assets." (Rankin Decl., ¶ 36, page 11.)

7 **Grounds for Objection No. 15:** Lack of foundation (Evid. Code § 403(a)).

8 Furthermore, Mr. Rankin's Declaration violates Actuarial Standard of Practice ("ASOP")
9 No. 41, which requires an actuary to document his findings in such a manner that another actuary
10 can determine if the finding is reasonable. Section 3.2 of ASOP No. 41 states that "in the actuarial
11 report, the actuary should state the actuarial findings, and identify the methods, procedures,
12 assumptions, and data used by the actuary with sufficient clarity that another actuary qualified in the
13 same practice area could make an objective appraisal of the reasonableness of the actuary's work as
14 presented in the actuarial report." As defined by section 2.4 of ASOP No. 41, the Rankin
15 Declaration is an actuarial report that is subject to ASOP No. 41. However, Mr. Rankin fails to
16 identify any actuarial findings, methods, procedures, assumptions or data used to support the bare
17 conclusion set forth in his Declaration.

18 **Court's Ruling on Objection No. 15:** ___ Sustained Overruled

19
20 **OBJECTION NUMBER 16**

21 "Had these losses not occurred the announced 85% rate increase would be unnecessary."
22 (Rankin Decl., ¶ 36, page 11.)

23 **Grounds for Objection No. 16:** Lack of foundation (Evid. Code § 403(a)); improper
24 expert testimony unsupported by any disclosed material that may be reasonably be relied upon
25 (Evid. Code §§ 801(b), 803).

26 Furthermore, Mr. Rankin's Declaration violates Actuarial Standard of Practice ("ASOP")
27 No. 41, which requires an actuary to document his findings in such a manner that another actuary
28 can determine if the finding is reasonable. Section 3.2 of ASOP No. 41 states that "in the actuarial

1 report, the actuary should state the actuarial findings, and identify the methods, procedures,
2 assumptions, and data used by the actuary with sufficient clarity that another actuary qualified in the
3 same practice area could make an objective appraisal of the reasonableness of the actuary's work as
4 presented in the actuarial report." As defined by section 2.4 of ASOP No. 41, the Rankin
5 Declaration is an actuarial report that is subject to ASOP No. 41. However, Mr. Rankin fails to
6 identify any actuarial findings, methods, procedures, assumptions or data used to support the bare
7 conclusion set forth in his Declaration.

8 **Court's Ruling on Objection No. 16:** ___ Sustained Overruled

9
10 **OBJECTION NUMBER 17**

11 "CalPERS failed to react to the low investment gains and staggering investment losses of the
12 LTC fund and failed at asset/liability management. Instead of investing in assets appropriate to
13 funding future LTC benefits, CalPERS instead pursued an investment strategy that failed to match
14 assets to liabilities. And, it failed to increase investment returns. They have failed to invest in the
15 proper types of assets, and the rate increase request is predicated on assuming a lower discount
16 rate." (Rankin Decl., ¶ 39, page 12.)

17 **Grounds for Objection No. 17:** Lack of foundation (Evid. Code § 403(a)); improper
18 expert testimony unsupported by any disclosed material that may be reasonably be relied upon
19 (Evid. Code §§ 801(b), 803).

20 Furthermore, Mr. Rankin's Declaration violates Actuarial Standard of Practice ("ASOP")
21 No. 41, which requires an actuary to document his findings in such a manner that another actuary
22 can determine if the finding is reasonable. Section 3.2 of ASOP No. 41 states that "in the actuarial
23 report, the actuary should state the actuarial findings, and identify the methods, procedures,
24 assumptions, and data used by the actuary with sufficient clarity that another actuary qualified in the
25 same practice area could make an objective appraisal of the reasonableness of the actuary's work as
26 presented in the actuarial report." As defined by section 2.4 of ASOP No. 41, the Rankin
27 Declaration is an actuarial report that is subject to ASOP No. 41. However, Mr. Rankin fails to
28 identify any actuarial findings, methods, procedures, assumptions or data used to support the bare

1 conclusion set forth in his Declaration.

2 **Court's Ruling on Objection No. 17:** Sustained Overruled

3
4

OBJECTION NUMBER 18

5 "This philosophy (that insurance companies are investment vehicles) has worked its way
6 into how regulators review rate increase filings. It is one thing for a company to miss an expected
7 assumption (like incidence rates on LTC insurance in an ever changing world) but it is another thing
8 entirely to approach an insurance department and ask for a rate increase on an LTC policy based on
9 a failure to meet an investment rate (see CA S.B. 999 above)." (Rankin Decl., ¶ 40, page 12.)

10 **Grounds for Objection No. 18:** Lack of foundation (Evid. Code § 403(a)); speculation;
11 irrelevant (Evid. Code § 350) because CalPERS is not subject to the rules applicable to regulated,
12 for-profit insurers. Mr. Rankin lays no foundation supporting his speculation as to how state
13 regulators "review rate increase filings" or how they would address a request for a rate increase.

14 **Court's Ruling on Objection No. 18:** Sustained Overruled

15
16

OBJECTION NUMBER 19

17 "If CalPERS had simply modified the portfolio it would not have needed the 85% rate
18 increase announced in 2012." (Rankin Decl., ¶ 43, page 14.)

19 **Grounds for Objection No. 19:** Lack of foundation (Evid. Code § 403(a)); improper
20 expert testimony unsupported by any disclosed material that may be reasonably be relied upon
21 (Evid. Code §§ 801(b), 803).

22 Furthermore, Mr. Rankin's Declaration violates Actuarial Standard of Practice ("ASOP")
23 No. 41, which requires an actuary to document his findings in such a manner that another actuary
24 can determine if the finding is reasonable. Section 3.2 of ASOP No. 41 states that "in the actuarial
25 report, the actuary should state the actuarial findings, and identify the methods, procedures,
26 assumptions, and data used by the actuary with sufficient clarity that another actuary qualified in the
27 same practice area could make an objective appraisal of the reasonableness of the actuary's work as
28 presented in the actuarial report." As defined by section 2.4 of ASOP No. 41, the Rankin

1 Declaration is an actuarial report that is subject to ASOP No. 41. However, Mr. Rankin fails to
2 identify any actuarial findings, methods, procedures, assumptions or data used to support the bare
3 conclusion set forth in his Declaration.

4 **Court's Ruling on Objection No. 19:** ___ Sustained Overruled

5
6 **OBJECTION NUMBER 20**

7 "In 1996, CalPERS commissioned a second opinion by Coopers on its LTC program and the
8 actuarial assumptions. In the report, Coopers clearly state that there were numerous problems with
9 the assumptions used in the development of the CalPERS LTC premiums. This insight was
10 available in 1996, and CalPERS failed to act." (Rankin Decl., ¶ 44, page 14.)

11 **Grounds for Objection No. 20:** Improper expert testimony (Evid. Code § 801); secondary
12 evidence rule (Evid. Code § 1520); hearsay (Evid. Code § 1200); mischaracterizes the Coopers
13 Report.

14 **Court's Ruling on Objection No. 20:** ___ Sustained Overruled

15
16 **OBJECTION NUMBER 21**

17 "Although assumptions are based on estimates, the Coopers Report includes multiple
18 warnings that CalPERS program was not set up correctly." (Rankin Decl., ¶ 45, page 14.)

19 **Grounds for Objection No. 21:** Secondary evidence rule (Evid. Code § 1520); hearsay
20 (Evid. Code § 1200); mischaracterizes the Coopers Report.

21 **Court's Ruling on Objection No. 21:** ___ Sustained Overruled

22
23 **OBJECTION NUMBER 22**

24 "Had the CalPERS Board followed the advice of its retained second opinion experts, the
25 85% rate increase would have been avoided." (Rankin Decl., ¶ 45, page 14.)

26 **Grounds for Objection No. 22:** Lack of foundation (Evid. Code § 403(a)); improper
27 expert testimony unsupported by any disclosed material that may be reasonably be relied upon
28 (Evid. Code §§ 801(b), 803).

1 Furthermore, Mr. Rankin’s Declaration violates Actuarial Standard of Practice (“ASOP”) 1
2 No. 41, which requires an actuary to document his findings in such a manner that another actuary 2
3 can determine if the finding is reasonable. Section 3.2 of ASOP No. 41 states that “in the actuarial 3
4 report, the actuary should state the actuarial findings, and identify the methods, procedures, 4
5 assumptions, and data used by the actuary with sufficient clarity that another actuary qualified in the 5
6 same practice area could make an objective appraisal of the reasonableness of the actuary’s work as 6
7 presented in the actuarial report.” As defined by section 2.4 of ASOP No. 41, the Rankin 7
8 Declaration is an actuarial report that is subject to ASOP No. 41. However, Mr. Rankin fails to 8
9 identify any actuarial findings, methods, procedures, assumptions or data used to support the bare 9
10 conclusion set forth in his Declaration. 10

11 **Court’s Ruling on Objection No. 22:** Sustained Overruled

12
13 **OBJECTION NUMBER 23**

14 “In the Coopers report, the authors compare the projected fund balance to the GPV reserve 14
15 under seven different scenarios and in five out of seven projected scenarios, the GPV is greater than 15
16 the Fund balance demonstrating that a rate increase was required. Based on this analysis the 16
17 probability of CalPERS needing to increase LTC rates was a staggering 71.4% (5/7).” (Rankin 17
18 Decl., ¶ 47, page 15.) 18

19 **Grounds for Objection No. 23:** Lack of foundation (Evid. Code § 403(a)); improper 19
20 expert testimony unsupported by any disclosed material that may be reasonably be relied upon 20
21 (Evid. Code §§ 801(b), 803). 21

22 Mr. Rankin mischaracterizes the evidence. According to his own declaration, the Coopers 22
23 report states that the GPV is greater than the Fund balance “in five out of seven projected 23
24 scenarios.” Mr. Rankin’s conclusion that this equates to a 5/7 “probability of CalPERS needing to 24
25 increase LTC rates” is simply wrong; Coopers’ analysis did not assign probabilities to each of the 7 25
26 scenarios. 26

27 **Court’s Ruling on Objection No. 23:** Sustained Overruled

OBJECTION NUMBER 24

1
2 “And, yet Coopers made several recommendations that if implemented would have avoided
3 the 85% rate increase, including the recommendation that premium rates be 12.9% greater than the
4 then current premium rates in the aggregate. Coopers further noted that ‘an analysis of the
5 competitive position of the premium rates suggests that the CalPERS LTC Program is more
6 competitive than it needs to be, with resulting risks regarding future premium rate changes, both
7 political and administrative.’ (Actuarial Second Opinion CalPERS LTC Program Final Report —
8 July 1, 1996, page 2 [CalPERS_006725]).” (Rankin Decl., ¶ 48, page 15.)

9 **Grounds for Objection No. 24:** Lack of foundation (Evid. Code § 403(a)); improper
10 expert testimony (Evid. Code §§ 801(b), 803); secondary evidence rule (Evid. Code § 1520);
11 hearsay (Evid. Code § 1200).

12 Furthermore, Mr. Rankin’s Declaration violates Actuarial Standard of Practice (“ASOP”)
13 No. 41, which requires an actuary to document his findings in such a manner that another actuary
14 can determine if the finding is reasonable. Section 3.2 of ASOP No. 41 states that “in the actuarial
15 report, the actuary should state the actuarial findings, and identify the methods, procedures,
16 assumptions, and data used by the actuary with sufficient clarity that another actuary qualified in the
17 same practice area could make an objective appraisal of the reasonableness of the actuary’s work as
18 presented in the actuarial report.” As defined by section 2.4 of ASOP No. 41, the Rankin
19 Declaration is an actuarial report that is subject to ASOP No. 41. However, Mr. Rankin fails to
20 identify any actuarial findings, methods, procedures, assumptions or data used to support the bare
21 conclusion set forth in his Declaration.

22 **Court’s Ruling on Objection No. 24:** ___ Sustained Overruled

23
24 **OBJECTION NUMBER 25**

25 “Even with CalPERS’ poor investment strategy and staggering investment losses of 2001-
26 2002 and 2007-2008, had the CalPERS board heeded the advice of Coopers it would not have had
27 to enact the 2012 85% rate increase because a 12.9% rate increase in 1996 would have added an
28 additional \$870,000,000 to the CalPERS LTC Fund.” (Rankin Decl., ¶ 49, page 15.)

1 funding LTC liabilities. Equities and global equities are volatile and typically provide little in the
2 way of dividends to finance current cash flow needs. Further, the probability of default is
3 significantly greater with equities and global equities than with bonds or other appropriate
4 investments. I am unaware of any LTC company that invests its LTC funds in equities, but if they
5 do, the equities would not be included in any actuarial valuation or cash flow testing.” (Rankin
6 Decl., ¶ 53, page 16.)

7 **Grounds for Objection No. 27:** Lack of foundation (Evid. Code § 403(a)); improper
8 expert testimony unsupported by any disclosed material that may be reasonably be relied upon
9 (Evid. Code §§ 801(b), 803).

10 **Court’s Ruling on Objection No. 27:** Sustained Overruled

11
12 **OBJECTION NUMBER 28**

13 “If there is one asset class more inappropriate for an LTC fund than equity investing it is real
14 estate. It would be one thing to have these investments if the total return was better than the market
15 or even the CalPERS total fund, but the CalPERS LTC Program Funds were invested in risky assets
16 that were inappropriate and suffered significant losses.” (Rankin Decl., ¶ 56, page 17.)

17 **Grounds for Objection No. 28:** Lack of foundation (Evid. Code § 403(a)); improper
18 expert testimony unsupported by any disclosed material that may be reasonably be relied upon
19 (Evid. Code §§ 801(b), 803); assumes facts regarding the returns in the “market or even the
20 CalPERS total fund.”

21 **Court’s Ruling on Objection No. 28:** Sustained Overruled

22
23 **OBJECTION NUMBER 29**

24 “The CalPERS Board or Towers did not act appropriately, and it appears that they failed to
25 understand the ramifications of certain aspects of the development of the CalPERS LTC Program.
26 Several of the original assumptions were aggressive and lead to future rate increases as projected by
27 Coopers in 1996.” (Rankin Decl., ¶ 57, page 17.)

28 **Grounds for Objection No. 29:** Lack of foundation (Evid. Code § 403(a)); improper

1 expert testimony unsupported by any disclosed material that may be reasonably be relied upon
2 (Evid. Code §§ 801(b), 803); secondary evidence rule (Evid. Code § 1520); hearsay (Evid. Code §
3 1200).

4 Furthermore, Mr. Rankin's Declaration violates Actuarial Standard of Practice ("ASOP")
5 No. 41, which requires an actuary to document his findings in such a manner that another actuary
6 can determine if the finding is reasonable. Section 3.2 of ASOP No. 41 states that "in the actuarial
7 report, the actuary should state the actuarial findings, and identify the methods, procedures,
8 assumptions, and data used by the actuary with sufficient clarity that another actuary qualified in the
9 same practice area could make an objective appraisal of the reasonableness of the actuary's work as
10 presented in the actuarial report." As defined by section 2.4 of ASOP No. 41, the Rankin
11 Declaration is an actuarial report that is subject to ASOP No. 41. However, Mr. Rankin fails to
12 identify any actuarial findings, methods, procedures, assumptions or data used to support the bare
13 conclusion set forth in his Declaration.

14 **Court's Ruling on Objection No. 29:** ___ Sustained Overruled

15
16 **OBJECTION NUMBER 30**

17 "There are additional details that I believe Towers should have known or reacted to,
18 including the decision to accept the vast majority of applicants, including individuals who may have
19 a long term disease but who at the time of application were able to perform certain basic living
20 functions." (Rankin Decl., ¶ 58, page 17.)

21 **Grounds for Objection No. 30:** Lack of foundation (Evid. Code § 403(a)); improper
22 expert testimony unsupported by any disclosed material that may be reasonably be relied upon
23 (Evid. Code §§ 801(b), 803).

24 Furthermore, Mr. Rankin's Declaration violates Actuarial Standard of Practice ("ASOP")
25 No. 41, which requires an actuary to document his findings in such a manner that another actuary
26 can determine if the finding is reasonable. Section 3.2 of ASOP No. 41 states that "in the actuarial
27 report, the actuary should state the actuarial findings, and identify the methods, procedures,
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1 same practice area could make an objective appraisal of the reasonableness of the actuary's work as
2 presented in the actuarial report." As defined by section 2.4 of ASOP No. 41, the Rankin
3 Declaration is an actuarial report that is subject to ASOP No. 41. However, Mr. Rankin fails to
4 identify any actuarial findings, methods, procedures, assumptions or data used to support the bare
5 conclusion set forth in his Declaration.

6 **Court's Ruling on Objection No. 30:** ___ Sustained Overruled

7
8 **OBJECTION NUMBER 31**

9 "If Towers produced rates that were lower than the competition and approved looser
10 underwriting standards they would be rewarded since this would lead to more active members."
11 (Rankin Decl., ¶ 59, pages 17-18.)

12 **Grounds for Objection No. 31:** Lack of foundation (Evid. Code § 403(a)); improper
13 expert testimony (Evid. Code § 801); speculation; irrelevant (Evid. Code § 350); assumes facts,
14 including that Towers Perrin approved any underwriting standards.

15 This opinion lacks foundation because it is based on the incorrect assumption that Towers
16 Perrin took particular actions because its compensation increased as enrollment increased with no
17 end. To the contrary, Towers Perrin's compensation was capped after 25,000 enrollees. As
18 Plaintiffs admit, the CalPERS LTC plan surpassed 32,000 members as early as February 1996.
19 [Declaration of Joseph A. Garofolo, ¶ 25.] In addition, as Plaintiffs admit, Towers Watson's
20 compensation was not structured on a per enrollee basis from 2001-2004. [See *id.*, ¶ 20.]

21 **Court's Ruling on Objection No. 31:** ___ Sustained Overruled

22
23 **OBJECTION NUMBER 32**

24 "The CalPERS LTC Actuarial Valuation Report was used in order to justify significant rate
25 increases in 2003. However, this report includes dubious statements and poor actuarial work."
26 (Rankin Decl., ¶ 60, page 18.)

27 **Grounds for Objection No. 32:** Lack of foundation (Evid. Code § 403(a)); improper
28 expert testimony unsupported by any disclosed material that may be reasonably be relied upon

1 (Evid. Code §§ 801(b), 803).

2 Furthermore, Mr. Rankin's Declaration violates Actuarial Standard of Practice ("ASOP")
3 No. 41, which requires an actuary to document his findings in such a manner that another actuary
4 can determine if the finding is reasonable. Section 3.2 of ASOP No. 41 states that "in the actuarial
5 report, the actuary should state the actuarial findings, and identify the methods, procedures,
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9 Declaration is an actuarial report that is subject to ASOP No. 41. However, Mr. Rankin fails to
10 identify any actuarial findings, methods, procedures, assumptions or data used to support the bare
11 conclusion set forth in his Declaration.

12 **Court's Ruling on Objection No. 32:** ___ Sustained Overruled

13
14 **OBJECTION NUMBER 33**

15 "What should have been reported is that all investment gains of the first six years of the LTC
16 program had been obliterated." (Rankin Decl., ¶ 60, page 18.)

17 **Grounds for Objection No. 33:** Lack of foundation (Evid. Code § 403(a)).

18 Furthermore, Mr. Rankin's Declaration violates Actuarial Standard of Practice ("ASOP")
19 No. 41, which requires an actuary to document his findings in such a manner that another actuary
20 can determine if the finding is reasonable. Section 3.2 of ASOP No. 41 states that "in the actuarial
21 report, the actuary should state the actuarial findings, and identify the methods, procedures,
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26 identify any actuarial findings, methods, procedures, assumptions or data used to support the bare
27 conclusion set forth in his Declaration.

28 **Court's Ruling on Objection No. 33:** ___ Sustained Overruled

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OBJECTION NUMBER 34

“The foregoing are very surprising statements. Towers developed the rates. Towers developed the spreadsheets. And yet, Towers’ employees admit that the original Towers’ team that developed the program and software to administer were guessing about the rates and could not manage the valuation work. If, as Towers reported, it was guessing, it certainly did not include any conservatism in order to account for ‘near guesses.’ This also confirms what Coopers was endeavoring to explain to CalPERS — namely, that Towers was guessing.” (Rankin Decl., ¶ 62, page 18.)

Grounds for Objection No. 34: Lack of foundation (Evid. Code § 403(a)); improper expert testimony unsupported by any disclosed material that may be reasonably be relied upon (Evid. Code §§ 801(b), 803); secondary evidence rule (Evid. Code § 1520); hearsay (Evid. Code § 1200); mischaracterizes Towers Perrin’s statements and the Coopers Report.

Court’s Ruling on Objection No. 34: ___ Sustained Overruled

OBJECTION NUMBER 35

“Towers’ statements regarding its software are also troubling. The Valuation Liabilities of 2002 were \$983 million. The net effect of moving from Towers spreadsheets to TAS software was \$253 million. That means that Towers was off by a staggering 26%.” (Rankin Decl., ¶ 63, page 18.)

Grounds for Objection No. 35: Lack of foundation (Evid. Code § 403(a)).

Furthermore, Mr. Rankin’s Declaration violates Actuarial Standard of Practice (“ASOP”) No. 41, which requires an actuary to document his findings in such a manner that another actuary can determine if the finding is reasonable. Section 3.2 of ASOP No. 41 states that “in the actuarial report, the actuary should state the actuarial findings, and identify the methods, procedures, assumptions, and data used by the actuary with sufficient clarity that another actuary qualified in the same practice area could make an objective appraisal of the reasonableness of the actuary’s work as presented in the actuarial report.” As defined by section 2.4 of ASOP No. 41, the Rankin Declaration is an actuarial report that is subject to ASOP No. 41. However, Mr. Rankin fails to identify any actuarial findings, methods, procedures, assumptions or data used to support the bare

1 conclusion set forth in his Declaration.

2 **Court's Ruling on Objection No. 35:** ___ Sustained Overruled

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OBJECTION NUMBER 36

5 "In short, Towers' valuations and assumptions which were integral to the pricing of
6 premiums in the early years of the LTC program were flawed in many respects and led to the 2012
7 announced rate increases." (Rankin Decl., ¶ 64, pages 18-19.)

8 **Grounds for Objection No. 36:** Lack of foundation (Evid. Code § 403(a)); improper
9 expert testimony unsupported by any disclosed material that may be reasonably be relied upon
10 (Evid. Code §§ 801(b), 803).

11 Furthermore, Mr. Rankin's Declaration violates Actuarial Standard of Practice ("ASOP")
12 No. 41, which requires an actuary to document his findings in such a manner that another actuary
13 can determine if the finding is reasonable. Section 3.2 of ASOP No. 41 states that "in the actuarial
14 report, the actuary should state the actuarial findings, and identify the methods, procedures,
15 assumptions, and data used by the actuary with sufficient clarity that another actuary qualified in the
16 same practice area could make an objective appraisal of the reasonableness of the actuary's work as
17 presented in the actuarial report." As defined by section 2.4 of ASOP No. 41, the Rankin
18 Declaration is an actuarial report that is subject to ASOP No. 41. However, Mr. Rankin fails to
19 identify any actuarial findings, methods, procedures, assumptions or data used to support the bare
20 conclusion set forth in his Declaration.

21 **Court's Ruling on Objection No. 36:** ___ Sustained Overruled

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OBJECTION NUMBER 37

24 "It is my opinion that if there was no inflation protection included in any of the LTC policies
25 from the outset, there would be no need for the 2012 rate increase." (Rankin Decl., ¶ 65, page 19.)

26 **Grounds for Objection No. 37:** Lack of foundation (Evid. Code § 403(a)); improper
27 expert testimony unsupported by any disclosed material that may be reasonably be relied upon
28 (Evid. Code §§ 801(b), 803).

1 conclusion set forth in his Declaration.

2 Court's Ruling on Objection No. 38: Sustained Overruled

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5 DATED:

1/29/10


HON. JANE L. JOHNSON
JUDGE OF THE SUPERIOR COURT

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Jeffery Mangels
Burler & Mitchell LLP

JMBM

EXHIBIT 4

(6) Professional negligence¹

By this motion, CalPERS and the Board Defendants (collectively, "CalPERS Defendants") seek summary judgment or, alternatively, summary adjudication of each of the causes of action asserted against them (i.e., 1st through 5th causes of action).

APPLICABLE LAW

CCP §437c subdivision (p)(2) provides:

For purposes of motions for summary judgment and summary adjudication . . . A defendant . . . has met his or her burden of showing that a cause of action has no merit if the party has shown that one or more elements of the cause of action, even if not separately pleaded, cannot be established, or that there is a complete defense to the cause of action. Once the defendant . . . has met that burden, the burden shifts to the plaintiff . . . to show that a triable issue of one or more material facts exists as to the cause of action or a defense thereto. The plaintiff . . . shall not rely upon the allegations or denials of its pleadings to show that a triable issue of material fact exists but, instead, shall set forth the specific facts showing that a triable issue of material fact exists as to the cause of action or a defense thereto.

DISCUSSION

(1) BREACH OF FIDUCIARY DUTY

In the 1st cause of action for breach of fiduciary duty, Plaintiffs allege that the CalPERS Defendants breached the constitutionally mandated fiduciary duty set forth in Art. XVI, §17 of the California Constitution ("section 17"). See Corrected First Amended Complaint, ¶193. Specifically, Plaintiffs rely upon subsection (c), which provides:

The members of the retirement board of a public pension or retirement system shall discharge their duties with respect to the system with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with these matters would use in the conduct of an enterprise of a like character and with like aims.

Plaintiffs allege that the CalPERS Defendants breached their fiduciary duty by:

¹ Plaintiffs asserted this cause of action against Defendants Towers Watson & Co., Towers Perrin, and Tillinghast-Towers Perrin (collectively, "Towers Watson"), the actuaries that initially helped set premiums. Plaintiffs have settled with Towers Watson.

- Failing to provide “complete, timely, and accurate information about the financial stability of the LTC Fund” [¶97]; and
- “[F]ailing to use the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with these matters would use in the conduct of an enterprise of a like character and with like aims” by “grossly underpric[ing] premiums, fail[ing] to properly fix premiums based on the 5% inflation protection benefit option, and engag[ing] in an improper and reckless aggressive 44% investment strategy” [¶98].

As a preliminary matter, the Court agrees with the CalPERS Defendants that section 17 does not apply to the administration of the LTC Program, which is not a public pension or retirement system. By the plain language of section 17, the members of the retirement board of a public pension or retirement system have fiduciary duties “with respect to the *system*.” See also section 17, subsection (a) (“The retirement board of a public pension or retirement system shall have the sole and exclusive fiduciary responsibility over the assets of *the public pension or retirement system*.”). As the CalPERS Defendants point out, the LTC Program was not in existence at the time section 17 was enacted or amended, but was established in 1995 as part of the Public Employees’ Long-Term Care Act. See Government Code §§21660, *et seq.* In addition, that statutory scheme expressly excludes LTC plans from “the retirement or health benefits programs administered by” CalPERS. See Government Code §21661(k) (“The long-term care insurance plans shall not become part of, or subject to, the retirement or health benefits programs administered by the system.”).² For these reasons, the Court concludes that section 17 does not impose fiduciary duties with respect to administration of the LTC Program (or any program other than a public pension or retirement system).

But even if section 17 did apply to administration of the LTC Program, as will be explained below, the acts that form the basis of the breach of fiduciary claim are discretionary acts for which the CalPERS Defendants are immune.

As explained in Nasrawi v. Buck Consultants LLC (2014) 231 Cal.App.4th 328:

A public entity . . . is subject to direct liability only as provided by statute or required by the state or federal Constitution. A public entity is subject to vicarious liability for injuries caused by its employees, but only to the extent those employees themselves are not immune from liability. Public entity employees are immune from liability for injuries caused by their discretionary

² Plaintiffs fail to address Government Code §21661(k), let alone reconcile it with section 17.

acts or omissions. An act or omission is considered discretionary (and subject to immunity) where it “involve[s] planning and policymaking.” Immunity is considered appropriate “for those ‘*basic policy decisions* [which have] ... been [expressly] committed to coordinate branches of government,’ ” because “judicial interference” with such decisions “would ... be ‘unseemly.’ ” “[T]o be entitled to immunity the state must make a showing that such a policy decision, consciously balancing risks and advantages, took place.” By contrast, “lower-level, or ‘ministerial,’ decisions that merely implement a basic policy already formulated” are not entitled to immunity. See Nasrawi, *supra*, 231 Cal.App.4th at 341 (italics in original).

In Nasrawi, the plaintiffs, retired public employees of Stanislaus County and beneficiaries of a public pension trust administered by the Stanislaus County Employees Retirement Association (“Association”), alleged, *inter alia*, that the Association breached its constitutional fiduciary duty imposed by section 17 by failing to sue actuaries for negligent preparation of an actuarial valuation. *Id.* at 332, 336. The Association demurred, which the trial court sustained without leave to amend on three grounds, including immunity. *Id.* at 337.

The Court of Appeal concluded that the trial court correctly sustained the demurrer on immunity grounds. *Id.* at 342-343. The Court of Appeal stated that “[t]he constitutional provision on which plaintiffs rely—*section 17*,--imposes various fiduciary duties *on the board*, not the Association itself,” and thus, “the Association’s liability, if any, is vicarious liability.” *Id.* at 341 (italics in original). It then determined the question of “whether the board--and hence the Association--is immune from liability.” *Id.* According to the Court of Appeal, the Association’s liability “turns on whether [the board’s] ‘omission was the result of the exercise of the discretion vested in’ the board.” *Id.* at 342. In concluding in the affirmative, it explained:³

³ Contrary to Plaintiffs’ characterization of the Court of Appeal’s governmental immunity discussion in Nasrawi, such is not “dicta.” As noted above, the trial court sustained the demurrer without leave to amend on three grounds—i.e., failure to comply with the Government Claims Act (§810, *et seq.*), governmental immunity, and failure to allege legally cognizable damages. See Nasrawi, *supra*, 231 Cal.App.4th at 337. The Court of Appeal first addressed the Government Claims Act ground, concluding that the plaintiffs were required to satisfy the claims presentation requirement. *Id.* at 339. The Court of Appeal then addressed the governmental immunity ground, concluding that the Association’s discretionary decision to not pursue litigation against the actuaries was immunized under Government Code §820.2, and “[t]herefore, the trial court correctly sustained the Association’s demurrer on immunity grounds.” *Id.* at 342-343. Then, in footnote, the Court of Appeal stated: “Because we conclude the trial court correctly sustained the Association’s demurrer on Government Claims Act *and immunity grounds*, we need not consider whether plaintiffs alleged legally cognizable damages.” *Id.* at 343 and FN6 (italics supplied). “[I]t is well settled that where two independent reasons are given for a decision, neither one is to be considered mere *dictum*, since there is no more reason for calling one ground the real basis of the

Section 17 imposes various fiduciary duties on the board. Given the breadth of those duties, section 17 necessarily vests the board with discretion in the manner in which it fulfills those duties. The decision whether to pursue litigation necessarily requires a judgment based on an evaluation of the merits of the potential claim and possible defenses, as well as a cost-benefit analysis of the litigation. “The decision, requiring as it does, comparisons, choices, judgments, and evaluations, comprises the very essence of the exercise of ‘discretion’ and we conclude that such decisions are immunized under section 820.2.”⁴ Id.

As in Nasrawi, the Board Defendants’ liability (and CalPERS’ vicarious liability) “turns on whether [the board’s] ‘omission was the result of the exercise of the discretion vested in’ the board.” See Nasrawi, *supra*, 231 Cal.App.4th at 342. The Board Defendants’ omissions pertain to pricing and investment decisions (i.e., “grossly underpric[ing] premiums, fail[ing] to properly fix premiums based on the 5% inflation protection benefit option, and engag[ing] in an improper and reckless aggressive 44% investment strategy”), which require “evaluations, appraisals and choices that are the very essence of discretion.” See San Mateo Union High School District. v. County of San Mateo (2013) 213 Cal.App.4th 418, 430.

In San Mateo, the plaintiffs, investors in a pooled investment fund managed and operated by the defendants, San Mateo County and the County Treasurer, asserted claims arising from the defendants’ bad investments in Lehman Brothers. See San Mateo, *supra*, 213 Cal.App.4th at 424. The defendants demurred on various grounds, including governmental immunity. Id. The trial court sustained the demurrer without leave to amend, which the Court of Appeal affirmed. Id. In concluding that the defendants were immune, the Court of Appeal reasoned that the County Treasurer (whose actions the County’s liability, if any, was based upon) exercised discretion regarding “crucial investment policy decisions that assessed the risks and advantages of competing investment opportunities.” Id. at 434. According to the Court of Appeal, “[the County Treasurer’s] decisions as a public servant investor bear the hallmarks of discretionary activity which should not be the subject of scrutiny and second-guessing by a coordinate branch of government.” Id. This same reasoning applies to the Board Defendants’ pricing and investment decisions here.

decision than the other.” See Southern Cal. Ch. of Associated Builders etc. Com. v. California Apprenticeship Council (1992) 4 Cal.4th 422, 431 and FN3.

⁴ This statute provides: “Except as otherwise provided by statute, a public employee is not liable for an injury resulting from his act or omission where the act or omission was the result of the exercise of the discretion vested in him, whether or not such discretion be abused.”

In opposition, Plaintiffs rely upon Government Code §814, which provides: “Nothing in this part affects liability *based on contract or the right to obtain relief other than money or damages* against a public entity or public employee.” See Opposition, §§V.A and V.B. But Government Code §814 does not trump the CalPERS Defendants’ discretionary acts immunity here.

First, as the CalPERS Defendants correctly contend, Plaintiffs’ breach of fiduciary claim is not “based on contract.” As explained in Roe v. State of California (2001) 94 Cal.App.4th 64, 69: “Whether an action is based on contract or tort depends upon the nature of the right sued upon, not the form of the pleading or relief demanded. If based on breach of promise it is contractual; if based on breach of a noncontractual duty it is tortious. If unclear the action will be considered based on contract rather than tort.” Here, Plaintiffs’ breach of fiduciary claim is not based on a breach of any promise, but on noncontractual duties related to their administration of the LTC Program. Further, the case cited by Plaintiffs, E. H. Morrill Co. v. State (1967) 65 Cal.2d 787, does not assist them. There, the plaintiff, as a general contractor for the construction of a state facility, sued the state for damages for the costs of performing additional subsurface rock excavation. See E. H. Morrill, *supra*, 65 Cal.2d at 789. The complaint alleged that the parties entered into a contract in accordance with plans, specifications and special conditions attached to the written contract. *Id.* Special Condition 1A-12 provided: “Special Site Conditions. The site is situated on a terminal moraine. The soil is composed of granite boulders, cobbles, pebbles, and granite sand. *Boulders which may be encountered in the site grading and other excavation work on the site vary in size from one foot to four feet in diameter. The dispersion of boulders varies from approximately six feet to twelve feet in all directions, including the vertical.*” *Id.* at 789-790 (italics in original). The complaint further alleged that “the Special Condition was false in that it misrepresented the true character of the site, and that the boulders found were substantially larger and more concentrated than represented.” *Id.* at 790. The misrepresentations in E. H. Morrill were set forth in the Special Condition attached to the contract, and were “based on contract” for purposes of Government Code §814 and therefore not subject to Government Code §818.8 immunity. *Id.* at 793-794. Plaintiffs here have not pointed to a similar liability “based on contract.”

Plaintiffs contend that “the fiduciary relationship between CalPERS and the Class arises solely from the contract entered into by the parties.” See Opposition, 22:13-14. To get to that conclusion, it is Plaintiffs’ position that the statute permitting CalPERS to sell LTC insurance policies on the condition that it acted as a fiduciary,⁵ “is incorporated into every LTC insurance contract sold by CalPERS.”

⁵ Plaintiffs appear to be referring to Government Code §21664, subdivision (a), which provides: “The Public Employees’ Long-term Care Fund is established for the purpose of administering any self-

Id., 22:14-16. But despite Plaintiffs' characterization, their breach of fiduciary claim, at bottom, is based on breach of duties that do not derive from the LTC insurance contracts, and alleges tortious acts in connection with the CalPERS Defendants' administration of the LTC Program. See Corrected First Amended Complaint, ¶¶97-98.

Second, inclusion of a request for injunctive relief does not exempt Plaintiffs' breach of fiduciary claim from immunity. In Schooler v. State of California (2000) 85 Cal.App.4th 1004, the plaintiff argued that Government Code §814 barred immunity under Government Code §831.25 (governmental immunity for injuries caused by natural conditions of adjacent public property) "because he seeks injunctive relief, not money damages." See Schooler, supra, 85 Cal.App.4th at 1013. The Court of Appeal rejected that argument, explaining that "[section 814] cannot be applied in such a way as to circumvent either its own underlying legislative policy or that of another section in the Tort Claims Act," and "[a]pplying section 814 as advocated by [the plaintiff] would result in both." Id. According to the Court of Appeal, the policy of section 814 is to bar immunities other than for tort damages, and the policy of section 831.25 is to limit the government's financial burdens with respect to injuries caused by natural conditions of public land. Id. It stated that the injunctive relief sought by the plaintiff—i.e., to require the State to take various measures that imposed financial burdens—is contrary to both policies. Id. at 1014-1015. Here, Plaintiffs' similar argument that Government Code §814 bars the CalPERS Defendants' governmental immunity fails. The injunctive relief Plaintiffs seek is an order enjoining future rate increases, directing a rollback of the 85% rate increase, and reinstating coverage to those who lost or reduced their coverage. See Opposition, 23:12-16. This order would effectively place financial burdens upon CalPERS that section 814 guards against.

The uncertified portion of the breach of fiduciary duty claim (i.e., based on failure to provide "complete, timely, and accurate information about the financial stability of the LTC Fund") fails for an independent reason. In addition to discretionary acts immunity, the CalPERS Defendants are immune under Government Code §§818.8 and 822.2 since this portion of the breach of fiduciary duty claim rests on concealment. See, e.g., Corrected First Amended Complaint, ¶153 (alleging that "[a]t all times, Defendants knew the LTC policies were grossly underpriced and that the premiums would have to be raised"); ¶166 (alleging that

funded long-term care plan developed by the board and for recovering the administrative costs of the long-term care program from insurance carriers and premiums. Notwithstanding Section 13340, the Public Employees' Long-term Care Fund is continuously appropriated, without regard to fiscal years, to the board to carry out the purposes of this article, consistent with its fiduciary duty. Funding for the board's administrative costs is subject to appropriation by the Legislature and shall be paid out of the Public Employees' Long-term Care Fund."

“CalPERS had knowledge that premiums for the LTC policies would be increased to unaffordable and unexpected levels”); ¶¶73, 77, 81 (alleging that Plaintiffs received promotional materials “tout[ing] the financial stability of [CalPERS’] LTC Program,” but “[a]t no time during this period did CalPERS disclose to [Plaintiffs] that its LTC policies were underpriced and improperly invested). Section 818.8 provides public entities with absolute immunity from liability for negligent or intentional misrepresentation, and section 822.2 provides a similar immunity to public employees. See Legislative Committee Comments to Government Code §818.8. These immunities include concealment. See Harshbarger v. City of Colton (1988) 197 Cal.App.3d 1335, 1343 (“[T]he immunity provided governmental entities by section 818.8 for misrepresentation applies not only to the first two types of deceit described in Civil Code section 1710 (intentional misrepresentation and negligent misrepresentation) but also to concealment—suppression of fact.”).

And as a final note, Plaintiffs erroneously state that “[w]hen evaluating a claim of immunity, ‘the rule is liability, immunity is the exception.’” See Opposition, 20:13-15 (citing to Muskopf v. Corning Hosp. Dist. (1961) 55 Cal.2d 211, 219). Muskopf has been superseded by statute (i.e., the Government Claims Act, Government Code §810 *et seq.*) as stated in State Dept. of State Hospitals v. Superior Court (2015) 61 Cal.4th 339. “Under the act, a public entity is *not* liable ‘[e]xcept as otherwise provided by statute.’” See State Dept., *supra*, 61 Cal.4th at 348 (italics supplied); see also Trinkle v. California State Lottery (1999) 71 Cal.App.4th 1198, 1202 (“The statute amounts to a legislative declaration that governmental immunity from suit is the rule and liability the exception.”).

For the above reasons, the motion for summary adjudication of the 1st cause of action for breach of fiduciary duty is GRANTED.⁶

(2) BREACH OF CONTRACT

In the 2nd cause of action for breach of contract, Plaintiffs allege that the CalPERS Defendants breached their contractual obligations, “including increasing premiums in violation of the [Evidence of Coverage (“EOC”)] and failing to continue to provide the Inflation Protection Benefit without requiring that Plaintiffs and members of the Class pay additional premiums.” See Corrected First Amended Complaint, ¶109.

The CalPERS Defendants contend that they are entitled to summary adjudication on this cause of action because: (1) it is time-barred; and (2) it unambiguously permits CalPERS to raise premiums. See Motion, §§III.C.1 and III.C.2.

⁶ The CalPERS Defendants separately discussed the uncertified claim (based on ¶97 of the pleading) and the certified claim (based on ¶98 of the pleading). See Motion, §§III.B.1 to III.B.3.

A. Statute of limitations

The CalPERS Defendants contend that the breach of contract claim is time-barred under the 4-year limitations period set forth in CCP §337.⁷ They contend that Plaintiffs' claim accrued in 2003 when CalPERS first raised premiums by 30%. It is the CalPERS Defendants' position that the prior premium increases—i.e., 30% in 2003, 41.7% in 2007, and 5% each in 2010, 2011, 2012, and 2013—were no different than the 85% increase. See CalPERS Defendants' UMF No. 11.

"In ordinary . . . contract actions, the statute of limitations . . . begins to run upon the occurrence of the last element essential to the cause of action." See Neel v. Magana, Olney, Levy, Cathcart & Gelfand (1971) 6 Cal.3d 176. But as Plaintiffs correctly contend, damages resulting from the "then-unknown premium rate increase [85%], for completely unknown reasons, that would occur at some unspecified future date [2013], which had not yet been determined, announced, or imposed" would have been deemed speculative had Plaintiffs sued based on the first premium increase in 2003. See Opposition, 17:24-17:7. "It is black-letter law that damages which are speculative, remote, imaginary, contingent or merely possible cannot serve as a legal basis for recovery." See Mozzetti v. City of Brisbane (1977) 67 Cal.App.3d 565, 577.

In addition, Plaintiffs have raised a triable issue as to whether the reasons for implementation of the 85% increase differed from the prior premium increases⁸ such that a new limitations period was triggered. See Plaintiffs' Response to CalPERS Defendants' UMF No. 11. For example, Plaintiffs have presented evidence that the 85% increase, unlike the prior premium increases, targeted only LTC1 and LTC2 policies with inflation protection or lifetime benefits. *Id.*; see also Plaintiffs' Additional Fact No. 107 (citing to

⁷ It is the CalPERS Defendants' position that a shorter limitations period applies to the breach of contract claim to the extent it seeks money damages, but for purposes of the motion, they discuss the longer statute of limitations period. See Motion, FN8.

