

IN THE SUPREME COURT OF CALIFORNIA

CATHY LEXIN et al.,)	
)	
Petitioners,)	
)	S157341
v.)	
)	Ct.App. 4/1 D049251
THE SUPERIOR COURT OF SAN)	
DIEGO COUNTY,)	San Diego County
)	Super. Ct. No. SCD190930
Respondent;)	
)	
THE PEOPLE,)	
)	
Real Party in Interest.)	
_____)	

MODIFICATION OF OPINION

THE COURT:

The opinion herein, appearing at 47 Cal.4th 1050, is modified as follows:

1. The second full paragraph appearing in 47 Cal.4th at page 1066 is deleted in its entirety and replaced with the following text: “Negotiations with the Firefighters and its president and lead negotiator, defendant Ronald Saathoff, involved a unique issue. Some union presidents, including Saathoff, were paid by their unions for serving as president. Beginning in approximately 1989, the POA president began contributing to his pension based on the president’s salary paid him by his union. In 1997, the MEA president secured the same right.”

2. In the first sentence of the third full paragraph appearing in 47 Cal.4th at page 1066, the words “the same” are replaced with “similar.”

3. The last sentence in footnote 21 appearing in 47 Cal.4th at page 1093 is deleted. The footnote now reads: “In passing, we note that the charter authorization for the SDCERS Board to set contribution rates refutes the City’s argument that the Board’s actions in approving the MP2 were ultra vires. In approving the MP2, the Board was setting future contribution rates, as it was authorized, and indeed obligated, to do.”

4. The last full paragraph appearing in 47 Cal.4th at page 1101 is deleted in its entirety and replaced with the following text: “We turn to the separate question of Ronald Saathoff’s financial interests. The record discloses that in 2002, the San Diego City Council approved a pension benefit that uniquely benefitted Saathoff as the incumbent president of the Firefighters: he would be permitted to make pension contributions based on his union salary *and* his City salary, and would have his eventual pension calculated based on his combined salary. At the same time, the city council voted that no future union president would receive this benefit; henceforth, union presidents’ pension benefits would be calculated based only on their City salary. As the Lexin defendants note, the presidents of the POA and the MEA, who it appears earned no City salary, previously had been granted the right to make pension contributions based on their union president salaries, but this only underlines the point that the benefit approved for union presidents in 2002, and denied prospectively to all future union presidents, was uniquely advantageous to Saathoff. As such, it could be found to be an individually tailored benefit that raised the prospect of favoritism or more nefariously — under the People’s theory here — buying off a key vote, the person who ‘runs the show’ at SDCERS.”

This modification does not affect the judgment.