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 10 Employees of the City of Stockton, Shelley Green,  
 11 Patricia Hernandez, Reed Hogan, Glenn E.  
 12 Matthews, Patrick L. Samsell, Alfred J. Siebel,  
 13 Brenda Jo Tubbs, and Teri Williams on Behalf of  
 14 Themselves and Others Similarly Situated

15 **UNITED STATES BANKRUPTCY COURT**  
 16 **EASTERN DISTRICT OF CALIFORNIA – SACRAMENTO DIVISION**

17 In re:  
 18 CITY OF STOCKTON, CALIFORNIA,  
 19 Debtor.

20 Case No. 12-32118  
 21 Chapter 9

22 ASSOCIATION OF RETIRED EMPLOYEES  
 23 OF THE CITY OF STOCKTON, a nonprofit  
 24 California corporation, SHELLEY GREEN,  
 25 PATRICIA HERNANDEZ, REED HOGAN,  
 26 GLENN E. MATTHEWS, PATRICK L.  
 27 SAMSELL, ALFRED J. SIEBEL, BRENDA  
 JO TUBBS, TERI WILLIAMS, on Behalf of  
 Themselves and Others Similarly Situated,

Adv. No.  
 DECLARATION OF SYLVIA RAMIREZ  
 IN SUPPORT OF APPLICATION FOR  
 TEMPORARY RESTRAINING ORDER  
 OR RELIEF FROM STAY

Plaintiffs,  
 vs.  
 CITY OF STOCKTON, CALIFORNIA,  
 Defendant.

1 I, Sylvia Ramirez, declare:

2 1. I have personal knowledge of the facts set forth in this declaration and, if called as  
3 a witness, I could and would testify competently to these facts under oath.

4 2. I was Secretary to the City’s Employee Relations Officer, George Bist, from 1989  
5 to 1997. During this period, I attended the meetings in which George Bist met with  
6 representatives of the City employee labor groups in negotiations over the terms and conditions  
7 to be included in Memorandums of Understanding between the employee group and the City.  
8 During some of these meetings, George Bist discussed medical plan cost saving measures and  
9 medical plan benefit changes with the representatives of the employee groups.

10 3. During those discussions, representatives from the San Joaquin Public Employees’  
11 Association (SJPEA) and the Operating Engineers Local No. 3 (OE3) bargaining group,  
12 specifically, asked for clarification of the meaning of language from the Employee Relations  
13 Officer with regard to section 6.17 of the Modified Employee Medical Plan effective and dated  
14 January 1, 1993. George Bist informed the bargaining group representatives that Section 6.17 is  
15 simply to be used as an administrative measure to allow the City to make language changes to  
16 the plan, if and when the City needed to comply with state or federal regulations. However,  
17 upon continued concerns from the bargaining group on the City’s proposed language of section  
18 6.17 in its meaning and application, George Bist advised the bargaining groups that he would  
19 consult with the City Attorney’s Office to review the proposed language, and also meet with and  
20 discuss said language with City Manager Dwane Milnes to ensure all parties had the same  
21 understanding.

22 4. After a discussion with the City Attorney’s Office and the City Manager, George  
23 Bist informed and assured SJPEA and OE3, and all other bargaining groups, thereafter, that the  
24 purpose and application of Section 6.17 were simply to make any immediate and necessary  
25 changes, without a meet and confer, and complying with consent requirements from the  
26 bargaining groups or retirees, if and when the City needed to:

- 27 a. comply with state or federal regulations,
- 28 b. change plan administrators or network providers, and/or

c. implement any cost savings measures to the plan, without any employee/retiree cost changes, benefit reduction or plan termination.

Mr. Bist further explained that under this language the City would not reduce retiree medical benefits without the approval of the retirees. He said that the City would continue to pay the full costs of medical benefits for retirees after their date of retirement and this language would not change that obligation.

5. Subsequently, and based on the Employee Relations Officer language clarification, SJPEA, OE3 and all other bargaining groups agreed to the language contained in the Modified Employee Medical Plan document effective and dated January 1, 1993, to include section 6.17.

I declare under penalty of perjury under the law of the United States of America that the foregoing is true and correct and that this declaration was executed in, Stockton, California on July 06, 2012.

  
Sylvia Ramirez