⁸ Alternatively, it is arguable that the CalPERS Defendants did not meet their initial burden of showing that the 85% increase was implemented for the same reasons as the prior premium increases. See CalPERS Defendants' UMF No. 11. The CalPERS Defendants rely upon the following portion from a 2/11/13 letter from Ann Boynton, CalPERS' Deputy Executive Officer for Benefit Programs Policy and Planning, to Plaintiff Eileen Lodyga, which generally provides: "We know that you are counting on CalPERS' Long-Term Care Program to help support you in the future and we are committed to maintaining the financial solvency of the program. Therefore, similar to the private long-term care industry, we have implemented several actions needed to sustain the LTC Program that include: refining the investment mix of the CalPERS LTC Fund, adjusting the LTC Program's expected return on investments, and implementing a series of premium increases."

CalPERS' Agenda Item 5,⁹ October 16, 2012). In letters dated 2/11/13 and 3/22/13 sent to these policyholders, CalPERS informed them, *inter alia*, that they were receiving the letters "because" their policies provide lifetime benefits and built-in inflation protection, and that such policies are subject to 5% premium increases in 2013 and 2014 and an 85% premium increase in 2015. See Plaintiffs' Response to CalPERS Defendants' UMF No. 11. In the 3/22/13 letter, CalPERS also offered seven different options that had a corresponding impact on coverage and premium payments:

- If a policyholder maintained lifetime coverage with built-in inflation protection, he/she would be subject to the 2013 and 2014 (5%) and 2015 (85%) increases. [Option 1]
- If a policyholder maintained lifetime coverage with built-in inflation protection and reduced the Daily Benefit Amount, he/she would avoid the 2013 (5%) increase, but would be subject to the 2014 (5%) and 2015 (85%) increases. [Option 2]
- If a policyholder reduced lifetime coverage to a 6- or 3-year benefit period and kept built-in inflation protection, he/she would reduce his/her premium, would avoid the 2013 and 2014 (5%) increases, but would be subject to the 2015 (85%) increase. [Options 3 and 4]
- If a policyholder reduced lifetime coverage to a 10-, 6-, or 3-year benefit period and **dropped** built-in inflation protection, he/she would reduce his/her premium and would **avoid** the 2013 and 2014 (5%) and **2015 (85%)** increases. [Options 5, 6, and 7]

From this evidence, the trier of fact could reasonably infer that the 85% increase on these types of policies was, at least in part, "a result of" the expanding liabilities of inflation protection and/or lifetime benefits. It is plainly evident from the above options that the 85% premium increase was imposed on policyholders who kept the lifetime coverage and/or inflation protection, suggesting that a driving reason for the 85% premium increase was to do away with the inflation protection and/or lifetime benefits.

⁹ Agenda Item 5, under the heading "Executive Summary," states that the recommended actions for the LTC Program (including "[i]mplement[ation] [of] a rate increase of 85 percent for specific LTC1 and LTC2 policies to be levied over a two-year period, beginning in 2015") were designed to achieve certain objectives. One of those objectives was to "ensure the LTC Fund solvency by applying a premium increase effective 2015 to *those plan policies that present a greater liability to the LTC Fund* resulting from initial underwriting, pricing, and claims experience." While the overarching goal was LTC Fund solvency, it could be reasonably inferred that the 85% premium increase was at least partly due to the higher amount of benefits provided to policies with inflation protection or lifetime benefits that were not accounted for at the outset.

As Plaintiffs have raised a triable issue as to whether the reasons for implementation of the 85% increase differed from the prior premium increases,¹⁰ the motion for summary adjudication of the 2nd cause of action for breach of contract based on statute of limitations grounds is DENIED.

B. Merits

In addition, the CalPERS Defendants contend that the breach of contract claim fails on the merits. See Motion, §III.C.2. Specifically, it is their position that the alleged breach is expressly authorized by the contract. *Id.*, 18:21-26. They point to at least three places in the EOC that permit them to raise premiums on a class-wide, issue-age basis, and with at least 60 days written notice:

- “Your premiums will never increase due solely to a change in Your age or health. CalPERS can, however, change Your premiums, but only if We change the premium schedule on an issue-age basis for all similar coverage issued in Your state on the same form as this coverage. We must give You at least 60 days written notice before We change Your premiums.” [CalPERS Defendants’ UMF No. 15]
- “The premium rates shown in the Schedule of Benefits may be changed on the anniversary of Your Coverage Effective Date and on any premium due date thereafter. Any changes made will be on an issue age basis for all similar coverage issued in Your state on the same form as this coverage, and made by action of the CalPERS Board of Administration, according to criteria they establish.” [CalPERS Defendants’ UMF No. 16]
- “If premium rates are increased on a class basis, You will have the option of maintaining Your current benefits at the increased premium rate; or electing a decrease in coverage . . . We will give you written notice of any proposed change in Your premium rates at least 60 days in advance of such change.” [CalPERS Defendants’ UMF No. 17]

However, Plaintiffs have raised a triable issue as to whether the CalPERS Defendants breached these provisions of the EOC by imposing the 85% premium increase on certain LTC1 and LTC2 policyholders, as opposed to all LTC1 and LTC2 policyholders across the board. Rather than increase premiums “on an issue-age basis for all similar *coverage*” as the EOC permits, Plaintiffs claim that CalPERS increased premiums based on the policyholder’s

¹⁰ For this reason, the Court need not address Plaintiffs’ “continuous accrual” theory.

benefits.¹¹ To illustrate, they present evidence that CalPERS increased premiums for LTC1 and LTC2 policyholders with “inflation protection and lifetime without inflation protection,” but not 3- or 6-year LTC1 and LTC2 policies without inflation protection. See Plaintiffs’ Additional Fact No. 117.

Further, the unambiguous terms of the EOC do not permit rate increases that are the “result of” increasing benefits owed to policyholders who purchased inflation protection.¹² See Opposition, §III.B. Specifically, the EOC, under the heading “BENEFIT: INFLATION PROTECTION,” provides:¹³

Your Premium Will Not Increase

Your premium rate will not increase as a result of these annual benefit increases.¹⁴

Plaintiffs have raised a triable issue as to whether the CalPERS Defendants breached this promise to those who purchased inflation protection. As stated above, Plaintiffs have presented evidence from which a trier of fact could reasonably infer that the 85% increase was at least partly “a result of” the annual benefit increases. See Plaintiffs’ Response to CalPERS Defendants’ UMF No. 11; see also Plaintiffs’ Additional Fact No. 107.

(3) BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING; RESCISSION; DECLARATORY AND INJUNCTIVE RELIEF

The CalPERS Defendants contend that the 3rd cause of action for breach of the implied covenant of good faith and fair dealing fails for multiple reasons. See Motion, §III.D. First, the CalPERS Defendants contend that none of the conduct alleged by Plaintiffs can give rise to a breach of the implied covenant of good

¹¹ This distinction by Plaintiffs between “coverage” and “benefits” is a reasonable interpretation. As Plaintiffs point out, throughout, the EOC distinguishes between these two terms. For example, the PERS Comprehensive Plan EOC, in the section entitled “CONDITIONS FOR RECEIVING BENEFITS,” “describes important features of Your *coverage* and how You become eligible to receive *benefits*.” It enumerates “[t]he *benefits* included in this *coverage*” to be the nursing home benefit, residential care facility benefit, home and community care benefit, respite care benefit, care advisory benefit, the elective inflation protection benefit, the elective benefit increase option, and the return of premium death benefit. See EOC (PTLF – Wedding 000024).

¹² While Plaintiffs contend that the EOC is unambiguous, they nevertheless point to extrinsic evidence. Specifically, Plaintiffs point to the annual letter from CalPERS to policyholders with inflation protection benefits that had an attached Schedule of Benefits reflecting a 5% increase. Each letter from 1996 through 2011 stated that “You will not see any change in premium resulting from this change,” whereas the 2012 letter eliminated such language. See Plaintiffs’ Additional Fact Nos. 98-99.

¹³ See Plaintiffs’ Additional Fact No. 43 (emphasis in original).

¹⁴ Those annual benefit increases include 5% increases in the policyholder’s nursing home daily maximum, residential care facility daily maximum, home and community care monthly maximum, and unused balance in his/her total coverage amount. See EOC (PTLF – Wedding 000033).

faith and fair dealing because Plaintiffs are not yet entitled to, and have not been denied, payment for benefits under their policies. Id., 22:28-23:12. Alternatively, even if the law permitted a bad faith claim based solely on conduct not involving non-payment of benefits, the CalPERS Defendants contend that that claim is time-barred under the 2-year statute of limitations set forth in CCP §339(1). Id., 23:23-24:3. They contend that all of the alleged conduct occurred more than two years prior to the filing of this action in August 2013. Id., 24:3-9 (citing to CalPERS Defendants' UMF Nos. 4, 24). The CalPERS Defendants also contend there is no bad faith because they were entitled to increase premiums for the reasons they discuss in §III.C.2 (re: breach of contract). Id., 24:10-16. Finally, the CalPERS Defendants contend that, to the extent Plaintiffs have framed their claim as a tort, it is also barred by governmental immunity. Id., 24:17-18.

As to the 4th cause of action for rescission, the CalPERS Defendants argue that: (1) it is merely a remedy and should be dismissed as surplusage; (2) it is based on concealment of "true facts" regarding the stability of the LTC Fund and CalPERS' investment strategies, and is therefore a tort barred by the absolute immunity set forth in Government Code §818.8; and (3) to the extent it is predicated on the Insurance Code, the sections of that code do not apply to CalPERS, which is not an insurance company. Id., §III.F.

As to the 5th cause of action for declaratory and injunctive relief, the CalPERS Defendants contend that this cause of action fails because, as explained above, Plaintiffs have not stated (and cannot state) an underlying claim for relief. Id., §III.F.

In opposition to the motion regarding the 3rd, 4th, and 5th causes of action, Plaintiffs simply respond that the CalPERS Defendants' arguments "are either based on CalPERS prevailing on the arguments discussed above regarding the breach of contract and breach of fiduciary duty claims or are identical to those asserted in its Demurrer to Plaintiffs' First Amended Complaint." See Opposition, 25:8-13. As to the former, Plaintiffs state that CalPERS is not entitled to judgment as a matter of law, and thus, its derivative argument fails. Id., 25:13-14. As to the latter, Plaintiffs state that those arguments should again be rejected for the reasons set forth in Judge Johnson's 5/29/14 order overruling CalPERS' demurrer. Id., 25:14-16.

The reply does not specifically address the 3rd, 4th, and 5th causes of action.

The motion for summary adjudication of the 3rd cause of action for breach of the implied covenant of good faith and fair dealing is DENIED. First, it appears that a bad faith claim can be based on conduct not involving non-payment of benefits. See, e.g., Blue Shield of California Life & Health Ins. Co. v. Superior Court (2011)

192 Cal.App.4th 727, 730 (bad faith claim based on insurer's decision to rescind insured's health insurance policy shortly after she received approval for, and then underwent, gastric bypass surgery); Archdale v. American Int'l Specialty Lines Ins. Co. (2007) 154 Cal.App.4th 449 (bad faith claim based on insurer's failure to accept a reasonable offer to settle a claim against its insured). Second, the CalPERS Defendants' statute of limitations argument appears to be based on the premise that the 85% increase was no different from prior premium increases. However, as discussed above, a triable issue exists as to whether the reasons for implementation of the 85% increase differed from the prior premium increases such that a new limitations period was triggered. See Plaintiffs' Response to CalPERS Defendants' UMF No. 11. Third, while it is true that "if defendants were given the right to do what they did by the express provisions of the contract there can be no breach" of the implied covenant of good faith and fair dealing,¹⁵ as also discussed above, a triable issue exists as to whether the CalPERS Defendants breached the express provisions of the EOC in the first instance. Lastly, the CalPERS Defendants' argument that governmental immunity bars this claim "to the extent Plaintiffs have framed their claim as a tort" does not "completely dispose[] of [the] cause of action" because Plaintiffs appear to be seeking contract and tort remedies. See Corrected First Amended Complaint, ¶¶118-119.

The motion for summary adjudication of the 4th "cause of action" for rescission is GRANTED.¹⁶ First, "[r]escission is *not* a cause of action; it is a remedy." See Nakash v. Superior Court (1987) 196 Cal.App.3d 59, 70 (italics in original). Second, Plaintiffs' rescission claim is barred by the absolute immunity set forth in Government Code §818.8. Similar to the uncertified portion of the breach of fiduciary duty claim (i.e., based on failure to provide "complete, timely, and accurate information about the financial stability of the LTC Fund"), the rescission claim is based on concealment of "true facts"¹⁷ and fails for the same reasons.

The motion for summary adjudication of the 5th cause of action for declaratory and injunctive relief is DENIED. The CalPERS Defendants' sole argument is that this cause of action fails because Plaintiffs have not stated (and cannot state) an underlying claim for relief. In light of the ruling denying the motion for summary adjudication of the 2nd cause of action for breach of contract and 3rd cause of action for breach of the implied covenant of good faith and fair dealing, the motion for summary adjudication of this cause of action necessarily fails.

¹⁵ See Carma Developers (Cal.), Inc. v. Marathon Dev. California, Inc. (1992) 2 Cal.4th 342, 374.

¹⁶ The CalPERS Defendants' third argument—i.e., that the rescission claim fails "to the extent that it is predicated on the California Insurance Code"—does not reach the entirety of that claim as required by CCP §437c(f)(1).

¹⁷ See Corrected First Amended Complaint, ¶124.

PLAINTIFFS' OBJECTIONS

While Plaintiffs are correct that the CalPERS Defendants failed to comply with certain procedural requirements of California Rules of Court, rule 3.1350, "the court's power to deny summary judgment on the basis of failure to comply with California Rules of Court, rule 3.1350 is discretionary, not mandatory." See Truong v. Glasser (2009) 181 Cal.App.4th 102, 118. Plaintiffs' procedural objections on that basis (Nos. 1-15) are OVERRULED.

Plaintiffs' procedural objection No. 16 is OVERRULED. "Some cases follow the 'Golden Rule' of summary judgment and refuse to consider evidence not listed in the moving party's separate statement of undisputed facts on a motion for summary judgment. [¶] [However], [o]ther cases hold that whether to consider evidence omitted from the moving party's separate statement rests in the trial court's sound discretion. The rationale is that CCP §437c(c) requires the court to consider 'all of the evidence set forth in the papers,' including facts stated in declarations, exhibits, points and authorities or other papers presented to the court on a summary judgment motion." See Weil & Brown, Cal. Practice Guide: Civ. Pro. Before Trial (The Rutter Group 2017) ¶ 10:95.4.

The Court rules on Plaintiffs' evidentiary objections are OVERRULED as to No. 1 and SUSTAINED as to Nos. 2-6.

CALPERS DEFENDANTS' OBJECTIONS

The objections to the Gregor Declaration are OVERRULED in their entirety.

The objections to the Chadick Declaration are OVERRULED as to No. 1 and SUSTAINED as to Nos. 2-22.

The objections to the Hager Declaration are OVERRULED as to No. 1 and SUSTAINED as to Nos. 2-27.

EXHIBIT 4

(6) Professional negligence¹

By this motion, CalPERS and the Board Defendants (collectively, "CalPERS Defendants") seek summary judgment or, alternatively, summary adjudication of each of the causes of action asserted against them (i.e., 1st through 5th causes of action).

APPLICABLE LAW

CCP §437c subdivision (p)(2) provides:

For purposes of motions for summary judgment and summary adjudication . . . A defendant . . . has met his or her burden of showing that a cause of action has no merit if the party has shown that one or more elements of the cause of action, even if not separately pleaded, cannot be established, or that there is a complete defense to the cause of action. Once the defendant . . . has met that burden, the burden shifts to the plaintiff . . . to show that a triable issue of one or more material facts exists as to the cause of action or a defense thereto. The plaintiff . . . shall not rely upon the allegations or denials of its pleadings to show that a triable issue of material fact exists but, instead, shall set forth the specific facts showing that a triable issue of material fact exists as to the cause of action or a defense thereto.

DISCUSSION

(1) BREACH OF FIDUCIARY DUTY

In the 1st cause of action for breach of fiduciary duty, Plaintiffs allege that the CalPERS Defendants breached the constitutionally mandated fiduciary duty set forth in Art. XVI, §17 of the California Constitution ("section 17"). See Corrected First Amended Complaint, ¶193. Specifically, Plaintiffs rely upon subsection (c), which provides:

The members of the retirement board of a public pension or retirement system shall discharge their duties with respect to the system with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with these matters would use in the conduct of an enterprise of a like character and with like aims.

Plaintiffs allege that the CalPERS Defendants breached their fiduciary duty by:

¹ Plaintiffs asserted this cause of action against Defendants Towers Watson & Co., Towers Perrin, and Tillinghast-Towers Perrin (collectively, "Towers Watson"), the actuaries that initially helped set premiums. Plaintiffs have settled with Towers Watson.

- Failing to provide “complete, timely, and accurate information about the financial stability of the LTC Fund” [¶97]; and
- “[F]ailing to use the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with these matters would use in the conduct of an enterprise of a like character and with like aims” by “grossly underpric[ing] premiums, fail[ing] to properly fix premiums based on the 5% inflation protection benefit option, and engag[ing] in an improper and reckless aggressive 44% investment strategy” [¶98].

As a preliminary matter, the Court agrees with the CalPERS Defendants that section 17 does not apply to the administration of the LTC Program, which is not a public pension or retirement system. By the plain language of section 17, the members of the retirement board of a public pension or retirement system have fiduciary duties “with respect to the *system*.” See also section 17, subsection (a) (“The retirement board of a public pension or retirement system shall have the sole and exclusive fiduciary responsibility over the assets of *the public pension or retirement system*.”). As the CalPERS Defendants point out, the LTC Program was not in existence at the time section 17 was enacted or amended, but was established in 1995 as part of the Public Employees’ Long-Term Care Act. See Government Code §§21660, *et seq.* In addition, that statutory scheme expressly excludes LTC plans from “the retirement or health benefits programs administered by” CalPERS. See Government Code §21661(k) (“The long-term care insurance plans shall not become part of, or subject to, the retirement or health benefits programs administered by the system.”).² For these reasons, the Court concludes that section 17 does not impose fiduciary duties with respect to administration of the LTC Program (or any program other than a public pension or retirement system).

But even if section 17 did apply to administration of the LTC Program, as will be explained below, the acts that form the basis of the breach of fiduciary claim are discretionary acts for which the CalPERS Defendants are immune.

As explained in Nasrawi v. Buck Consultants LLC (2014) 231 Cal.App.4th 328:

A public entity . . . is subject to direct liability only as provided by statute or required by the state or federal Constitution. A public entity is subject to vicarious liability for injuries caused by its employees, but only to the extent those employees themselves are not immune from liability. Public entity employees are immune from liability for injuries caused by their discretionary

² Plaintiffs fail to address Government Code §21661(k), let alone reconcile it with section 17.

acts or omissions. An act or omission is considered discretionary (and subject to immunity) where it “involve[s] planning and policymaking.” Immunity is considered appropriate “for those ‘*basic policy decisions* [which have] ... been [expressly] committed to coordinate branches of government,’ ” because “judicial interference” with such decisions “would ... be ‘unseemly.’ ” “[T]o be entitled to immunity the state must make a showing that such a policy decision, consciously balancing risks and advantages, took place.” By contrast, “lower-level, or ‘ministerial,’ decisions that merely implement a basic policy already formulated” are not entitled to immunity. See Nasrawi, *supra*, 231 Cal.App.4th at 341 (italics in original).

In Nasrawi, the plaintiffs, retired public employees of Stanislaus County and beneficiaries of a public pension trust administered by the Stanislaus County Employees Retirement Association (“Association”), alleged, *inter alia*, that the Association breached its constitutional fiduciary duty imposed by section 17 by failing to sue actuaries for negligent preparation of an actuarial valuation. *Id.* at 332, 336. The Association demurred, which the trial court sustained without leave to amend on three grounds, including immunity. *Id.* at 337.

The Court of Appeal concluded that the trial court correctly sustained the demurrer on immunity grounds. *Id.* at 342-343. The Court of Appeal stated that “[t]he constitutional provision on which plaintiffs rely—*section 17*,--imposes various fiduciary duties *on the board*, not the Association itself,” and thus, “the Association’s liability, if any, is vicarious liability.” *Id.* at 341 (italics in original). It then determined the question of “whether the board--and hence the Association--is immune from liability.” *Id.* According to the Court of Appeal, the Association’s liability “turns on whether [the board’s] ‘omission was the result of the exercise of the discretion vested in’ the board.” *Id.* at 342. In concluding in the affirmative, it explained:³

³ Contrary to Plaintiffs’ characterization of the Court of Appeal’s governmental immunity discussion in Nasrawi, such is not “dicta.” As noted above, the trial court sustained the demurrer without leave to amend on three grounds—i.e., failure to comply with the Government Claims Act (§810, *et seq.*), governmental immunity, and failure to allege legally cognizable damages. See Nasrawi, *supra*, 231 Cal.App.4th at 337. The Court of Appeal first addressed the Government Claims Act ground, concluding that the plaintiffs were required to satisfy the claims presentation requirement. *Id.* at 339. The Court of Appeal then addressed the governmental immunity ground, concluding that the Association’s discretionary decision to not pursue litigation against the actuaries was immunized under Government Code §820.2, and “[t]herefore, the trial court correctly sustained the Association’s demurrer on immunity grounds.” *Id.* at 342-343. Then, in footnote, the Court of Appeal stated: “Because we conclude the trial court correctly sustained the Association’s demurrer on Government Claims Act *and immunity grounds*, we need not consider whether plaintiffs alleged legally cognizable damages.” *Id.* at 343 and FN6 (italics supplied). “[I]t is well settled that where two independent reasons are given for a decision, neither one is to be considered mere *dictum*, since there is no more reason for calling one ground the real basis of the

Section 17 imposes various fiduciary duties on the board. Given the breadth of those duties, section 17 necessarily vests the board with discretion in the manner in which it fulfills those duties. The decision whether to pursue litigation necessarily requires a judgment based on an evaluation of the merits of the potential claim and possible defenses, as well as a cost-benefit analysis of the litigation. “The decision, requiring as it does, comparisons, choices, judgments, and evaluations, comprises the very essence of the exercise of ‘discretion’ and we conclude that such decisions are immunized under section 820.2.”⁴ Id.

As in Nasrawi, the Board Defendants’ liability (and CalPERS’ vicarious liability) “turns on whether [the board’s] ‘omission was the result of the exercise of the discretion vested in’ the board.” See Nasrawi, *supra*, 231 Cal.App.4th at 342. The Board Defendants’ omissions pertain to pricing and investment decisions (i.e., “grossly underpric[ing] premiums, fail[ing] to properly fix premiums based on the 5% inflation protection benefit option, and engag[ing] in an improper and reckless aggressive 44% investment strategy”), which require “evaluations, appraisals and choices that are the very essence of discretion.” See San Mateo Union High School District. v. County of San Mateo (2013) 213 Cal.App.4th 418, 430.

In San Mateo, the plaintiffs, investors in a pooled investment fund managed and operated by the defendants, San Mateo County and the County Treasurer, asserted claims arising from the defendants’ bad investments in Lehman Brothers. See San Mateo, *supra*, 213 Cal.App.4th at 424. The defendants demurred on various grounds, including governmental immunity. Id. The trial court sustained the demurrer without leave to amend, which the Court of Appeal affirmed. Id. In concluding that the defendants were immune, the Court of Appeal reasoned that the County Treasurer (whose actions the County’s liability, if any, was based upon) exercised discretion regarding “crucial investment policy decisions that assessed the risks and advantages of competing investment opportunities.” Id. at 434. According to the Court of Appeal, “[the County Treasurer’s] decisions as a public servant investor bear the hallmarks of discretionary activity which should not be the subject of scrutiny and second-guessing by a coordinate branch of government.” Id. This same reasoning applies to the Board Defendants’ pricing and investment decisions here.

decision than the other.” See Southern Cal. Ch. of Associated Builders etc. Com. v. California Apprenticeship Council (1992) 4 Cal.4th 422, 431 and FN3.

⁴ This statute provides: “Except as otherwise provided by statute, a public employee is not liable for an injury resulting from his act or omission where the act or omission was the result of the exercise of the discretion vested in him, whether or not such discretion be abused.”

In opposition, Plaintiffs rely upon Government Code §814, which provides: “Nothing in this part affects liability *based on contract or the right to obtain relief other than money or damages* against a public entity or public employee.” See Opposition, §§V.A and V.B. But Government Code §814 does not trump the CalPERS Defendants’ discretionary acts immunity here.

First, as the CalPERS Defendants correctly contend, Plaintiffs’ breach of fiduciary claim is not “based on contract.” As explained in Roe v. State of California (2001) 94 Cal.App.4th 64, 69: “Whether an action is based on contract or tort depends upon the nature of the right sued upon, not the form of the pleading or relief demanded. If based on breach of promise it is contractual; if based on breach of a noncontractual duty it is tortious. If unclear the action will be considered based on contract rather than tort.” Here, Plaintiffs’ breach of fiduciary claim is not based on a breach of any promise, but on noncontractual duties related to their administration of the LTC Program. Further, the case cited by Plaintiffs, E. H. Morrill Co. v. State (1967) 65 Cal.2d 787, does not assist them. There, the plaintiff, as a general contractor for the construction of a state facility, sued the state for damages for the costs of performing additional subsurface rock excavation. See E. H. Morrill, *supra*, 65 Cal.2d at 789. The complaint alleged that the parties entered into a contract in accordance with plans, specifications and special conditions attached to the written contract. *Id.* Special Condition 1A-12 provided: “Special Site Conditions. The site is situated on a terminal moraine. The soil is composed of granite boulders, cobbles, pebbles, and granite sand. *Boulders which may be encountered in the site grading and other excavation work on the site vary in size from one foot to four feet in diameter. The dispersion of boulders varies from approximately six feet to twelve feet in all directions, including the vertical.*” *Id.* at 789-790 (italics in original). The complaint further alleged that “the Special Condition was false in that it misrepresented the true character of the site, and that the boulders found were substantially larger and more concentrated than represented.” *Id.* at 790. The misrepresentations in E. H. Morrill were set forth in the Special Condition attached to the contract, and were “based on contract” for purposes of Government Code §814 and therefore not subject to Government Code §818.8 immunity. *Id.* at 793-794. Plaintiffs here have not pointed to a similar liability “based on contract.”

Plaintiffs contend that “the fiduciary relationship between CalPERS and the Class arises solely from the contract entered into by the parties.” See Opposition, 22:13-14. To get to that conclusion, it is Plaintiffs’ position that the statute permitting CalPERS to sell LTC insurance policies on the condition that it acted as a fiduciary,⁵ “is incorporated into every LTC insurance contract sold by CalPERS.”

⁵ Plaintiffs appear to be referring to Government Code §21664, subdivision (a), which provides: “The Public Employees’ Long-term Care Fund is established for the purpose of administering any self-

Id., 22:14-16. But despite Plaintiffs' characterization, their breach of fiduciary claim, at bottom, is based on breach of duties that do not derive from the LTC insurance contracts, and alleges tortious acts in connection with the CalPERS Defendants' administration of the LTC Program. See Corrected First Amended Complaint, ¶¶97-98.

Second, inclusion of a request for injunctive relief does not exempt Plaintiffs' breach of fiduciary claim from immunity. In Schooler v. State of California (2000) 85 Cal.App.4th 1004, the plaintiff argued that Government Code §814 barred immunity under Government Code §831.25 (governmental immunity for injuries caused by natural conditions of adjacent public property) "because he seeks injunctive relief, not money damages." See Schooler, supra, 85 Cal.App.4th at 1013. The Court of Appeal rejected that argument, explaining that "[section 814] cannot be applied in such a way as to circumvent either its own underlying legislative policy or that of another section in the Tort Claims Act," and "[a]pplying section 814 as advocated by [the plaintiff] would result in both." Id. According to the Court of Appeal, the policy of section 814 is to bar immunities other than for tort damages, and the policy of section 831.25 is to limit the government's financial burdens with respect to injuries caused by natural conditions of public land. Id. It stated that the injunctive relief sought by the plaintiff—i.e., to require the State to take various measures that imposed financial burdens—is contrary to both policies. Id. at 1014-1015. Here, Plaintiffs' similar argument that Government Code §814 bars the CalPERS Defendants' governmental immunity fails. The injunctive relief Plaintiffs seek is an order enjoining future rate increases, directing a rollback of the 85% rate increase, and reinstating coverage to those who lost or reduced their coverage. See Opposition, 23:12-16. This order would effectively place financial burdens upon CalPERS that section 814 guards against.

The uncertified portion of the breach of fiduciary duty claim (i.e., based on failure to provide "complete, timely, and accurate information about the financial stability of the LTC Fund") fails for an independent reason. In addition to discretionary acts immunity, the CalPERS Defendants are immune under Government Code §§818.8 and 822.2 since this portion of the breach of fiduciary duty claim rests on concealment. See, e.g., Corrected First Amended Complaint, ¶153 (alleging that "[a]t all times, Defendants knew the LTC policies were grossly underpriced and that the premiums would have to be raised"); ¶166 (alleging that

funded long-term care plan developed by the board and for recovering the administrative costs of the long-term care program from insurance carriers and premiums. Notwithstanding Section 13340, the Public Employees' Long-term Care Fund is continuously appropriated, without regard to fiscal years, to the board to carry out the purposes of this article, consistent with its fiduciary duty. Funding for the board's administrative costs is subject to appropriation by the Legislature and shall be paid out of the Public Employees' Long-term Care Fund."

“CalPERS had knowledge that premiums for the LTC policies would be increased to unaffordable and unexpected levels”); ¶¶73, 77, 81 (alleging that Plaintiffs received promotional materials “tout[ing] the financial stability of [CalPERS’] LTC Program,” but “[a]t no time during this period did CalPERS disclose to [Plaintiffs] that its LTC policies were underpriced and improperly invested). Section 818.8 provides public entities with absolute immunity from liability for negligent or intentional misrepresentation, and section 822.2 provides a similar immunity to public employees. See Legislative Committee Comments to Government Code §818.8. These immunities include concealment. See Harshbarger v. City of Colton (1988) 197 Cal.App.3d 1335, 1343 (“[T]he immunity provided governmental entities by section 818.8 for misrepresentation applies not only to the first two types of deceit described in Civil Code section 1710 (intentional misrepresentation and negligent misrepresentation) but also to concealment—suppression of fact.”).

And as a final note, Plaintiffs erroneously state that “[w]hen evaluating a claim of immunity, ‘the rule is liability, immunity is the exception.’” See Opposition, 20:13-15 (citing to Muskopf v. Corning Hosp. Dist. (1961) 55 Cal.2d 211, 219). Muskopf has been superseded by statute (i.e., the Government Claims Act, Government Code §810 *et seq.*) as stated in State Dept. of State Hospitals v. Superior Court (2015) 61 Cal.4th 339. “Under the act, a public entity is *not* liable ‘[e]xcept as otherwise provided by statute.’” See State Dept., *supra*, 61 Cal.4th at 348 (italics supplied); see also Trinkle v. California State Lottery (1999) 71 Cal.App.4th 1198, 1202 (“The statute amounts to a legislative declaration that governmental immunity from suit is the rule and liability the exception.”).

For the above reasons, the motion for summary adjudication of the 1st cause of action for breach of fiduciary duty is GRANTED.⁶

(2) BREACH OF CONTRACT

In the 2nd cause of action for breach of contract, Plaintiffs allege that the CalPERS Defendants breached their contractual obligations, “including increasing premiums in violation of the [Evidence of Coverage (“EOC”)] and failing to continue to provide the Inflation Protection Benefit without requiring that Plaintiffs and members of the Class pay additional premiums.” See Corrected First Amended Complaint, ¶109.

The CalPERS Defendants contend that they are entitled to summary adjudication on this cause of action because: (1) it is time-barred; and (2) it unambiguously permits CalPERS to raise premiums. See Motion, §§III.C.1 and III.C.2.

⁶ The CalPERS Defendants separately discussed the uncertified claim (based on ¶97 of the pleading) and the certified claim (based on ¶98 of the pleading). See Motion, §§III.B.1 to III.B.3.

A. Statute of limitations

The CalPERS Defendants contend that the breach of contract claim is time-barred under the 4-year limitations period set forth in CCP §337.⁷ They contend that Plaintiffs' claim accrued in 2003 when CalPERS first raised premiums by 30%. It is the CalPERS Defendants' position that the prior premium increases—i.e., 30% in 2003, 41.7% in 2007, and 5% each in 2010, 2011, 2012, and 2013—were no different than the 85% increase. See CalPERS Defendants' UMF No. 11.

"In ordinary . . . contract actions, the statute of limitations . . . begins to run upon the occurrence of the last element essential to the cause of action." See Neel v. Magana, Olney, Levy, Cathcart & Gelfand (1971) 6 Cal.3d 176. But as Plaintiffs correctly contend, damages resulting from the "then-unknown premium rate increase [85%], for completely unknown reasons, that would occur at some unspecified future date [2013], which had not yet been determined, announced, or imposed" would have been deemed speculative had Plaintiffs sued based on the first premium increase in 2003. See Opposition, 17:24-17:7. "It is black-letter law that damages which are speculative, remote, imaginary, contingent or merely possible cannot serve as a legal basis for recovery." See Mozzetti v. City of Brisbane (1977) 67 Cal.App.3d 565, 577.

In addition, Plaintiffs have raised a triable issue as to whether the reasons for implementation of the 85% increase differed from the prior premium increases⁸ such that a new limitations period was triggered. See Plaintiffs' Response to CalPERS Defendants' UMF No. 11. For example, Plaintiffs have presented evidence that the 85% increase, unlike the prior premium increases, targeted only LTC1 and LTC2 policies with inflation protection or lifetime benefits. *Id.*; see also Plaintiffs' Additional Fact No. 107 (citing to

⁷ It is the CalPERS Defendants' position that a shorter limitations period applies to the breach of contract claim to the extent it seeks money damages, but for purposes of the motion, they discuss the longer statute of limitations period. See Motion, FN8.

⁸ Alternatively, it is arguable that the CalPERS Defendants did not meet their initial burden of showing that the 85% increase was implemented for the same reasons as the prior premium increases. See CalPERS Defendants' UMF No. 11. The CalPERS Defendants rely upon the following portion from a 2/11/13 letter from Ann Boynton, CalPERS' Deputy Executive Officer for Benefit Programs Policy and Planning, to Plaintiff Eileen Lodyga, which generally provides: "We know that you are counting on CalPERS' Long-Term Care Program to help support you in the future and we are committed to maintaining the financial solvency of the program. Therefore, similar to the private long-term care industry, we have implemented several actions needed to sustain the LTC Program that include: refining the investment mix of the CalPERS LTC Fund, adjusting the LTC Program's expected return on investments, and implementing a series of premium increases."

CalPERS' Agenda Item 5,⁹ October 16, 2012). In letters dated 2/11/13 and 3/22/13 sent to these policyholders, CalPERS informed them, *inter alia*, that they were receiving the letters "because" their policies provide lifetime benefits and built-in inflation protection, and that such policies are subject to 5% premium increases in 2013 and 2014 and an 85% premium increase in 2015. See Plaintiffs' Response to CalPERS Defendants' UMF No. 11. In the 3/22/13 letter, CalPERS also offered seven different options that had a corresponding impact on coverage and premium payments:

- If a policyholder maintained lifetime coverage with built-in inflation protection, he/she would be subject to the 2013 and 2014 (5%) and 2015 (85%) increases. [Option 1]
- If a policyholder maintained lifetime coverage with built-in inflation protection and reduced the Daily Benefit Amount, he/she would avoid the 2013 (5%) increase, but would be subject to the 2014 (5%) and 2015 (85%) increases. [Option 2]
- If a policyholder reduced lifetime coverage to a 6- or 3-year benefit period and kept built-in inflation protection, he/she would reduce his/her premium, would avoid the 2013 and 2014 (5%) increases, but would be subject to the 2015 (85%) increase. [Options 3 and 4]
- If a policyholder reduced lifetime coverage to a 10-, 6-, or 3-year benefit period and **dropped** built-in inflation protection, he/she would reduce his/her premium and would **avoid** the 2013 and 2014 (5%) and **2015 (85%)** increases. [Options 5, 6, and 7]

From this evidence, the trier of fact could reasonably infer that the 85% increase on these types of policies was, at least in part, "a result of" the expanding liabilities of inflation protection and/or lifetime benefits. It is plainly evident from the above options that the 85% premium increase was imposed on policyholders who kept the lifetime coverage and/or inflation protection, suggesting that a driving reason for the 85% premium increase was to do away with the inflation protection and/or lifetime benefits.

⁹ Agenda Item 5, under the heading "Executive Summary," states that the recommended actions for the LTC Program (including "[i]mplement[ation] [of] a rate increase of 85 percent for specific LTC1 and LTC2 policies to be levied over a two-year period, beginning in 2015") were designed to achieve certain objectives. One of those objectives was to "ensure the LTC Fund solvency by applying a premium increase effective 2015 to *those plan policies that present a greater liability to the LTC Fund* resulting from initial underwriting, pricing, and claims experience." While the overarching goal was LTC Fund solvency, it could be reasonably inferred that the 85% premium increase was at least partly due to the higher amount of benefits provided to policies with inflation protection or lifetime benefits that were not accounted for at the outset.

As Plaintiffs have raised a triable issue as to whether the reasons for implementation of the 85% increase differed from the prior premium increases,¹⁰ the motion for summary adjudication of the 2nd cause of action for breach of contract based on statute of limitations grounds is DENIED.

B. Merits

In addition, the CalPERS Defendants contend that the breach of contract claim fails on the merits. See Motion, §III.C.2. Specifically, it is their position that the alleged breach is expressly authorized by the contract. *Id.*, 18:21-26. They point to at least three places in the EOC that permit them to raise premiums on a class-wide, issue-age basis, and with at least 60 days written notice:

- “Your premiums will never increase due solely to a change in Your age or health. CalPERS can, however, change Your premiums, but only if We change the premium schedule on an issue-age basis for all similar coverage issued in Your state on the same form as this coverage. We must give You at least 60 days written notice before We change Your premiums.” [CalPERS Defendants’ UMF No. 15]
- “The premium rates shown in the Schedule of Benefits may be changed on the anniversary of Your Coverage Effective Date and on any premium due date thereafter. Any changes made will be on an issue age basis for all similar coverage issued in Your state on the same form as this coverage, and made by action of the CalPERS Board of Administration, according to criteria they establish.” [CalPERS Defendants’ UMF No. 16]
- “If premium rates are increased on a class basis, You will have the option of maintaining Your current benefits at the increased premium rate; or electing a decrease in coverage . . . We will give you written notice of any proposed change in Your premium rates at least 60 days in advance of such change.” [CalPERS Defendants’ UMF No. 17]

However, Plaintiffs have raised a triable issue as to whether the CalPERS Defendants breached these provisions of the EOC by imposing the 85% premium increase on certain LTC1 and LTC2 policyholders, as opposed to all LTC1 and LTC2 policyholders across the board. Rather than increase premiums “on an issue-age basis for all similar *coverage*” as the EOC permits, Plaintiffs claim that CalPERS increased premiums based on the policyholder’s

¹⁰ For this reason, the Court need not address Plaintiffs’ “continuous accrual” theory.

benefits.¹¹ To illustrate, they present evidence that CalPERS increased premiums for LTC1 and LTC2 policyholders with “inflation protection and lifetime without inflation protection,” but not 3- or 6-year LTC1 and LTC2 policies without inflation protection. See Plaintiffs’ Additional Fact No. 117.

Further, the unambiguous terms of the EOC do not permit rate increases that are the “result of” increasing benefits owed to policyholders who purchased inflation protection.¹² See Opposition, §III.B. Specifically, the EOC, under the heading “BENEFIT: INFLATION PROTECTION,” provides:¹³

Your Premium Will Not Increase

Your premium rate will not increase as a result of these annual benefit increases.¹⁴

Plaintiffs have raised a triable issue as to whether the CalPERS Defendants breached this promise to those who purchased inflation protection. As stated above, Plaintiffs have presented evidence from which a trier of fact could reasonably infer that the 85% increase was at least partly “a result of” the annual benefit increases. See Plaintiffs’ Response to CalPERS Defendants’ UMF No. 11; see also Plaintiffs’ Additional Fact No. 107.

(3) BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING; RESCISSION; DECLARATORY AND INJUNCTIVE RELIEF

The CalPERS Defendants contend that the 3rd cause of action for breach of the implied covenant of good faith and fair dealing fails for multiple reasons. See Motion, §III.D. First, the CalPERS Defendants contend that none of the conduct alleged by Plaintiffs can give rise to a breach of the implied covenant of good

¹¹ This distinction by Plaintiffs between “coverage” and “benefits” is a reasonable interpretation. As Plaintiffs point out, throughout, the EOC distinguishes between these two terms. For example, the PERS Comprehensive Plan EOC, in the section entitled “CONDITIONS FOR RECEIVING BENEFITS,” “describes important features of Your *coverage* and how You become eligible to receive *benefits*.” It enumerates “[t]he *benefits* included in this *coverage*” to be the nursing home benefit, residential care facility benefit, home and community care benefit, respite care benefit, care advisory benefit, the elective inflation protection benefit, the elective benefit increase option, and the return of premium death benefit. See EOC (PTLF – Wedding 000024).

¹² While Plaintiffs contend that the EOC is unambiguous, they nevertheless point to extrinsic evidence. Specifically, Plaintiffs point to the annual letter from CalPERS to policyholders with inflation protection benefits that had an attached Schedule of Benefits reflecting a 5% increase. Each letter from 1996 through 2011 stated that “You will not see any change in premium resulting from this change,” whereas the 2012 letter eliminated such language. See Plaintiffs’ Additional Fact Nos. 98-99.

¹³ See Plaintiffs’ Additional Fact No. 43 (emphasis in original).

¹⁴ Those annual benefit increases include 5% increases in the policyholder’s nursing home daily maximum, residential care facility daily maximum, home and community care monthly maximum, and unused balance in his/her total coverage amount. See EOC (PTLF – Wedding 000033).

faith and fair dealing because Plaintiffs are not yet entitled to, and have not been denied, payment for benefits under their policies. Id., 22:28-23:12. Alternatively, even if the law permitted a bad faith claim based solely on conduct not involving non-payment of benefits, the CalPERS Defendants contend that that claim is time-barred under the 2-year statute of limitations set forth in CCP §339(1). Id., 23:23-24:3. They contend that all of the alleged conduct occurred more than two years prior to the filing of this action in August 2013. Id., 24:3-9 (citing to CalPERS Defendants' UMF Nos. 4, 24). The CalPERS Defendants also contend there is no bad faith because they were entitled to increase premiums for the reasons they discuss in §III.C.2 (re: breach of contract). Id., 24:10-16. Finally, the CalPERS Defendants contend that, to the extent Plaintiffs have framed their claim as a tort, it is also barred by governmental immunity. Id., 24:17-18.

As to the 4th cause of action for rescission, the CalPERS Defendants argue that: (1) it is merely a remedy and should be dismissed as surplusage; (2) it is based on concealment of "true facts" regarding the stability of the LTC Fund and CalPERS' investment strategies, and is therefore a tort barred by the absolute immunity set forth in Government Code §818.8; and (3) to the extent it is predicated on the Insurance Code, the sections of that code do not apply to CalPERS, which is not an insurance company. Id., §III.F.

As to the 5th cause of action for declaratory and injunctive relief, the CalPERS Defendants contend that this cause of action fails because, as explained above, Plaintiffs have not stated (and cannot state) an underlying claim for relief. Id., §III.F.

In opposition to the motion regarding the 3rd, 4th, and 5th causes of action, Plaintiffs simply respond that the CalPERS Defendants' arguments "are either based on CalPERS prevailing on the arguments discussed above regarding the breach of contract and breach of fiduciary duty claims or are identical to those asserted in its Demurrer to Plaintiffs' First Amended Complaint." See Opposition, 25:8-13. As to the former, Plaintiffs state that CalPERS is not entitled to judgment as a matter of law, and thus, its derivative argument fails. Id., 25:13-14. As to the latter, Plaintiffs state that those arguments should again be rejected for the reasons set forth in Judge Johnson's 5/29/14 order overruling CalPERS' demurrer. Id., 25:14-16.

The reply does not specifically address the 3rd, 4th, and 5th causes of action.

The motion for summary adjudication of the 3rd cause of action for breach of the implied covenant of good faith and fair dealing is DENIED. First, it appears that a bad faith claim can be based on conduct not involving non-payment of benefits. See, e.g., Blue Shield of California Life & Health Ins. Co. v. Superior Court (2011)

192 Cal.App.4th 727, 730 (bad faith claim based on insurer's decision to rescind insured's health insurance policy shortly after she received approval for, and then underwent, gastric bypass surgery); Archdale v. American Int'l Specialty Lines Ins. Co. (2007) 154 Cal.App.4th 449 (bad faith claim based on insurer's failure to accept a reasonable offer to settle a claim against its insured). Second, the CalPERS Defendants' statute of limitations argument appears to be based on the premise that the 85% increase was no different from prior premium increases. However, as discussed above, a triable issue exists as to whether the reasons for implementation of the 85% increase differed from the prior premium increases such that a new limitations period was triggered. See Plaintiffs' Response to CalPERS Defendants' UMF No. 11. Third, while it is true that "if defendants were given the right to do what they did by the express provisions of the contract there can be no breach" of the implied covenant of good faith and fair dealing,¹⁵ as also discussed above, a triable issue exists as to whether the CalPERS Defendants breached the express provisions of the EOC in the first instance. Lastly, the CalPERS Defendants' argument that governmental immunity bars this claim "to the extent Plaintiffs have framed their claim as a tort" does not "completely dispose[] of [the] cause of action" because Plaintiffs appear to be seeking contract and tort remedies. See Corrected First Amended Complaint, ¶¶118-119.

The motion for summary adjudication of the 4th "cause of action" for rescission is GRANTED.¹⁶ First, "[r]escission is *not* a cause of action; it is a remedy." See Nakash v. Superior Court (1987) 196 Cal.App.3d 59, 70 (italics in original). Second, Plaintiffs' rescission claim is barred by the absolute immunity set forth in Government Code §818.8. Similar to the uncertified portion of the breach of fiduciary duty claim (i.e., based on failure to provide "complete, timely, and accurate information about the financial stability of the LTC Fund"), the rescission claim is based on concealment of "true facts"¹⁷ and fails for the same reasons.

The motion for summary adjudication of the 5th cause of action for declaratory and injunctive relief is DENIED. The CalPERS Defendants' sole argument is that this cause of action fails because Plaintiffs have not stated (and cannot state) an underlying claim for relief. In light of the ruling denying the motion for summary adjudication of the 2nd cause of action for breach of contract and 3rd cause of action for breach of the implied covenant of good faith and fair dealing, the motion for summary adjudication of this cause of action necessarily fails.

¹⁵ See Carma Developers (Cal.), Inc. v. Marathon Dev. California, Inc. (1992) 2 Cal.4th 342, 374.

¹⁶ The CalPERS Defendants' third argument—i.e., that the rescission claim fails "to the extent that it is predicated on the California Insurance Code"—does not reach the entirety of that claim as required by CCP §437c(f)(1).

¹⁷ See Corrected First Amended Complaint, ¶124.

PLAINTIFFS' OBJECTIONS

While Plaintiffs are correct that the CalPERS Defendants failed to comply with certain procedural requirements of California Rules of Court, rule 3.1350, "the court's power to deny summary judgment on the basis of failure to comply with California Rules of Court, rule 3.1350 is discretionary, not mandatory." See Truong v. Glasser (2009) 181 Cal.App.4th 102, 118. Plaintiffs' procedural objections on that basis (Nos. 1-15) are OVERRULED.

Plaintiffs' procedural objection No. 16 is OVERRULED. "Some cases follow the 'Golden Rule' of summary judgment and refuse to consider evidence not listed in the moving party's separate statement of undisputed facts on a motion for summary judgment. [¶] [However], [o]ther cases hold that whether to consider evidence omitted from the moving party's separate statement rests in the trial court's sound discretion. The rationale is that CCP §437c(c) requires the court to consider 'all of the evidence set forth in the papers,' including facts stated in declarations, exhibits, points and authorities or other papers presented to the court on a summary judgment motion." See Weil & Brown, Cal. Practice Guide: Civ. Pro. Before Trial (The Rutter Group 2017) ¶ 10:95.4.

The Court rules on Plaintiffs' evidentiary objections are OVERRULED as to No. 1 and SUSTAINED as to Nos. 2-6.

CALPERS DEFENDANTS' OBJECTIONS

The objections to the Gregor Declaration are OVERRULED in their entirety.

The objections to the Chadick Declaration are OVERRULED as to No. 1 and SUSTAINED as to Nos. 2-22.

The objections to the Hager Declaration are OVERRULED as to No. 1 and SUSTAINED as to Nos. 2-27.

EXHIBIT 5

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21 SUPERIOR COURT OF THE STATE OF CALIFORNIA
22 FOR THE COUNTY OF LOS ANGELES

23 ELMA SANCHEZ, et al.,
24
25 Plaintiffs,
26 v.
27 CALIFORNIA PUBLIC
28 EMPLOYEES' RETIREMENT
29 SYSTEM, et al.,
30 Defendants.

Case No.: BC517444
[Honorable Ann I. Jones, Dept. 308]

**JOINT STATUS CONFERENCE
STATEMENT**

Date: July 18, 2017
Time: 1:45 p.m.
Dept: 308
Trial Date: October 2, 2017

1 Pursuant to the Court's request, the Parties present the following Joint Status
2 Conference Statement:

3 **I. INTRODUCTION**

4 There are three motions pending before the Court:

5 (1) Plaintiffs' motion for preliminary approval of their settlement agreement
6 with the Towers Watson Defendants, which is currently set for hearing July 18,
7 2017.

8 (2) The Towers Watson Defendants' motion for a good faith settlement
9 determination, which is currently set for hearing on July 18, 2017. No opposition
10 to this motion was filed.

11 (3) In the event that preliminary or final approval of the settlement is denied,
12 the Towers Watson Defendants' pending motion for summary judgment which,
13 if granted, will end the proceedings in this Court with respect to the Towers
14 Watson Defendants. The Towers Watson Defendants' motion for summary
15 judgment is currently set for hearing on August 4, 2017.

16
17 **II. POTENTIAL BIFURCATION OF CLAIMS FOR TRIAL**

18 **A. Plaintiffs' Statement**

19 At the hearing on Defendant CalPERS' Motion for Summary Judgment, the
20 Court raised the issue of bifurcation of the case for trial. Specifically, the Court
21 suggested the possibility that the Parties try Plaintiffs' uncertified declaratory relief
22 claim first. Plaintiffs believe that the case should be bifurcated for trial in this fashion.

23 Plaintiffs contend that there are significant efficiencies to managing the case in
24 this manner. Specifically, the declaratory relief trial could be used to address three
25 legal/factual questions that are at the heart of this case:

- 26 • First, did CalPERS breach the insurance contract when it increased premiums in 2013 because the increase was "as a result" of the inflation

1 protection benefit? In other words, this question will focus on whether
2 CalPERS breached the contract by raising rates for reasons not permitted
3 under the contract.

- 4 • Second, did CalPERS breach the insurance contract by focusing the 2013
5 rate increase only on policyholders who purchased inflation protection
6 and lifetime benefits? In other words, did CalPERS breach the contract by
7 implementing the rate increase in a way that violates the contract terms.
- 8 • Third, are plaintiffs' claims barred by the statute of limitations?

9 Focusing the initial trial on these issues will be efficient for the parties because a
10 decision on these issues could significantly aid the parties' efforts to evaluate the case
11 and potential class-wide resolution. Also, by trying the declaratory relief claim first,
12 expert analysis and discovery concerning damages can be postponed until after the
13 declaratory relief trial. Lastly, by trying the uncertified declaratory relief claims first,
14 the submission of a trial plan and motions to decertify the class can be postponed or
15 potentially avoided altogether.

16 Plaintiffs propose that the court enter an order: 1) keeping the current October 2,
17 2017 date to start the trial of the declaratory relief claim; 2) setting all pre-trial and
18 expert discovery deadlines pursuant to the Code of Civil Procedure; and 3) staying
19 expert discovery and the resolution of any remaining discovery issues with respect to
20 all causes of action other than plaintiffs' declaratory relief claim.

21 After reviewing the CalPERS Defendants' Statement, Plaintiffs add the following:

22 The CalPERS Defendants have inserted a litany of inappropriate argument as to
23 why they are unable to satisfy any judgment or agree to any settlement. Plaintiffs
24 disagree with the CalPERS Defendants' position. CalPERS is an agency of the State of
25 California and the State acts through its state agencies. (*Bacich v. Bd. of Control* (1943) 23
26 Cal.2d 343, 346.) As a state agency, CalPERS entered into binding contracts with the
Class. CalPERS, and consequently the State, cannot avoid liability for breaching those
contracts by simply arguing that the LTC fund is a "closed fund." If CalPERS does not

1 have sufficient money in the LTC Fund to pay a judgment or settlement, it can seek an
2 appropriation from the State Legislature since the State of California is ultimately
3 responsible for the debts of its agencies. In fact, the California Government code
4 expressly provides a process whereby the Attorney General can seek appropriations to
5 settle ongoing litigation against state agencies. This case is no different than any other
6 of the thousands of cases state agencies settle each year when they have breached a
7 contract or committed a tort.

8 Plaintiffs also disagree with the proposal to bifurcate and try CalPERS'
9 Defendants' equitable defenses first. As the Court stated at the hearing on CalPERS'
10 Motion for Summary Judgment in response to that proposal, "I think that might be too
11 small bore, because if you don't win, then we have another trial. I would like something
12 . . . that gives everybody the most robust test of the respective positions of the parties,
without having a class action trial." (June 8, 2017 Transcript, at p. 78:13-18.)

13 Plaintiffs also disagree with the CalPERS Defendants' proposal to require
14 Plaintiffs to file and serve a trial management plan within 15 days, etc., and to set a
15 further status conference on the motion for decertification. Plaintiffs agree with the
16 Court's comments from the hearing on CalPERS' motion for summary judgment: the
17 court should find a way to "tee up the underlying legal dispute that remains between
18 the parties, short of trial plans, motions for decertification and class action trial,"
19 because "significantly to everyone, a lot less money gets spent trying to get an answer."
20 (June 8, 2017 Transcript, at p. 79:9-14.)

21 **B. CalPERS Defendants' Statement**

22 This matter unfortunately does not lend itself to trial management measures
23 designed to facilitate potential settlement, such as an early trial of the non-certified
24 declaratory relief claim. The problem is that CalPERS could not settle this matter if it
25 wanted to. As explained below, the CalPERS Long Term Care Program is wholly
26 dependent upon a closed fund without access to monies for extraordinary expenses.
Any material settlement payment or, indeed, any judgment requiring the

1 reimbursement of increased premiums would simply require CalPERS to increase
2 premiums to maintain the actuarial solvency of the Program. Under these
3 circumstances, CalPERS has no choice but to seek to vindicate its defenses in this
4 matter.

5 The California Legislature placed strict restrictions upon CalPERS' assets, and
6 the way in which they may be used. The CalPERS Long Term Care Program was
7 established by Government Code Title 2, Division 5, Part 3, Chapter 15. In turn, the
8 CalPERS Long Term Care Trust Fund ("LTC Fund") was established by Government
9 Code § 21664, for the purpose of carrying out the Long Term Care Program, including
10 the administration of the self-funded long term care plans at issue here. Pursuant to
11 Gov. Code § 21664(e), the LTC Fund is a trust fund for the exclusive benefit of LTC
12 Program enrollees. All premiums must be paid into the LTC Fund. Gov. Code §
13 21661(l). All income earned on the LTC Fund must be credited to the LTC Fund. Gov.
14 Code § 21664(d). All administrative costs must be paid out of the LTC Fund. Gov.
15 Code § 21664(a).

16 Importantly, CalPERS Long Term Care plans "shall not become part of, or
17 subject to, the retirement or health benefits programs administrated by" CalPERS. Gov.
18 Code § 21661(k). And the CalPERS Public Employees Retirement Fund (the "PERF")
19 and Health Care Fund are governed by separate statutory schemes that strictly
20 prohibits their use for any purpose other than retirement and health benefits,
21 respectively. *See Valdes v. Cory*, 139 Cal.App.3d 773, 788-790 (1983) (holding that § 20170
22 and § 20176 PERF strictly protects the PERF from any non-retirement related uses); Gov.
23 Code § 22911(e) (subjecting the Health Care Fund to similar restrictions). Consistent
24 with this statutory scheme, CalPERS has always treated the LTC Fund as a self-
25 contained fund, and as the single source of available funding for the Long Term Care
26 Program. Thus, the LTC Program's operation is limited to funds generated by
premiums and investment returns.

Because the LTC Fund is the only source of recovery in this litigation other than a

1 modest (and depleting) insurance policy, this case presents an existential challenge:
2 CalPERS does not have the resources available to provide the relief requested in this
3 action, either by way of settlement or in satisfaction of a judgment, without
4 precipitating either actuarial insolvency or a further premium increase.

5 Plaintiffs' contention that CalPERS can rely upon a future appropriation of funds
6 from the legislature in the event of a settlement or a judgment is based entirely upon
7 speculation. The Long Term Care Fund was specifically designed by the legislature to
8 be a closed fund, and has never received an appropriation from the legislature in the
9 past, despite the existence of the actuarial deficits that gave rise to the premium increase
10 that is at issue in this litigation, as well as the prior increases. If history is any guide,
11 there is no reason to believe that a legislative appropriation would be forthcoming in
12 response to the actuarial deficit that would result from a settlement or judgment in this
13 case. Thus, contrary to Plaintiffs' contention, this case *is*, in fact, different than "the
14 thousands of cases state agencies settle each year when they have breached a contract or
15 committed a tort." Those "thousands" of cases don't involve a statute like the one we
16 have here that sets up a closed trust fund and explicitly circumscribes the sources and
17 uses of funds. Plaintiffs cite no authority for the proposition that they can "pierce" the
18 Long Term Care Fund or recover from any source other than the Long Term Care Fund.
19 In any event, neither CalPERS, Plaintiffs, nor the Court can rely upon the occurrence of
20 a highly uncertain, politicized, and speculative future event such as a legislative
21 appropriation.

22 CalPERS is working now to determine the precise financial impact of any order
23 that might require a rollback of the premium increases announced in 2013 and/or a
24 refund of all or some portion of the premiums collected attributable to those increases.

25 Alternative Proposal: Although this matter is thus not susceptible to early
26 consensual resolution, there are potentially case-dispositive affirmative defenses that
could be and should be bifurcated to promote economy for the Court and the parties,
and to avoid potential prejudice to CalPERS. For instance, CalPERS has pled two

1 equitable affirmative defenses, reformation and laches, that could be determined after a
2 relatively short bench trial. *See e.g., Raedeke v. Gibraltar Sav. & Loan Assn.*, 10 Cal.3d
3 665,671 (1974). And it may well make sense to present other potential affirmative
4 defenses that could be determined on a far more limited showing than would be
5 required by a trial on the merits of Plaintiffs' contract claims, including the difficult
6 issues of damages. *Regents of Univ. of California v. Sheily*, 122 Cal.App.4th 824, 833
7 (2004). CalPERS will be prepared to file its motions to bifurcate the trial of these
8 affirmative defenses within 60 days if the Court would find those motions helpful at
9 this time.

10 With respect to Plaintiffs' proposal that the declaratory relief claim be tried first,
11 it does not appear that any efficiency would be gained by proceeding in this manner.
12 To the contrary, it appears that Plaintiffs are attempting to get two bites at the apple.
13 Since the class is entitled to a jury trial on the enumerated issues, Plaintiffs would get a
14 second opportunity to try these issues before a jury even if CalPERS were to prevail on
15 the declaratory relief claim brought by the Plaintiffs' individually. CalPERS objects to
16 proceeding in this manner.

17 CalPERS also objects to delaying Plaintiffs' presentation of a trial plan and
18 addressing the significant trial management issues that are presented by class action
19 treatment of this case. CalPERS proposes that: (1) Plaintiffs file and serve a trial
20 management plan within 15 days; (2) Defendants have 30 days to file and serve a
21 response to Plaintiffs' trial management plan; and (3) that a further status conference be
22 set in 45 days to address the briefing of a motion for decertification.

23 **III. DISCOVERY**

24 **A. Plaintiffs' Statement**

25 Since November 2016, the parties have been engaged in extensive meet and
26 confer efforts to obtain computer data from CalPERS and its vendor, the Long Term
Care Group ("LTCG"), concerning the policyholders enrolled in CalPERS LTC program.

1 After several months of determining what data was available and plaintiffs agreeing to
2 share the cost of extracting the data, LTCG eventually produced data files on April 4,
3 2017. On April 18, 2017, the plaintiffs took the deposition of the LTCG person most
4 knowledgeable concerning the data that was produced. But the individual designated
5 by LTCG was not qualified to testify on numerous issues where testimony was required
6 and it became apparent that much of the data that was needed by Plaintiffs' experts had
7 not been produced.

8 Thereafter, counsel for LTCG voluntarily agreed to produce another corporate
9 witness and/or provide an under oath declaration clarifying many of the questions that
10 could not be previously answered at the depositions. LTCG's counsel also agreed to
11 produce additional data.

12 Despite repeated promises by LTCG to produce the requested data and
13 information, to date, it has not yet been provided. Although the Plaintiffs strongly
14 believe the data issues will be resolved without court intervention, additional time will
15 likely be needed. Therefore, the Plaintiffs propose that discovery be re-opened for a
16 period of 3 months for the sole limited purposes of ensuring that LTCG and CalPERS
17 has produced all the data that will be necessary for liability issues and for plaintiffs'
18 experts to develop a damage model for trial.

18 **B. CalPERS' Defendants' Statement**

19 CalPERS disputes Plaintiffs' account of their discussions with LTCG's counsel,
20 and what LTCG has committed to do. CalPERS also disputes Plaintiffs' entitlement to
21 receive additional discovery from LTCG, since Plaintiffs have already received
22 everything that they asked for in the subpoena they served, as limited by the meet and
23 confer process.

24 However, CalPERS is willing to stipulate to reopening discovery to permit
25 Plaintiffs to pursue additional data and foundational information from LTCG, provided
26 that Plaintiffs will stipulate to permit CalPERS to reopen discovery for the purpose of
taking one additional day's deposition of each of the named plaintiffs to address the

1 new theories of contract breach that have been disclosed since the time that their
2 depositions were taken, including over the course of the briefing and argument of
3 CalPERS' summary judgment motion.

4 Respectfully submitted,

5 Date: July 12, 2017

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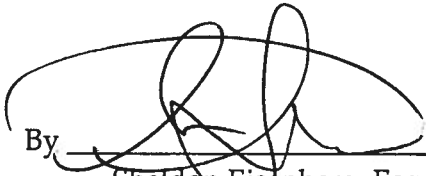
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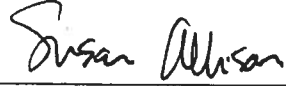
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Towers Perrin, and Tillinghast-Towers Perrin

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not
4 a party to the within action; my business address is: 707 Wilshire Blvd., Suite 3600, Los
5 Angeles, California 90017.

6 On July 12, 2017, I served the foregoing document described as:

7 **Joint Status Conference Statement**

8 on all interested parties in this action as follows:

9 **See Attached List**

10
11 **BY MAIL**

12 I caused such envelope to be deposited in the mail at Los Angeles, California. The
13 envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with this
14 firm's practice of collection and processing correspondence for mailing. It is deposited
15 with U.S. postal service on that same day in the ordinary course of business. I am aware
16 that on motion of party served, service is presumed invalid if postal cancellation date or
17 postage meter date is more than 1 day after date deposit for mailing in affidavit.

18 **BY OVERNIGHT MAIL/COURIER**

19 To expedite the delivery of the above-named document, said document was sent via
20 overnight courier for next day delivery to the above-listed party. (Drinker Biddle firm
21 only)

22 **BY ELECTRONIC SERVICE**

23 In accordance with the Court's Order for Electronic Service, all parties were served via
24 the Court ordered Electronic Service Provider, Case Anywhere.

25 I declare that I am employed in the office of a member of the bar of this court at whose direction
26 the service was made. I declare under penalty of perjury under the laws of California that the
27 above is true and correct.

28 Executed on July 12, 2017, at Los Angeles, California.


Patty Davis

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EXHIBIT 6

FILED
Superior Court of California
County of Los Angeles

MAY 15 2018

CALPERS LTC CASES

MOTION FOR DECERTIFICATION

Sherri R. Carter, Executive Officer/Clerk
By , Deputy
Pedro Martinez

Date of Hearing: **May 10, 2018**
Department: 11
Case No.: JCCP4936

Having heard argument from the parties and having taken the matter under submission, the court now rules as follows:

The motion for decertification is DENIED.

Plaintiffs' Request for Judicial Notice is GRANTED.

DISCUSSION

"Decertification requires new law or newly discovered evidence showing changed circumstances. A motion for decertification is not an opportunity for a disgruntled class defendant to seek a do-over of its previously unsuccessful opposition to certification. 'Modifications of an original class ruling, including decertifications, typically occur in response to a significant change in circumstances, and "[i]n the absence of materially changed or clarified circumstances ... courts should not condone a series of rearguments on the class issues." ' '[A] class should be decertified "only where it is clear there exist changed circumstances making continued class action treatment improper." ' " See Williams v. Superior Court (2013) 221 Cal.App.4th 1353, 1360-1361.

While "[d]ecertification generally requires changed circumstances, . . . courts retain inherent authority (and in fact have the affirmative duty) to decertify a class if a merits ruling makes clear that individual issues will engulf the litigation such that the class litigation becomes unmanageable and/or will substantially interfere with one or both of the parties' due process rights." See Kight v. CashCall, Inc. (2014) 231 Cal.App.4th 112, 127.

Here, Defendant California Public Employees' Retirement System ("CalPERS") seeks to decertify the class previously certified on 1/28/16 based on "new positions" it claims Plaintiffs Holly Wedding, Richard M. Lodyga, and Eileen Lodyga (collectively, "Plaintiffs") and their counsel have taken since certification,¹ particularly, in Plaintiffs' opposition to CalPERS' motion for summary adjudication of the breach of contract claim and Plaintiffs' Proposed Trial Plan filed on 12/20/17.²

¹ See Notice of Motion, 2:6-9.

² See Motion, 1:9-13.

A. PREDOMINANCE OF COMMON QUESTIONS

CalPERS contends that this class action requirement is not met because individualized questions predominate as to: (1) contract interpretation; and (2) “fact” of damage.³

(1) CONTRACT INTERPRETATION

CalPERS contends that during the summary adjudication stage, Plaintiffs “changed course,” including: (a) by arguing that the EOC unambiguously prohibits premium increases as a result of annual benefit increases, but, at the same time supporting that interpretation with extrinsic evidence; and (b) by introducing a “new theory” that CalPERS breached the EOC by increasing premiums based on policyholders’ “benefits” (e.g., Inflation Protection) rather than “on an issue-age basis for all similar coverage.”⁴ CalPERS further contends that Plaintiffs premised these theories on the argument that the EOC’s language is ambiguous.⁵

According to CalPERS, due to the claimed ambiguity of the EOC, decertification is appropriate because the trier of fact would have to consider extrinsic evidence of the parties’ intentions at the time they entered into the EOC, which, in turn, would require consideration of class members’ interpretations of the EOC, the circumstances under which class members entered into the EOC, and course of performance.⁶

As Plaintiffs correctly respond, they did not introduce a “new theory” as they have always claimed that CalPERS breached the EOC by prohibiting premium increases as a result of the Inflation Protection benefit.⁷ For example, in their motion for class certification, Plaintiffs contended that “the EOC expressly *prohibits* rate increases to the extent they are caused by inflation protection”⁸

Further, while CalPERS is correct that Plaintiffs’ opposition to CalPERS’ motion for summary adjudication of the breach of contract claim raised ambiguities in the EOC’s language (particularly, as to the permissible “reasons” for premium increases⁹ and as to what constitutes “similar coverage”¹⁰), decertification is

³ See Notice of Motion, 2:10-12, 2:17-19.

⁴ See Motion, 2:18-24.

⁵ See Motion, 2:24-3:3.

⁶ See Motion, §§II.A to II.D.

⁷ See Opposition, §IV.B.1.a.i.

⁸ See Motion for Class Certification (filed 9/15/15), 13:10-11.

⁹ See Plaintiffs’ Opposition to CalPERS Defendants’ MSJ/MSA, 14:21-22.

¹⁰ See Plaintiffs’ Opposition to CalPERS Defendants’ MSJ/MSA, 16:24.

not required because any ambiguities are resolved by the objectively reasonable expectations of the insured. This issue has already been considered and decided by the Court during the class certification stage.¹¹ As stated in Williams, supra, 221 Cal.App.4th at 1360, “[i]n the absence of materially changed or clarified circumstances ... courts should not condone a series of rearguments on the class issues.”

(2) “FACT” OF DAMAGE

CalPERS argues that the damage theories raise predominantly individualized questions regarding the “fact” of damage.

But as Plaintiffs correctly contend, CalPERS previously raised this argument in opposition to class certification.¹²

In its reply, CalPERS no longer argues the predominance of individualized questions regarding the “fact” of damage. Instead, CalPERS argues that “Plaintiffs are missing the point” that “there is simply no *manageable* way to establish damages for a substantial portion of the class under Plaintiffs’ Trial Plan”¹³ Manageability will be discussed below.

B. ADEQUACY

CalPERS also challenges the adequacy of both Plaintiffs and Plaintiffs’ counsel.

First, CalPERS contends that the positions advocated by Plaintiffs’ counsel are detrimental to the entire class, including Plaintiffs.¹⁴ Citing to Metzger v. American Fidelity Assur. Co. (W.D. Okla. 2007) 249 F.R.D. 375, Pipes v. Life Investors Ins. Co. of America (E.D. Ark. 2008) 254 F.R.D. 544, and Smith v. Life Investors Ins. Co. Of America (W.D. Pa., Nov. 6, 2009, No. 2:07-CV-681) 2009 WL 3756913, it contends that Plaintiffs’ success in this litigation would directly harm the class because it would necessitate “massive premium increases” to protect the LTC Fund’s solvency.

Second, CalPERS contends there are intra-class conflicts between (1) class members who accepted CalPERS’ offer to avoid premium increases by dropping

¹¹ See Ruling on Submitted Matter Re Motion for Class Certification and Ruling on Evidentiary Objections (attached to Nelson Declaration as Exhibit A), pp.5-6.

¹² See CalPERS Defendants’ Opposition to Plaintiffs’ Motion for Class Certification (filed 10/19/15), §III.B (section entitled, “A Threshold Individualized Issue of Fact Exists with Respect to any Plaintiff’s Proof That he or she Incurred any Damages”); see also Ruling on Submitted Matter Re Motion for Class Certification and Ruling on Evidentiary Objections (attached to Nelson Declaration as Exhibit A), p.7.

¹³ See Reply, 18:11-15 (italics supplied).

¹⁴ See Motion, §III.A.

inflation protection and reducing lifetime coverage to 10-, 6-, or 3-year plans,¹⁵ and (2) class members who did not. According to CalPERS, if CalPERS is found to have breached the EOC by requiring policyholders with inflation protection and lifetime coverage to offset the LTC program's deficit, then policyholders who dropped inflation protection and lifetime coverage would have to shoulder part or even all of the LTC program's increased costs.

CalPERS' adequacy challenge is not based on "new law or newly discovered evidence showing changed circumstances." See Williams, *supra*, 221 Cal.App.4th at 1360. Metzger, Pipes, and Smith are not new law, and CalPERS could have raised (but did not raise¹⁶) these arguments regarding conflicts in connection with its opposition to the motion for class certification. Additionally, the declaration of CalPERS' actuary, Amy Pahl ("Pahl"), opining that the impact of reversing the 85% premium increase is at least a 124% premium increase¹⁷ for all LTC1 and LTC2 policyholders, is not newly discovered evidence. See Pahl Declaration, ¶¶12-18.

Further, Metzger, Pipes, and Smith are distinguishable in any event. As CalPERS itself recognizes, Plaintiffs' success in this litigation would affect "the entire class, including Plaintiffs."¹⁸ That was not the case in Metzger, Pipes, and Smith. See Metzger, *supra*, 249 F.R.D. at 377 ("In the case at bar, the likely result of a successful outcome for Plaintiff's proposed class will be an increase in insurance premiums. Although Plaintiff has proposed a class of members who have filed claims, some of the purported class members may be current policyholders who will have to pay the increased premiums unlike Plaintiff who is not and has never been a policyholder. This places Plaintiff and her economic incentives at apparent odds with the purported class. Accordingly, the Court finds that a conflict of interest exists such that the purported class should not be certified.") (italics supplied); Pipes, *supra*, 254 F.R.D. at 550 ("Life Investors asserts that class members who are not current policyholders and seek only monetary relief, such as Pipes, will not be impacted by increased premiums and, rationally, are not concerned whether Life Investors raises the premium rates for current policyholders . . . The conflict identified by Life Investors goes to the very heart of this litigation because Pipes's claim for monetary relief impacts the economic interests of current policyholders who want affordable insurance rates. The Court agrees that Pipes's interests conflict with other class members and disqualify him as an adequate class representative."); Smith, *supra*, 2009 WL 3756913, at *9 ("Smith has not suffered the same injury as most of the absent class members.

¹⁵ CalPERS states that these comprise "roughly 30% of class members" and include the Lodygas. See Motion, 18:2-7.

¹⁶ CalPERS did not challenge adequacy. See Ruling on Submitted Matter Re Motion for Class Certification and Ruling on Evidentiary Objections (attached to Nelson Declaration as Exhibit A), p.15.

¹⁷ Pahl states that the premium increase would be even higher if attorney fees are awarded to Plaintiffs' counsel. See Pahl Declaration, ¶18.

¹⁸ See Motion, §III.A.

Smith has a large, current dispute with Life Investors regarding its treatment of her claim for 'actual charges' benefits. In stark contrast, the vast majority of the putative class members have *no* active dispute with Life Investors regarding its interpretation of 'actual charges' because they have not submitted any claim. Smith's economic interest is the immediate payment of her claim in the amounts billed by the medical providers. The majority of the putative class members, who have not asserted claims, simply do not share that economic incentive and may instead prefer to prevent future premium increases." (emphasis in original). In contrast to Metzger, Pipes, and Smith, "Plaintiffs are current policy holders and would be subject to any hypothetical rate increase that CalPERS claims could be imposed on the Class."¹⁹

There is also no conflict between class members who dropped inflation protection and/or lifetime coverage and those who did not. As Plaintiffs explain:

The only policyholders who are Class Members are those who were subjected to the 85% rate increase, and the only individuals who were subjected to the rate increase are those who had inflation protection and/or lifetime benefits. The fact that certain Class Members now do not have inflation protection and/or lifetime benefits because they were forced to give them up is irrelevant to the breach of contract claim, and certainly does not create a "conflict." Prior to the rate increase the two groups were in an identical position, and it is only the measure of their damage that may differ.²⁰

C. MANAGEABILITY

CalPERS also challenges the manageability of proving damages.

Plaintiffs' Proposed Trial Plan states that there will be separate damage models for class members who: (1) retained their benefits and accepted the 85% premium increase; (2) reduced their benefits; and (3) cancelled their policies.²¹

For the first group (i.e., those who retained their benefits and accepted the 85% premium increase), Plaintiffs' Proposed Trial Plan states: "[T]he experts will calculate the extra-contractual premiums paid through the date of trial as a result of the improper 85% premium increase. Plaintiffs' expert actuary will provide actuarial assumptions, derived primarily from the LTCG data, as to how long each Class member will likely continue paying excessive premiums going forward. This

¹⁹ See Opposition, 21:8-9.

²⁰ See Opposition, 22:5-11.

²¹ See Plaintiffs' Proposed Trial Plan (attached to Opposition as Exhibit B), pp.16-19.

amount will then be added to the historical damages (i.e. the amount paid by policyholders who have paid the 85% premium increase from the date of implementation to trial). Expert testimony will be presented as to the present value of both the past and future economic losses for this group of class members who are paying the 85% premium increase.”²²

For the second group (i.e., those who reduced their benefits), Plaintiffs’ Proposed Trial Plan states: “Plaintiffs’ experts will calculate the value of the benefits they were forced to give up to avoid CalPERS’ improper rate increase. Plaintiffs’ actuary and economist experts will use actuarial assumptions and CalPERS['] own internal analysis to present testimony as to the difference in value between the benefits these policyholders had contracted for prior to the premium increase, and the value of the reduced benefits they subsequently were forced to accept. As of the date of the benefits change, the actuarially computed value of the reduced benefits will be subtracted from the actuarially computed value of the previously agreed benefits and the difference will be present valued as of the date of trial or shortly prior thereto. These damages may be presented to the jury in the aggregate (i.e., for all of those who accepted reduced benefits) or separately for each of the categories of reduced benefits made available (e.g., 3 year, 6 year, 10 year). These computations can all be performed using the LTCG data.”²³

For the third group (i.e., those who cancelled their policies), Plaintiffs’ Proposed Trial Plan states: “Using the LTCG data, Plaintiffs’ experts will also estimate the number of policy terminations resulting from the announced 85% rate increase. They will do so by determining cancellation rates and characteristics during periods in which no extraordinary premium increases occurred. This reference group (including information such as their ages, sex, and years of prior premium payment) will then be compared to the group of policies terminated during the period following the February 2013 rate hike announcement. Terminations attributable to death will be removed. The aggregate population of excess terminations will then be converted to economic damages using the actuarial value of the benefits lost as of the date of terminations, present valued forward to the trial date or shortly before. In performing their calculations and presenting testimony as to damages, Plaintiffs’ experts will rely on the LTCG data. Plaintiffs’ experts may also present evidence to the jury regarding the replacement cost of policies issued by other insurers as of various dates which would have offered comparable coverage. This analysis will be based on publicly available information.”²⁴

²² See Plaintiffs’ Proposed Trial Plan (attached to Opposition as Exhibit B), 17:19-18:2.

²³ See Plaintiffs’ Proposed Trial Plan (attached to Opposition as Exhibit B), 18:3-14.

²⁴ See Plaintiffs’ Proposed Trial Plan (attached to Opposition as Exhibit B), 18:15-19:2.

As Plaintiffs correctly contend, the merits of their damage models and the differing expert opinions (those of Pahl, on the one hand, and Plaintiff's expert, Gordon Rausser, Ph.D., on the other hand) are inappropriate for consideration on this motion for decertification. See Safeway, Inc. v. Superior Court of Los Angeles County (2015) 238 Cal.App.4th 1138, 1163 ("We do not examine the merits of real parties in interest's proposed measure of restitution, as no such inquiry is necessary for a determination whether it precludes class treatment of real parties in interest's UCL claim. For purposes of our review, it is sufficient that the proposed measure does not require the litigation of issues unsuitable for class certification.")

For all of the foregoing reasons, the motion for decertification is DENIED.

EXHIBIT 7

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16 SUPERIOR COURT OF THE STATE OF CALIFORNIA

17 FOR THE COUNTY OF LOS ANGELES

18 ELMA SANCHEZ, et al.,

19 Plaintiffs,

20 v.

21 CALIFORNIA PUBLIC EMPLOYEES'
22 RETIREMENT SYSTEM, et al.,

23 Defendants.

Judicial Council Coordination Proceeding No. 4936

Case No. BC517444

CLASS ACTION

Assigned for all purposes to the Honorable William
F. Highberger—Dept. SS10

[Filing Fees exempt pursuant to Gov. Code § 6103]

24 **NOTICE OF RULING**

25 Date: May 23, 2019

Time: 10:00 a.m.

26 Ctrm: SS10

Judge: Honorable William F. Highberger

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 NOTICE IS HEREBY GIVEN that at the hearing conducted on May 23, 2019, in the above-
3 entitled matter, before the Honorable William F. Highberger, the Court ruled as follows:

4 1. The Court granted Defendant's motion for leave to file a cross complaint as set forth in
5 the May 23, 2019 Tentative (attached hereto as Exhibit A), with the following modifications:

6 a. CalPERS' class action allegations with respect to its cross-complaint shall be
7 manually stricken.

8 b. The Court indicated its intention to try contract interpretation issues raised by
9 CalPERS' cross-complaint in Phase 1 of the trial to proceed on June 10, 2019, subject to any due process
10 objections to be filed by Cross-Defendants on May 28, 2018, or as soon thereafter as Cross-Defendants
11 find an opportunity to do so.

12 c. The deadline for the parties to submit additional briefs on contract interpretation
13 issues was extended from May 24, 2019 to June 6, 2019.

14 2. The Court granted Defendant's motion to bifurcate Defendant's statute of limitations
15 defense. The Court directed that a jury trial of the statute of limitations defense commence within a few
16 days of the June 10 trial on contract interpretation issues and upon the stipulation of the parties that the
17 jury be excused at the conclusion of the trial on the statute of limitations defense and a new jury be
18 empaneled thereafter for the subsequent phases of the case.

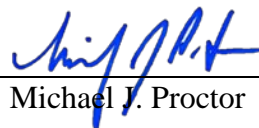
19 3. Cross-Defendants shall file their responsive pleading to CalPERS' cross-complaint by no
20 later than May 31, 2019, unless Plaintiffs object to that deadline at the Pretrial Conference on May 28,
21 2019 and are granted additional time.

22
23 Dated: May 30, 2019

Respectfully submitted,

DURIE TANGRI LLP

By:


Michael J. Proctor

Attorney for Defendant
CALIFORNIA PUBLIC EMPLOYEES'
RETIREMENT SYSTEM

EXHIBIT A

JCCP4936 CalPERS LTC Cases
BC517444 Sanchez v. CalPERS

May 23, 2019 Tentatives

Defense Motion for Leave to File Cross-Complaint: Grant

Introduction and Executive Summary:

Leave to grant a cross-complaint is normally freely given. C.C.P. § 426.50 provides:

A party who fails to plead a cause of action subject to the requirements of this article, whether through oversight, inadvertence, mistake, neglect, or other cause, may apply to the court for leave to amend his pleading, or to file a cross-complaint, to assert such cause at any time during the course of the action. The court, after notice to the adverse party, shall grant, upon such terms as may be just to the parties, leave to amend the pleading, or to file the cross-complaint, to assert such cause if the party who failed to plead the cause acted in good faith. This subdivision shall be liberally construed to avoid forfeiture of causes of action.

In determining whether or not a party seeking to bring a belated claim has acted “in good faith,” the party opposing the motion, practically speaking, has the burden of affirmatively showing the presence of bad faith pursuant to *Silver Organizations Ltd. v. Frank* (1990) 217 Cal.App.3d 94, 99: “A motion to file a cross-complaint at any time during the course of the action must be granted unless bad faith of the moving party is demonstrated where forfeiture would otherwise result. Factors such as oversight, inadvertence, neglect, mistake or other cause, are insufficient grounds to deny the motion unless accompanied by bad faith.” Substantial evidence must support the trial court’s denial of the motion for leave to file a cross-complaint. (*Id.*) Plaintiffs and the certified Plaintiff Class (which is the presumptive defense class if the Cross-Complaint proceeds and certification, as sought, is judicially approved) have failed to make this showing.

Background:

Some context is in order, particularly as this is this Court’s first outing with this case, now set for Jury Trial on June 10, 2019. Starting in 1995 CalPERS, acting on permissive legislative authority granted by Cal. Government Code §§ 21660-21661, started to offer its public employee participants the elective right to buy Long Term Care Insurance coverage for themselves and for family members, including parents and siblings, pursuant to the terms of a fairly detailed Evidence of Coverage document (“EOC”), which constitutes the terms of the written insurance contract for analytical purposes.

Under the legislative authorization, this product was to be financially self-supporting with no subsidies from the taxpayers or the public employers. Thus, rates charged and earnings on any reserves needed, collectively, to cover actual expenses over the long haul. It is obvious by hindsight and beyond dispute that the rates originally charged by CalPERS for these products,

presumably as determined in the first instance by the professional actuaries, were grossly inadequate to cover the actual risks incurred. That is the cause in fact of this litigation.¹

Similar to Long Term Care Insurance products then being offered in the private marketplace², the monthly premium was highly dependent on the enrollee's age, aka "accrued age," when coverage starts, with lower rates for younger enrollees reflecting the statistical likelihood that most such enrollees would have to remain covered by the plan (and paying premiums but not collecting benefits) for many years before their decrepitude in later years would possibly qualify them for benefits.

Further, a rather broad menu of alternative and cumulative types of benefits were offered with notably different monthly premiums reflective of the actuaries' view at plan inception of the likely risks incurred by the plan. There were distinctions:

1. As between (a) the cheaper PERS Nursing Home/Assisted Living Facility Plan and (b) the more inclusive and more expensive PERS Comprehensive Plan, which included both institutional care and reimbursement for in-home assistance.³
2. As between subsets under either the Nursing Home or Comprehensive Plan, a choice between (a) more expensive "Lifetime" benefits with no maximum payment cap and (b) a cheaper alternative with a lifetime payment cap of \$131,400 per enrollee.
3. As between (a) a premium pegged to daily benefits which were fixed in dollar terms (see n. 1, *supra*) with an option to increase the daily maximum of such benefits from time to time in the future in return for paying a higher premium at such later time and (b) an alternative (higher) premium at inception which would provide "Inflation Protection" whereby the daily benefits (and presumably the \$131,400 cap) would escalate 5% a year, compounded, to anticipate likely increase in the cost of obtaining such services in future years.
4. To further complicate things, there was an entirely different form of Long Term Care benefits offered in the alternative, called the PERS Partnership (Medical "Spend Down" Protection), which was priced at a mid-point between the most and least expensive of the above offerings with much lower lifetime caps of either \$36,500 or \$73,000; this product did, however, include the 5% per annum "inflation protection." Fortunately, plaintiffs expressly state that "The PERS Partnership coverage is not at issue in this lawsuit." Opp. to pending motion at pg. 2, n. 2.

See Exh. 87 and 88 to Plaintiffs' Compendium of Exhibits in Opposition to Motion for Summary Judgment (Vol. 7 of 9), filed on or about April 28, 2017 (enrollment packet for enrollment

¹ The actuaries responsible for the original rate schedule were named as co-defendants, but they settled during the course of this suit, and Judge Jones gave final approval to the class settlement with this party on January 31, 2018.

² The Court can take judicial notice that underpricing of premiums in other Long Term Care Insurance programs at this time was a common, perhaps universal, occurrence.

³ Daily maximum benefit payments at inception were \$120 for Nursing Home Care, \$60 for Assisted Living Care and monthly benefits (for those in the Comprehensive Plan) of \$1,500 for in-home care.

periods terminating June 30, 1996 and 1997 respectively [with same rates]). *See also* Exh. 88 to Plaintiffs' Compendium of Exhibits in Opposition to Motion for Summary Judgment (Vol. 8 of 9), filed on or about April 28, 2017 (enrollment packet for enrollment periods terminating June 30, 2001 [with lower monthly rates v. 1996 and 1997 for Option 100 and higher monthly rates v. 1996 and 1997 for Option 130⁴]).

According to plaintiffs, by 2003 CalPERS had 175,000 persons enrolled in the program; CalPERS states the current enrollment is about 100,000 persons. The first general premium increase was implemented in 2003 (30% across the board), and further premium increases were implemented in 2007 (41.7%), 2010 (5%), 2011 (5%), 2012 (5%) and 2013 (5%). To the Court's understanding, the prior rate increases touched each type of coverage which might be elected under the various offerings, but there was some differential in the percentage amount of the increase. It is clear that persons who had bought Inflation Protection received rate increases repeatedly. Those several rate increases did not produce litigation.

In October 2012, confronted with ongoing shortfalls in plan funding, CalPERS approved an 85% rate increase, spread over two years (to take effect in 2015 and 2016), which would impact some, but not all, of the "coverages" offered. The 85% increase applied to any enrollee who had signed up for either Inflation Protection or Lifetime benefits (or both), and, conversely, an enrollee who had signed up for the least generous and least expensive plan for a capped benefit (e.g., \$131,400) and no Inflation Protection would see no rate change. Simply put, there is a plausible argument (which plaintiffs make) that the October 2012 rate change was intended to induce enrollees to convert their "With Inflation Protection" coverage into "Without Inflation Protection" coverage (and to simultaneously drop any "Lifetime" coverage which they had bought).

Judge Ann Jones, to whom the *Sanchez* case was originally assigned from its inception, certified a plaintiff class⁵ on January 28, 2016 as to some but not all the claims pled, and notice to such class was served in the summer of 2016. To the Court's understanding there were some enrollees who opted out of the class though the number has not yet been discerned from the voluminous record of this case at this time. Defendant moved without success for class decertification, which was denied on May 15, 2018.

Defendant moved for summary judgment and/or summary adjudication in June 2017, and Judge Jones issued her 15-page, single-spaced ruling denying summary judgment but granting summary adjudication in part on June 15, 2017. Summary adjudication was granted on the claims for breach of fiduciary duty (based primarily on sovereign immunity) and rescission

⁴ For Option 100 the \$131,400 lifetime cap had been reduced to \$109,500, and for Option 130 it was raised to \$142,350. The 100 and 130 referred to allowed daily nursing home rate (\$100 or \$130 v. the daily reimbursement rate of \$120 under the 1996 and 1997 benefit schedules). Reimbursements for Assisted Living and in-home care had likewise been tweaked upwards and downwards depending on whether you opted for Option 100 or Option 130.

⁵ The certified class is "All California citizens who purchased LTC1 and LTC2 long term care policies from CalPERS who were subjected to the 2015 rate increase adopted by CalPERS in October 2012."

(based on both sovereign immunity and purported claim was a remedy only, not a cause of action), but denied on the claims for breach of contract, breach of the implied covenant of good faith and fair dealing and the related claim for declaratory relief. Defendant tried its statute of limitations affirmative defense as against the breach of contract claim, but Judge Jones denied it, finding that the earlier increases did not foreshadow an 85% increase and the potential damages associated therewith and further:

Plaintiffs have raised a triable issue as to whether the reasons for the implementation of the 85% increase differed from the prior premium increases such that a new limitations period was triggered.

June 15, 2017 Ruling at pg. 9.

Although the case was originally filed in August 2013 such that trial should have started by August 2018, the parties stipulated to extend the five-year rule date to July 29, 2019. This case was reassigned to Judge Highberger for trial on April 4, 2019.

Sua Sponte Reconsideration of One Question of Contract Interpretation:

The Court's choice of the word "coverage" in the above discussion is intentional (though subject to further briefing and argument for reasons explained below). Plaintiffs' chosen term is "benefits" since plaintiffs believe that for contract analysis purposes "benefits" are not synonymous with "coverages," quoting the EOC at 23,⁶ Exh. 1 to Bennett Declaration, filed April 29, 2019, PTLF – Lodyga 00103. Judge Jones agreed with this argument in her summary judgment ruling.

This Court, however, is inclined to disagree with Judge Ann Jones' ruling of July 15, 2017 at footnote 11 on the denial of the motion for summary judgment that "The distinction by Plaintiffs between 'coverage' and 'benefits' is a reasonable interpretation." While there are many defined terms in the EOC, the words "coverage" and "benefits" are not amongst this universe of defined terms. This Court presently sees them as synonyms for analytical purposes, particularly since there was a 3:1 to 4:1 spread in the monthly cost of the least generous "benefit" package (aka "coverage") versus the most generous package. This shows that these were not identical risks pools subject only to enrollee-age risk variances. To force all enrollees to pay for the actuarial costs associated with a subset of the total risks would be unfair to the other enrollees not themselves the source of the cost increases.

This Court tentatively believes that the language of the EOC on which plaintiffs and Judge Jones rely (quoted at n. 3, *supra*, also referred to by plaintiffs as the Guaranteed Renewable Clause) is misinterpreted if it is read to prohibit selective pricing increases according to the nature of the specific risk(s) insured, whether you term the risk a "coverage" or a "benefit." Further, Judge

⁶ **"Can Premium Rates Ever Change?** The premium rates shown in the Schedule of Benefits may be changed on the anniversary of **Your Coverage Effective Date** and on any premium due date thereafter. Any changes made will be on an issue age basis for all similar coverages issued in **Your** state on the same form as this coverage and made by action of the CalPERS Board of Administration, according to the criteria they establish." (Bold emphasis in original.)

Jones' reading of the key sentence negates any meaning to the phrase "same form as this coverage." The undefined word "coverage" is used twice in that sentence, suggesting that its first use refers to a potential subset of the universe of enrollees encompassed within the subsequent reference to "issued in your state on the same form as this coverage." Therefore, this Court intends to re-consider this question of contract interpretation *sua sponte* on May 28, 2019, at the Final Status Conference and to allow the parties concurrent briefing served by noon on Friday, May 24, 2019 (not to exceed 15 pages with no new exhibits or declarations, though citation to evidentiary matters already on file is fine), and oral argument on May 28, 2019.

This Court is not inclined, however, to reconsider Judge Jones' determination on July 15, 2017 at pg. 12 therein and footnote 12 that summary judgment was also correctly denied for the separate reason that there is a triable issue of fact as to whether or not the October 2012 rate increase violated a separate provision of the EOC which stated: "**Your Premium Will Not Increase[:]** **Your** premium will not increase as a result of these annual benefit increases." Exh. 1 to Bennett Declaration, filed April 29, 2019 at 16, PTLF – Lodyga 00096. See also Exh. 87, *supra*, at LTCG000006: "The plans with 'built-in' annual benefit increases will cost more on a monthly basis initially, but it will lock in a rate now that is designed to remain level over the life of the plan and won't rise simply with age." There may still be need to make the contract interpretation decision as to whether the "Will Not Increase" language trumps the "Guaranteed Renewable Clause" if this Court does, in the end, reject Judge Jones' interpretation of such clause. This Court is tentatively inclined to believe that the specificity of the "Will Not Increase" language as to the Inflation Protection benefit/coverage should give it controlling significance over the more general language of the Guaranteed Renewable Clause. The parties can argue this when trial starts on June 10, 2019.

This probably makes this Court's inclination to reconsider the first contract interpretation ruling by Judge Jones less significant than it might appear at first blush since CalPERS will still have to go to trial on June 10, 2019. This Court's tentative view is that there appears to be a factual question for the jury to resolve as to the extent to which, if at all, the October 2012 premium increase was driven by the inevitable consequences of the "inflation protection" upward benefit creep over time.⁷ This Court does not presently see a semantic rehashing of the "not increase as a result of these annual benefit increases" language (aka a bona fide question of law for the judge) which might moot this factual question for the jury, but will listen to defendant's arguments in this regard.

Merits of Pending Motion:

The plaintiffs raise many serious questions of how the filing of the proposed Cross-Complaint would foul up the June 10, 2019 jury trial since the putative defense class would appear to have a due process right to notice and possibly a chance to opt out. There is a further question as to whether or not CalPERS Long Term Care enrollees who did opt out of the plaintiff class might still need to be included in the defense class since they too would presumably be at risk of any

⁷ The Court asks counsel for both sides to bring draft Special Jury Instructions to the Final Status Conference on May 28, 2019 setting forth the standard by which the jury would be asked to determine whether some or all of the October 2012 rate increase was done in violation of the Inflation Protection provisions.

future premium increases needed to reallocate the risks and costs as compared to the challenged October 2012 revised premium structure. This is true whether or not the premium increases are limited to the “go forward” challenge of adopting actuarially sound premiums to match future risk and premium or the separate question of how a self-sufficient, “mutual” insurance program is supposed to fund an adverse Judgment, should plaintiffs prevail in whole or in part. Further, it is foreseeable that other CalPERS Long Term Care Plan enrollees not in the defined class may be at risk of premium increases to cover any judgment costs; they too would presumably be due notice if a class is certified.

All that being noted, the near-term question is only IF defendant should be allowed to get this new pleading on file. This Court believes defendant does have the right to do so since no bad faith has been persuasively shown to this Court’s satisfaction. This Court will deal with class certification, trial dates for the Cross-Complaint, and the like at a later time. The Court would presently be inclined to sever the Cross-Complaint from plaintiffs’ Second Amended Complaint for purposes of trial so that the trial of plaintiffs’ certified class claims can proceed as scheduled on June 10, 2019, mindful that the five-year rule date for plaintiffs’ claims has been extended only until July 29, 2019. The Court does not need to resolve the class certification issue on the Cross-Complaint before trial starts on plaintiffs’ Second Amended Complaint, and this Court does not reasonably expect to be able to resolve such issues in the next two weeks.

Since the Cross-Complaint is premised on a contingency which has not yet happened (i.e., that CalPERS and this Plan suffer an adverse judgment), the Court rejects plaintiffs’ arguments that it is time-barred. It is no more time-barred than a premature defense claim against another party for contract or equitable indemnity flowing from a not yet adjudicated plaintiff’s tort claim.

Defense Motion to Bifurcate, etc.: Grant in part, deny as to early trial of Cross-Complaint

Contract Issues:

The parties appear to be in agreement that whatever contract interpretation issues remain should be severed (aka bifurcated) for a court trial as the first event. The Court will entertain any extrinsic evidence which one or both sides claim to be relevant to contract interpretation. Insofar as there are no live witnesses required to commence (or complete) such bifurcated trial, the Court hopes that the parties will stipulate that the commencement of this Court trial still satisfies commencement of trial for the five-year rule. Since the Court will be reconsidering Judge Jones’ interpretation of the Guaranteed Renewal Clause, that needs to be added to the mix of contract issues to resolve in this severed trial starting June 10, 2019.

Cross-Complaint:

For reasons noted above, the Court will not set the Cross-Complaint (or any portion of it) for early trial. If defendant were to strike the class allegations and proceed only against the named class representatives, the Court would be willing to consider trying these important contract issues as part of the Phase 1 trial discussed immediately above and to proceed on June 10, 2019.

Statute of Limitations Affirmative Defense:

Defendant also seeks a further severance of issues for trial such that its affirmative defense that plaintiffs and the certified class have waited too long to sue since similar rate increases in prior years presumably violated the same contract provisions which plaintiffs invoke in their pending

suit. This will be a jury question, as conceded by defendants.⁸ (Motion Memorandum at pg. 14) Whether or not to sever an affirmative defense for trial before liability and damages questions are tried presents a question of trial management which is committed to the prudent exercise of discretion by the trial court. Code Civ. Proc. §§ 598, 1048(b); *see also McLellan v. McLellan* (1972) 23 Cal.App.3d 343, 353: “The court may, when the convenience of witnesses, the ends of justice, or the economy and efficiency of handling the litigation would be promoted thereby [try a special defense first.] The court, in furtherance of convenience or to avoid prejudice, or when separate trials will be conducive to expedition and economy, may order a separate trial of any cause of action, including a cause of action asserted in a cross-complaint, or of any separate issue or of any number of causes of action or issues[.]” Given the many complexities which appear on the horizon for the trial of liability and damages,⁹ the Court agrees with defendant that it would promote judicial efficiency to try the affirmative defense first.

If plaintiffs prevail and the affirmative defense fails, the Court would also then urge the defendant to confer promptly with the state Department of Finance to determine whether or not the Executive Branch would have any interest in seeking a special appropriation to try to settle these claims before the remaining merits of the case are tried and a liquidated amount of damages is fixed. As argued by defendant in the motion for leave to file the cross-complaint, there are plausible arguments that the plan will become insolvent if it suffers a large judgment, in which case it would have to terminate benefit payments without meeting all of its current contractual obligations since the plan is legally required to be financially self-sufficient. To attach such an outcome to CalPERS’ reputation may be legally required, but the potential adverse consequences of this happening to public credit ratings and public confidence in state agencies are so severe that alternative solutions would need to be carefully considered by the responsible elected and appointed state officials.

⁸ The Court asks counsel for both sides to bring draft Special Jury Instructions to the Final Status Conference on May 28, 2019 setting forth the standard by which the jury would be asked to determine if the prior increases (or any of them) were done in violation of the EOC’s terms.

⁹ See, e.g., the many disputed Motions in *Limine* regarding damages experts.

1 **PROOF OF SERVICE**

2 I am employed in Los Angeles County, State of California, in the office of a member of the bar of
3 this Court, at whose direction the service was made. I am over the age of eighteen years, and not a party
4 to the within action. My business address is 530 Molino Street, Los Angeles, CA 90013.

5 On May 30, 2019, I served the following documents in the manner described below:

6 **NOTICE OF RULING**

7 (BY COURT SERVICE PROVIDER) By electronic transmission via Court ordered
8 service provider, Case Anywhere, the document(s) listed above to the person(s) at the
9 email address(es) set forth below.

10 On the following part(ies) in this action:

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I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on May 30, 2019, at San Francisco, California.



Melissa Sotto

EXHIBIT 8

FILED
Superior Court of California
County of Los Angeles

JUL 27 2020

Sherri R. Carter, Executive Officer/Clerk of Court
By Aldwin Lim Deputy

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

HOLLY WEDDING, et al.,

Plaintiffs,

v.

CALIFORNIA PUBLIC EMPLOYEES'
RETIREMENT SYSTEM, et al.,

Defendants.

**Lead Case No. BC517444
JCCP Case No. 4936**

**STATEMENT OF DECISION Re
BIFURCATED COURT TRIAL**

Trial Dates: June 10-11, 2019

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2 interpretation and Phase 2 pertaining to California Public Employees' Retirement System's
3 ("CalPERS") statute of limitations affirmative defense in the above entitled matter.
4

5 **I. EXECUTIVE SUMMARY**

6 The California Public Employees' Retirement System ("CalPERS"), like virtually all
7 other insurance carriers which entered the Long-Term Care insurance market a generation ago,
8 has learned a bitter lesson: Actuaries do not always make correct predictions about the true cost
9 of insuring a new class of risks. Here, the result is that the original premium schedule has been
10 inadequate to fund current and anticipated claims, and multiple premium increases have been
11 implemented as a result.¹ This insurance product was intended to be self-sufficient financially
12 and not to require any subsidy by the State of California or by the various public employers who
13 participate in CalPERS or the California State Teachers' Retirement System ("CalSTRS") whose
14 members were given access to this CalPERS offering.
15

16 CalPERS stated that by managing its own risk pool and not using available insurance
17 products it could undercut the prices charged for similar coverage since the plan would be run as
18 a non-profit and draw on CalPERS's vast experience and competence². While CalPERS did
19 have the State Department of Insurance review the original contract and certain sales materials,
20 CalPERS is not regulated by that agency, and this Long-Term Care Plan does not qualify for
21
22

23 ¹ CalPERS is hardly the only long-term care insurer that has been forced to raise premiums. The program for federal
24 employees, which Congress has contracted out to private entities to insure and administer, has seen premium
25 increases commensurate with industry-wide experience. (U.S. GOV'T ACCOUNTABILITY OFFICE, GAO-11-630,
26 LONG-TERM CARE INSURANCE: CARRIER INTEREST IN THE FEDERAL PROGRAM, CHANGES TO ITS ACTUARIAL
27 ASSUMPTIONS, AND OPM OVERSIGHT 2 (2011) (available at <https://www.gao.gov/products/GAO-11-630>.) Inflation
28 protection benefits have been particularly problematic due to actuarial oversights. (See *id.* at 2, 29-31.) Premium
increases have been a feature of private plans, not just those directed at government employees. (See Lawrence A.
Frolik, *Private Long-Term Care Insurance: Not the Solution to the High Cost of Long-Term Care for the Elderly*, 23
Elder L.J. 371, 383 & nn. 88-89 (2016) (discussing increases by private long-term care insurers).)

² CalPERS contracted out responsibility for drafting the key documents. The testimony of Eileen Tell (received via
deposition) shows that the Long Term Care Group drafted the contract documents and related sales material. (June
11, 2019 Trial Tr. Exh. 2, Tell Tr. at 12:3-13:17, 14:4-23, 26:23-28:16, 29:10-30:21.)

1 assistance from the California Life and Health Insurance Guarantee Association or the California
2 Insurance Guarantee Association.

3 The plan by its inherent nature is intended to provide the peace of mind of guaranteed
4 renewable coverage for the lifetime of each insured so there are persons in the certified class
5 with a foreseeable life expectancy of decades, not months or years. If such a person qualifies
6 due to physical decrepitude for coverage at some future date before they die, they have a right to
7 receive benefits (assuming they have continued to pay premiums). These obligations accrue
8 monthly and extend out decades from today.

9
10 The problem giving rise to this suit and this bifurcated trial is that the standard form
11 “Evidence of Coverage” (“EOC”) document given to all insureds (aka “enrollees”) involved in
12 this suit as named Plaintiffs or Class Members made certain statements which Plaintiffs construe
13 to be a promise that premiums for “Inflation Protection” coverage would not be increased
14 because, in Plaintiffs’ view, CalPERS had represented to potential insureds that these premiums
15 (which were typically 200 percent or more higher than monthly premiums for more basic
16 coverage without ongoing inflation increases to available daily reimbursement amounts included
17 per contract terms) were “locked in” when an insured’s Guaranteed Renewable policy was
18 issued, presumably because the premiums had been correctly priced from the beginning.

19
20
21 In the pithy language of CalPERS’s lawyers in this case, Plaintiffs’ interpretation of the
22 Inflation Protection language of the EOC makes it a “suicide pact” since insolvency may result
23 from the sale of an insurance product for an inadequate premium if the right to adjust the
24 premium is severely limited or given up. The Court finds Plaintiffs’ contract interpretation to be
25 the more realistic linguistic interpretation of the “your premium will not increase” language
26 when read by an objectively reasonable insured, even though the Court also realizes that this
27 interpretation may sow the seeds of an insolvency disaster if the original pricing of the Inflation-
28

1 Protection benefit was materially wrong. The Court cannot agree with CalPERS's argument that
2 an objectively reasonable insured would expect the language in question to receive a tortured
3 judicial interpretation simply to avoid the possibility of a large adverse money judgment.

4 The parties have a separate contract interpretation dispute which this Court is resolving in
5 CalPERS's favor as to whether or not it was allowed to raise premium rates at all if they were
6 not applied uniformly as to all insureds subject to a given form of CalPERS Long-Term Care
7 contract ("LTC"), i.e., LTC1 or LTC2.³ Subsequently, CalPERS started to sell under form
8 LTC3, then it stopped selling the product to new enrollees for a time and then reopened sales
9 under the LTC4 form of EOC. The Court agrees with CalPERS that it could impose selective
10 rate increases on current insureds (subject however to such limits as the EOC imposed on price
11 increases for Inflation Protection coverage as discussed above in brief) as long as the increases
12 were consistent, from a pricing point of view, with other enrollees who had "similar coverage,"
13 e.g., those who bought "Lifetime" benefits as compared to persons who bought a more basic (and
14 cheaper) product with a capped duration of possible claim payments, e.g., three years.

15 As the undisputed record in this case shows based on this trial, CalPERS has imposed
16 some across-the-board premium increases and many selective rate increases as it tried to steer
17 this self-funded plan to long-term solvency over the years. Many of these increases were
18 imposed on the recommendation of CalPERS's consulting actuaries selectively on enrollees who
19 had bought Inflation-Protection coverage or Lifetime benefit coverage, or both. Seventy-five
20 percent of the risk pool under LTC1 and LTC2 fell into this group.

21 The earlier rate increases generated some legislative concern but no litigation. However,
22 in late 2012, on the recommendation of CalPERS's actuaries, the Board of Administration
23

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³ CalPERS changed the fine print of the contract in 2003 for new enrollees. The first form is called LTC1 by the parties, and the revised form is called LTC2. To the Court's understanding the legal issues discussed in this Draft Statement of Decision are controlled by identical language in the two forms.

1 approved a re-pricing of monthly premiums which implemented an 85 percent increase in
2 premiums for the subset of insureds who had Inflation Protection, Lifetime benefits, or both,
3 phased in two price increases to take effect in 2015 and 2016. The 85 percent increase was in
4 lieu of a previously announced plan to subject a subset of insureds to annual five percent rate
5 increases ad infinitum. Those rate increases were publicly announced in early 2013, and this suit
6 was filed in August 2013.

8 Plaintiffs contend that the re-pricing was intended to create “shock lapse,” a process by
9 which insureds react to a drastic price change by dropping the coverage entirely or, as possible
10 here under the EOC’s terms, by converting to a less generous benefit package so that they can
11 hold on to their current monthly premium and avoid the large price increase. The 2013 price
12 increase caused: (a) a number of Class Members to drop their CalPERS Long-Term Care
13 entirely, (b) a substantial number to convert away from Inflation Protection and/or Lifetime
14 benefits to more basic coverage, and (c) a substantial number to pay the increased premiums to
15 retain their coverage. The three class representatives chose options (b) or (c).

17 A class of over 100,000 enrollees was certified by Judge Jane Johnson on January 28,
18 2016 on the contract claim and breach of fiduciary duty claim as against CalPERS and on a
19 negligence claim against Co-Defendants Towers Watson & Co. and its affiliates, the actuaries
20 when the CalPERS plan was first launched. Towers Watson & Co. settled with the class for
21 \$9,750,000, and final approval of this settlement was given by Judge Ann I. Jones (to whom the
22 case had been reassigned upon Judge Johnson’s retirement) on January 26, 2018. CalPERS’s
23 later motion to decertify the class was denied by Judge Jones on May 15, 2018. On April 4,
24 2019 this case was transferred to Judge William F. Highberger for trial.

26 Judge Jones had granted CalPERS’s motion for summary adjudication in part on June 15,
27 2017, dismissing the fiduciary duty claim based on sovereign immunity. She ruled there was a
28

1 triable issue of fact on the two class claims for alleged breach of contract. As noted above, this
2 Court has, in the context of this trial on contract interpretation and not in the context of a motion
3 for summary adjudication, agreed with CalPERS on one of the two contract issues, but also
4 agreed with Plaintiffs on the Inflation Protection premium issue.
5

6 It is notable that Sandra Smoley, then Secretary of the California Health and Welfare
7 Agency (and as such a direct report to the Governor) and the State's "Honorary Chairwoman"
8 for the marketing of this new product to state employees, shared the view that this is what the
9 EOC meant after being briefed by then CalPERS staff as to how to pitch the product to state
10 workers. It is also notable that this Court (although not these Plaintiffs) believes that CalPERS
11 could have implemented any number of general rate increases which did not single out the
12 Inflation Protection insureds, but that is not what has happened to date, particularly in regard to
13 the challenged 2013 rate increase. "Could have" or "should have" is not the same as "what I
14 actually did."
15

16 Plaintiffs have different theories for what recompense is due each of the affected subsets
17 of the class, and Plaintiffs developed their theories and proof (primarily through forensic experts)
18 at a time when they hoped to win on both contract theories. This bifurcated trial on contract
19 interpretation issues has not given this Court an opportunity to pass on the correctness of some or
20 all of Plaintiffs' theories of compensable damage. Plaintiffs' counsel has frankly recognized that
21 their damages proof needs to be reworked in view of their loss on one of the two contract
22 theories.
23

24 **II. PROCEDURAL BACKGROUND**

25 Although this case was originally filed on August 6, 2013, the parties stipulated to extend
26 the five-year rule deadline to July 29, 2019, under C.C.P. § 583.310. The parties further filed a
27 stipulation on or about June 3, 2019, in which it was agreed that when the parties, through their
28

1 counsel, appeared before the Court on June 10, 2019, for the Bench Trial, regardless of whether a
2 witness is sworn in at the Bench Trial, Plaintiffs' entire action, including claims to be tried
3 before the Court and claims to be tried to a jury, and including all individual and Class claims,
4 shall be deemed to have been brought to trial for the purpose of the five-year dismissal statutes
5 (Code Civ. Proc., §§ 583.310-583.360) as of June 10, 2019. The Court approved the stipulation
6 and signed an Order to that effect.
7

8 Summary adjudication was granted on June 15, 2017 on the claims for breach of
9 fiduciary duty (based primarily on sovereign immunity) and rescission (based on both sovereign
10 immunity and that the purported claim was a remedy only, not a cause of action), but denied on
11 the claims for breach of contract, breach of the implied covenant of good faith and fair dealing,
12 and the related claim for declaratory relief.
13

14 Judge Johnson, to whom the case was originally assigned from its inception, certified a
15 plaintiff class (the "Class") on January 28, 2016, as to some but not all the claims pled. Notice
16 was given to the certified Class in the summer of 2016 and the deadline to file a request for
17 exclusion expired on October 14, 2016. The certified Class representatives are Holly Wedding,
18 Eileen Lodyga, and Richard Lodyga⁴. A total of 169 members opted out of the Class. A list of
19 all of the individuals who timely requested exclusion is attached to the Judgment on Class Action
20 Settlement between Plaintiffs and Towers Watson Defendants, filed January 31, 2018. In 2018,
21 CalPERS moved to decertify the Class, which motion was denied on May 15, 2018 by Judge
22 Jones. CalPERS sought review from the Court of Appeal of the order denying its motion for
23 decertification. CalPERS's writ to the Court of Appeal was denied on December 12, 2018. The
24 only claim remaining certified for class treatment is the breach of contract claim.
25
26
27

28 ⁴ The first listed plaintiff, Elma Sanchez, withdrew as a class representative during the long pendency of this suit for personal health reasons.

1 The case was reassigned to Judge Highberger on April 4, 2019, with a trial date of June
2 10, 2019.

3 Defendant CalPERS⁵ brought a motion to bifurcate (or more appropriately, “trifurcate”)
4 the trial as follows: (1) a court trial, without a jury, pertaining to contract interpretation as a
5 matter of law (“Phase 1”); (2) a jury trial on CalPERS’s affirmative defense of the statute of
6 limitations (“Phase 2”); and (3) if Defendant does not prevail as a matter of law in Phase 1, or on
7 its statute of limitations defense in Phase 2, then a jury trial on the merits to determine if
8 CalPERS breached the EOC and the amount of damages (“Phase 3”). On May 24, 2019, this
9 Court granted CalPERS’s motion, and trifurcated the trial into three phases, with the court trial
10 on the first phase relating to contract interpretation beginning on the previously scheduled date of
11 June 10, 2019.
12
13

14 On May 24, 2019 the Court also granted CalPERS’s motion for leave to file a declaratory
15 relief cross-complaint. After overruling Plaintiffs’ due process objections to the cross-complaint,
16 Plaintiffs filed their answer to the cross-complaint on June 5, 2019. The Court determined that
17 Phase 1 of the trial also involves resolution of the sole legal issue framed by the cross-complaint.
18

19 The trial began on June 10, 2019 before Judge Highberger, sitting without a jury. The
20 court trial proceeded over the course of two court days from June 10, 2019 through June 11,
21 2019. Representing the Plaintiffs and the Class were Michael J. Bidart and Steven Schuetze
22 from Shernoff Bidart Echeverria LLP, Gretchen Nelson and Gabriel Barenfeld from Nelson &
23 Fraenkel LLP, Gregory Bentley and Clare Lucich from Bentley & More LLP, and Stuart Talley
24 from Kershaw Cook & Talley PC. Representing Defendant CalPERS were Daralyn Durie, .
25
26

27 ⁵ The now operative Third Amended Complaint also names two current and six former members of the CalPERS
28 Board of Administration as co-defendants. The legal analysis herein does not depend on their inclusion or exclusion
from this case, and the Court for convenience is referring to all named defendants by reference to CalPERS in the
singular, i.e. as “Defendant.” This ruling applies with equal force to all named, appearing defendants.

1 Ragesh Tangri, Michael Proctor, Allyson Bennett, Aaron Benmark, and Adam Brausa from
2 Durie Tangri LLP, and Adam Thurston from Drinker Biddle & Reath LLP.

3 Following the submission of evidence, Plaintiffs served a [Proposed] Statement of
4 Decision on June 19, 2019 and Defendant responded to Plaintiffs' submission on June 25, 2019.
5 The Court conferred with counsel on July 1, 2019 and issued a draft [Proposed] Statement Of
6 Decision the same day, specifically noting that: "This is still a Draft subject to revision after
7 further briefing is received if your settlement talks fail."
8

9 There was an extended hiatus in case activity while the parties seriously attempted
10 settlement efforts with the help of a court-appointed Settlement Master, the Hon. Layn Phillips
11 (ret.). Once it was clear that those efforts would not yield a positive result, the matter was put
12 back on calendar for resolution of objections to this Statement of Decision. As Updated
13 [Proposed] Statement Of Decision was served on the parties by the Court on February 19, 2020.
14 Further briefing was filed by both sides March 6, 2020. The matter was to be heard March 16,
15 but the risk of travel to attend argument in person caused a continuance which soon became a
16 multi-month continuance. The Court allowed further briefing on June 12 and 24, 2020, and July
17 10, 13, and 20, 2020. A final, virtual hearing on the issues addressed by the objections was held
18 on July 23, 2020, and the matter was submitted for issuance of a final Statement of Decision.
19 Having now considered all of the evidence and the credibility of the witnesses, the Court issues
20 the following Statement of Decision in accordance with and pursuant to C.C.P. § 632 and
21 California Rule of Court 3.1590.
22

24 **III. FACTUAL OVERVIEW**

25 CalPERS, acting on permissive legislative authority granted by California Government
26 Code §§ 21660–21661, started in 1995 to offer public employee participants in CalPERs and
27 CalSTRS the elective right to buy Long-Term Care Insurance coverage for themselves and for
28

1 family members, including parents and siblings, pursuant to the terms of an Evidence of
2 Coverage document (“EOC”), which along with the application constitutes the terms of the
3 written insurance contract for analytical purposes.

4
5 Under the legislative authorization, this product was to be financially self-supporting with
6 no subsidies from the taxpayers or the public employers, although Government Code § 21664(f)
7 provides that “[i]t is the intent of the Legislature to provide, in the future, appropriate resources
8 to properly administer the long-term care program.” Thus, premium rates charged and
9 investment earnings are intended to cover actual expenses over the long haul. Similar to long-
10 term care insurance products then being offered in the private marketplace, the monthly premium
11 was highly dependent on the enrollee’s age when coverage starts, aka “issue age,” with lower
12 rates for younger enrollees reflecting the statistical likelihood that most such enrollees would
13 have to remain covered by the plan (and paying premiums but not collecting benefits) for many
14 years before their decrepitude in later years would possibly qualify them for benefits.

15
16 Further, a rather broad menu of alternative and cumulative types of benefits were offered
17 with notably different monthly premiums reflective of the view at plan inception of the
18 likely risks incurred by the plan. There were distinctions:

- 19 1. As between (a) the cheaper PERS Nursing Home/Assisted Living Facility Plan
20 and (b) the more inclusive and more expensive PERS Comprehensive Plan, which
21 included both institutional care and reimbursement for in-home assistance.⁶
- 22 2. As between subsets under either the Nursing Home or Comprehensive Plan, a
23 choice between (a) more expensive Lifetime benefits with no maximum payment
24 cap and (b) cheaper alternative with a lifetime payment cap of \$131,400⁷ per
25
26

27 ⁶ There was a third Plan on offer, the PERS Partnership (Medical “Spend Down” Protection) which is not at issue
28 here.

⁷ To the Court’s understanding this dollar amount was adjusted upward over time. Whether or not this happened is

1 enrollee.

- 2 3. As between (a) a premium pegged to daily benefits which were fixed in dollar
3 terms with an option to increase the daily maximum of such benefits from time to
4 time in the future in return for paying a higher premium at such later time
5 (“Benefit Increase Option”) and (b) an alternative (higher) premium at inception
6 which would provide Inflation Protection whereby the daily benefit would
7 escalate five percent a year, compounded, to anticipate the likely increase in the
8 cost of obtaining such services in future years.
9

10 The relevant text of the EOCs issued to policyholders in LTC1 and LTC2 pertaining to
11 the Guaranteed Renewable clause and the Inflation Protection clause has never been modified at
12 any time as to the over one hundred thousand individuals who purchased the LTC1 or LTC2.
13 policies, whether they bought Comprehensive Coverage or Nursing Home Coverage. For these
14 purposes, subject only to slight format variation, it is the same language.
15

16 In addition to the EOC, the integrated insurance contract includes the application and the
17 Schedule of Benefits. As stated in the integration clause of the EOC, the application is part of
18 the contract, and the Court has been provided a copy of Ms. Wedding’s application form. The
19 language of the form application is the same as to everybody in the certified Class for the entire
20 period when enrollments were being accepted for LTC1 and LTC2. And then, necessarily,
21 although it is more implied by the EOC than expressed, one must also take into account an
22 enrollee’s schedule of benefits to know what a given Class Member’s respective rights and
23 responsibilities are.
24

25 There were prior premium increases in the program.⁸ The first general premium increase
26

27 _____
not material to the analysis herein.

28 ⁸ CalPERS raised an affirmative defense based on the statute of limitations based on the earlier premium increases. This Court will separately address the statute of limitations defense in this Statement of Decision.

1 was implemented in 2003⁹ where all members (including the Partnership Plans) received a
2 premium increase ranging from six percent to 30 percent. The premium increases varied by the
3 plan and benefits selected and the issue-age, with members in the plan who had a lower issue-age
4 (typically between 34-55) with plans that had greater benefits (such as Comprehensive with
5 Lifetime and Inflation Protection) receiving higher increases, while older members ages 75 and
6 older (even those who also purchased the plans with the greatest benefits) were subjected to
7 lower premium increases.
8

9 In 2007, there was a second premium increase as to all LTC1 and LTC2 policyholders
10 (including the Partnership Plans).¹⁰ As with the 2003 increase, the rate increases were
11 differential in impact and ranged from five percent to 47.1 percent with those members who
12 purchased Lifetime and Inflation Protection receiving higher increases.
13

14 In 2010, there was a third premium increase. This increase applied to all LTC1 and
15 LTC2 policies. Policies without Inflation Protection or Lifetime benefits received a 15 percent
16 increase, and those with either, or both, Lifetime benefits or the Inflation Protection benefit
17 received a 22 percent increase.
18

19 Starting in 2011, there was an annual premium rate increase of five percent that was
20 applied to only those enrollees who purchased an LTC1 policy with both Lifetime benefits and
21 Inflation Protection.

22 These rate increases did not result in litigation. In October 2012, CalPERS approved an
23 85 percent rate increase that was to be spread over two years (to take effect in 2015 and 2016)
24
25

26 ⁹ LTC1 is the policy issued and sold from 1995 through 2002. LTC2 is the policy issued and sold from 2003
27 through 2004. The LTC3 policy, which is not at issue in this action, was issued and sold from 2005 through 2007.
28 From 2008 to 2013, CalPERS did not issue or sell any long-term care policies. Starting in December 2013,
CalPERS issued and sold the LTC4 policy. The first increase in 2003 was imposed on those existing members in
LTC1, and presumably was incorporated into the rates for LTC2.

¹⁰ Although the LTC3 policy had been sold for a period of approximately two years at the time of the 2007 increase,
those who purchased the LTC3 policy were not subjected to the 2007 increase.

1 which would impact some, but not all, of the “coverages” offered. The 85 percent increase
2 applied to any enrollee in LTC1 and LTC2 with either the Comprehensive or Nursing Home Plan
3 who had signed up for either Inflation Protection or Lifetime benefits (or both). Conversely, an
4 enrollee who had signed up for the least generous and least expensive plan for a capped benefit
5 (e.g., \$131,400) and no Inflation Protection would have no rate change.
6

7 **IV. PHASE 1: COURT TRIAL ON CONTRACT INTERPRETATION**

8 **A. Issues to be Tried at Court Trial**

9 There are three related questions of contract interpretation to be decided as questions of
10 law by the Court:

- 11 1. Do the terms of the provision in the EOC that has been called the “Guaranteed
12 Renewable clause” allow for benefit-specific premium rate increases or must
13 CalPERS implement any premium rate increase uniformly as to all enrollees in either
14 LTC1 or LTC2?
- 15 2. Do the terms of the provision in the EOC that has been called the Inflation Protection
16 clause allow for the imposition of premium rate increases insofar as such rate
17 increases are needed to cover the cost of providing the annually compounded benefits
18 provided by the Inflation Protection clause?
19
- 20 3. Do the terms of the Guaranteed Renewable clause in the EOC trump the terms of the
21 Inflation Protection clause or vice versa?
22

23 **B. Applicable Legal Standards under the Three-Step Framework Analysis**

24 California law applies a three-step framework for interpreting insurance contracts. (*Bank*
25 *of the West v. Superior Court* (1992) 2 Cal.4th 1254, 1264–1265.)

26 The Court first applies the plain meaning rule, whereby the terms must be read in their
27 ordinary and popular sense *in the context of the policy as a whole and the circumstances of the*
28

1 *case.* (*AIU Ins. Co. v. Superior Court* (1990) 51 Cal.3d 807, 822; *Palmer v. Truck Ins. Exch.*
2 (1999) 21 Cal.4th 1109, 1115, 1118.) If that does not yield a single interpretation, the Court
3 adopts the objectively reasonable expectations of the insured, in the sense the insurance company
4 reasonably understood them when the policy was issued.
5

6 In the typical case, if the above rules do not resolve any ambiguity, and only as a “last
7 resort,” the court may construe the term against the party that created the ambiguity, which is to
8 say the insurance company. (*Lamps Plus, Inc. v. Varela* (2019) 139 S.Ct. 1407, 1417 [quoting
9 3A Corbin, Contracts (1960) § 559, pp. 268–270]; see also *AIU Ins. Co. v. Superior Court*,
10 *supra*, 51 Cal.3d at 822.) *Contra proferentem*, which is described as a “last resort” under
11 California law by no less than the United States Supreme Court (*Lamps Plus, Inc. v. Varela*,
12 *supra*, 139 S.Ct. at 1417), should be applied cautiously.
13

14 Normal rules of contract interpretation otherwise apply.

15 “Under statutory rules of contract interpretation, the mutual intention of the parties at the
16 time the contract is formed governs interpretation.” (*AIU Ins. Co. v. Superior Court, supra*, 51
17 Cal.3d at 821.) “Such intent is to be inferred, if possible, solely from the written provisions of
18 the contract.” (*Id.* at 822.) The “clear and explicit” meaning of these provisions, interpreted in
19 their “ordinary and popular sense” unless “used by the parties in a technical sense or a special
20 meaning is given to them by usage,” controls judicial interpretation. (*Ibid.* [quoting Civ. Code §§
21 1644, 1638].) Thus, if the meaning a layperson would ascribe to contract language is not
22 ambiguous, we apply that meaning. (*Ibid.*)
23

24 Specific provisions to a specific subject will govern with respect to that subject, even if
25 there is a general provision that is broad enough to include the same subject. (*Kavruck v. Blue*
26 *Cross of California* (2003) 108 Cal.App.4th 773, 781; *Kashmiri v. Regents of Univ. of California*
27 (2007) 156 Cal.App.4th 809, 834.) Courts should construe insurance policies in a way that does
28

1 not ignore a clearly-made distinction between terms or renders a term redundant. (See, e.g.,
2 *Mirpad, LLC v. California Ins. Guarantee Ass'n* (2005) 132 Cal.App.4th 1058, 1070–72; *Foster-*
3 *Gardner, Inc. v. Nat'l Union Fire Ins. Co.* (1998) 18 Cal.4th 857, 871.) This concept is
4 particularly salient to this Court's interpretation of the "Guaranteed Renewable" clause because
5 the Plaintiffs' theory attributes no significance to the phrase "on the same form of coverage."
6 (See also, *State Farm Mut. Auto. Ins. Co. v. Crane* (1990) 217 Cal.App.3d 1127, 1132 ["In short,
7 an insurance contract is to be construed in a manner which gives meaning to all its provisions in
8 a natural, reasonable, and practical manner, having reference to the risk and subject matter and to
9 the purposes of the entire contract."].)

11 Finally, "[t]he policy should be read as a layman would read it and not as it might be
12 analyzed by an attorney or an insurance expert." (*Crane v. State Farm Fire & Casualty Co.*
13 (1971) 5 Cal.3d 112, 115, superseded by statute on other grounds, as noted in *Hoffman-Haag v.*
14 *Transamerica Ins. Co.* (1991) 1 Cal.App.4th 10.)

16 Extrinsic evidence can be used to show that the policy is subject to an interpretation at
17 variance from its apparent plain meaning if the latent ambiguity illuminated by such extrinsic
18 evidence does not do violence to the written language of the contract. As the California Supreme
19 Court stated in *Gribaldo, Jacobs, Jones & Assocs. v. Agrippina Versicherungen A.G.* (1970) 3
20 Cal.3d 434, 443, "[t]he test of admissibility of extrinsic evidence to explain the meaning of a
21 written instrument is not whether it appears to the court to be plain and unambiguous on its face,
22 but whether the offered evidence is relevant to prove a meaning to which the language of the
23 instrument is reasonably susceptible." (*Id.* (citations omitted).) Extrinsic evidence may be
24 admissible to explain (but not vary) contract language, notwithstanding an integration clause in
25 the policy. "Ordinarily, even in an integrated contract, extrinsic evidence can be admitted to
26 explain the meaning of the contractual language, although it cannot be used to contradict it or
27
28

1 offer an inconsistent meaning. The language, in such a case, must be ‘reasonably susceptible’ to
2 the proposed meaning.” (*Hot Rods, LLC v. Northrop Grumman Systems Corp.* (2015) 242
3 Cal.App.4th 1166, 1175-76.)

4
5 Extrinsic evidence is generally admissible to establish the objective reasonable
6 expectations of policyholders. “If the terms of a promise are in any respect ambiguous or
7 uncertain, it must be interpreted in the sense in which the promisor believed, at the time of
8 making it, that the promisee understood it.” (*Bank of the West v. Superior Court* (1992) 2
9 Cal.4th 1254, 1264-65.) “This rule, as applied to a promise of coverage in an insurance policy,
10 protects not the subjective beliefs of the insurer but, rather, the objectively reasonable
11 expectations of the insured.” (*Id.*)

12
13 Extrinsic evidence that can be relevant to this inquiry has been held to include, *inter alia*,
14 the original premium rates charged (*Golden Eagle Insurance Co. v. Insurance Co. of West*
15 (2002) 99 Cal.App.4th 837, 849); and the manner in which the insurance policy was advertised
16 or marketed. (*Kavruck, supra*, 108 Cal.App.4th at 782.)

17 **1. The *Palp* and *MacKinnon* Line of Cases Does Not Apply Because This Case**
18 **Does Not Involve Interpretation of an Exclusionary Clause.**

19 Plaintiffs incorrectly seek to apply another rule derived from two cases, *MacKinnon v.*
20 *Truck Ins. Exch.* (2003) 31 Cal.4th 635, and *Palp, Inc. v. Williamsburg Nat’l Ins. Co.* (2011) 200
21 Cal.App.4th 282. The rule they seek to apply is one of strict construction: if there is any
22 reasonable interpretation of the contract provision that would support the policyholders’ position,
23 then the provision is ambiguous, and the policyholders’ interpretation must be adopted.

24
25 However, these cases do not apply here because that interpretive canon applies only to
26 the interpretation of a clause excluding certain events from coverage. These cases hold that such
27 **exclusionary** clauses must be “conspicuous, plain and clear.” (*Palp, Inc. v. Williamsburg Nat’l*
28 *Ins. Co., supra*, 200 Cal.App.4th at 290; see also *MacKinnon v. Truck Ins. Exch., supra*, 31

1 Cal.4th at 648 [“[A]n insurer cannot escape its basic duty to insure by means of an *exclusionary*
2 *clause* that is unclear”] [emphasis added]; Croskey et al., Cal. Practice Guide: Insurance
3 Litigation (The Rutter Group, Aug. 2019) Ch. 3-C ¶ 3:138 (“[i]n addition to rules governing
4 policy interpretation generally, *special rules apply to exclusions and exceptions thereto*”)
5 [emphasis added] [citing *North Am. Bldg. Maint., Inc. v. Fireman’s Fund Ins. Co.* (2006) 137
6 Cal.App.4th 627, 642].)

8 In *E.M.M.I. Inc. v. Zurich Am. Ins. Co.* (2004) 32 Cal.4th 465, 470–71, the California
9 Supreme Court recognized the limited scope of the *Palp/MacKinnon* doctrine. The Court set
10 forth the ordinary rules of insurance contract interpretation as stated in *Bank of the West* and then
11 separately identified a rule for construing policy exclusions strictly, citing, *inter alia*,
12 *MacKinnon*. (*Ibid.*) By describing the rules for interpreting insurance contracts in general and a
13 separate rule applicable to exclusions, the Supreme Court acknowledged that the
14 *Palp/MacKinnon* rule does not apply universally. Indeed, the structure of the three-part *Bank of*
15 *the West* test mandates that the *Palp/MacKinnon* rule must have limited application. If the
16 contract does not have only one reasonable interpretation, the Court must determine the
17 objectively reasonable expectation of the insured, as viewed through the eyes of the insurance
18 carrier, prior to resorting to *contra proferentem*. (*Bank of the West v. Superior Court, supra*, 2
19 Cal.4th at 1264–65; see also *E.M.M.I. Inc. v. Zurich Am. Ins. Co., supra*, 32 Cal.4th at 470.) If,
20 however, the Court were required to adopt *any* reasonable interpretation that was advanced by
21 Plaintiffs, there would be no logical space for that second step in the *Bank of the West* analysis,
22 and the inquiry would jump directly from step one to step three.

25 *Bank of the West* explicitly rejected such an approach. There, the insured sought a ruling
26 on the grounds that the disputed term was “ambiguous and must be construed against the
27 insurer.” (*Bank of the West v. Superior Court, supra*, 2 Cal.4th at 1264–65.) However, the
28

1 California Supreme Court held that the insured:

2 ***invoked this rule of construction too early*** in the interpretive
3 process. While insurance contracts have special features, they are
4 still contracts to which the ordinary rules of contractual
5 interpretation apply. (See *AIU Ins. Co. v. Superior Court* (1990) 51
6 Cal.3d 807, 822 (*AIU*.) The fundamental goal of contractual
7 interpretation is to give effect to the mutual intention of the parties.
8 (Civ.Code, § 1636.) If contractual language is clear and explicit, it
9 governs. (Civ. Code § 1638.) On the other hand, “[i]f the terms of
10 a promise are in any respect ambiguous or uncertain, it must be
11 interpreted in the sense in which the promisor believed, at the time
12 of making it, that the promisee understood it.” (*Id.*, § 1649; see
13 *AIU, supra*, 51 Cal.3d at p. 822.) This rule, as applied to a promise
14 of coverage in an insurance policy, protects not the subjective
15 beliefs of the insurer but, rather, “the objectively reasonable
16 expectations of the insured.” (*AIU, supra*, at p. 822) **Only** if this
17 rule does not resolve the ambiguity do we then resolve it against
18 the insurer. (See *AIU, supra*, at p. 822.)

11 (*Bank of the West v. Superior Court, supra*, 2 Cal.4th at 1264–65 [emphasis added].)

12 Unsurprisingly, then, courts have refused to apply *MacKinnon* and *Palp* outside of the
13 narrow context of exclusionary clauses. The Ninth Circuit, in a case applying California law, has
14 explained that the *MacKinnon* test “addresses **exclusionary** clauses specifically.” (*PMI Mortg.*
15 *Ins. Co. v. Am. Int’l Specialty Lines Ins. Co.* (9th Cir. 2005) 394 F.3d 761, 765, n. 5) “While the
16 prevailing rule as to ordinary coverage provisions also favors the insured over the insurer, it is
17 substantially less stringent than the [*MacKinnon*] rule, which is specific to exclusionary clauses.”

19 (*Ibid.*)

20 At oral argument, Plaintiffs cited *In re Insurance Installment Fee Cases* (2012) 211
21 Cal.App.4th 1395 (“*In re Insurance*”), for the proposition that the *Bank of the West* framework
22 applies even outside the context of the exclusionary clauses. That is correct (and appears to be
23 undisputed) but misses the point. CalPERS is not arguing that *Bank of the West* is limited to
24 exclusionary clauses. CalPERS is arguing that the *MacKinnon* and *Palp* line of cases—which
25 applies a different interpretive framework than *Bank of the West* does—applies only in the
26 context of exclusionary clauses. *In re Insurance* is no help to contest that proposition. Rather, *In*
27
28

1 *re Insurance* actually supports the proposition that *MacKinnon* and *Palp* do not apply beyond
2 exclusionary clauses. In that case, the court interpreted allegedly ambiguous language in *favor*
3 of the insurance company, showing that outside the context of exclusionary clauses,
4 policyholders must do more than simply point to a second plausible interpretation of the contract
5 language. (*Id.* at 1409–11.) “Even if we were to conclude that the [contested] sentence . . . is
6 ambiguous, we would affirm the trial court’s construction of the sentence” in favor of the
7 insurer. (*Id.* at 1411.) Therefore, *In re Insurance* supports CalPERS’ position, not Plaintiffs’.

9 For these reasons, the Court concurs with the other courts that have limited *MacKinnon*
10 and *Palp* to the interpretation of exclusionary clauses and will apply the three-part analytic
11 framework set forth in *Bank of the West* to resolve the interpretive issues presented here.

12 2. Who Is the Reasonable Insured?

13 Step two of the *Bank of the West* framework requires the Court to consider the language
14 as the insurer would believe it to be understood from the perspective of the objectively
15 reasonable insured. That poses the question: Who is the reasonable insured? The reasonable
16 insured is a person sitting down to buy a policy. “A contract must be so interpreted as to give
17 effect to the mutual intention of the parties as it existed *at the time of contracting*[.]” (Civ. Code
18 § 1636 [emphasis added].) This rule applies to insurance contracts. (*AIU Ins. Co. v. Superior*
19 *Court, supra*, 51 Cal.3d at 821; *Lockheed Martin Corp. v. Cont’l Ins. Co.* (2005) 134
20 Cal.App.4th 187, 196, disapproved of on other grounds by *State of California v. Allstate Ins. Co.*
21 (2009) 45 Cal.4th 1008, 1036, fn. 11 [“The fundamental rule is that interpretation of an insurance
22 contract, like any contract, is governed by the mutual intent of the parties at the time they form
23 the contract.”].)

24 Notably, the reasonable insured is not locked into a particular set of terms. Instead, the
25 reasonable insured is evaluating the terms of the policy objectively in the context of deciding
26
27
28

1 whether to enter into the contract and the terms on which she will do so, without the bias
2 resulting from being locked into a prior policy selection. The *Bank of the West* test instructs the
3 Court to consider how the insurer would expect an objectively reasonable insured to interpret the
4 language, and does not contemplate conflicting expectations as among different insureds.

5
6 With these principles in mind, the Court proceeds to interpret the policy.

7 **C. Issue 1: The Guaranteed Renewable Provision**

8 The disputed language reads as follows: “**Your** premiums will never increase due solely
9 to a change in **Your** age or health. CalPERS can, however, change **Your** premiums, but only if
10 **We** change the premium schedule on an issue-age basis for all similar coverage issued in **Your**
11 state on the same form as this coverage.” (1997 Comprehensive Plan EOC (Exh. 16) at 16-002
12 [emphasis original].)

13
14 A few things are unambiguously clear from this language. First, premiums will not
15 increase *solely* due to changes in the applicant’s age or health. Second, premiums can increase
16 under at least some circumstances. Third, premiums can increase only on an issue-age basis,
17 meaning premium increases must be based on the age at which the applicant enrolled. The
18 dispute between the parties begins with the remaining language: What is similar coverage? And
19 what is the form on which such similar coverage might be contained?

20
21 On summary judgment, Judge Jones agreed with Plaintiffs’ interpretation that “benefits”
22 are not synonymous with “coverages.” While there are many defined terms in the EOC, the
23 words “coverage” and “benefits” are not amongst this universe of defined terms. In her ruling of
24 June 15, 2017 on CalPERS’s motion for summary judgment or summary adjudication, at
25 footnote 11, Judge Jones stated that: “The distinction by Plaintiffs between ‘coverage’ and
26 ‘benefits’ is a reasonable interpretation.” Plaintiffs in their briefs as well as during the Phase 1
27 Trial argued that the term “insurance policy” or “plan” is the term which best could be
28

1 substituted for the term “coverage” in many parts of the EOC.

2 On May 24, 2019, this Court advised the parties that it would *sua sponte* reconsider
3 Judge Jones’s interpretation of the Guaranteed Renewable clause. This became the first issue to
4 be determined by the Court in Phase 1 of the trial. This Court considered the interpretation
5 advanced by CalPERS that for purposes of interpreting the Guaranteed Renewable clause, the
6 terms “coverage” and “benefits” were synonyms for analytical purposes, particularly since there
7 was a 3:1 to 4:1 spread in the monthly cost of the least generous “benefit” package (aka
8 “coverage”) versus the most generous package. A reasonable interpretation is that the
9 Guaranteed Renewable clause permitted selective pricing increases according to the nature of the
10 specific risk(s) insured, whether the risk is termed a “coverage” or a “benefit.” The undefined
11 word “coverage” is used twice in that sentence, suggesting that its first use refers to a potential
12 **subset** of the defined universe of enrollees encompassed within the subsequent reference to
13 “issued in your state **on the same form as this coverage.**” Notably, Judge Jones’s reading of
14 the key sentence negates any meaning to the phrase “same form as this coverage,” and nothing is
15 said on this point in her ruling. Plaintiffs likewise dodged this issue at the final argument, even
16 when given an opportunity to address the Court’s concerns.
17
18

19 This Court recognizes in the first step of the three-step analysis that the interpretation of
20 the provision cannot be resolved under the Plain Meaning Rule since two judges reading the
21 language reached different conclusions (and this Court expressed tentative acceptance of
22 Plaintiffs’ view on this issue via a Tentative Ruling posted June 30, 2020).
23

24 **1. What Is the “Same Form”?**

25 The first question is what the contract means by “the same form.” Plaintiffs argue that
26 “same form” means LTC1, LTC2, LTC3, or LTC4. Defendant argues “same form” means the
27 form on which the policies are written—Comprehensive Plans are on one form, Nursing Home
28

1 Plans are on another form, and Partnership Plans are on a third form. (See Exh. 2006, 2005, and
2 2001, respectively.) In 1995, these forms had form numbers PR-LTC-0195, PR-NH-0195, and
3 CP-LTC-0195, respectively. (Exh. 2006 at 2006-002, 2005 at 2005-003, and 2001 at 2001-002.)
4

5 Defendant's interpretation is the only reasonable interpretation of the language. It makes
6 no sense to refer to LTC1 as a "form." LTC1 refers to the group of policies that were written
7 during the first years of the program from 1995–2002. (Dec. 15, 2009 HBC Agenda Item 6a
8 (Exh. 2137) at 2137-002.) Enrollment in LTC1 closed in 2002, and thereafter enrollment opened
9 in LTC2. (*Ibid.*) As a result, when the contract was drafted, and when policyholders read that
10 contract at the onset of the program, there were only LTC1 policies. Forms used by CalPERS's
11 various competitors in the long-term care insurance marketplace were not CalPERS's form, so
12 deeming "same form of coverage" to be a reference to possible premium increases imposed upon
13 insureds of another carrier is a non-sensical interpretation of this clause. By default, it must refer
14 to the basic distinctions as between the Partnership, Comprehensive, and Nursing Home/Assisted
15 Living Plans offered concurrently by CalPERS. At the time the language was drafted under
16 Plaintiffs' reading of the contract, the term "same form" had no meaning and was superfluous.
17 That is not a proper reading of the clause by an objectively reasonable insured.
18

19 Instead, "same form" should be interpreted as meaning the form that was used to provide
20 the coverage in question—that is to say, the comprehensive, nursing home, and partnership
21 forms PR-LTC-0195, PR-NH-0195, CP-LTC-0195, respectively. (Exh. 2006 at 2006-002, 2005
22 at 2005-003, and 2001 at 2001-002.)
23

24 **2. What Is "Similar Coverage"?**

25 **a. Inflation Protection and Lifetime Are Both Coverage Selections.**

26 As noted above, Plaintiffs are forced to argue that the "form" on which a policy was
27 written refers essentially to the range of years in which the policy was issued (e.g., LTC1)
28

1 because Plaintiffs argue that the definition of “coverage” is limited to whether the policyholder
2 selected a comprehensive, nursing home, or partnership plan, and does not include, for example,
3 whether the policyholder selected automatic Inflation Protection or Lifetime benefits. But as
4 noted immediately above, the Court has found that the only reasonably objective interpretation of
5 the phrase “same form as this coverage” is that it refers to the Comprehensive versus Partnership
6 versus Nursing Home/Assisted Living product differentiation. So the separate phrase “similar
7 coverage,” which appears in the same sentence limiting premium increases, must refer to some
8 other distinction which is more precise than the first choice as to which of three Plans a
9 prospective enrollee selects.
10

11 The heart of the parties’ dispute is whether coverages with automatic Inflation Protection
12 and Lifetime benefits afford coverage that is similar to or different from those that do not.
13 Reviewing the documents that constitute the contract—the application form and the EOC—
14 makes clear that policies that afford automatic Inflation Protection and Lifetime benefits are
15 different coverages than policies that do not. (See 1997 Comprehensive Plan EOC (Exh. 16) at
16 16-002 [integrating application into the EOC].) It is also clear from the Long-Term Care Letters
17 and annual letters sent to policyholders when their inflation-protected coverage increases.
18

19 Ms. Wedding’s application form identified the plan options from which she was
20 selecting. It identifies “[t]he benefits and plan coverage options of the PERS plans” as set forth
21 in the Long-Term Care Letter. (Wedding Application (Exh. 2010) at 2010-002.) And it specifies
22 that “[i]f you choose not to purchase the Annual Compound Inflation Option, you will be offered
23 future options *to increase coverage* for additional premiums based on your age at that time”:
24
25
26
27
28

D. PLAN OPTIONS		
<p>The benefits and plan coverage options of the PERS plans are described in detail in <i>The Long-Term Care Letter</i>. If you choose not to purchase the Annual Compound Inflation Option, you will be offered future options to increase coverage for additional premiums based on your age at that time.</p>		
<p>Select One Plan and Coverage Amount:</p>		
<p>PERS Comprehensive Plan Without Automatic Inflation*: <input type="checkbox"/> \$131,400 of coverage <input type="checkbox"/> Lifetime coverage With Automatic Inflation**: <input type="checkbox"/> \$131,400 of coverage <input checked="" type="checkbox"/> Lifetime coverage</p>	<p>PERS Nursing Home/ Assisted Living Facility Plan Without Automatic Inflation*: <input type="checkbox"/> \$131,400 of coverage <input type="checkbox"/> Lifetime coverage With Automatic Inflation**: <input type="checkbox"/> \$131,400 of coverage <input type="checkbox"/> Lifetime coverage</p>	<p>PERS Partnership Plan <i>Plan available to California residents only.</i> Comprehensive Benefits with Built-in 5% Annual Compound Inflation: <input type="checkbox"/> \$36,500 of coverage <input type="checkbox"/> \$73,000 of coverage</p>
<p>* Without automatic inflation indicates this coverage selection does not include the 5% automatic annual compound inflation option. ** With automatic inflation indicates this coverage selection includes the 5% automatic annual compound inflation option.</p>		

(*Ibid.* [emphasis added].)

Ms. Wedding was asked to select “One Plan and *Coverage* Amount[.]” She selected “PERS Comprehensive Plan With Automatic Inflation Protection [and] Lifetime *Coverage*.” An asterisk next to “Without Automatic Inflation” and “With Automatic Inflation” identifies these options as “coverage selections”: “Without automatic inflation indicates *this coverage selection* does not include the 5% automatic annual compound inflation option” and “With automatic inflation indicates *this coverage selection* includes the 5% automatic annual compound inflation option.” (Wedding Application (Exh. 2010) at 2010-002 [emphasis added].) These notes refer to the inclusion of Inflation Protection as a “coverage selection,” indicating that plans with the automatic Inflation Protection are *different coverage selections* from plans without the automatic inflation protection.

The EOC repeatedly refers to “increases in coverage” and “decreases in coverage,” a formulation that is consistent with CalPERS’ interpretation that coverage is the nature and amount of benefits that the policyholder purchases and inconsistent with Plaintiffs’ interpretation that coverage is the “insurance policy” or “plan.” (1997 Comprehensive Plan EOC (Exh. 16) at 16-002 [“The premium for any *increases in coverage* . . .”] [emphasis added]; *id.* at 16-018 [“this benefit lets **You** periodically *increase Your coverage amounts*”] [bold italics added]; *ibid.*

1 ["The premium for the amount of *increased coverage*"] [emphasis added]; *ibid.* ["indicating that
2 **You** have accepted the option to *increase coverage.*"] [bold italics added]; *id.* at 16-024
3 ["electing a *decrease in coverage* to a *coverage amount We* offer"] [bold italics added]; *ibid.*
4 ["The procedure for *decreasing coverage* is described"] [emphasis added]; *id.* at 16-029 ["**You**
5 have the right to *increase Your coverage . . .* to a *coverage amount* offered by CalPERS that
6 represents an *increase in coverage.*"] [bold italics added]; *id.* at 16-030 ["**You May Elect to**
7 **Decrease Coverage**"] [bold italics added].) Similarly, the EOC refers to "reduc[tion]" and
8 "adjust[ment]" of coverage. (*Id.* at 16-026 ["the change does not *reduce or eliminate* benefits or
9 *coverage*"] [emphasis added]; *ibid.* ["**Your** coverage will be *adjusted* to a *coverage amount*
10 offered by CalPERS"] [bold italics added].) An insurance policy or plan cannot itself "increase,"
11 "decrease," or be "reduced." But the amount of benefits to which a policyholder is entitled can
12 do these things.
13

14
15 The EOC also refers to a policyholder's "**Total Coverage Amount**," which it defines as
16 "the maximum amount **We** will pay for expenses covered by this **Agreement.**" (1997
17 Comprehensive Plan EOC (Exh. 16) at 16-008.) This makes clear that coverage is the amount
18 and type of benefits paid to the policyholder. Again, Plaintiffs' construction, that "coverage"
19 means an insurance policy or plan, does not have an "amount."
20

21 The definition continues: the "**Total Coverage Amount** is shown in the Schedule of
22 Benefits." (1997 Comprehensive Plan EOC (Exh. 16) at 16-008.) This depicts the amount that a
23 policyholder is entitled to under the plan. (1997 Wedding Schedule of Benefits (Exh. 2020) at
24 2020-001.) The Total Coverage Amount can be "reduced" and will "increase on each
25 anniversary of the **Coverage Effective Date** if **You** have elected the Inflation Protection
26 provision[.]" (1997 Comprehensive Plan EOC (Exh. 16) at 16-008.) This shows that policies
27 with Inflation Protection offer different coverage than plans without inflation protection because
28

1 the presence of Inflation Protection changes the “Total Coverage Amount.” The policy
2 repeatedly refers to this “Total Coverage Amount” throughout, making clear that coverage is a
3 calculable amount. (*Id.* at 16-008, 16-009, 16-010, 16-013, 16-015, 16-016, 16-017, 16-018, 16-
4 020.)

5
6 Plaintiffs point to a number of provisions in the EOC, but none of these provisions
7 support Plaintiffs’ interpretation.

8 First, Plaintiffs point to a sentence in the Guaranteed Renewable Clause that states, “We
9 cannot cancel or refuse to renew **Your coverage** until *benefits* have been exhausted as long as
10 **You** pay premiums on time.” (1997 Comprehensive Plan EOC (Exh. 16) at 16-002 [bold italics
11 added].) However, this sentence is consistent with CalPERS’s interpretation: a policyholder
12 buys coverage that affords certain benefits, and that coverage cannot be taken away so long as
13 benefits have not been exhausted and premiums are paid on time.

14
15 Second, Plaintiffs point to several other statements from the EOC that are all consistent
16 with CalPERS’s interpretation:

- 17 • “The California Public Employees’ Retirement System (CalPERS) is pleased to issue
18 this long-term care *coverage to You.*” (1997 Comprehensive Plan EOC (Exh. 16) at
19 16-002 [italics added].)
- 20 • “This *coverage* is intended to be a ‘qualified long-term care insurance contract’ under
21 federal law.” (*Ibid.* [italics added].)
- 22 • “**You** may cancel **Your coverage** for any reason within 30 days after **You** receive this
23 Evidence of Coverage.” (*Ibid.* [italics added].)
- 24 • “We issued this *coverage* based on **Your** responses to questions on **Your**
25 **Application** which is made a part of this *coverage.* (*Ibid.* [italics added].)

26
27 These four statements are all consistent. Each policyholder is “issued” coverage—i.e., an
28

1 entitlement, under certain circumstances, to be paid benefits of a certain amount for a certain
2 duration (which will vary depending on what coverage options the policyholder has elected to
3 purchase). The agreement to issue that coverage was intended to constitute a contract that
4 qualified for certain treatment under federal law. The policyholder may cancel her coverage—
5 i.e., her obligation to pay premiums, in return for the right to receive benefits. And CalPERS
6 agreed to provide that coverage—i.e., to pay that set of benefits upon the satisfaction of certain
7 conditions—based on the policyholder’s responses on the application.
8

9 The Long-Term Care Letters are worthy of serious consideration. The application, which
10 is a part of the integrated agreement, refers to the fact that “[t]he benefits and coverage options of
11 the PERS plans are described in detail in The Long-Term CareLetter [sic].” (Wedding
12 Application (Exh. 2010) at 2010-002.) The Long-Term Care letter’s explanation of Automatic
13 Inflation Protection refers to it as a “coverage.” (1996 Long-Term Care Letter (Exh. 5) at 5-004
14 [“you may hesitate to purchase inflation protection now since the *coverage* costs more. Yet
15 without it, you might find yourself needing long-term care but having *coverage* with benefits that
16 are less meaningful because they have not kept pace with the increasing cost of services.”]
17 [emphasis added].) It continues to make clear that there are different types of *coverage*: “[t]he
18 chart compares and contrasts the anticipated cost for one year of institutional care over the next
19 20 years between *three types of coverage*: one *with built-in inflation protection*, one with
20 periodic upgrades, and one with no protection at all.” (*Ibid.* [emphasis added].) This language
21 makes clear that policies with Inflation Protection are different coverage types than policies
22 without inflation protection.
23
24

25 In the same Long-Term Care Letter, the PERS Perks page explains that there are “three
26 basic PERS plans”: Comprehensive, Nursing Home/Assisted Living Facility, and Partnership.
27 (1996 Long-Term Care Letter (Exh. 5) at 5-009.) These plans “offer coverage”—meaning these
28

1 plans are not synonymous with coverage. Instead, coverage is something you receive with the
2 plan. This is elucidated further: policyholders have a **“Choice of coverage”** which includes
3 Lifetime or \$131,400. (*Ibid.*) Policyholders further can purchase **“Inflation protection”** which
4 “covers” the policyholder. (*Ibid.*) If the policyholder does not purchase Inflation Protection, she
5 can instead purchase the periodic option to “increase coverage” at additional cost later. (*Ibid.*)
6 And of course, the PERS Perks page also explains that the coverage is guaranteed renewable,
7 which explains that premiums can increase “for everyone with similar coverage”—coverage as
8 explained on the PERS Perks page. (*Ibid.*)
9

10 Later on in the same Long-Term Care Letter, in a section titled “How To Choose
11 Inflation Protection,” policyholders are told that buying Inflation Protection purchases “coverage
12 increase[s].” (1996 Long-Term Care Letter (Exh. 5) at 5-015.) This shows that Inflation
13 Protection is a different coverage option that changes the type and amount of coverage a
14 policyholder is entitled to. It also renders Plaintiffs’ interpretation nonsensical: if coverage
15 means “form” or “plan,” as Plaintiffs argue, then it would be impossible for coverage to
16 “increase.” Increases in a “form” are impossible. Increases in the amount and type of benefits a
17 policyholder receives under her plan is logical and straightforward—and consistent with the
18 plain language of the contract and the marketing materials.
19

20 Finally, the last page of the Long-Term Care Letter again reinforces this meaning of
21 “coverage”—describing “coverage type,” “amount of coverage,” and showing that Inflation
22 Protection gives you an option to “increase your coverage.” (1996 Long-Term Care Letter (Exh.
23 5) at 5-016.)
24

25 The 1996 CalPERS website also reinforces this definition of coverage. It again explains
26 that policyholders “choose the type and amount of coverage that best meets your needs.” (1996
27 CalPERS Website (Exh. 14) at 14-007.) It then lists these coverage options, including “coverage
28

1 type," "coverage amount," and "inflation protection." (*Ibid.*)

2 CalPERS would mail policyholders with Inflation Protection an annual letter that
3 explained that their "coverage" had "increased with no increase in premium due." (Wedding
4 Annual Letter (Exh. 19) at 19-001.) These letters explained this was "a benefit of the *coverage*
5 *you selected* when you enrolled." (*Ibid.*) This further makes clear that Inflation Protection was a
6 coverage option, such that plans with inflation protection had different coverage than plans
7 without inflation protection because the selection of automatic Inflation Protection was the
8 choice policyholders made that triggered the five percent increases in coverage.
9

10 Merriam-Webster defines coverage as both "inclusion within the scope of an insurance
11 policy or protective plan" or "the amount available to meet liabilities." (Coverage, Merriam-
12 Webster.com Dictionary, Merriam-Webster <[https://www.merriam-
14 webster.com/dictionary/coverage/](https://www.merriam-
13 webster.com/dictionary/coverage/)> [as of July 9, 2020].) Both of these definitions are consistent
15 with CalPERS's definition of the term "coverage." And Actuarial Standard of Practice No. 18,
16 which governs long-term care insurance, defines benefits as "coverage features," consistent with
17 CalPERS's definition of coverage. (*Actuarial Standard of Practice No. 18, Long Term Care*
18 *Insurance* (January 1999, updated May 1, 2011) Long-Term Care Task Force of the Actuarial
19 Standards Board at 3 <[http://www.actuarialstandardsboard.org/wp-
21 content/uploads/2014/02/asop018_136.pdf](http://www.actuarialstandardsboard.org/wp-
20 content/uploads/2014/02/asop018_136.pdf)> [as of July 9, 2020].)

22 **b. Policies with Inflation Protection Coverage and Lifetime Coverage Do**
23 **Not Afford "Similar Coverage" to Policies without those Coverages.**

24 Finally, for coverage to be similar, the amount of protection provided must be similar.
25 But inflation-protected plans, over time, provide meaningfully more coverage than non-inflation
26 protected plans. And Lifetime plans also potentially provide meaningfully more protection than
27 fixed-term plans. These differences are far more significant than the differences in coverage
28 afforded by comprehensive versus nursing home versus partnership plans.

1 This is reflected in the extent to which the Inflation Protection decision dominates the
2 price of the plan premiums. For example, for a 55-year old signing up in 1995, the premium for
3 a comprehensive Lifetime plan *without* inflation protection was \$43, whereas the premium for a
4 comprehensive Lifetime plan *with* Inflation Protection was more than double that, or \$96.
5 (1995–1996 Long-Term Care Letter (Exh. 115) at 115-026.) But compare on a different axis,
6 plan type, and the price gap shrinks: The premium for a comprehensive Lifetime plan without
7 inflation protection was still \$43, whereas the premium for a nursing home Lifetime plan without
8 inflation protection was \$29 (a much smaller difference). (*Ibid.*) This difference can be seen
9 across plans; for the same 55-year old, a fixed-term nursing home plan *without* inflation
10 protection cost \$23, whereas a fixed term nursing home plan *with* Inflation Protection cost \$50.
11 (*Ibid.*) For this reason, the Court does not adopt the suggestion, discussed with Plaintiffs’
12 counsel at oral argument, that the word “coverage” refers to whether a policyholder elects a
13 Comprehensive, Facilities-Only, or Partnership plan. Underpinning that suggestion was the
14 premise that the choice of which of those options to buy was the primary choice facing a
15 prospective policyholder who had decided to buy some form of plan; the cost information recited
16 above negates that premise.
17
18

19 **3. Conclusion as to Meaning of Guaranteed Renewable Clause**

20 For these reasons, the Court construes “similar coverage” to mean coverage that has the
21 same basic features, including the selection of Lifetime versus fixed-term coverage and the
22 decision to elect or forego automatic Inflation Protection. “Same form” means the forms that the
23 plans were sold on—meaning the comprehensive, nursing home, and partnership forms.
24 Plaintiffs’ theory of contract breach based on an alternative interpretation is rejected, and there is
25 no actionable claim available under this theory to be presented to the jury in Phase 3 when
26 damages are tried.
27
28

1 **D. Issue 2: The Inflation Protection Clause**

2 The Inflation Protection clause is included in the section of the EOC titled “Benefit:
3 Inflation Protection.” (Exh. 16-017.) The Inflation Protection clause states, without any
4 limitation or qualification limiting its scope:
5

6 **Your Premium Will Not Increase[:]**

7 **Your** premium will not increase as a result of these annual benefit increases.

8 (Emphasis in original.)

9 Judge Jones in her summary judgment ruling stated that “the unambiguous terms of the
10 EOC do not permit rate increases that are the ‘result of’ increasing benefits owed to
11 policyholders who purchased inflation protection.” (Order on Summary Judgment, June 15,
12 2017, at 12.)

13 This Court stated in its May 24, 2019 Order, and it repeated the statement at multiple
14 hearings, that it was not inclined to reconsider Judge Jones’s ruling as to the Inflation Protection
15 clause. CalPERS made a promise to anybody who saw fit to buy Inflation Protection that those
16 rates would not increase as a direct result of the annual increases in potential daily/monthly
17 benefit maximums provided by this benefit. Under the “Plain Meaning Rule,” and reading the
18 words as a layman would read the clause, CalPERS made an express promise in the EOC that
19 premiums would not increase “as a result” of this intrinsic aspect of the Inflation Protection
20 benefits. While there is some wiggle room for CalPERS to increase premiums paid by this group
21 if it was for some other reason, the selective price increases imposed here on only Inflation-
22 Protection insureds and Lifetime insureds (but not on all insureds) creates a triable issue of fact
23 as to what, in fact, were CalPERS’s reason(s) for imposing the premium increase. Only after a
24 jury speaks will we know if the reasons were entirely acceptable, entirely unacceptable, or a
25 blend of the bad with the good.
26
27

28 The Court considered and evaluated extrinsic evidence offered by the parties during the

1 trial. Such evidence included the Long-Term Care Letters issued by CalPERS, a Rate Sheet,
2 Employer Manuals issued by CalPERS, Annual Letters to Policyholders from 1997-2011 from
3 CalPERS regarding their Inflation Protection benefits, certain Board Meeting Minutes, and
4 Letters to Policyholders pertaining to earlier premium increases, as well as marketing videos that
5 were prepared and issued by CalPERS from 1995 to 2004. The Court also viewed videotape
6 excerpts of the depositions of Ann Boynton, Eileen Tell, and Sandra Smoley.¹¹ In reviewing the
7 extrinsic evidence, the Court gave the most weight to the Long-Term Care Letters, the Rate
8 Sheets, and Ms. Smoley's testimony.

9
10 The Court gives considerable weight to the testimony of Ms. Smoley, who was the
11 Secretary of the California Health and Welfare Agency from 1993–1999, appointed by Governor
12 Pete Wilson. Ms. Smoley supervised 42,000 people in her high position in the California state
13 government reporting directly to the Governor, and she was designated as the honorary
14 Chairwoman for marketing the Long-Term Care Program for CalPERS to state employees. As
15 such, she necessarily dealt with responsible officials of CalPERS and was put out in front of the
16 State employees at the inception to try to generate enthusiasm in the program to increase sales of
17 the policies. Her testimony functions as a statement by CalPERS of what an objectively
18 reasonable insured's interpretation of the EOC would be based on her high government position
19 and presumed sophistication and her responsibilities specific to the marketing of the program to
20 potential enrollees.
21
22

23 Ms. Smoley came away with the impression that persisted for 20 years that rates would
24 not increase, and testified it was "very definitely" her understanding that "the plans with built in
25 annual benefit increases will cost more on a monthly basis initially but you lock in a rate now
26

27 ¹¹ The testimony of Richard Lodyga offered by CalPERS is excluded and not considered on the grounds such
28 testimony is not relevant and further is simply the subjective understanding of a single policyholder. Even if it had
been received it would not have changed the outcome given the force of the contrary evidence as applied to the
language chosen by CalPERS for its key contract documents.

1 that is designed to remain level over the life of the plan that won't rise simply with age.”
2 A Rate Sheet was also admitted into evidence. (Exh. 109-002/003; see also Exh. 115-025 to
3 115-026.) The Rate Sheet was explained in the offered testimony of Ann Boynton, the
4 designated Person Most Knowledgeable of CalPERS, and Eileen Tell, the designated Person
5 Most Knowledgeable of the Long Term Care Group, which is a vendor that was retained by
6 CalPERS to administer the Long-Term Care Plan. Both Ms. Boynton and Ms. Tell testified that
7 the Rate Sheet would have been included in the application kit. On the Rate Sheet, there is no
8 language pertaining to CalPERS reserving the right to increase premiums. This was also
9 confirmed by both Ms. Boynton and Ms. Tell in their testimony.
10

11 In order to evaluate whether the Inflation Protection clause was susceptible to another
12 reasonable interpretation, the Long-Term Care Letters are specifically referenced on the
13 application. According to the testimony of Ms. Boynton and Ms. Tell, the Long-Term Care
14 Letters were part of the Application Kit for enrollees. Ms. Tell testified that the Long-Term Care
15 Letters were the “educational piece of the Application Kit.” The Long-Term Care Letters
16 graphically demonstrated a flat line to illustrate that premiums will not increase if the Inflation
17 Protection was purchased; these exhibits are so important that they are attached hereto as Exhibit
18 A. (Exh. 115-006 (1995-96 enrollment); Exh. 23-006 (1997 enrollment); Exh. 187-015 (1998
19 enrollment); Exh. 240-20 (2000 enrollment); Exh. 34-058 (2001 enrollment); Exh. 960-008
20 (2004 enrollment)¹². In the Long-Term Care Letters, CalPERS consistently reiterated that
21 premium rates would not increase if an enrollee purchased Inflation Protection. (Exh. 115-004;
22 Exh. 5-003; Exh. 23-004 [“automatic inflation protection with rates that do not go up as your
23
24
25

26 ¹² The 1996 Long-Term Care Letter was admitted in evidence as Exh. 5-005 and 141-003, but it is not attached
27 because the “flat-line” in the original was in blue, and the black-and-white copies offered in evidence did not
28 manifest this blue line. Similarly, the attached exhibits were all offered as black-and-white whereas the originals
used contrasting color to show the flat Inflation Protection predicted premiums versus the sloping line for Benefit
Increase Option escalating premiums. Counsel will be asked to furnish substitute exhibits which truly match the
original sales material so the difference between the two lines is clearer to the readers of this Statement Of Decision.

1 benefits increase”]; Exh. 187-014 [“With this option, your premium is designed to remain level
2 and won’t increase even though your coverage amounts increase each year”]; Exh. 240-018;
3 Exh. 34-056 [“With this option, your premium is designed to remain constant and will not
4 increase even though your coverage amounts increase each year”]; Exh. 115-005-06 [“The plans
5 with ‘built-in’ annual benefit increases will cost more on a monthly basis initially, but you lock
6 in a rate now that is designed to remain level over the life of the plan and that won’t rise simply
7 with age]; Exh. 115-017; Exh. 5-006; Exh. 23-017 [“Built-in automatic 5% annual increases with
8 level premiums]; Exh. 187-011 [“automatic 5% compound inflation built in at a level cost”].)
9 This extrinsic evidence is all consistent with the plain meaning of the Inflation Protection clause
10 that premiums will not increase as a result of the Inflation Protection benefits.
11

12
13 Additionally, the Rate Sheets (Exh. 109-002 to 109-003; 115-025 to 115-026) were
14 included in the Application Kits according to Ms. Boynton and Ms. Tell. Although the Rate
15 Sheet differentiates between the cost of purchasing and not purchasing Inflation Protection, there
16 is no language on the Rate Sheet where CalPERS stated that it was reserving the right to increase
17 premiums.

18 This Court excluded the following evidence offered by Plaintiffs as not relevant: the EOC
19 of LTC4 (Exh. 96), the Sample Memorandum described by Ms. Smoley (Exh. 123),¹³ a
20 compilation of documents from the enrollment period in 1997 (Exh. 152), and a 2011 Question
21 and Answer guide for a Call Center (Exh. 1165). As to evidence offered by CalPERS, the Court
22 excluded policies issued by other insurers,¹⁴ including a MedAmerica Policy (Exh. 2308), and all
23 evidence related to the decision-making process leading to the 2013 85 percent rate increase,
24
25

26
27 ¹³ The Court has also excluded the memorandum based on CalPERS’s authenticity objection.

28 ¹⁴ The exhibits were identified on CalPERS’s Exhibit List as exhibits 2258, 2259, 2260, 2261, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, and 2319.

1 including the long-term care annual valuation reports. (Exh. 2191, 2192, 2194, 2196, 2197.)

2 The extrinsic evidence outlined above all supports and is consistent with an interpretation
3 under the plain meaning of the Inflation Protection clause that the EOC does not permit rate
4 increases that are as a result of increasing benefits owed to policyholders who purchased
5 Inflation Protection. Whether a given rate increase does or does not violate this contract
6 limitation in whole or in part is a fact question to be decided by a jury.
7

8 **E. Issue 3: Specific Controls Over General**

9 The last issue is whether the language of the Inflation Protection clause trumps the
10 Guaranteed Renewable clause. Based on the Court's interpretation, the Inflation Protection
11 clause carves an express exception to the general reserved rights stated in the Guaranteed
12 Renewable clause. In other words, CalPERS is prohibited from increasing premiums as a result
13 of the intrinsic characteristic of potential Inflation Protection benefits, which is that they increase
14 automatically each year the policy is in effect, even if it has a general right to increase premiums
15 for other reasons.
16

17 The Court agrees that the specific provision stated in the Inflation Protection clause
18 controls over the general provision of the Guaranteed Renewable clause. Civil Code § 3534
19 states, “[p]articular expressions qualify those that are general.” As stated in *Kashmiri v. Regents*
20 *of Univ. of California* (2007) 156 Cal.App.4th 809, 834, “under well-established principles of
21 contract interpretation, when a general and a particular provision are inconsistent, the particular
22 and specific provision is paramount to the general provision.” In other words, “[i]n construing
23 insurance contracts it is also settled that ‘a specific provision relating to a particular subject will
24 govern in respect to that subject, as against a general provision even though the latter, standing
25 alone, would be broad enough to include the subject to which the more specific provision
26 relates.’” (*Jane D. v. Ordinary Mutual* (1995) 32 Cal.App.4th 643, 651 [quoting *Southern*
27
28

1 *California Edison Co. v. Harbor Insurance Co.* (1978) 83 Cal.App.3d 747, 759].)

2 **F. Applying the Inflation Protection Clause: Causation and Damages**

3 The Court has determined that the terms of the EOC do not permit rate increases that are
4 as a result of increasing benefits owed to policyholders who purchased Inflation Protection. The
5 EOC provides no definition of the phrase “as a result of” as it is used in the Inflation Protection
6 clause. The use of the term “as a result of” means that the inherent annual escalation of the daily
7 maximum allowance for the Inflation Protection benefit could not, in and of itself, be “a factor”
8 in increasing premiums, even in the presence of other factors. CalPERS asserts that the 2013
9 premium increase was primarily, if not exclusively, driven by a reduction in the actuarial
10 assumptions for the rate of return on the plan’s reserves, and this actuarial assumption is
11 certainly not unique to escalating daily maximum inherent in the provision of Inflation
12 Protection benefits. Then again, faced with a revenue-shortfall problem that reached across all
13 risk pools, CalPERS on the recommendations of its actuaries selectively imposed the needed rate
14 increase on insureds with either Inflation Protection or Lifetime benefits. At a minimum (and as
15 previously found by Judge Jones in denying summary adjudication) this raises a triable issue of
16 material fact as to whether or not the disputed 2013 increase was imposed on this group of
17 insureds on account of the cost of providing Inflation Protection benefits.

18 The law is clear that “substantial factor” causation provides the proper standard. The
19 EOC says that premiums would not increase “as a result of” the Inflation Protection benefit.
20 This phrase is synonymous with “because of.” In *State of California v. Allstate Insurance Co.*
21 (2009) 45 Cal.4th 1008, 1035, the Court explained that substantial-factor causation applied to
22 insurance policies that promise indemnity for liabilities incurred by the insured “because of”
23 property damage.
24
25
26
27

28 As stated in *Bruckman v. Parliament Escrow* (1987) 190 Cal.App.3d 1051: “The [trial]

1 court looked to section 999 of 5 Corbin on Contracts (1964) which cites *Krauss v. Greenberg*
2 (3d Cir. 1943) 137 F.2d 569, 572 as applying the substantial factor test to a breach of contract.
3 Two other cases, *Nelson v. Lake Canal Co. of Colo.* (1981) 644 P.2d 55, 59 and *Reiman Assoc.,*
4 *Inc. v. R/A Advertising, Inc.* (1981) 102 Wis. 2d 305 [306 N.W.2d 292, 301] also apply Corbin's
5 adoption of this test. [¶] We find the authorities cited persuasive." (*Bruckman, supra*, 190
6 Cal.App.3d at 1063.)
7

8 Therefore, a premium-rate increase will be considered to be "as a result of" the Inflation
9 Protection benefits if the inherent annual escalation of the daily/monthly maximum benefit
10 amounts provided by the Inflation Protection benefit was the cause, in whole or in part, of the
11 disputed rate increase. The jury will be tasked with determining whether a breach occurred, and
12 whether that breach caused damages, based on the above-described principles. The drafting of a
13 Special Jury Instruction will occur later in the course of trial and/or trial preparation.
14

15 As to CalPERS's declaratory-relief Cross-Complaint, consistent with this Court's
16 interpretation of the EOC, this Court finds that CalPERS cannot increase premiums specifically
17 "as a result" of the increasing liabilities from the Inflation Protection benefit's annual increase in
18 the daily/monthly maximum allowable benefit, but the Court also finds that CalPERS can
19 implement across-the-board increases which include Inflation Protection insureds as long as the
20 reason for the increase is some matter of general applicability to all insureds; e.g., lower-than-
21 anticipated lapse rates of all insureds, longer than expected longevity of all insureds, longer
22 duration on claim by all categories of insureds, and/or a further change in the discount rate. To
23 that extent the Court grants the requested declaratory relief sought by CalPERS in its cross-
24 complaint.
25

26 **V. PHASE 2: STATUTE OF LIMITATIONS**
27

28 This Court issued a tentative ruling on June 8, 2019, and CalPERS submitted thereon.

1 This tentative ruling (which is set forth below with minor edits to remove provisions no longer
2 relevant) now becomes the order of the Court and part of this Statement of Decision:

3 CalPERS's Answer to the Corrected First Amended Complaint, filed on June 26, 2014
4 (and made applicable to the later-filed Second Amended Complaint per Stipulation and Order
5 filed on March 4, 2019), includes the Statute of Limitations as the First Separate and Additional
6 Defense. Plaintiffs and the certified Class are proceeding to trial on a breach of contract claim
7 only. As stated in the Answer, "Plaintiffs' second cause of action for breach of contract is barred
8 by the four year statute of limitations set forth in California Code of Civil Procedure § 337
9 because Plaintiffs experienced rate increases in 2003, 2007, 2010, 2011, 2012 and 2013"
10 Defendant is now invoking both the four-year statute in C.C.P. § 337 and a one-year limitations
11 set forth in Government Code § 911.2 even though no such affirmative defense is set forth in the
12 operative pleading.
13
14

15 At the urging of CalPERS and over Plaintiffs' objection, this Court severed this
16 affirmative defense and set it for jury trial to follow the resolution of the Phase 1 Court Trial on
17 contract interpretation issues. Exhibit Lists and Witness Lists for the Phase 2 jury trial have been
18 filed, and the Court has considered CalPERS's proposed Exhibits and Witnesses in conjunction
19 with the Declaration of Michael Proctor and Exhibits 1-24 thereto, filed on June 7, 2019, in
20 anticipation of the June 11 trial date to be its offer of proof on the statute-of-limitations
21 affirmative defense.
22

23 Under the authority of *Cottle v. Superior Court* (1992) 3 Cal.App.4th 1367, 1381 and
24 *Lockheed Corp. v. Continental Insurance Co.* (2005) 134 Cal.App.4th 187, 211–12 (disapproved
25 on other grounds in *State of California v. Allstate Insurance Co.* (2009) 45 Cal. 4th 1008, 1036),
26 a trial court managing a case deemed complex (as here) has inherent authority to conduct a
27 hearing in advance of trial to determine if the parties have made a *prima facie* showing on each
28

1 issue on which they have a burden of proof at trial. CalPERS has the burden of proof of an
2 affirmative defense, for which reason CalPERS has been authorized to go first if this bifurcated
3 defense is to be presented to a jury.
4

5 As correctly noted by Plaintiffs in their briefing in support of the “continuing accrual”
6 theory of when the limitations period on Plaintiffs’ and the certified Class’s claims accrued and
7 as explained more fully below, it is now obvious that any alleged prior breaches by CalPERS in
8 raising Long-Term Care Plan premiums for LTC1 and LTC2 enrollees (or a subset of all such
9 enrollees) in 2012 or in earlier years are irrelevant to the timeliness of the pending complaint
10 (filed in August 2013) for disputed rate increases first demanded to be paid (in terms of due date
11 of payment) in 2015. It is not legally possible for this Complaint to be untimely such that a
12 statute of limitations defense could work. For this reason, there is no relevant admissible
13 evidence which can be offered in support of this affirmative defense, and it would be a pure
14 waste of citizen time to put twelve jurors in the box to hear an Opening Statement such that a
15 Motion for Nonsuit under C.C.P. § 581c(a) could then be made. (*See Atkinson v. Elk Corp.*
16 (2003) 109 Cal.App.4th 739, 748–49, 757 [affirming dismissal of shingle purchaser’s Song-
17 Beverly Consumer Warranty Act claim on the Court’s own motion prior to opening statement
18 despite “irregular” procedure employed since plaintiff “would not have withstood a motion for
19 nonsuit after opening statement as to the Song-Beverly causes of action.”].)
20
21

22 When contracts call for multiple payments, e.g., a lease or insurance contract, California
23 case law is well settled that each such payment obligation gives rise to a separate cause of action
24 with its own limitations period. One consequence is that stale, prior breach events fall outside the
25 realm of recoverable damages since the earlier breaches each triggered a series of separate
26 limitations periods. See generally B. Witkin, CALIFORNIA PROCEDURE (5th ed.), “Actions” §
27 520:
28

1 (4) *Severable Contract*. When a contract is severable, the duty to perform
2 each part arises independently and the statute begins to run on the severable
3 obligations from the time the performance of each is due. (See *Lee v. De Forest*
4 (1937) 22 C.A.2d 351, 360, . . . [deficiency in monthly rental was recoverable
5 under terms of lease after lessor's lease to new tenant]; *Trigg v. Arnott* (1937) 22
6 C.A.2d 455, 459, . . . [installment note]; *Tillson v. Peters* (1940) 41 C.A.2d 671,
7 674, . . . [rent due under lease]; *Carrasco v. Greco Canning Co.* (1943) 58 C.A.2d
8 673, 675, . . . [monthly salary increase]; *Conway v. Bughouse* (1980) 105 C.A.3d
9 194, 200, . . . [buy-sell agreement with monthly payments for life]; *White v.*
10 *Moriarty* (1993) 15 C.A.4th 1290, 1299, . . . [promissory note]; 51 AmJur.2d
11 (2011 ed.), Limitation of Actions § 145.

12 In addition to the many authorities cited by Witkin's authoritative treatise, there are many
13 newer cases to the same effect. (See, e.g., *Tsemetzin v. Coast Federal Savings & Loan Ass'n*
14 (1997) 57 Cal.App.4th 1334, 1344 ["It is settled in California that periodic monthly rental
15 payments called for by a lease agreement create severable contractual obligations where the duty
16 to make each rental payment arises independently and the statute begins to run on such severable
17 obligations from the time performance of *each* is due."].) In the context of an Unfair
18 Competition Law claim arising from a contractual relationship, our Supreme Court approved and
19 applied the continuing accrual theory in *Aryeh v. Canon Business Solutions, Inc.* (2013) 55
20 Cal.4th 1185, 1200–01:

21 By its nature, the duty Canon owed—the duty not to impose unfair charges in
22 monthly bills—was a continuing one, susceptible to recurring breaches.
23 Accordingly, each alleged breach must be treated as triggering a new statute of
24 limitations. (*Hogar Dulce Hogar v. Community Development Commission*,
25 *supra*, 110 Cal.App.4th at p. 1295 ["When an obligation or liability arises on a
26 recurring basis, a cause of action accrues each time a wrongful act occurs,
27 triggering a new limitations period."]; see *Armstrong Petroleum Corp. v. Tri-*
28 *Valley Oil & Gas Co.*, *supra*, 116 Cal.App.4th at pp. 1388–1391 [treating each
disputed monthly bill as triggering a new statute of limitations]; *Tsemetzin v.*
Coast Federal Savings & Loan Assn., *supra*, 57 Cal.App.4th at p. 1344 [same].)
Aryeh cannot recover alleged excess charges preceding the four-year limitations
period, but is not foreclosed from seeking recovery for charges to the extent they
fall within that period. Because the complaint alleges excess charges within the
four years preceding suit, it is not completely barred by the statute of limitations.

 Here the disputed breach is not non-payment by the customer or promisor. Rather, it is
the alleged breach by CalPERS of the contractual promises allegedly made in the EOC regarding

1 when and if premium increases could be imposed on enrollees. At a minimum, each rate
2 increase was a severable contract event for accrual purposes whether or not one slices the claims
3 so finely that each monthly payment demand is itself a severable alleged contract violation.
4 Since the disputed 85 percent rate increase was first demanded (in terms of due date) in 2015—
5 AFTER this suit had been filed in August 2013—the only thing that could be said about the
6 timeliness of this suit is that it was arguably premature, which is not, however, a valid statute of
7 limitations defense.

9 None of CalPERS's arguments can overcome the brute force of the well-settled authority.
10 For example, *Jozovich v. Central California Berry Growers Ass'n* (1960) 183 Cal.App.2d 216,
11 cited by CalPERS and also cited by K. Banke and J. Segal, CALIFORNIA PRACTICE GUIDE: CIVIL
12 PROCEDURE BEFORE TRIAL, STATUTES OF LIMITATIONS ¶ 3:61 (a text cited in turn by CalPERS)
13 is a good example of a contract which was NOT divisible even though installment payments (i.e.,
14 progress payments) were involved. There the plaintiff machinery manufacturer promised to
15 build a “revolutionary” strawberry freezing machine in 1954 for defendant for \$21,454.09 with
16 plaintiff retaining patent rights. Defendant was to pay in two payments, and the legal question
17 was whether the payment obligations were severable. In holding that they were not since they
18 both related to the delivery of a machine which would work as promised (regrettably not what
19 happened), the Court there correctly held that the payment obligations were interrelated and
20 NOT divisible. That is entirely different from the question of whether one premium increase in
21 violation of a contract thereafter privileges the same party to commit future premium increase
22 breaches, particularly when the challenged increase is exponentially larger than the earlier
23 breaches. That this is a breach of contract claim against a government defendant, as compared to
24 a private party, does not change the analysis (even assuming the state can put Plaintiffs to the test
25 of making their own showing of timely compliance with Government Code § 911.2).

1 The portion cited by CalPERS from *Coe v. Farmers New World Life Insurance Co.*
2 (1989) 209 Cal.App.3d 600, 606, for the proposition that “Insurance contracts, on the other hand,
3 have generally been held to be indivisible” is factually inapposite. The question there was
4 whether a spouse/beneficiary could claim on a life insurance policy which was expressly
5 canceled by the insured when a renewal premium was otherwise due with the former insured
6 thereafter dying during what otherwise would have been a 30-day coverage-extension grace
7 period following non-payment. In holding that the express cancellation had legal effect such that
8 the grace period was inapplicable, the court was not analyzing anything remotely similar to the
9 question of sequential breaches, and the following complete quote from *Coe* shows the case has
10 no persuasive effect since the context is entirely different:
11

12
13 The sections in American Jurisprudence Second on cancellation of
14 insurance policies similarly do not mention new consideration. The requirement is
15 that “cancellation . . . be by the consent of the parties, express or implied from the
16 circumstances . . .” (43 Am.Jur.2d, Insurance, § 415, p. 483.) “Whether
17 cancellation by mutual agreement has been effected depends on the intention of
18 the parties as evidenced by their acts, conduct, and words, taken in connection
19 with the attendant circumstances. There must be a meeting of minds, or mutual
20 assent, to constitute a valid cancellation, and each party must act with knowledge
21 of the material facts.” (*Id.* at § 416, p. 484.)

22
23 Why is it that consideration is not required to support the new agreement
24 reflected by cancellation? Perhaps it derives from unique qualities inherent in the
25 insurance contract. Williston confirms that consideration is necessary in the
26 inception of the insurance contract (7 Williston, Contracts (3d ed. 1963) § 907,
27 pp. 308-309), but then elaborates on the special terms of the contract as follows:
28 “*What is the nature of the insured’s obligation to pay premiums under a policy of
life insurance? Can he be sued in debt for failure to pay his premiums as they fall
due? All courts agree that he cannot; he has nowhere in his application or policy
promised to pay premiums. What then is the nature of the insurance company’s
promise? Although there is respectable authority to the contrary, the great weight
of authority holds that a contract of insurance is a single, indivisible agreement of
the company for the agreed period of time, subject to defeasance or ‘lapse’ by
the occurrence of the condition subsequent—the insured’s refusal or failure
to pay a premium when due.*” (*Id.* at § 907, p. 311.)

The insurance contract, then, is a continuing obligation by the insurance
company to pay benefits, subject to the unilateral power of termination by the
insured. The insured is free to terminate by failing to make premium payments.

1 He is also free to terminate or “cancel” by any means provided in the policy or by
2 local statute or common law. Cases considering the insured’s unilateral and
unfettered power of termination emphasize this right.

3 (209 Cal.App.3d at 606-07 [emphasis added].)
4

5 The 119-year-old precedent in *McMaster v. New York Life Insurance Co.* (1901) 183
6 U.S. 25, cited by CalPERS, is another grace-period death case and equally inapposite to the
7 present issue. There the insured paid a one-year premium up front on a policy with a one-month
8 grace period (subject to an interest charge on the unpaid premium) if there was a failure to timely
9 pay a renewal premium. The actual squabble which the court had to resolve involved the
10 issuance date of the policy since some notes indicated that the insured and/or the local agent
11 wanted it back-dated to December 12, but the company in fact issued the policy at headquarters
12 on December 18. The carrier had denied the claim, claiming that December 12 of year two was
13 the premium due date, not December 18. The insured in fact died on January 18, i.e., the very
14 last day of the one-month grace period if the issuance date controlled (as stated expressly in the
15 written policy) since he had not, in fact, paid the renewal premium (but he had also not expressly
16 canceled the policy). The Supreme Court ruled for the beneficiary and against the carrier. The
17 full sentence shows that this case stands for nothing more than the proposition that the life
18 insurance contract would remain in effect “subject to forfeiture by failure to perform.” To be
19 clear, the complete sentence reads:
20
21

22 The contracts were not assurances for a single year, with the privilege of
renewal from year to year on payment of stipulated premiums, but were entire
23 contracts for life, **subject to forfeiture by failure to perform the condition**
24 **subsequent of payment as provided**; or to conversion in 1913 at the election of
the assured.

25 (*McMaster, supra*, 183 U.S. at 35 [emphasis added].)
26

27 The last citation for the legally erroneous assertion that “Insurance contracts, on the other
28 hand, have generally been held to be indivisible” is merely to an unpublished decision of a

1 United States District Court in North Carolina and does not merit any further comment.

2 The Court now adopts its tentative ruling and strikes CalPERS's First Affirmative
3 Defense based on the statute of limitations and finds for Plaintiffs and against CalPERS as a
4 matter of law as to CalPERS's First Affirmative Defense.
5

6 **VI. CONCLUSION**

7 The Court rules for Plaintiffs on the interpretation of the Inflation Protection clauses in
8 the EOC and for CalPERS on the premium-adjustments permitted by the Guaranteed Renewable
9 clauses (subject, however, to the override of the Inflation Protection promise where the two
10 terms appear to conflict). The Court agrees with CalPERS on the Cross-Claim for Declaratory
11 Relief that CalPERS can subject insureds with Inflation Protection benefits to future rate
12 increases (and retroactive rate increases which are less than the disputed 85 percent increase
13 actually imposed) insofar as CalPERS can persuade the fact-finder (now or in future litigation)
14 that such rate increases are driven by cost factors other than the inherent escalation of
15 daily/monthly limits for Inflation Protection benefits over time (e.g., changes in the discount rate
16 assumed, in the mortality assumptions, in the lapse rate, or in the assumed take rates for benefit
17 eligibility) as long as those increases are spread over the entire risk pool and not selectively
18 imposed to a greater-than-average degree on the Inflation Protection insureds. The fact-finder
19 will have to decide the extent to which a challenged increase selectively applied is or is not
20 acceptable.
21
22

23 Dated: July 27, 2020

24 

25 Hon. William F. Highberger
26 Judge of the Superior Court
27
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Exhibits to Statement of Decision
(Excerpts from Long-Term Care Letters
re Inflation Protection Pricing)

you lock in a rate now that is designed to remain level over the life of the plan and that won't rise simply with age. In the long run, automatic inflation protection is both more predictable and probably more cost effective. You get guaranteed annual increases of 5 percent in both the benefits and coverage of your plan. And, the 5 percent annual increases in coverage continue even if you begin to receive long-term care—when you need the protection the most.

Periodic Upgrades

Your second option is to "upgrade" your coverage on a regular basis to keep benefits up with the rising cost of care. Under this option, PERS will offer you an opportunity every three years to purchase additional coverage at an additional premium. As long as you regularly take advantage of each opportunity offered to upgrade your coverage, and you are not already receiving benefits under the plan, you will not have to undergo any medical exams to be eligible to increase your coverage.

The cost of each upgrade will be based on your age at the time you elect to increase your coverage. Because rates for older individuals are significantly higher and you will be older when each upgrade is offered, each upgrade you accept will result in higher additional premium payments. The advantage of the periodic upgrade option is that your monthly cost for your plan will be much lower initially than if you had chosen to build in inflation protection. However, in the long run you could end up paying quite a bit more to protect your benefits against inflation because of the additional premium payments required to purchase each upgrade.

This option also provides less complete protection against spiraling costs in the long run because you will not be eligible to increase your coverage once you begin to receive benefits. Therefore, the periodic upgrade option is designed for people who are prepared to pay out-of-pocket to supplement the plan benefits if they need care for a long period of time, since coverage cannot be increased once benefits begin. So, this option is only suitable for people who expect to have increasing income or assets or reduced



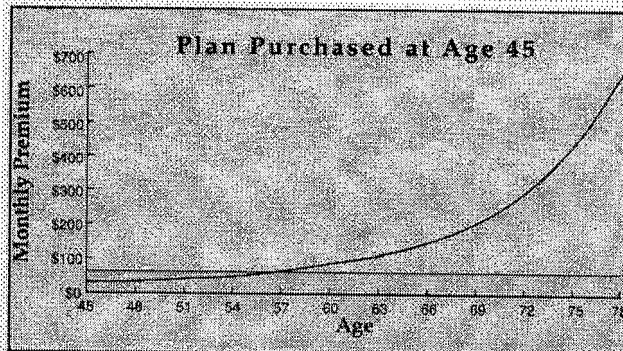
John Jones, Senior Transportation Planner, California Department of Transportation, PERS member.

"I've been amazed to see how the rates have increased in just three years. My mom was paying \$82 a day three years ago and the rates are now up to \$100 a day—15 percent is a phenomenal increase as far as I'm concerned. If you need care 15 years from now and the prices have doubled, you'll end up taking money out of your own pockets."

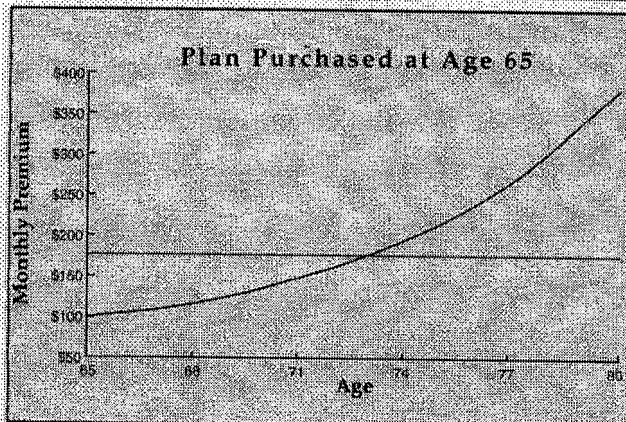
financial obligations in the future. Please refer to page 15 for a summary of the inflation protection options.

The graphs below illustrate how monthly premiums for plans purchased at age 45 or 65 will differ over time for the periodic upgrade option (black line) vs. the automatic inflation protection option (blue line). The monthly premiums for the periodic upgrades rise over time (as each offer is accepted) while premiums for plans with automatic compound inflation protection are designed to remain level.

Periodic Upgrade vs. Automatic Inflation Protection



The charts are for illustration only. Premiums for periodic upgrades depend upon the amount of additional coverage offered, the rates in effect at the time of the upgrade offer, and the number of upgrade offers accepted. The monthly premiums shown are for the PERS Comprehensive Lifetime coverage plan. These premiums assume periodic upgrades in coverage will be offered and accepted every three years, the coverage increases will be equivalent to 5 percent compounded annually, the premium increases will be based on current rates, and benefits do not begin until age 80.



1995-96 Long Term Care Letter

coverage increases you need to keep pace with inflation. But in the long run, automatic inflation protection is both more predictable and probably more cost effective. You get guaranteed annual increases of 5 percent in both the benefits and coverage of your plan. And, the 5 percent annual increases in coverage continue even if you begin to receive long-term care—when you need the protection the most.

Periodic Upgrades

Your second option is to “upgrade” your coverage on a regular basis to keep benefits up with the rising cost of care. Under this option, every three years CalPERS will offer you an opportunity to purchase additional coverage at an additional premium. As long as you regularly take advantage of each opportunity to upgrade your coverage, and you are not already receiving benefits under the plan, you will not have to undergo any medical exams to be eligible to increase your coverage.

The cost of each upgrade will be based on your age at the time you elect to increase your coverage. Because rates for older individuals are significantly higher and you will be older when each upgrade is offered, each upgrade you accept will result in higher additional premium payments. The advantage of the periodic upgrade option is that your monthly cost for your plan will be much lower initially than if you had chosen to build in inflation protection. However, in the long run you could end up paying quite a bit more to protect your benefits against inflation because of the additional premium payments required to purchase each upgrade.

This option also provides less complete protection against spiraling costs in the long run because you will not be eligible to increase your coverage once you begin to receive benefits. Therefore, the periodic upgrade option is designed for people who are prepared to pay out-of-pocket to supplement the plan benefits if they need care for a long period of time, since coverage cannot be increased once benefits begin. So, this option is only suitable for people who expect to have increasing income or assets or reduced



Rebecca Thomas,
program enrollee

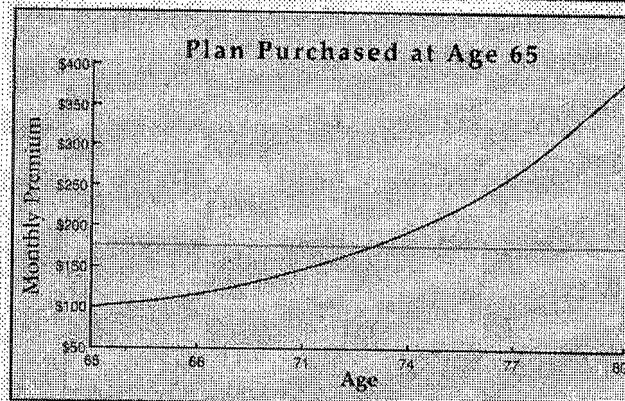
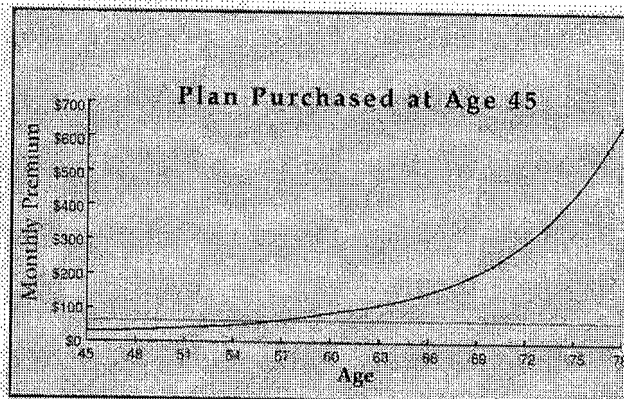
“I’ve got the automatic inflation protection and I’ll continue to pay the low premium and my benefits will grow through the years.”

“I’m young enough that it was very inexpensive, and now I just don’t have to worry about it.”

financial obligations in the future. Please refer to page 6 for a summary of the inflation protection options.

The graphs below illustrate how monthly premiums for plans purchased at age 45 or 65 will differ over time for the periodic upgrade option (black line) vs. the automatic inflation protection option (blue line). The monthly premiums for the periodic upgrades rise over time (as each offer is accepted) while premiums for plans with automatic compound inflation are designed to remain level.

Periodic Upgrade vs. Automatic Inflation Protection



The charts are for illustration only. Premiums for periodic upgrades depend upon the amount of additional coverage offered, the rates in effect at the time of the upgrade offer, and the number of upgrade offers accepted. The monthly premiums shown are for the Comprehensive Lifetime coverage plan. These premiums assume periodic upgrades in coverage will be offered and accepted every three years, the coverage increases will be equivalent to 5 percent compounded annually, the premium increases will be based on current rates, and assumes benefits are not needed until age 80.

Periodic upgrades.

Your second option is to "upgrade" your coverage on a periodic basis to keep benefits in step with the rising cost of care. Under this option, every three years CalPERS will offer you an opportunity to purchase additional coverage for an increased premium. As long as you regularly take advantage of each opportunity to upgrade your coverage and you are not already receiving benefits under the plan, you will not have to undergo any medical exams to be eligible to increase your coverage. These increases are voluntary; you can accept or refuse them, but once you have refused two offers, no further increase offers are made.

The cost of each upgrade will be based on your age at the time you elect to increase your coverage. Because rates for older individuals are significantly higher and you will be older when each upgrade is offered, each upgrade you accept will result in an additional premium payment.

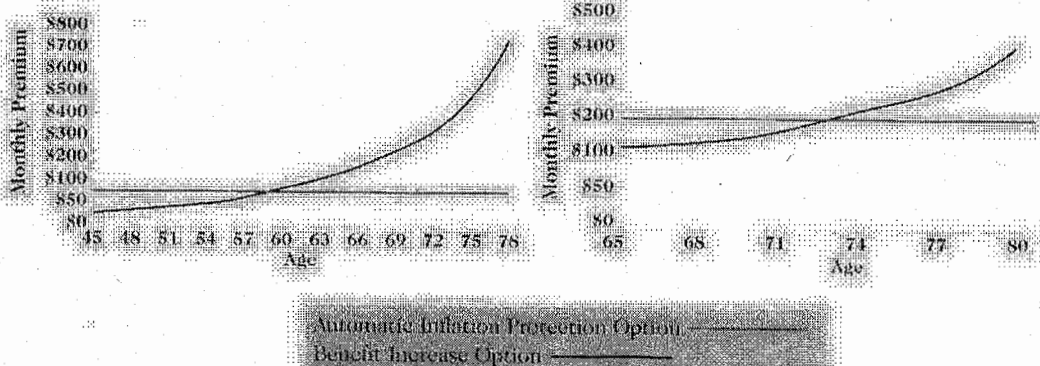
The advantage of the periodic upgrade option is that the monthly premium for the plan you choose will be much lower initially than if you had chosen built-in inflation protection. *However, in the long run you could end up paying quite a bit more to protect your benefits against inflation because of the additional premium payments required to purchase each upgrade.* Also, keep in mind that the periodic upgrade option provides less complete protection against spiraling costs in the long run because you won't be eligible to increase your coverage once you start to receive benefits. Therefore, the periodic upgrade option is designed for people who are prepared to pay out-of-pocket to supplement the plan benefits if they need care for a long period of time, since coverage cannot be increased once benefits begin. So, this option is only suitable for people who expect to have increasing income or assets or reduced financial obligations in the future.

The graphs below illustrate how monthly premiums for plans purchased at age 45 or 65 will differ over time for the Periodic Upgrade Option (black line) vs. the Automatic Inflation Protection Option (blue line). The monthly premiums for the periodic upgrades rise over time (as each offer is accepted), while premiums for plans with automatic compound inflation are designed to remain level.

Monthly Premiums* Benefit Increase Option vs. Automatic Inflation Protection

Plan Purchased at Age 45

Plan Purchased at Age 65



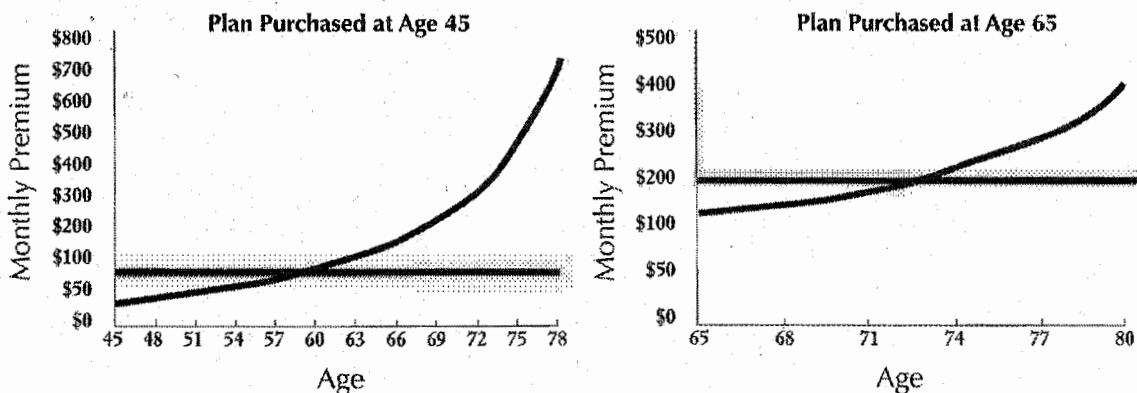
* The charts are for illustration only. Premiums for periodic upgrades depend upon the amount of additional coverage offered, the rates in effect at the time of the upgrade offer, and the number of upgrade offers accepted. The monthly premiums shown are for the Comprehensive Lifetime coverage plan. These premiums assume periodic upgrades in coverage will be offered and accepted every three years, the coverage increases will be equivalent to 5 percent compounded annually, the premium increases will be based on current rates, and assume benefits are not needed until age 80.

Periodic Benefit Increase Option. (continued)

Also, keep in mind that the Periodic Benefit Increase Option provides less complete protection against spiraling costs in the long run because you will not be eligible to increase your coverage once you start to receive benefits. This option is designed for people who are prepared to pay out-of-pocket to supplement the plan benefits if they need care for a long period of time, since coverage cannot be increased once benefits begin. This option is only suitable for those who expect to have increased income or assets or reduced financial obligations in the future.

The graphs below illustrate how monthly premiums for plans purchased at age 45 or 65 will differ over time for the Periodic Benefit Increase Option (black line) vs. the Built-In Inflation Protection (green line). The monthly premiums for the periodic upgrades rise over time (as each offer is accepted), while premiums for plans with built-in inflation protection are designed to remain constant.

Monthly Premiums*
Periodic Benefit Increase Option vs. Built-In Inflation Protection



Built-In Inflation Protection —————
Periodic Benefit Increase Option —————

How To Choose Inflation Protection		
	<u>Built-In Inflation Protection</u>	<u>Periodic Benefit Increase Option</u>
How much will coverage increase?	5% per year compounded	The amount care costs have increased since the previous upgrade offer
How often will coverage increase?	Yearly, automatic increases	Every three years, if you accept each optional upgrade offer
Do increases continue while receiving benefits?	Yes	No
Do premiums increase as coverage increases?	No	Yes
When will coverage increases end?	Continue for the life of your coverage	While you are receiving benefits, or after you decline two upgrade offers

*The charts are for illustration only. Premiums for periodic upgrades depend upon the amount of additional coverage offered, the rates in effect at the time of the upgrade offer, and the number of upgrade offers accepted. The monthly premiums shown are for the Comprehensive Plan, Lindyga 000272.

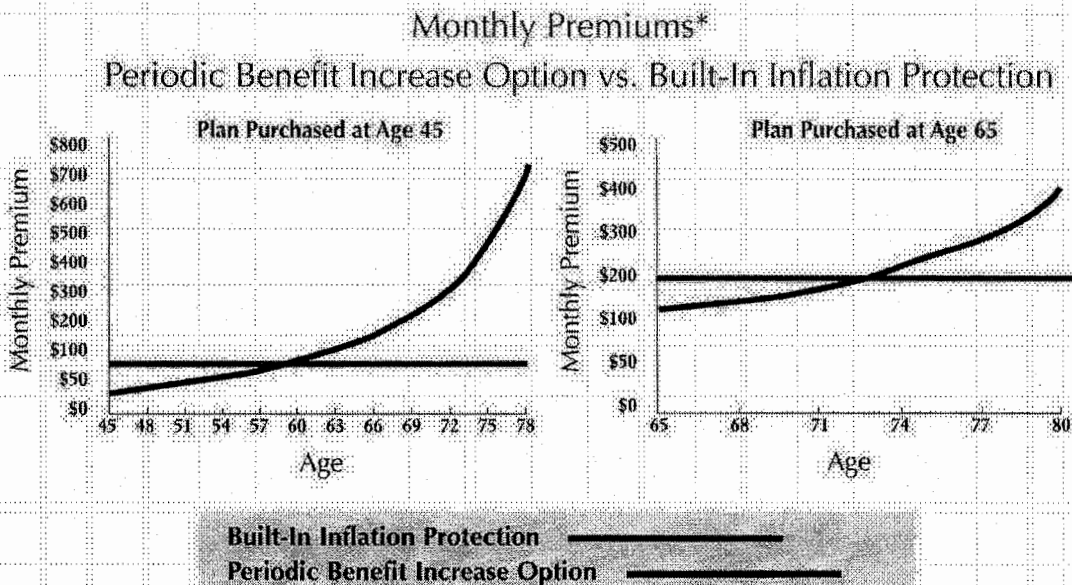
2000 CalPERS
 Promotional Booklet

EX 240-020

Periodic Benefit Increase Option. (continued)

Also, keep in mind that the Periodic Benefit Increase Option provides less complete protection against spiraling costs in the long run because you will not be eligible to increase your coverage once you start to receive benefits. This option is designed for people who are prepared to pay out-of-pocket to supplement the plan benefits if they need care for a long period of time, since coverage cannot be increased once benefits begin. This option is only suitable for those who expect to have increased income or assets or reduced financial obligations in the future.

The graphs below illustrate how monthly premiums for plans purchased at age 45 or 65 will differ over time for the Periodic Benefit Increase Option (black line) vs. the Built-In Inflation Protection (green line). The monthly premiums for the periodic upgrades rise over time (as each offer is accepted), while premiums for plans with built-in inflation protection are designed to remain constant.



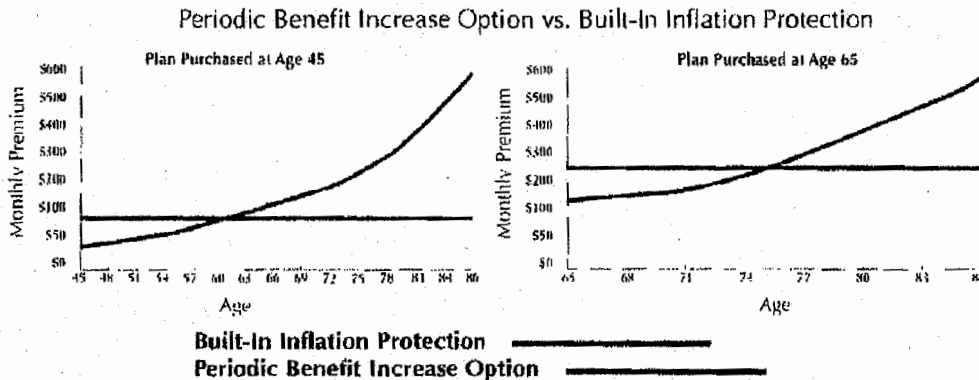
How To Choose Inflation Protection		
	Built-In Inflation Protection	Periodic Benefit Increase Option
How much will coverage increase?	5% per year compounded	The amount care costs have increased since the previous upgrade offer
How often will coverage increase?	Yearly, automatic increases	Every three years, if you accept each optional upgrade offer
Do increases continue while receiving benefits?	Yes	No
Do premiums increase as coverage increases?	No	Yes
When will coverage increases end?	Continue for the life of your coverage	While you are receiving benefits, or after you decline two upgrade offers

*The charts are for illustration only. Premiums for periodic upgrades depend upon the amount of additional coverage offered, the rates in effect at the time of the upgrade offer, and the number of upgrade offers accepted. The monthly premiums shown are for the Comprehensive Plan, Lifetime Coverage (Option 130). These premiums assume periodic upgrades in coverage will be offered and accepted every three years, the coverage increases will be equivalent to five percent (5%) compounded annually, the premium increases will be based on current rates, and assume benefits are not needed until age 80.

Comparing Inflation Protection Choices

The graphs below illustrate how monthly premiums for plans purchased at age 45 or 65 will differ over time for the BIO (black line) compared with the Built-In Inflation Protection (green line). The monthly premiums for the BIO rise over time, as each offer is accepted, while premiums for plans with Built-In Inflation Protection are designed to remain the same. **Please see the Special Note on Premiums and Inflation Protection at the bottom of page 6.**

Monthly Premiums*



*The charts are for illustration only. Premiums for periodic upgrades depend upon the amount of additional coverage offered, the rates in effect at the time of the upgrade offer, and the number of upgrade offers accepted. The monthly premiums shown are for the Comprehensive Plan, Lifetime Coverage and a DBA of \$1.00. These premiums assume periodic upgrades in coverage will be offered and accepted every three years, the coverage increases will be equivalent to five percent (5%) compounded annually, the premium increases will be based on current rates, and assume benefits are not needed until age 86.

How To Choose Inflation Protection		
	<u>Built-In Inflation Protection</u>	<u>Benefit Increase Option</u>
How much will coverage increase?	5% per year compounded	The amount care costs have increased since the previous upgrade offer
How often will coverage increase?	Yearly, automatic increases	Every three years, if you accept each optional upgrade offer
Do increases continue while receiving benefits?	Yes	No
Do premiums increase as coverage increases?	No	Yes

MARK YOUR SELECTION FOR INFLATION PROTECTION ON THE WORKSHEET FOR STEP 4. If you have selected the Partnership Plan in Step 1, Built-In Inflation Protection is already included in Step 4.

This brochure provides only a summary of the benefits, coverage terms, limitations and other requirements. The enclosed Outline of Coverage booklet provides definitions and details of the plans and their features and limitations.

The brochure in no way changes or affects the coverage as issued. In the event of any discrepancy between this brochure and the Evidence of Coverage (EOC), the terms of the EOC apply.

2004 Choosing The Right Plan Brochure

EXHIBIT 9

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17 SUPERIOR COURT FOR THE STATE OF CALIFORNIA
18 COUNTY OF LOS ANGELES

19 HOLLY WEDDING, et al.,
20 Plaintiffs,

21 vs.

22 CALIFORNIA PUBLIC EMPLOYEES'
23 RETIREMENT SYSTEM, et al.,
24 Defendants.

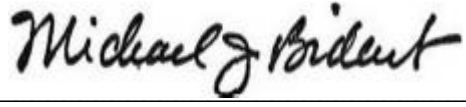
LEAD CASE NO. BC 517444
JCCP CASE NO. 4936

**NOTICE OF RULING ON PLAINTIFFS'
MOTION FOR LEAVE TO FILE
THIRD AMENDED COMPLAINT**

1 Date: July 10, 2020

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KERSHAW, COOK & TALLEY PC
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BENTLEY & MORE, LLP

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By: 

Michael J. Bidart
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EXHIBIT 10

July 23, 2020

Original

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 FOR THE COUNTY OF LOS ANGELES

3 DEPARTMENT SSC 10

HON. WILLIAM F. HIGHBERGER, JUDGE

4
5 ELMA SANCHEZ, et al.,)

6 Plaintiffs,)

7 vs.)

8 CA PUBLIC EMPLOYEES RETIREMENT)
9 SYSTEM,)

10 Defendant.)
_____)

SUPERIOR COURT
CASE NO. BC 517444

11
12 REPORTER'S TRANSCRIPT OF PROCEEDINGS

13 Thursday, July 23, 2020

14 APPEARANCES OF COUNSEL: (All counsel appearing remotely.)

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24 (Appearances continued on next page.)

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26 JOB NO. 159710

27 DAVID A. SALYER, CSR, RMR, CRR

Official Pro Tem Court Reporter

28 License No. 4410

July 23, 2020

Original

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INDEX FOR THURSDAY, JULY 23, 2020

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1

1 CASE NUMBER: BC 517444
2 CASE NAME: SANCHEZ V. CALPERS
3 LOS ANGELES, CALIFORNIA THURSDAY, JULY 23, 2020
4 DEPARTMENT SSC 10 WILLIAM HIGHBERGER, JUDGE
5 REPORTER: DAVID A. SALYER, CSR 4410
6 TIME: 9:03 A.M.

7 -o0o-

8 (All counsel appearing remotely.)

9 THE COURT: Okay. So we're on the record in BC 517444.
10 And as a sound check and for the reporter's benefit on the
11 plaintiff's side, probably best if I call you out by name.

12 Ms. Nelson, your appearance?

13 MS. NELSON: Yes, your Honor. Gretchen Nelson on
14 behalf of the plaintiffs.

15 THE COURT: One moment.

16 Okay, try it again. I didn't hear your voice. I know
17 the problem. I've unmuted my speaker.

18 Talk again.

19 MS. NELSON: Okay. Gretchen Nelson on of behalf
20 plaintiffs.

21 THE COURT: Problem solved.

22 Mr. Bidart?

23 MS. NELSON: Your Honor, we're not sure if Mr. Bidart
24 is on. If he is, he may be on his cellphone.

25 THE COURT: Fair enough.

26 We show a registration attempting to be here which is
27 why he's up on our screen as a black square with his name
28 associated.

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1 At the moment, obviously, he's not joining us.

2 Attorney Barenfeld?

3 MR. BARENFIELD: Gabriel Barenfeld on behalf of the
4 plaintiffs.

5 THE COURT: Attorney Clemow, you have yourself muted.

6 MS. CLEMOW: Good morning, your Honor. Gina Clemow on
7 behalf of the Aldrich plaintiffs.

8 THE COURT: Attorney Schuetze?

9 MR. SCHUETZE: Steve Schuetze on behalf of the
10 plaintiffs.

11 And Mr. Bidart indicated to me that he is having some
12 travel difficulties, so he may or may not be on. I'm from his
13 office.

14 THE COURT: No problem.

15 And on the defense side, Ms. Durie?

16 MS. DURIE: Good morning, your Honor. Daralyn Durie
17 for CALPERS.

18 Mr. Proctor is supposed to be here. He indicated he
19 believed he is on, but I am not sure.

20 THE COURT: Can we proceed in his absence? We have to
21 try to get him effectively registered.

22 MS. DURIE: Yes, he did a have a registration. I'm
23 prepared to -- he was going to be addressing the issue
24 regarding the status conference that the parties submitted.
25 I'm hopeful that we will able to get him on before we commence
26 that part.

27 THE COURT: Okay. Anybody else need to have an
28 appearance noted? I don't see any other names.

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3

1 Okay. A couple of questions and comments from myself.

2 First, by reference to the -- at page 10 and 11.

3 After noting certain things were not received in
4 evidence at the top of the same page, it goes on and describes
5 certain exhibits that provide information about the nature of
6 the 2003 premium increase, the 2007 premium increase and the
7 2010 premium increase.

8 Were the referenced exhibits in evidence or were they
9 similar to the things discussed at the top of page 4?

10 MS. DURIE: Your Honor, it seems like you're referring
11 to -- the memorandum pertaining to the issues raised -- and
12 the trial exhibits that are there.

13 I believe those are exhibits that are in evidence. I
14 can confirm that, but I believe that --

15 THE COURT: Candidly, this is a brief -- oh, yes. This
16 is a brief that your office submitted. So you believe those
17 were in evidence.

18 Does anybody on the plaintiffs' side disagree that the
19 information about these three historic rate increases that are
20 part of the back story is in evidence at this time?

21 MS. NELSON: Your Honor, I would defer to Mr. Schuetze
22 who has been handling the trial exhibit issues.

23 I did not go back to confirm whether those actually
24 were admitted. I would certainly assume that Ms. Durie, if
25 she is representing that to the Court, is accurate.

26 MS. DURIE: And I wanted to confirm that I haven't gone
27 back -- I believe they are in evidence, but --

28 THE REPORTER: I'm sorry, your Honor. I want to make

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1 you all aware I'm having tremendous difficulty hearing,
2 particularly Ms. Durie. I'm missing 20 or 30 percent of what
3 she's saying.

4 THE COURT: Ms. Durie, in my chambers hearing your
5 voice has been difficult.

6 I recommend that you be slower, articulate and if you
7 have an alternative microphone to use, the one you are using
8 now is not optimal.

9 MS. DURIE: I'm afraid that I do not have an
10 alternative microphone, but I will endeavor to do my best to
11 articulate more clearly.

12 THE COURT: Thank you.

13 MR. PROCTOR: Your Honor, let me just apologize.

14 THE COURT: Hello, Mr. Proctor.

15 You, likewise, are breaking up more than a little bit.
16 When you need to say something important, be slow and
17 forceful.

18 MR. PROCTOR: Thank you, your Honor.

19 THE COURT: Mr. Schuetze, do you know anything about
20 the exhibit question?

21 MR. SCHUETZE: Yes, I do.

22 I'm looking at the transcript from the hearing, and I
23 do not see that those exhibits were referenced as admitted
24 during the trial.

25 THE COURT: Okay. One thing I'm going to ask is that
26 with reasonable dispatch, which I'd like to think would be
27 close of business this coming Monday, July 27, that the
28 parties submit a stipulation about which exhibits are in

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5

1 evidence at the end of the trial and which exhibits were
2 marked but not received in evidence as a separate category.

3 If you need more time, I'll cooperate. But for
4 clarity, I think we need that.

5 Who should Mr. Schuetze consult with on the defense
6 side?

7 MS. DURIE: Aaron Benmark.

8 THE COURT: Does that seem reasonable or is that too
9 soon, Mr. Schuetze?

10 MR. SCHUETZE: No. That's fine. I can handle that.

11 All that's contained within the transcript anyway, so
12 we can just compare the pages of the transcript and get a
13 master list for the Court.

14 THE COURT: That will, then, give me greater clarity as
15 to whether these several items referenced in the defense brief
16 are or are not in evidence.

17 I'm not proposing that you go back and revisit
18 evidentiary rulings made during the trial this long removed.

19 Let me go on and make some other preliminary comments
20 before I invite argument.

21 Based on reading your recent briefs, I do tend to agree
22 with the defendants' theory why it would be inappropriate for
23 contract analysis purposes to rely upon cases interpreting
24 exclusions in insurance policies, referencing the Palp case
25 and the MacKinnon case.

26 Secondly, with reference in the defense brief to
27 circumstances that exist sometimes -- this is at page 9 of the
28 defense brief where the parties have relatively similar

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6

1 argument strength such that the contra proferentem principle
2 does not apply.

3 I would not, under any stretch of the imagination,
4 believe that the offer of long-term care insurance by CALPERS
5 to the respective -- was a situation where the parties were in
6 a position of equal bargaining strength.

7 Next, if there are any cases in the realm of insurance
8 contract interpretation rather than ERISA, particularly
9 non-insured ERISA claims, excluding reference to non-insured
10 ERISA claims, but instead talking about insurance that
11 attempts to provide any meaning to the phrase "self-funded," I
12 would hope they'd been cited by now.

13 I guess in your argument I failed to find anything --
14 but that's my understanding. I have been cited zero cases
15 that try to interpret the phrase "self-funded" when it's used
16 in the context of an insurance contract.

17 Likewise, I don't think I've been cited to any statutes
18 in the realm of insurance and more generally in the realm of
19 contract interpretation.

20 And I don't believe I've been cited to any cases
21 otherwise known as the common law interpreting insurance
22 contracts when the contracting party happens to be a mutual
23 insurance company or an inter-insurance exchange where the
24 economic uniqueness of a mutual insurance company and/or an
25 inter-insurance exchange is part of the analysis as compared
26 to what might be seen as an historic default provision that
27 insurance often times was -- by a shareholder owned insurance
28 company that was contracting --

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1 I'm just trying confirm that we don't have anything on
2 point that has taken the time to say, oh, wait a minute, these
3 people with Farmers' Liability Insurance are in a pool
4 situation or these people who bought their malpractice
5 insurance from a mutual insurance company are in a different
6 situation than somebody who bought their insurance from, say,
7 The Travelers or there was a for-profit shareholder owned
8 business relationship.

9 And I say this because I infer that the statutes and
10 the case law have not seen fit in the realm of insurance to
11 treat businesses that have the unique economic circumstance of
12 a mutual or inter-insurance exchange differently just because
13 of those attributes.

14 The following is a rhetorical question which probably
15 will be addressed by the plaintiffs eventually. In the
16 plaintiffs' supplemental brief at page 4, they are arguing
17 that the plan before me, the contract before me should not be
18 seen as a matter covered by ERISA.

19 There is reference to what is otherwise described as a
20 safe harbor pursuant --

21 THE REPORTER: I'm sorry, your Honor. This is David
22 again. I just wanted to make you aware I'm having a lot of
23 difficulty hearing you.

24 (Court and reporter confer.)

25 THE CLERK: Your Honor, you are breaking up. We don't
26 know if it's the microphone you're using.

27 (Court and counsel confer regarding sound.)

28 THE COURT: I'll just come out.

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1 MR. PROCTOR: I'm also having problems hearing.

2 THE COURT: I'll come into the courtroom with my mask
3 on.

4 (Pause in proceedings.)

5 THE COURT: So I was referring to the plaintiffs' brief
6 at page 4 where there was reference to the safe harbor
7 regulations.

8 What I found notable was that one of the requirements
9 of the cited regulations was quote "no contributions are made
10 by an employer or employee organization." Then it goes on
11 with the three other elements.

12 And the plaintiffs say that they definitely fall within
13 the safe harbor regulation. But is that some kind of implicit
14 concession that the employer has no theoretical obligation to
15 make a contribution to make up for a shortfall, which is an
16 argument I think the defendants would make more readily than
17 the plaintiffs?

18 But that's a question to be addressed in oral argument.
19 Don't respond just now, but bear that in mind since the
20 defendant wants me to leverage a lot off of the legislative
21 intent that the program be self funded which would have been
22 better if the original documentation and the original
23 actuarial was better than it is in actual fact.

24 Staying with the statement of decision, I found the
25 defendants' July 10th version of a discussion of the
26 guaranteed renewable clause to have more than a little
27 persuasive force and effect, not in its entirety but in enough
28 aspects that it very much is the more persuasive of the two

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1 submissions, in my view, at the moment.

2 In particular, I think footnote 4 at page 10 seems to
3 correctly support the conclusion that there is no reason to
4 take judicial notice that somehow LTC-1 was out there in the
5 marketplace in contradistinction to long-term care insurance
6 sold by other clients of the long-term care group on
7 alternative forms of boilerplate.

8 And if I don't start with that premise, the balance of
9 the argument made by the defendants at page 10 and 11 to me
10 seems quite persuasive.

11 So my toughest question for the plaintiffs in many ways
12 is remind me of where it was and how it was that Judge Ann
13 Jones provided us an analysis of what she took to be the
14 meaning of "same form of coverage" and how, if at all, she
15 thereafter gave "same form of coverage" separate and
16 independent meaning apart from the separate phrase in the same
17 paragraph that referred to "similar coverage" which, in
18 theory, is deserving of a meaning as something other than
19 "same form of coverage" or else the inclusion of two separate
20 terms in the same paragraph. Indeed, I think the same
21 sentence seems to deny one of the two some kind of purpose and
22 meaning.

23 Because if I accept the defendants' argument that "same
24 form of coverage" should be seen as the basic shopping choice
25 as between the partnership plan versus the nursing
26 home/assisted living plan versus the comprehensive plan, once
27 that shopping choice is essentially put onto the phrase "same
28 form of coverage," then the phrase "similar coverage" which is

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10

1 provided in the same sentence -- welcome, Mr. Benmark -- is
2 needing of its own interpretation.

3 What follows in the defendants' proposed statement of
4 decision begins to make a lot of sense.

5 So one or two other points.

6 I do note that objection has been made by the defendant
7 to the plaintiffs' notice of ruling in regard to the ruling on
8 the motion to amend, with the defendant believing that the
9 grant of the motion to amend did not necessarily determine
10 whether the State of California acting through the agency of
11 which the California Public Employees Retirement System as a
12 unit was potentially obligated for any valid breach of
13 contract claim that can arise out of the administration of the
14 disputed long-term care plan.

15 Given how the issue was framed before the ruling on the
16 motion to amend was made, given that it also overlapped at a
17 conceptual level with the significance or insignificance of
18 the testimony of Sandra Smolley who did not work directly in
19 the relevant agency of which the California Public Employees'
20 Retirement System is a unit, but given also that Ms. Smolley
21 was a direct report to the governor of the State of California
22 at the time, the Court's continuing determination that her
23 statements are germane to interpreting the meaning of the
24 contract then being marketed to prospective enrollees by the
25 California Public Employees' Retirement System all necessarily
26 involve analysis of the legal question which was reflected in
27 the plaintiffs' notice of ruling.

28 So at the moment I'm not inclined to find any error to

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1 the plaintiffs' notice of ruling.

2 I don't recollect in my career as a judge having been
3 asked to formally adjudicate whose notice of ruling is more
4 correct, but insofar as there's been an objection to the
5 notice of ruling, that's my current view as to why I think the
6 plaintiffs had it more correctly than the defendants.

7 The determination that the state is at risk on this is
8 a matter of profound importance. But insofar as the state
9 doesn't want to hear bad news, perhaps they need to hear it
10 early and often.

11 So I guess in the ordinary course of things plaintiffs
12 get to go first and last.

13 Any objection to that, Mr. Durie?

14 MS. DURIE: I certainly have no objection to the
15 plaintiff going first.

16 Contract interpretation -- necessary to make --

17 THE COURT: Bear with me.

18 Ms. Durie, Ms. Durie, slower and articulate.

19 MS. DURIE: Thank you, your Honor.

20 I have no objection to plaintiffs going first.

21 THE COURT: Okay. And you may get a surreply after
22 they speak after you, and you speak after them until we run
23 out of steam.

24 Who wants to speak on behalf of the plaintiffs in
25 response to some of my direct questions and whatever else you
26 want to say? Because it is important for you to understand
27 that my reconsideration of Judge Ann Jones as it existed last
28 summer is where you've landed rather than the hopeful signals

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1 you got four to five weeks ago or maybe more recently than
2 that.

3 MS. NELSON: Your Honor, this is Gretchen Nelson. And
4 I will address the issues -- provide additional context for, I
5 think, what has been significant briefing that has occurred to
6 date.

7 First, the Court in its preliminary comments has
8 indicated some question about the issue of those documents
9 that have or have not been admitted. I think Mr. Schuetze and
10 Mr. Benmark who is now on the phone will address those in kind
11 and submit a list to the Court.

12 MR. SCHUETZE: Gretchen, can I interrupt you at this
13 point?

14 MS. NELSON: Yes.

15 MR. SCHUETZE: I want to correct the record.

16 During the time that has passed, I went back and looked
17 at the entire transcript.

18 And the Court asked us questions about certain exhibits
19 that were cited in the supplemental papers, and it appears
20 that those exhibits were, in fact, admitted over objection.

21 So I wanted to correct the record, and I also wanted to
22 apologize to Ms. Durie.

23 THE COURT: Thank you, Mr. Schuetze.

24 Mr. Schuetze's sound was absolute top-notch.

25 Ms. Nelson, you're doing better when you lift your face and
26 get your voice projecting into what appears to be the location
27 of the microphone next to the camera.

28 MS. NELSON: Okay. I will do that.

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13

1 Of course, this is all an indication to everyone
2 whether we find out whether their microphones are on their
3 cameras or on their computers.

4 THE COURT: Generally about a quarter of an inch from
5 where the lens is.

6 MS. NELSON: I would hope.

7 With respect to the issue that the Court has raised on
8 the question of Palp and MacKinnon, the point that the
9 defendants appear to be arguing which is that the construct of
10 the interpretation of an insurance policy, the three-part
11 framework, I think everyone has agreed upon is somehow or
12 other altered where the issue does not involve an exclusionary
13 clause.

14 I don't think that the defendants' argument is
15 accurate.

16 It is absolutely true and no one will dispute that the
17 first part of the framework is to determine, number 1, whether
18 the lag is ambiguous. And if it is not ambiguous as we have
19 argued and the Court has found as to the inflation protection
20 benefit, you never get to either the second part or the third
21 part.

22 The second part is to determine what the objectively
23 reasonable insured understood the language to be.

24 The defendants, I think, in their brief have tried to
25 parse the language of that framework to drive home that it
26 means what CALPERS understood it to mean.

27 But fundamentally what it is to do is to determine what
28 an objectively reasonable insured would understand it to mean

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14

1 and if there are two reasonable interpretations of ambiguous
2 language, because you, again, only get to the second part if
3 you have found that the language is ambiguous.

4 And I would like to, once again, reiterate, even though
5 the defendants in their supplemental brief are arguing
6 vigorously that the inflation protection language is
7 ambiguous, this Court and Judge Jones have both found that
8 that language in the EOC relating to the inflation protection
9 provision was not ambiguous.

10 THE COURT: Ms. Nelson, for what it's worth, nothing
11 I've intended to say this morning should give you any reason
12 to think that I intend to deviate from my prior ruling, prior
13 tentative ruling about inflation protection. You're ahead on
14 points on that one.

15 MS. NELSON: Very good. Thank you, your Honor.

16 I wanted to address it only because --

17 THE COURT: If you could directly answer the question
18 of when if ever did Ann Jones tell us what "same form of
19 coverage" means. I don't think she addressed it, but tell me
20 if I'm wrong.

21 MS. NELSON: Your Honor, Judge Jones' analysis of the
22 guaranteed renewable provision was in the order that she
23 issued in June, I believe, of 2017 on the question of -- in
24 relation to CALPERS' motion for summary judgment.

25 THE COURT: And I think she deals with it exclusively
26 in the single footnote, the guaranteed renewal claim.

27 MS. NELSON: I'm not sure it was a single footnote, but
28 I believe it is accurate to say that what she was stating was

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1 that plaintiffs' interpretation of the guaranteed renewable
2 provision was reasonable.

3 THE COURT: She says that much and she adopts the
4 argument made quite recently -- again, because plaintiffs like
5 the argument -- that the words "benefit" and "coverage" should
6 not be seen as synonyms. She accepts that. And that gets her
7 to her conclusion.

8 I can take a moment and run into chambers and lay my
9 hands on her decision. It wouldn't be that hard for me to
10 find it, but I don't think she gives us one word of analysis
11 of what "same form of coverage" means by distinction of the
12 phrase "similar coverage."

13 I'm inviting you to tell me I'm wrong.

14 MS. NELSON: I would have to go back and review that
15 also.

16 I believe in addition to the order on the summary
17 judgment, these issues became somewhat focused in the context
18 of the motion for decertification that was filed by CALPERS.
19 And the Court's order on that motion also addresses, although,
20 again, I would have to go back. I'm afraid I did not go back
21 and review it before this hearing.

22 THE COURT: I don't claim the same familiarity with
23 that because I haven't gotten anywhere near thinking about
24 re-decertifying or revisiting decertification. So I don't
25 pretend to have any great familiarity with what Judge Jones
26 wrote when she denied your adversaries' motion to decertify.

27 Go ahead, Ms. Nelson. Go back to wherever you wanted
28 to take your argument. You have sort of answered my question,

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1 but I think that's as good as answer as I will get on your
2 side.

3 MS. NELSON: Very good, your Honor. Thank you, your
4 Honor.

5 Let me turn, I think, to the point -- of the causes. I
6 think that one thing that has to be made clear is that -- I
7 think the Court is entirely in agreement with all of the
8 parties on this. The framework remains the same for the
9 interpretation.

10 First, is it ambiguous? It is not ambiguous.

11 Then you go to the second prong. The second prong is
12 if it's ambiguous, can you find a clarity in the language.
13 And if you can't and there are two reasonable interpretations,
14 you look to three.

15 And the third prong is the contra proferentem argument.
16 And in that case the language is read against the person who
17 drafted it.

18 The concept of reading a contract against the person
19 who drafted it is not unique to insurance policies. It's
20 written into the Civil Code and applies in any contract.

21 If you're got two parties, one drafter, unequal
22 bargaining, you're going to read ambiguous language against
23 the party who drafted it.

24 I believe the Court's preliminary comments were
25 consistent with what I think we all agree which is that the
26 class of policyholders, those people who purchased this
27 long-term care policy, have absolutely no bargaining power in
28 this. It was all drafted by CALPERS. CALPERS handed it to

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1 them. They got it after they made the application.

2 There is no argument that any plaintiff or any
3 policyholder had the ability to say to CALPERS, no, I don't
4 like this language. I want it changed.

5 So in terms of bargaining power, I think it is fair to
6 say and I would assume that CALPERS would agree that the
7 playing field was all stacked on CALPERS' side in terms of the
8 drafting of this agreement.

9 In that case you are going to read ambiguous language
10 that you cannot interpret in the context of the policy or the
11 circumstances of the case, and we argued that's where we are.
12 Under the guaranteed renewable provision, you're going to get
13 to the point of having to interpret it against CALPERS no
14 matter what they say.

15 They can argue all they want about ERISA cases. The
16 ERISA cases don't apply. The only way in ERISA you don't get
17 to contra proferentem is because it's ERISA.

18 And CALPERS is not disputing this policy is not
19 governed by ERISA. It was a policy that was sold by a state
20 government. As a result there was an express exemption from
21 ERISA.

22 CALPERS has never argued that ERISA applies.

23 CALPERS in its supplemental belief basically just says
24 our arguments on preemption are who cares because we don't
25 apparently dispute that ERISA doesn't apply.

26 So you will always have the three-part standard that
27 applies in California under California insurance law and
28 California contract interpretation law independent of it being

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1 an insurance policy. And that is always going to get you to
2 the point of where there is ambiguity in a policy, you're
3 going to read it in favor of the party who was of the unequal
4 bargaining power and who did not draft it.

5 In terms of the Court's inquiry regarding any cases
6 interpreting what "self-funded" means, I will say to the Court
7 I actually did undertake to do some research to try to
8 determine what that means, and I would say there was not much
9 out there. I could not find anything in California courts.

10 Those federal cases that referred to it, in general,
11 referred to it in passing.

12 But the one thing --

13 THE COURT: And is that always in an ERISA context?

14 MS. NELSON: As I recall, the cases that I found
15 generally were in the context of ERISA.

16 The interesting part of this is the term has an array
17 of meanings. Self funded can mean the employer entirely
18 funded it. And that came up in the context of health policies
19 where the company basically buys insurance and pays for it
20 entirely for the employees.

21 It can include partially funded by the employer and
22 partially funded by the employee.

23 Those were the contexts in which I found it.

24 One can assume it may also include entirely funded by
25 the employees, although I did not find case law that had that
26 type of policy.

27 So I'm not sure there is a strong case out there that
28 interprets this term "self-funded." Certainly the cases that

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1 deal with it in the context of ERISA are relying upon ERISA's
2 broad framework that if it's an ERISA policy, you're trying to
3 come up with rules and regulations that will be standard
4 across the country.

5 THE COURT: You don't need to persuade me that ERISA
6 doesn't apply here.

7 And if I hear you right, what you just said is I've
8 been cited to no cases outside of the ERISA context that
9 attempt to animate meaning in the phrase "self-funded."

10 And insofar as you found a case hither or yon, they
11 were either ERISA or they were out of California, you haven't
12 cited them to me and I don't think your adversary cited
13 anything to me apart from the ERISA cases they cited other
14 than one federal case.

15 I'll let your adversary carry the water on that.

16 Have you found anything that dealt with mutuals or
17 inter-insurance exchanges and treated them differently?

18 MS. NELSON: I have not. I will say I haven't looked
19 into it.

20 I think the Court's reference to mutual insurance
21 companies, at least in the context of California law, would
22 mean you'd have carriers such as USAA or Farmers.

23 And I'm not aware of any case law in California that
24 alters the manner in which you interpret an insurance policy
25 issued by one of those types of entities from, say, Allstate
26 or Northwestern.

27 THE COURT: Northwestern is a mutual. Travelers is
28 not.

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1 MS. NELSON: Travelers.

2 So I'm not aware of anything that shifts -- as the
3 Court knows is the office that handles insurance litigation in
4 an extraordinary manner. In fact, I've been very active in
5 the development of the law in California. And he can perhaps
6 weigh in on this, but I'm not aware of anything that said that
7 in the context of a mutual insurance company or an
8 inter-insurance exchange, that somehow or other that fact
9 alone means you never get to the third prong, which I believe
10 was the argument that defendants are trying to say.

11 Their argument here is because it's self-funded,
12 somehow or another you can't apply the third prong, and they
13 cite to ERISA only.

14 They then say it's persuasive. It's not. It's not
15 persuasive in any way.

16 The case law -- and I've read those cases Blankenship,
17 Eley and Shane at length. And at best they are opaque in
18 their reasoning for the inclusion of the words "self-funded."

19 And those cases where it is absolutely apart -- used
20 not the word "or" but used the word "and," collective
21 bargaining and self funded.

22 So I think that it's fair to say that there is little
23 authority to provide this Court for the proposition that the
24 defendants are arguing which is that somehow or other in the
25 context of this policy CALPERS can get itself out from under
26 the analysis that the California Supreme Court and the
27 California Courts of Appeal have all stated is the framework
28 that binds this Court.

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1 Is it ambiguous? If not, you're done.

2 THE COURT: Thank you.

3 Can you wrap up your argument in three to five minutes?

4 MS. NELSON: I can, your Honor.

5 THE COURT: Thank you.

6 MS. NELSON: The Court asked a rhetorical question
7 about the safe harbor.

8 The answer to the question of whether or not --
9 liability -- the State of California should have liability in
10 the context of the labor regulations, there's nothing that
11 would undermine that. There is nothing about those
12 regulations that says if you -- you're not liable and you have
13 to pay. All the regulations do is carve out as a safe harbor
14 from ERISA plans that have those elements.

15 And, your Honor, I was a little unclear as to the
16 Court's reference to footnote 4 on page 10 and what document
17 the Court was referring to.

18 THE COURT: This is your adversaries' document, not
19 yours. This is whether I would somehow assume that when
20 Ms. Wedding was buying back in 1995 or thereabouts, why she
21 would assume that the form that later got called LTC-1 which
22 at the time was purely the core paperwork for the policies
23 then being issued by CALPERS was to be seen as one of several
24 theoretical alternative forms. Not because CALPERS was
25 offering an alternative at the time but because somehow out in
26 the marketplace other clients of the long-term care group
27 might issue two or three forms at the same time or perhaps
28 from Ms. Wedding's analysis, CALPERS' form was in competition

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1 with a form that might be issued by, say, GE or Prudential at
2 the same time.

3 Because once I accept the correctness of the conclusion
4 that there is no proper basis to take judicial notice of
5 alternative forms in the marketplace, I then have to give the
6 phrase "same form of coverage" some meaning.

7 I think what is said by your adversary in the text at
8 pages 10 and 11 has become hugely persuasive to me,
9 particularly because I think Judge Jones failed to provide any
10 analysis on this which is why I am back of the view that there
11 was a defect in her analysis, and you're probably going to
12 lose on this one.

13 MS. NELSON: Your Honor, is this page 10 and 11 of
14 their supplemental memorandum?

15 THE COURT: No. Their proposed statement of decision.

16 MS. NELSON: I see. I'm sorry. I apologize. I will
17 go back and look at that.

18 But let me just see if I can articulate why I believe
19 the Court in deciding that the guaranteed renewable provision
20 is, in fact, ambiguous and that there are two reasonable
21 interpretations of it, therefore it is read against CALPERS
22 was correct.

23 That is, I think it's important to keep in mind that
24 the language of the guaranteed renewable provision is --
25 sorry, your Honor. Just one second -- the following.

26 And I will start in the middle of that language.
27 "CALPERS can, however, change your premiums but only if we
28 change the premium schedule on an issue-age basis for all

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1 similar coverage issued in your state on the same form as this
2 coverage.

3 "The change must be made on the premium's schedule on
4 an issue-age basis for all similar coverage."

5 That takes you to precisely the point that we have been
6 making which is similar coverage and the same form of this
7 coverage applies to the LTC-1 policies and the LTC-2 policies.
8 It doesn't, as CALPERS say, mean benefits.

9 Nowhere in this language is the word "benefit."

10 Part of the problem we have here is that CALPERS never
11 defined these words. This Court has been struggling. We have
12 all been struggling with what this means.

13 The fact that CALPERS failed to define terms in case
14 law in California means that in point of fact their failure is
15 an ambiguity. They are responsible for the ambiguity in this
16 because they never defined those terms which, in all honesty,
17 your Honor, are critical terms.

18 It's not like they didn't define anything. They have.
19 In the EOC there are five pages of definitions, and they never
20 defined the terms that are critical to when they can raise
21 premiums. But what they did say is we can only do it if we
22 change the premium schedule on an issue-age basis for all
23 similar coverage issued in your state on the same form as this
24 coverage.

25 And as we have stated in the past, there are
26 alternative reasonable interpretations of that sentence.
27 Given those reasonable alternative interpretations, without
28 one clear understanding of what it means, without one clear

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1 description of it in the context of the entirety of this
2 policy, no matter what CALPERS wants to say to you, they'll
3 tell you you have to read it this way. Somebody shouldn't
4 have anticipated they'd be carrying the load for someone else.

5 Well, it's clear the inflation protection people didn't
6 think that their inflation protection benefits would result in
7 an increase. That was apparent obviously to everyone who got
8 the policy.

9 So at the end of the day what can we do except take the
10 California Supreme Court's directives, the Court of Appeal's
11 directives, take that three-part framework and find there are
12 reasonable alternative explanations for this.

13 Now, who gets the nod on those two alternative
14 reasonable explanations? And it can only be that the
15 plaintiffs get the nod and not CALPERS, because CALPERS not
16 only wrote it but CALPERS failed to provide the definition for
17 it.

18 THE COURT: Thank you.

19 MS. NELSON: With that I submit.

20 Thank you.

21 THE COURT: Ms. Durie or Mr. Benmark, take all the time
22 you feel you need. You are ahead on points, though, on the
23 guaranteed renewal.

24 I'd like it if you start with my question about did
25 Judge Jones ever tell us what "same form of coverage" meant as
26 such.

27 MS. DURIE: To my knowledge, your Honor, she did not.

28 All that she said is there there is a distinction

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1 between the term "coverage" and the term "benefit."

2 THE COURT: You have no other mic available do you,
3 Ms. Durie?

4 MS. DURIE: I do not have a different microphone
5 available. I have not had issues with this one in the past.
6 I apologize.

7 THE COURT: Go ahead, but be slow. Slow yourself down
8 and articulate, because it's just borderline comprehensible.

9 MS. DURIE: Judge Jones found there was a distinction
10 between "coverage" and "benefits."

11 We agree that a policyholder purchases coverage and if
12 the policyholder becomes eligible receives a benefit, but that
13 does not resolve the interpretation question with respect to
14 what "similar coverage" means or what it means for coverage to
15 be on the same form.

16 And I would note in addition to the footnote, it would
17 make no sense to read the provision in the policy to be
18 referring to forms issued by other insurers, because CALPERS
19 would have no ability to alter the premium schedule with
20 respect to policies issued by third parties.

21 Now, with respect to the interpretive framework, we
22 agree that the Bank of the West framework applied, but
23 plaintiffs are skipping directly from step one to step three.

24 If the Court determines that the policy term is
25 ambiguous, then in the words of the California Supreme Court,
26 "If the terms of a promise are in any respect ambiguous or
27 uncertain, it must be interpreted in the sense in which the
28 promissor believed at the time of making it that the promisee

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1 understood it."

2 So under step two the core question is what CALPERS
3 understood a reasonable insured to interpret the language.

4 We do not get to contra proferentem unless step two
5 fails to resolve the interpretation question.

6 I want to make clear, your Honor, that we are not
7 suggesting and did not suggest that the parties here had equal
8 bargaining.

9 We did say the contra proferentem rule does not always
10 apply, and that it should be applied with particular caution
11 in the case of a self-funded claim. I am not aware of any
12 case interpreting what that means outside the ERISA context,
13 but I will note that 'self funded' here is a term of the
14 contract not merely a rule, a case law driven rule.

15 And the parties have not advanced any interpretation of
16 what 'self funded' would mean in the context of the
17 contractual language here other than that the plan was funded
18 by the contributions of those who were purchasing policies as
19 part of it.

20 So I think the parties do not disagree that there can
21 be only one correct interpretation of the relevant contractual
22 provision. And because this is self-funded contractually,
23 that interpretation must be taken into consideration how
24 insureds intellectually would be deemed to understand the
25 disputed claim language from CALPERS' position, which is why
26 in undertaking that exercise the Court must consider how
27 policyholders without protection or with or without lifetime
28 benefit would have understood the language at issue.

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1 With respect to the last point that Ms. Nelson made,
2 the document to which I would refer the Court that I think
3 most clearly lays out how coverage worked and how it
4 intersects with benefits is exhibit 2020 which is
5 Ms. Wedding's schedule of benefits.

6 It identifies the total coverage as lifetime. Under
7 other coverage features it identified the inflation protection
8 option.

9 THE COURT: Is this an exhibit to Mr. Benmark's
10 declaration?

11 MS. DURIE: It is, your Honor.

12 THE COURT: Number?

13 MS. DURIE: Let me take a look.

14 THE COURT: If Mr. Benmark knows off the top of his
15 head, he's welcome to tell me.

16 MR. BENMARK: I don't believe it's in that declaration.
17 I believe it was something cited in the --

18 THE COURT: So I won't find it looking at this, then.

19 MR. BENMARK: I don't believe so.

20 THE COURT: Go ahead, Ms. Durie.

21 MS. DURIE: Okay. So it is trial exhibit 2020. It
22 identifies the inflation protection option as included within
23 Ms. Wedding's coverage.

24 I think it makes clear the basic proposition that we
25 have advanced that an insured purchases insurance coverage and
26 in the event that he or she becomes eligible receives
27 benefits, which is why the inflation protection coverage would
28 result in the inflation protection benefits should those

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1 benefits become due.

2 I wanted to respond to one other comment the Court had
3 made at the outset that pertained to Ms. Smolley, simply to
4 note that our objection to the Court's reliance on --

5 (LA Court Connect freezes.)

6 THE COURT: Off the record.

7 (Recess.)

8 THE COURT: We are back on on the record.

9 Sorry for the technical problems. We're at least
10 connected with everybody via telephony.

11 Mr. Durie, we lost you just when you started to talk
12 about the input of Ms. Smolley's testimony. So I would invite
13 you to continue your argument. We can go into the lunch hour
14 if need be to try to wrap this up properly.

15 MS. DURIE: Thank you, your Honor.

16 Before I turn to Ms. Smolley, there is one point I
17 would like to make with respect to the ambiguity question.

18 Plaintiffs' counsel suggested that because the terms
19 "coverage" and "benefits" were not explicitly defined in the
20 evidence of coverage they were, for that reason, necessarily
21 ambiguous.

22 In Bay City Paving and Grading Inc. versus Lawyers'
23 Mutual Insurance Company 5 Cal. 4th 854 (1993) the California
24 Supreme Court said as follows:

25 "We recently rejected the view that the lack of policy
26 definition necessarily creates ambiguity. Indeed, any rule
27 that rigidly presumed ambiguity from the absence of a
28 definition would be illogical and unworkable.

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1 "To avoid the ambiguity perceived by the Court of
2 Appeal the insurer would have to define every word in its
3 policies. The defining words would then themselves have to be
4 defined. Their defining words would have to be defined. And
5 the process would continue to replicate itself until the
6 results became so cumbersome as to create impenetrable
7 ambiguities."

8 So for those interpretive questions before the Court
9 the question is the application of the Bank of the West
10 framework. One is the term ambiguous or does it have a
11 facially clear meaning.

12 Two, if it does not, how would the insurer, which is to
13 say CALPERS, have understood reasonable insureds to have
14 understood the term.

15 And only if the second step of the Bank of the West
16 framework is unable to provide an interpretation would the
17 Court move to step three and consider the extent to which the
18 contra proferentem rule should apply when the policy says as a
19 contractual matter that it is self funded and, two, how to
20 apply that rule in the case of a term where an interpretation
21 might serve to benefit some policyholders at the expense of
22 others.

23 With respect to Sandra Smolley, the point that I wanted
24 to make is simply that in addition to the fact that she was
25 not a CALPERS employee or we think there is any evidence that
26 she was authorized to make particular statements, it is
27 undisputed on the basis of the evidence that she had not read
28 the insurance policy in question, nor is there any evidence

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1 that anyone relied on any statement that she had made for
2 their understanding.

3 So, again, we don't think there is a basis either for
4 attributing her statements to CALPERS or for deeming them
5 relevant to how a reasonable insured would understand the
6 contract or how CALPERS would expect a reasonable insured to
7 have understood the contract when she did not.

8 With that, your Honor, I'm happy to answer any further
9 questions that the Court may have, but I believe that I have
10 addressed the issues that the Court had raised at the
11 beginning of the hearing this morning.

12 THE COURT: I think you have, Ms. Durie.

13 And for counsels' edification generally, during the
14 technical pause I was able to locate the June 15, 2017,
15 15-page single spaced decision by Judge Jones denying summary
16 judgment.

17 She discusses the particular topic of breach of
18 contract, including both inflation protection and guaranteed
19 renewable insofar as she addressed the guaranteed renewable at
20 pages 11 and 12 of the decision. It's a fairly direct
21 discussion about inflation protection as to guaranteed
22 renewable. It quotes the relevant language at page 11 of her
23 decision.

24 Then in footnote 11 on page 12 is where she refers to
25 "This distinction by plaintiffs between 'coverage' and
26 'benefits' is a reasonable interpretation." End of quote by
27 me. She will go on.

28 But to my understanding, unless Ms. Nelson can see

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1 something in pages 11 or 12 that I'm missing, she never
2 directly tells us what she understands the phrase "same form
3 of coverage" to refer to.

4 In that sense she fails to provide any analysis of how
5 to give that term meaning as opposed to the separate phrase
6 "similar coverage" which appears in the same sentence within
7 the same paragraph.

8 So I will let it go back to you, Ms. Nelson, for any
9 further final comments you want.

10 MS. NELSON: Yes. Thank you very much, your Honor.

11 Just briefly, let me speak to a point that Ms. Durie
12 just made which is a statement that I said the absence of a
13 definition makes it ambiguous. I believe that was not
14 intentional but an overstatement of my point.

15 The point I was making earlier is that as the Court --
16 and this is an opinion by Justice Croskey in American
17 Alternative Insurance Corp. versus Superior Court, a 2006
18 decision at 135 Cal. App. 4th 1239 -- stated and I'll quote,
19 "Although the absence of a policy definition does not
20 necessarily create an ambiguity" -- and this is an internal
21 quote now -- "in an appropriate case the absence of a policy
22 definition, though perhaps not dispositive, might weigh even
23 strongly in favor of finding an ambiguity."

24 And that is Justice Croskey's speaking about the
25 Supreme Court's decision in the Bay City Paving case that
26 Ms. Durie just quoted.

27 My point simply is this. It is absolutely clear that
28 CALPERS never defined the term "benefits" or the term "similar

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1 coverage" or "coverage form."

2 And I think it is apparent from the multitude of
3 documents that have been presented to this Court that in my
4 humble opinion and in my words CALPERS played fast and loose
5 with the term "benefits" and "coverage."

6 For example, Ms. Durie pointed to exhibit 2020 which is
7 the document provided to Ms. Wedding, and the title of it is
8 "Schedule of Benefits."

9 Then in the document it states, "About your benefits,
10 coverage features and limits."

11 It talks about total coverage amounts. It talks about
12 a benefit increase option. It talks about inflation
13 protection option.

14 In that document alone the terms "coverage" and
15 "benefits" have basically been put into a mess of just a
16 combination of a variety of things. And as a result, it is,
17 in my view, completely ambiguous as to what CALPERS was
18 meaning.

19 So that is not the only place it does it. In the
20 actual evidence of coverage in the section on inflation
21 protection which CALPERS would like this Court to -- as a
22 coverage.

23 The heading starts off "Benefits: Inflation
24 Protection."

25 In the section that we have dealt with, "Your premium
26 will not increase. Your premium rate will not increase as a
27 result of these annual benefit increases."

28 So I think the problem that we are all confronting now

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1 is when can they raise premiums under the guaranteed renewable
2 provision.

3 CALPERS has argued that we want to ignore step two in
4 the framework for contract interpretation that binds this
5 Court. We are never suggesting that.

6 We are simply stating that at the end of the day what
7 winds up happening in this policy, when you get to step two,
8 is there is no one interpretation that the Court can point to
9 that gives the correct interpretation.

10 The notion that you simply read it the way CALPERS
11 thinks it should be read is wrong. It's what the objectively
12 reasonable insured would have understood it to mean at the
13 time that they bought the policy. That would mean, as
14 Mr. Durie would like the Court to say, policyholders, all
15 policyholders, okay? So her argument is we can't read it to
16 be the policyholders that are on one side of the fence because
17 that would benefit some to the disadvantage of the others.

18 There is no dispute that this policy informed all
19 policyholders that as to those people with inflation
20 protection benefits, your premium will not increase as a
21 result of those benefits.

22 All policyholders knew that. Every person who bought
23 the policy, whether they bought inflation protection or they
24 didn't buy it, understood that.

25 So I don't agree with the notion that Ms. Durie is
26 arguing, which is that somehow or other this Court cannot
27 interpret this policy in a way that disadvantages one or the
28 other.

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1 The bottom line is what did somebody understand when
2 they bought it? When did they think the premiums would
3 increase?

4 What we have shown is that there is an absolute dearth
5 of anything by CALPERS to make clear what that means. As a
6 result, you get to the point where you do have to get to the
7 third part of the framework, and that is that CALPERS caused
8 the ambiguity.

9 The Court has struggled with the difficulty of trying
10 to interpret this. That in and of itself is a demonstration.

11 I think everybody, with the exception maybe of
12 Ms. Durie who believes strongly in her view, has no real
13 comprehension of what that guaranteed renewable provision
14 means.

15 Then you do go to the third point.

16 And with that, your Honor, unless the Court has any
17 other questions, I would rest.

18 THE COURT: Thank you.

19 Subject to the receipt of the stipulation about
20 admitted exhibits versus non-admitted exhibits, I believe that
21 the drafting and exchange of the statement of decision has
22 reached a point where I can, in chambers, finalize the
23 decision and issue it without further argument.

24 Does plaintiff agree that it's ready for me to now do
25 this in chambers without a further hearing?

26 MS. NELSON: Yes, your Honor.

27 THE COURT: Does defendant, Ms. Durie, agree that the
28 matter is now in a place where I can do this in chambers

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1 without further argument?

2 MS. DURIE: Yes, your Honor.

3 THE COURT: Okay. I intend to get this out first thing
4 next week. I'm taking advantage of the weekend to resolve the
5 remaining questions.

6 I have availability next Wednesday morning or afternoon
7 or morning and afternoons to talk to you about where we go
8 next unless that's too soon. If you get a decision by midday
9 on Monday, do you want to come in as early as next Wednesday
10 to figure out where we go next or am I rushing you to bring
11 you in that quickly, Ms. Nelson?

12 MS. NELSON: That would be fine, your Honor. I'm
13 assuming the Court is addressing the scheduling.

14 THE COURT: That's what I would intend to address next
15 Wednesday, because I think it's unfair to turn to scheduling
16 until you get a definite decision, particularly on this
17 guaranteed renewal issue, where I have vacillated, quite
18 frankly, over the last 12 months.

19 MS. NELSON: Then, absolutely, your Honor. Wednesday
20 is fine with us.

21 THE COURT: Ms. Durie, is Wednesday soon enough or too
22 soon?

23 MS. DURIE: I was planning to take Monday through
24 Wednesday off, your Honor. I booked an Airbnb to go out of
25 town. I don't have a formal conflict other than my plans to
26 go for a long bicycle ride on Wednesday. So I certainly can
27 do it, but if it would be equally convenient to do it the
28 following Friday or the following week, I appreciate that.

July 23, 2020

Original

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1 THE COURT: Friday is probably bad, but I would be
2 happy to do it Monday the 3rd. I think that would be a good
3 time to do it. Morning or afternoon?

4 MS. DURIE: I'm just taking a look at my -- you know
5 what? It's fine, your Honor. We can do it on Wednesday.
6 It's fine.

7 THE COURT: Well, no. After all that people have been
8 through, you deserve a little mental break.

9 So I don't want to --

10 MS. DURIE: No. I realize as I'm looking at my
11 calendar, the great thing about a date that I planned to take
12 a vacation on is that I don't have anything else scheduled on
13 it. So it's fine, your Honor. We can do it on Wednesday.

14 THE COURT: Would it help to do it in the afternoon?

15 MS. DURIE: I'd appreciate that. That would be great.
16 Thank you.

17 THE COURT: So I'll do a trial setting conference on
18 the BC 517444 docket on Wednesday, July 29th at 1:30 p.m.

19 If you have anything to submit in advance, fine. If
20 it's flying a little too fast to have anything in writing in
21 advance, I could well understand.

22 I trust that at some point some of your representatives
23 will try to communicate with each other, even if Ms. Durie is
24 getting a little bit of mental rest, so that you have
25 commenced your discussion of where we go next.

26 I did see in the submission for today that you planned
27 to do the in limines afresh, and I think that makes a lot of
28 sense. Because, one, time has passed by. Two, you're writing

July 23, 2020

Original

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1 to Judge Highberger not Judge Jones which might or might not
2 impact how you want to argue something. Three, until you get
3 a final ruling on guaranteed renewal, you won't know exactly
4 what the lay of the land looks like in terms of what fact
5 issues remain to be tried.

6 I've told you, I believe, what we know about the
7 Court's availability to conduct a jury trial, mindful that the
8 defendant is standing on its constitutional right to have a
9 jury trial, at least what I understand to be its
10 constitutional right.

11 We haven't even begun to try to do criminal jury
12 trials. And we expect to at some in late fall do jury trials
13 for the unlawful detainer docket which is backed up to a
14 substantial degree.

15 Once we have both the criminal docket and the unlawful
16 detainer docket under something approximating control, we then
17 would focus our collective efforts as a court system in Los
18 Angeles to undertaking the backlog of civil preference cases.
19 And I don't understand this case to be a civil preference
20 case. Then once that's in some version of sufficient control,
21 I believe I could have some hope of having a jury available to
22 conduct a regular civil trial.

23 One thing you should think about and maybe even talk
24 about in advance is how long a trial. This will be, I
25 believe, a very expert driven trial, perhaps more than
26 anything else expert driven from both directions.

27 If somebody thinks you want a three-month or five-month
28 trial, feel free to tell me. You'll receive a lot of pushback

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Original

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1 from me. If you think you can make it work in three to five
2 weeks, it will be more warmly received. But, frankly, at
3 least until we have a vaccine, trying to work through voir
4 dire to find a pool of eligible jurors to sit for three to
5 five months is going to be quite a project, but you probably
6 know that already.

7 So that's all I have at this end. Am I supposed to do
8 something about the dispute over the notice of ruling or are
9 my passing comments on the transcript sufficient to deal with
10 the issue from your point of view, Ms. Nelson?

11 MS. NELSON: Your Honor, your comments from the bench
12 in this record are fine with us.

13 THE COURT: Ms. Durie, do you believe I need to do
14 something further in regard to the contested notice of ruling?

15 MS. DURIE: No, your Honor.

16 THE COURT: Okay. Anything else that we need to deal
17 with urgently today before I recess, Ms. Nelson?

18 MS. NELSON: I'm not aware of anything, your Honor.

19 I appreciate all of your consideration and apologies
20 for the program that didn't work as well as one would have
21 hoped, but I'm sure it will work better next time.

22 THE COURT: I think they are owed more from this end to
23 the bar than the bar to the Court, but thank you for your
24 graciousness.

25 Ms. Durie?

26 MS. DURIE: No. Thank you very much, your Honor, for
27 your patience.

28 THE COURT: And then --

July 23, 2020

Original

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1 MR. SCHUETZE: Your Honor, this is Steve Schuetze.

2 What time do you want the exhibit list filed by Monday?

3 THE COURT: Close of business.

4 MR. SCHUETZE: Okay.

5 MS. DURIE: And I'm sorry, your Honor. That raises the
6 question of what time in the afternoon on Wednesday?

7 THE COURT: 1:30 on Wednesday. Close of business is
8 4:30.

9 And you can serve the exhibit list on Case Anywhere,
10 and I'll arrange for the filing. Don't worry about a runner,
11 Mr. Schuetze.

12 MR. SCHUETZE: Thank you, your Honor.

13 THE COURT: Ms. Clemow and Ms. Durie, the Aldridge case
14 was also on docket today. I propose to trail it to the 29th
15 at 1:30 p.m. if there is no objection.

16 Ms. Clemow?

17 MS. CLEMOW: No objection, your Honor.

18 THE COURT: Ms. Durie?

19 MS. DURIE: No objection.

20 THE COURT: Notice waived in the Aldridge matter,
21 Ms. Clemow?

22 MS. CLEMOW: Yes, your Honor.

23 THE COURT: Ms. Durie?

24 MS. DURIE: Yes.

25 THE COURT: Defendant, give notice that the statement
26 of decision is now under submission. It would be the
27 intention of the Court to issue a decision on July 27 and with
28 the next event on July 29, and the exhibit list to come in

July 23, 2020

Original

40

1 with service by close of business July 27.

2 I think for notice purposes that's probably all that
3 needs to be included unless I'm missing something.

4 Ms. Nelson?

5 MS. NELSON: No, your Honor. I think that's correct.

6 THE COURT: Ms. Durie?

7 MS. DURIE: That's good, your Honor. Thank you.

8 THE COURT: Okay. The Court is in recess. You're free
9 to go.

10 (Proceedings concluded at 11:30 a.m.)

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EXHIBIT 11

Valeo 2017
Attorney Hourly
Rate Report

2017

An exclusive report by



Valeo 2017 Attorney Hourly Rate Report

Litigation

Practice Area	2011		2012		2013		2014		2015		2016		2017e	
	Rate	Rate	%	Rate	%	Rate	%	Rate	%	Rate	%	Rate	%	
#16 Simpson Thacher & Bartlett LLP														
Senior Partner	\$975	\$1,015	4%	\$1,058	4%	\$1,108	5%	\$1,142	3%	\$1,165	2%	\$1,252	7%	
Partner	\$902	\$940	4%	\$979	4%	\$1,024	5%	\$1,055	3%	\$1,076	2%	\$1,171	9%	
Counsel	\$765	\$797	4%	\$831	4%	\$865	4%	\$891	3%	\$908	2%	\$976	7%	
Senior Associate	\$674	\$679	1%	\$707	4%	\$722	2%	\$743	3%	\$758	2%	\$785	4%	
8th Year Associate (E)	\$609	\$619	2%	\$644	4%	\$660	2%	\$679	3%	\$693	2%	\$715	3%	
7th Year Associate (E)	\$559	\$564	1%	\$588	4%	\$602	2%	\$620	3%	\$633	2%	\$684	8%	
6th Year Associate (E)	\$510	\$519	2%	\$541	4%	\$554	2%	\$571	3%	\$582	2%	\$590	1%	
5th Year Associate (E)	\$466	\$474	2%	\$494	4%	\$507	3%	\$523	3%	\$533	2%	\$560	5%	
4th Year Associate (E)	\$420	\$431	3%	\$449	4%	\$459	2%	\$473	3%	\$482	2%	\$486	1%	
3rd Year Associate (E)	\$379	\$396	4%	\$412	4%	\$417	1%	\$430	3%	\$439	2%	\$439	0%	
2nd Year Associate (E)	\$348	\$357	3%	\$372	4%	\$380	2%	\$391	3%	\$399	2%	\$400	0%	
1st Year Associate (E)	\$320	\$325	2%	\$338	4%	\$349	3%	\$360	3%	\$367	2%	\$381	4%	
Overall	\$577	\$593	3%	\$618	4%	\$637	3%	\$657	3%	\$670	2%	\$703	5%	

Mergers & Acquisitions

Practice Area	2011		2012		2013		2014		2015		2016		2017e	
	Rate	Rate	%	Rate	%	Rate	%	Rate	%	Rate	%	Rate	%	
#16 Simpson Thacher & Bartlett LLP														
Senior Partner	\$984	\$1,025	4%	\$1,068	4%	\$1,105	3%	\$1,138	3%	\$1,161	2%	\$1,241	7%	
Partner (E)	\$923	\$937	2%	\$976	4%	\$1,012	4%	\$1,043	3%	\$1,064	2%	\$1,141	7%	
Counsel	\$811	\$849	5%	\$884	4%	\$920	4%	\$947	3%	\$966	2%	\$1,041	8%	
Senior Associate	\$625	\$632	1%	\$658	4%	\$680	3%	\$700	3%	\$714	2%	\$738	3%	
8th Year Associate (E)	\$546	\$565	3%	\$589	4%	\$614	4%	\$633	3%	\$645	2%	\$683	6%	
7th Year Associate	\$466	\$498	7%	\$519	4%	\$549	6%	\$565	3%	\$577	2%	\$627	9%	
6th Year Associate (E)	\$424	\$459	8%	\$478	4%	\$501	5%	\$516	3%	\$526	2%	\$570	8%	
5th Year Associate (E)	\$384	\$414	8%	\$431	4%	\$456	6%	\$470	3%	\$479	2%	\$519	8%	
4th Year Associate (E)	\$347	\$372	7%	\$388	4%	\$411	6%	\$424	3%	\$432	2%	\$468	8%	
3rd Year Associate (E)	\$317	\$340	7%	\$354	4%	\$377	6%	\$388	3%	\$396	2%	\$430	9%	
2nd Year Associate (E)	\$287	\$308	7%	\$320	4%	\$341	7%	\$351	3%	\$358	2%	\$395	10%	
1st Year Associate (E)	\$258	\$279	8%	\$291	4%	\$312	7%	\$321	3%	\$327	2%	\$360	10%	
Overall	\$531	\$557	5%	\$580	4%	\$607	5%	\$625	3%	\$637	2%	\$684	7%	

Valeo 2017 Attorney Hourly Rate Report

Litigation

Practice Area	2011		2012		2013		2014		2015		2016		2017e	
	Rate	Rate	%	Rate	%	Rate	%	Rate	%	Rate	%	Rate	%	
#26 Quinn Emanuel Urquhart & Sullivan, LLP														
Senior Partner	\$908	\$946	4%	\$985	4%	\$1,174	19%	\$1,209	3%	\$1,233	2%	\$1,306	6%	
Partner	\$814	\$848	4%	\$883	4%	\$1,045	18%	\$1,076	3%	\$1,098	2%	\$1,158	5%	
Counsel	\$843	\$870	3%	\$907	4%	\$944	4%	\$972	3%	\$991	2%	\$999	1%	
Senior Associate	\$614	\$682	11%	\$710	4%	\$729	3%	\$751	3%	\$766	2%	\$797	4%	
8th Year Associate	\$396	\$455	15%	\$474	4%	\$499	5%	\$514	3%	\$524	2%	\$577	10%	
7th Year Associate	\$386	\$442	15%	\$460	4%	\$484	5%	\$499	3%	\$509	2%	\$550	8%	
6th Year Associate (E)	\$376	\$432	15%	\$450	4%	\$470	4%	\$484	3%	\$494	2%	\$524	6%	
5th Year Associate (E)	\$367	\$423	15%	\$441	4%	\$459	4%	\$473	3%	\$482	2%	\$530	10%	
4th Year Associate	\$378	\$403	7%	\$420	4%	\$445	6%	\$458	3%	\$468	2%	\$501	7%	
3rd Year Associate (E)	\$344	\$364	6%	\$379	4%	\$402	6%	\$414	3%	\$423	2%	\$444	5%	
2nd Year Associate (E)	\$316	\$328	4%	\$342	4%	\$368	8%	\$379	3%	\$386	2%	\$413	7%	
1st Year Associate (E)	\$287	\$300	5%	\$313	4%	\$331	6%	\$341	3%	\$348	2%	\$372	7%	
Overall	\$502	\$541	8%	\$564	4%	\$613	9%	\$631	3%	\$644	2%	\$681	6%	

INDUSTRIES

Bankruptcy

Industry	2011		2012		2013		2014		2015		2016		2017e	
	Rate	Rate	%	Rate	%	Rate	%	Rate	%	Rate	%	Rate	%	
#26 Quinn Emanuel Urquhart & Sullivan, LLP														
Senior Partner	\$1,009	\$1,052	4%	\$1,096	4%	\$1,098	0%	\$1,131	3%	\$1,154	2%	\$1,223	6%	
Partner	\$829	\$879	6%	\$916	4%	\$937	2%	\$965	3%	\$984	2%	\$1,031	5%	
Counsel	\$758	\$790	4%	\$823	4%	\$845	3%	\$870	3%	\$888	2%	\$962	8%	
Senior Associate	\$528	\$581	10%	\$605	4%	\$625	3%	\$644	3%	\$657	2%	\$696	6%	
8th Year Associate	\$513	\$566	10%	\$590	4%	\$609	3%	\$627	3%	\$640	2%	\$691	8%	
7th Year Associate	\$501	\$554	11%	\$577	4%	\$593	3%	\$611	3%	\$623	2%	\$654	5%	
6th Year Associate (E)	\$451	\$483	7%	\$503	4%	\$611	21%	\$630	3%	\$642	2%	\$705	10%	
5th Year Associate	\$474	\$512	8%	\$534	4%	\$563	5%	\$580	3%	\$591	2%	\$650	10%	
4th Year Associate (E)	\$432	\$470	9%	\$489	4%	\$509	4%	\$524	3%	\$535	2%	\$587	10%	
3rd Year Associate (E)	\$391	\$431	10%	\$449	4%	\$464	3%	\$477	3%	\$487	2%	\$535	10%	
2nd Year Associate (E)	\$359	\$392	9%	\$409	4%	\$426	4%	\$439	3%	\$448	2%	\$489	9%	
1st Year Associate (E)	\$329	\$360	9%	\$375	4%	\$387	3%	\$398	3%	\$406	2%	\$448	10%	
Overall	\$548	\$589	8%	\$614	4%	\$639	4%	\$658	3%	\$671	2%	\$723	8%	

Valeo 2017 Attorney Hourly Rate Report

San Francisco

City	2011		2012		2013		2014		2015		2016		2017e	
	Rate	Rate	%	Rate	%	Rate	%	Rate	%	Rate	%	Rate	%	
#26 Quinn Emanuel Urquhart & Sullivan, LLP														
Senior Partner	\$947	\$987	4%	\$1,028	4%	\$1,069	4%	\$1,101	3%	\$1,123	2%	\$1,202	7%	
Partner	\$705	\$766	9%	\$798	4%	\$830	4%	\$855	3%	\$872	2%	\$933	7%	
Counsel	\$576	\$600	4%	\$625	4%	\$650	4%	\$669	3%	\$683	2%	\$710	4%	
Senior Associate	\$541	\$564	4%	\$587	4%	\$611	4%	\$629	3%	\$642	2%	\$668	4%	
8th Year Associate	\$471	\$490	4%	\$511	4%	\$531	4%	\$547	3%	\$558	2%	\$586	5%	
7th Year Associate (E)	\$362	\$377	4%	\$393	4%	\$408	4%	\$421	3%	\$429	2%	\$455	6%	
6th Year Associate	\$253	\$264	4%	\$275	4%	\$286	4%	\$294	3%	\$300	2%	\$315	5%	
5th Year Associate (E)	\$228	\$238	4%	\$247	4%	\$257	4%	\$265	3%	\$270	2%	\$292	8%	
4th Year Associate (E)	\$208	\$216	4%	\$225	4%	\$234	4%	\$241	3%	\$246	2%	\$266	8%	
3rd Year Associate (E)	\$187	\$195	4%	\$203	4%	\$211	4%	\$218	3%	\$222	2%	\$238	7%	
2nd Year Associate (E)	\$171	\$179	5%	\$186	4%	\$193	4%	\$199	3%	\$203	2%	\$213	5%	
1st Year Associate (E)	\$155	\$162	5%	\$169	4%	\$175	4%	\$181	3%	\$184	2%	\$191	4%	
Overall	\$400	\$420	5%	\$437	4%	\$455	4%	\$468	3%	\$478	2%	\$506	6%	

Washington, DC

City	2011		2012		2013		2014		2015		2016		2017e	
	Rate	Rate	%	Rate	%	Rate	%	Rate	%	Rate	%	Rate	%	
#26 Quinn Emanuel Urquhart & Sullivan, LLP														
Senior Partner (E)	\$859	\$894	4%	\$932	4%	\$969	4%	\$998	3%	\$1,018	2%	\$1,089	7%	
Partner	\$762	\$794	4%	\$827	4%	\$860	4%	\$886	3%	\$904	2%	\$949	5%	
Counsel (E)	\$654	\$681	4%	\$710	4%	\$738	4%	\$760	3%	\$776	2%	\$830	7%	
Senior Associate	\$636	\$663	4%	\$691	4%	\$718	4%	\$740	3%	\$755	2%	\$785	4%	
8th Year Associate	\$567	\$607	7%	\$633	4%	\$664	5%	\$684	3%	\$697	2%	\$739	6%	
7th Year Associate (E)	\$550	\$589	7%	\$613	4%	\$644	5%	\$663	3%	\$676	2%	\$717	6%	
6th Year Associate	\$533	\$570	7%	\$594	4%	\$624	5%	\$642	3%	\$655	2%	\$688	5%	
5th Year Associate (E)	\$482	\$524	9%	\$546	4%	\$568	4%	\$585	3%	\$597	2%	\$645	8%	
4th Year Associate (E)	\$444	\$476	7%	\$496	4%	\$522	5%	\$538	3%	\$549	2%	\$576	5%	
3rd Year Associate (E)	\$403	\$435	8%	\$453	4%	\$480	6%	\$495	3%	\$505	2%	\$545	8%	
2nd Year Associate (E)	\$363	\$396	9%	\$412	4%	\$440	7%	\$453	3%	\$462	2%	\$499	8%	
1st Year Associate (E)	\$331	\$356	8%	\$371	4%	\$399	8%	\$411	3%	\$419	2%	\$436	4%	
Overall	\$549	\$582	6%	\$607	4%	\$636	5%	\$655	3%	\$668	2%	\$708	6%	

EXHIBIT 12

LAFFEY MATRIX

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Year	Adjustmt Factor**	Paralegal/ Law Clerk	Years Out of Law School *				
			1-3	4-7	8-10	11-19	20 +
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 13



Nelson & Fraenkel LLP is a Los Angeles based law firm that specializes in handling complex securities, class action, antitrust, insurance bad faith, breach of contract, employment and business tort litigation as well as product liability, personal injury and wrongful death claims brought on behalf of plaintiffs. Through a team of lawyers, the firm has extensive knowledge and expertise and has handled highly complex cases in federal and state courts. The firm has successfully prosecuted numerous cases to settlement and through trial. The experience of the attorneys who are responsible for handling the firm's complex class action practice are described below.

Gretchen M. Nelson

Ms. Nelson is a 1983 graduate of Georgetown University Law School. She received her B.A. degree from Smith College in 1976. She is a Past President of the Los Angeles County Bar Association and a past Chair of the Litigation Section of that association. She is currently serving a second term on the Judicial Council of California. She is an emeritus member of the Board of Governors of the Consumer Attorneys of Los Angeles and served three years as a Trustee on the State Bar of California. She previously served on the Board of Consumer Attorneys of California and served a three-year term on the Board of the Association of Business Trial Lawyers.

Following law school, she practiced for several years with the law firm of Morgan, Wenzel & McNicholas in Los Angeles, California. While an associate with that firm, she was involved in a broad range of litigation matters, including business and commercial litigation, personal injury and insurance bad faith cases, representing both plaintiffs and defense.

In August 1988, she joined the law firm of Corinblit & Seltzer, a Professional Corporation, where she concentrated her practice in the prosecution of complex business litigation, with a strong emphasis on antitrust and securities class action cases. While at Corinblit & Seltzer, Ms. Nelson represented plaintiffs in litigation brought in federal and state courts throughout the United States.

In February 1998, Ms. Nelson formed her own law firm where she continued to a variety of cases involving maritime claims, aviation cases and complex class action cases, involving securities, antitrust, employment and consumer claims as well as other litigation on behalf of individuals and small businesses. In 2003, Ms. Nelson joined the law firm of Kreindler & Kreindler LLP and, along with Stuart R. Fraenkel, opened their first office in California where she continued to practice in the areas described above. In April 2015, Ms. Nelson and Mr. Fraenkel formed the firm of Nelson & Fraenkel LLP. The firm concentrates its practice on personal injury/wrongful death claims arising from aviation, motor vehicle and maritime claims and Ms. Nelson continues to handle complex class actions arising from a variety of claim types

Ms. Nelson has lectured on class and class-related litigation issues as well as trial advocacy, admiralty/maritime and evidence issues for the Consumer Attorneys Association of Los Angeles, the Association of Trial Lawyers, Consumer Attorneys of California, California's CEB Program, the Practising Law Institute, the ABA's Tort Trial and Insurance Practice Section and Western Trial Lawyers. She has also presented class action programs for the National Business Institute and Mealey's and has published articles in the Advocate, the Forum, the Brief and other publications on class, evidence and maritime issues.

Ms. Nelson is the recipient of numerous awards from various bar organizations including having received the Shattuck-Price Outstanding Lawyer Award from the Los Angeles County Bar Association and in 2023 was inducted into the Consumer Attorneys of Los Angeles Hall of Fame. She has received the Cartwright Award from Consumer Attorneys of California, the Ted Horn Award from CAALA, the Jim Robie Professionalism and Civility Award from the Litigation Section of LACBA and Association of Southern California Defense Counsel's Civil Advocate Award.

A list of representative cases, among others, in which Ms. Nelson has had a substantial role during her career is set forth below.

In re Broadcom Corp. Securities Litig., Master File No. SACV 01-275 GLT (MLGx) (C.D. Cal.). Ms. Nelson was local counsel for the Lead Plaintiff in these consolidated securities class actions in the United States District Court for the Central District of California, Santa Ana Division. A class settlement for \$150 million was achieved after lengthy pre-trial proceedings.

Godinez, v. Schwarzenegger, et al., Los Angeles Superior Court Case No. BC 227352. Ms. Nelson was one of four counsel for the plaintiffs in this public interest lawsuit filed on behalf of students and community organizations challenging the manner in which the State of California and its various agencies apportioned more than \$2 billion in new school construction funds. Following extensive briefing and hearing on plaintiffs' motion for preliminary injunction, the claims were successfully settled. Issues relating to plaintiffs' counsels' fee application were appealed to the Court of Appeal and resulted in a published opinion affirming the fee award but remanding for further findings. See *Godinez v. Schwarzenegger* (2005) 132 Cal.App.4th 73.

In re Countrywide Financial Corp. Securities Litig., U.S. District Court Case No. CV-07-5295-MRP. Ms. Nelson was Liaison Counsel representing the Lead Plaintiff in consolidated securities class actions filed against Countrywide Financial Corp. and various officers and directors, underwriters and accountants arising out of the sub-prime lending practices.

In re ATM Fee Antitrust Litigation, U.S. District Ct. Case No. CV 04-2676 CRB (N.D. Cal.) Ms. Nelson was one of the counsel for plaintiffs in consolidated antitrust class actions challenging foreign ATM fees charged by a number of banks and other entities.

In re Endosurgical Products Direct Purchaser Antitrust Litigation, U.S. District Court Case No. 05-CV-8809 JVS (Mlx). Ms. Nelson was Liaison Counsel for Co-Lead Counsel in these

consolidated antitrust class action cases. A class settlement valued at in excess of \$20 million was achieved and is currently on appeal.

In re Cosmetics, California Superior Court Coordinated Proceedings No. JCCP Case No. 4056. Ms. Nelson was one of plaintiffs' counsel in coordinated class action proceedings that were litigated in the Marin County Superior Court arising out of antitrust claims asserted by a class of direct purchasers against manufacturers of high-end cosmetics and retailers. A class settlement was achieved valued at in excess of \$100 million.

Grossett v. Wenaas, California Supreme Court Case No. S139285. This is a derivative lawsuit filed in the San Diego Superior Court by a shareholder of JNI Corporation against the company's officers and directors charging them with violations of their fiduciary duties and insider trading with respect to a secondary offering. Ms. Nelson was counsel for the plaintiff along with two other firms. After lengthy and protracted proceedings, the trial court dismissed the case based on a report by a Special Litigation Committee. The company was then purchased and the stockholders were cashed out. The appellate court dismissed the appeal on the grounds that the stockholder lost standing as a result of the merger. The California Supreme Court granted plaintiff's petition for review and affirmed the finding that the sale of the company resulted in a loss of standing to a derivative plaintiff. The decision is *Grossett v. Wenaas* (2008) 42 Cal.4th 1100.

In re Emulex Shareholder Cases, JCCP No. 4194. In these coordinated shareholder derivative cases, Ms. Nelson represented plaintiffs asserting claims against the officers and directors of Emulex Corporation. The cases were resolved in an \$8 million settlement.

In re Intermix Media, Inc. Shareholder Litigation, Los Angeles Superior Court Case No. BC 339083. Ms. Nelson was counsel for certain plaintiffs in three consolidated class action proceedings asserting claims against the officers and directors of Intermix Media Inc. arising out of the sale of the company and its primary asset, MySpace.com, to News Corp. Plaintiffs alleged, among other things, that the defendants failed to maximize the value of Intermix in the sale. Following the dismissal of the claims on demurrer, the Court of Appeal affirmed the trial court's order.

Sanchez v. Survival Insurance Co., Los Angeles Superior Court Case No. BC 225524. Ms. Nelson was one of the attorneys representing plaintiffs in a wage and hour case brought against an insurance broker. Following the issuance of an extensive order certifying the class, the claims were settled for in excess of \$600,000.

Canning v. Music Express, Los Angeles Superior Court Case No. BC 227542. Ms. Nelson was one of the attorneys representing plaintiffs in a wage and hour case brought against a limousine company on behalf of its drivers. The court certified the class and thereafter a \$2.2 million settlement was achieved and approved by the Court.

Westways World Travel, Inc. v. AMR Corp., U.S. District Court Case No. 99-7689 RJT (C.D. Cal.). Ms. Nelson was one of the counsel for plaintiffs in this class action filed on behalf of a class of travel agents against American Airlines and other defendants. Reported decisions may be found at *Westways World Travel, Inc. v. AMR Corp.*, 182 F.Supp.2d 952 (C.D. Cal. 2001) and

218 F.R.D. 223 (C.D. Cal. 2003). Following an appeal from the dismissal of the claims on summary judgment, the Ninth Circuit reversed in part and affirmed in part the grant of summary judgment. In addition, Ms. Nelson was one of the counsel for plaintiffs in a related class action entitled *All World Professional Travel Services, Inc. v. American Airlines, Inc.* U.S. District Court Case No. ED CV 02-849RT (SGL). Reported decisions in *All World* may be found at 282 F.Supp.2d 1161 (C.D. Cal. 2003).

In re Crown Princess Listing Cases, Master Case No. BC356095 (Los Angeles Superior Court). Ms. Nelson was appointed to act as one of the Lead Counsel in more than 250 personal injury lawsuits filed arising out of an accident during which a 3,500 passenger cruise ship keeled over hard after leaving port in Florida in 2006.

In re ZZZZ Best Securities Litigation, Master File No. CV 87-3574 RSWL(Bx) (C.D. Cal.). Corinblit & Selzer was appointed by the Los Angeles federal court as sole lead counsel to represent the plaintiff class of defrauded securities purchasers. The ZZZZ Best fraud was described by the United States Attorney for the Central District of California as “the most massive and elaborate securities fraud perpetrated on the West Coast in over a decade.” In the consolidated class action cases, the court issued several important published rulings sustaining plaintiffs’ claims. *See, e.g., In re ZZZZ Best Securities Litigation*, 864 F.Supp. 960 (C.D. Cal. 1994); and [1990 Transfer Binder] Fed.Sec.L.Rep. (CCH) ¶95,416 (C.D. Cal. 1990). The case was settled for approximately \$40 million in cash.

In re Taxable Municipal Bond Securities Litigation, MDL No. 863 (D. La.). Corinblit & Seltzer was among four firms selected for a leadership role in this consolidated multi-district litigation brought on behalf of defrauded securities purchasers of municipal bonds. After five years of litigation, the case was settled for approximately \$110 million in cash.

Raymark Industries, Inc. v. Stemple, No. 88-1014-K (D. Kan.). Corinblit & Seltzer defended an attorney in an action brought under the RICO statute and state law for alleged fraud in connection with the settlement of a class action case. The firm was successful in obtaining an injunction restraining the prosecution of twelve related actions filed by the plaintiff in federal courts located throughout the United States. After several years of litigation, the case was settled and dismissed.

Biben v. Card, No. 84-0844-CV-W-6 (W.D. Mo.). Corinblit & Seltzer served as co-lead counsel for plaintiffs with Cohen Milstein Sellers & Toll in consolidated securities fraud class action cases. The plaintiffs achieved substantial pretrial victories, including establishing the sufficiency of their claims under the federal securities laws against the director, accountant and attorney defendants in that case and in defeating motions for summary judgment by the insurance carriers for certain individual defendants. The case was settled for approximately \$12 million in cash.

Sanwa Bank California v. Facciani, No. CA001132 (L.A. Sup. Ct.) Corinblit & Seltzer was counsel (together with two other plaintiffs’ firms) for a class of investors in this state court securities case and a companion federal case in which settlements totaling approximately \$26 million were obtained on behalf of the investors.

Schneider v. Traweek, No. CV 88-0905 RG(Kx) (C.D. Cal.). While at Corinblit & Seltzer, Ms. Nelson played a primary role in prosecuting the claims of a class consisting of thousands of investors in eight limited real estate partnerships. In granting plaintiffs' motion for class certification, the court determined that "[t]he qualifications of Plaintiffs' counsel are not at issue, since the Defendants conceded at oral argument that no one questions the ability of the law firm of Corinblit & Seltzer to prosecute this action on behalf of the proposed class." *Schneider v. Traweek*, [1990 Transfer Binder] Fed.Sec.L.Rep. (CCH) ¶95,419 at 97,113 (C.D. Cal. 1990). The case was settled for in excess of \$14 million. Other reported decisions in the case can be found at *Schneider v. Traweek*, [1990 Transfer Binder] Fed.Sec.L.Rep. (CCH) ¶ 95,507 (C.D. Cal. 1990).

In re Domestic Air Transportation Antitrust Litigation, Master File No. 1:90-cv-2485 MHS. Corinblit & Seltzer was appointed by the Atlanta federal court to serve on the Plaintiffs' Steering Committee. The litigation consisted of more than fifty consolidated antitrust class actions. The case was settled for \$50 million in cash and discount travel certificates with a face value of \$408 million, which the Atlanta federal court valued as being worth approximately \$305 million.

Pinto v. Birr Wilson & Co., Inc., No. CA001058 (L.A. Co. Sup. Ct.). Corinblit & Seltzer were sole counsel for a class of municipal bondholders who had been allegedly defrauded. Ms. Nelson was one of the primary attorneys responsible for prosecuting the case. The case was settled for approximately \$1.4 million in cash.

Slaven, et al. v. BP America, Inc., et al., No. CV-90-0705 RJK(JRx) (C.D. Cal.). Ms. Nelson and four other firms prosecuted claims arising out of federal statutory and admiralty law on behalf of a class of businesses who suffered economic losses as a result of a massive oil spill off the coast of Huntington Beach that occurred in 1990. Reported decisions in the case appear at *Slaven v. American Trading & Transp.Co.*, 146 F.3d 1066 (9th Cir. 1998); *Holifield v. BP America, Inc.*, 973 F.2d 1468 (9th Cir. 1992); *Slaven v. BP America, Inc.*, 190 F.R.D. 649 (C.D. Cal. 2000); *Slaven v. BP America, Inc.*, 958 F.Supp. 1472 (C.D. Cal. 1997); *Holifield v. BP America, Inc.*, 786 F.Supp. 853 (C.D.Cal. 1992); *Holifield v. BP America, Inc.*, 786 F.Supp. 840 (C.D. Cal. 1991). The case was settled for in excess of \$6 million.

In re Brand Name Prescription Drugs Antitrust Litig., MDL 997 (E.D. Ill.). This was an antitrust class action against the manufacturers and wholesalers of brand name prescription drugs. Ms. Nelson was one of plaintiffs' counsel in obtaining certification of a class of pharmacies, settling the claims of the class members against certain of the defendants and pursuing remaining claims to trial. Reported decisions are found at *In re Brand Name Prescription Drugs Antitrust Litig.*, 186 F.3d 781 (7th Cir. 1999); 123 F.3d 599 (7th Cir. 1998); 115 F.3d 456 (7th Cir. 1997). The case resulted in settlements of over \$700 million for a class of independent pharmacies.

Porter v. City of Los Angeles, Los Angeles Superior Court Case No. BC119914. While with Corinblit & Seltzer and thereafter, Ms. Nelson was one of three attorneys who prosecuted a class action on behalf of tenants of a building demolished by the City of Los Angeles asserting claims for inverse condemnation and negligence. The claims were settled following class certification and shortly prior to trial for approximately \$4 million.

In re Compact Disc Antitrust Litigation, MDL 1216 (C.D. Cal.). Ms. Nelson was one of plaintiffs' counsel involved in the prosecution of antitrust claims against recorded music distribution companies charging the defendants with price fixing compact discs. Settlements for in excess of \$50 million were obtained in the case.

In re Amgen Inc. Securities Litigation, U.S. District Court Case No. CV 07-2536 PSG (PLAx). Ms. Nelson was Liaison Counsel representing Lead Plaintiff in securities class actions filed against Amgen Inc. arising out of allegations that defendant engaged in off-label marketing and falsely represented the long-term growth prospects of certain pharmaceutical drugs. The district court certified the class and the decision was affirmed by the Ninth Circuit Court of Appeals. *Connecticut Retirement Plans and Trust Funds v. Amgen Inc.*, 660 F.3d 1170 (9th Cir. 2011). The U.S. Supreme Court granted *certiorari* and affirmed the Ninth Circuit in *Amgen Inc. v. Connecticut Retirement Plans & Trust Funds* __ U.S. __, 133 S.Ct. 1184 (2013). A settlement was achieved and granted final approval by the court in 2016.

Steele v. Rambus, Inc. et al., Santa Clara Superior Court Case No. 1-08-CV-113682. Ms. Nelson represented a group of investors who opted out of a prior securities class action alleging that the defendants engaged in a long-term fraudulent scheme of backdating stock option grants to certain officers, directors and employees by failing to properly account for the option grants. A confidential settlement was achieved.

In re TD Ameritrade Account Holder Litigation, Master File No. C-07-2852 VRW (U.S.D.C., N.D. Cal.). Following the denial of final approval of a class action settlement in this case arising out of a security data breach, Ms. Nelson was asked to step into the case to represent the class. A class settlement was achieved providing for up to \$5 million in cash benefits for the payment of class claims. The settlement was granted final approval in August 2011.

In re Toyota Unintended Acceleration Marketing, Sales Practices & Products Liability Litigation, MDL Case No.10ML 02151 JVS (FMOx). Ms. Nelson was one of Plaintiffs' counsel on the initial class action filed against Toyota regarding unintended acceleration. Following the consolidation of the cases by the Judicial Panel on Multi-District Litigation, she was appointed Co-Liaison counsel to State and Federal Cases. Ultimately the economic loss class action cases were settled for \$1 billion.

Archer v. United Rentals, Inc. Los Angeles Superior Court Case No. BC296139. Ms. Nelson was one of two counsel representing plaintiffs in a complex class action involving privacy violations. The case was filed in 2003 and was heavily litigated in the trial and appellate courts until a settlement was achieved and approved in 2015. Numerous appeals and writs were filed and ultimately resulted in a published opinion at *Archer v. United Rentals, Inc.* (2011) 195 Cal.App.4th 807.

Kaewsawang v. Sara Lee Fresh, Inc., Los Angeles Superior Court Case No. BC360109. Ms. Nelson was brought in to prosecute antitrust claims in this class action involving distributors of baked goods. After the granting of a demurrer on Cartwright Act claims, Ms. Nelson successful obtained review on a writ of the issues and obtained an unpublished opinion from the California

Court of Appeal, Second Appellate District, at *Kaewsawang v. Sara Lee Fresh, Inc.* (2012) 2012 WL 1548290. A class settlement in the amount of \$14.5 million was achieved and granted final approval.

Orthopedic Systems, Inc. v. Schlein, Alameda Superior Court Case No. RG-05-210781. Ms. Nelson represented a physician in a contract dispute arising out of the licensing of a medical device. When the licensing company stopped paying royalties and sued for declaratory relief, Ms. Nelson counter-sued on behalf of the physician. In 2008, she tried the issues in a three-week jury trial. Ms. Nelson achieved a significant victory on behalf of her client and thereafter was primary counsel on the appeal and cross-appeal. The appellate court issued its published opinion in 2012 which resulted in a \$4 million outcome for her client. *Orthopedic Systems, Inc. v. Schlein* (2012) 202 Cal.App.4th 529.

Allen v. Hyland's Inc., Case No., 2:12-cv-01150 DMG (MANx). This is a consumer class action involving homeopathic products which was prosecuted in the U.S. District Court for the Central District of California. Ms. Nelson was one of counsel for plaintiffs and they achieved certification of a class and she and co-counsel ultimately tried the case in 2015. The trial resulted in a verdict for the defendants and the matter was appealed and affirmed and reversed in part.

Sanchez v. California Public Employee's Retirement System, et al. Los Angeles Superior Court Case No. BC517444. This is a class action involving claims by purchasers of long term care insurance from CalPERS. Ms. Nelson along with co-counsel have successfully overcome demurrers, motions for summary judgment and have achieved certification of a class. In addition, a settlement with other defendants named in the case was achieved in 2017 for \$10 million and the settlement was granted final approval. The case against CalPERS started the first two phases of the trial in June 2019.

Conception Boat Fire Cases. Los Angeles Superior Court. Ms. Nelson was recently one of the Plaintiff's counsel appointed as Co-Lead Counsel in multiple cases filed arising from the Conception boat fire of the coast of Santa Barbara.

In addition, to the foregoing, Ms. Nelson has handled numerous individual maritime cases against cruise lines filed in the State and Federal Courts as well as numerous individual cases against governmental entities and private companies and individuals.

Gabriel Barenfeld. Mr. Barenfeld focuses his practice on consumer and employment class actions, securities litigation, FINRA Arbitrations and business litigation. He also has experience handling products liability cases ranging from automotive products to medical devices. Mr. Barenfeld has successfully argued appeals before the California Court of Appeal and has participated in trials in federal and state courts. Additionally, Mr. Barenfeld has represented clients in various arbitral forums, including the International Centre for Dispute Resolution (American Arbitration Association).

A list of representative cases, among others, in which Mr. Barenfeld has had a substantial role during his career is set forth below:

Dyer v. Childress, Los Angeles Superior Court, Case No. BC 334445. Successfully defeated an appeal by a major movie studio and other defendants of the trial court's denial of an anti-SLAPP motion. The opinion is published at *Dyer v. Childress* (2007) 147 Cal.App.4th 1272.

Steele v. Rambus, Santa Clara Superior Court, Case No. 08-cv-113682. Successfully defeated a demurrer brought by the corporate issuer's outside auditor in a stock option backdating case. Represented claimant in an unauthorized trading case against a brokerage firm and two of its brokers before the Financial Industry Regulatory Authority (FINRA), which resulted in a substantial settlement.

Represented multiple clients in an unsuitability case against a brokerage firm before the Financial Industry Regulatory Authority (FINRA), resulting in a substantial settlement. Represented plaintiff in a bad faith insurance action, which resulted in a very favorable settlement while the jury was deliberating.

In a claim before the International Centre for Dispute Resolution (American Arbitration Association), represented a Panamanian title insurance agency against a large domestic title insurance company in a breach of contract dispute. The case was successfully resolved.

Orthopedic Systems, Inc. v. Schlein, Alameda Superior Court, Case No. RG-05-210781. Prepared appellate briefs in breach of contract/intellectual property lawsuit on behalf of a physician who was denied royalties by a company that licensed his orthopedic device. The jury verdict was affirmed by the Court of Appeal.

Parry v. Farmers Insurance Exchange et al., Los Angeles Superior Court Case No. BC683856. This was a class action brought on behalf of Farmers agents challenging Farmers' classification of the agents as independent contractors. Over vigorous opposition, Plaintiffs' counsel certified a class and thereafter the case was settled for \$75 million.