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**BEFORE THE BOARD OF THE
MENDOCINO COUNTY EMPLOYEES RETIREMENT ASSOCIATION**

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PHILLIP PINTANE,

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Claimant,

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vs.

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MENDOCINO COUNTY
EMPLOYEES RETIREMENT
ASSOCIATION

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Respondent.

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CLAIMANT'S REPLY BRIEF

Date: April 15, 2026
Time: 8:30 am
Location: 625 Kings Court, Suite B
Ukiah, CA 95482

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In Respondent's argument, where it alleges that a mistake must have been made in assigning Mr. Pintane to Tier 1, Respondent continues to fail to explain who made the mistake, or when the mistake was made.

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Mr. Pintane believes there is evidence that an MOU was consummated between the bargaining units to which Mr. Pintane belonged, and the County, that would have provided for his being a Tier 1 employee upon his promotion within the Sheriff's department.

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Respondent has not identified any documents that deal with that MOU, even though that agreement may answer some of the questions that MCERA can't answer.

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The Respondent cites *Medina v Board of Retirement*, (2003) 112 Cal.App.4th 864 for the proposition that the Claimant has no rights to continued benefits that were miscalculated 32 years ago.

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In *Medina* the Respondent Board mistakenly failed to reclassify the claimants,

1 who were originally designated safety members while they were employed as Sheriff's
2 deputies, after they went to work as attorneys for the District Attorney's office, where
3 they were clearly not safety members. Here the claimant never changed his job as a
4 safety member. *Medina* does not support what the Respondent argues, and is inapposite
5 in this matter. Unlike in *Medina*, Claimant has not argued that MCERA cannot correct
6 mistakes.

7 In *Medina*, as opposed to the current case, the Respondent Board returned the
8 money to the claimants which they'd paid into the system based on their "mistaken"
9 membership status. That has not happened in this case. MCERA has not returned the
10 excess payments Mr. Pintane has paid into the system, and has been using Mr. Pintane's
11 contributions to the retirement plan, for its own uses, for over 32 years!

12 What Mr. Pintane argues is that MCERA is estopped from unilaterally changing
13 his bargained for benefits. In addition to the cases cited below, this argument is
14 supported by the *Medina* decision.

15 **Estoppel**

16 In the matter of *City of Long Beach v. Mansell* (1970) 3 Cal.3d 462, which is cited
17 by the *Medina* court, the court established the elements required to entitle a party to
18 assert estoppel against a governmental agency as (1) the party to be estopped was
19 apprised of the facts, (2) the party to be estopped intended by conduct to induce reliance
20 by the other party, or act so as to cause the other party reasonably to believe reliance was
21 intended, (3) the party asserting estoppel was ignorant of the facts, and (4) the party
22 asserting estoppel suffered injury in reliance on the conduct. (Notably, in *Crumpler v*
23 *Board of Administration* (1973) 32 Cal.App.3d 567, a case cited by the Respondent, the
24 court also adopted the *Medina* analysis of estoppel as it applies to government agencies.
25 However the Respondent's reliance on *Crumpler* is inapposite to this matter in other
26 aspects.)

27 As to element (1) of the *Medina* analysis, Mr. Pintane alleges that MCERA had
28 all the facts it needed to establish his correct membership Tier. The Respondent admits

1 that fact in its pleadings. Mr. Pintane's Safety Tier 1 status is verified in the "Retirement
2 Ledger", dated 12/31/93, which is enclosed in both Respondent's Exhibit 4, and
3 Claimant's opening brief, his Tier 1 status is marked as such clearly in **red**.

4 As to element (2), it took MCERA 17 years to make the change in Mr. Pintane's
5 membership status. That is evidence that proves that it intended Mr. Pintane to stay on
6 the job as a sheriff's deputy in reliance on the promised benefit.

7 As to element (3), there is no evidence, whatsoever, that Mr. Pintane knew that a
8 "mistake" had taken place and, in the face of that undisputed fact, continues to deny that
9 a mistake was made in assigning him to Tier 1.

10 As to element (4), as he has testified, Mr. Pintane has based all the financial
11 decisions he has made since retirement on the promises that were made to him.

12 In *Crumpler* the court held that the Respondent Board could reclassify the
13 membership of an employee, Nunc pro tunc, yet the deleterious effect of any
14 reclassification could be averted on a theory of estoppel. In *Crumpler*, animal control
15 officers were originally assigned safety membership but were later designated
16 miscellaneous members. In this case, Mr. Pintane joined MCERA as a Sheriff's deputy,
17 clearly a safety employee. Throughout out his employment he remained a Sheriff's
18 deputy. His essential duties never changed. It was logical to assign him Tier 1
19 membership and keep him there.

20 The Respondent cites to a number of authorities to support its position that
21 estoppel is not available to a claimant when to employ it would defeat a strong public
22 policy. Respondent fails, however, to allege what "strong public policy" prevents it from
23 returning to its retirees the funds which the said retirees have deposited with it. These
24 are the funds it promised to pay back to them in consideration of their remaining on the
25 job and making payments towards MCERA retirement funds.

26 The cases cited by Respondent, which the Respondent argues shield it from an
27 estoppel argument, all use the term "grave injustice" to describe cases that warrant
28 estoppel. Mr. Pintane submits that for MCERA to go back on its promise to aid him in

1 his retirement, after 27 years of service, is the essence of a grave injustice and the
2 epitome of an unjust enrichment of Respondent.

3 *In Longshore v County of Ventura* (1979) 25 Cal.3d 14, the court discussed the
4 different adverse effects that changes in current compensation, versus changes in long-
5 term retirement benefits, have on established public policy. In that case the court found
6 that the long term effect of changes in retirement programs, having a greater effect on
7 employees' long-term well-being, outweigh adverse effects on public policy. Thus an
8 estoppel defense to an agency decision regarding a retirement plan is more likely to be
9 successful.

10 **Gift of Public Funds**

11 Respondent argues the *City of Oakland v Oakland Police and Fire* (2014) 224
12 Cal.App.4th 210 does not support Mr. Pintane's position while, in fact, the same
13 principles apply in this matter as in *City of Oakland*. Just as in *Oakland*, the Respondent
14 herein intends to keep funds deposited by Mr. Pintane, which he paid to MCERA in
15 order to obtain the benefits that were to flow to him as a result of those payments, and
16 to put those funds to use for the benefit of other members. This is not just unfair, and a
17 breach of Mr. Pintane's agreement with MCERA, but a clear breach of the Respondent's
18 fiduciary duty to Mr. Pintane.

19 Mr. Pintane points to the way he was treated in 2011 when MCERA incorrectly
20 designated him as 100% disabled upon retirement when, by law, he could only be
21 designated 50% disabled. Because of that mistake Mr. Pintane was require to amend
22 three years of tax returns and pay penalties for his original returns which were based on
23 MCERA's mistake.

24 Ultimately, MCERA repaid Mr. Pintane the amount he had to pay in penalties as
25 well as his accounting costs incurred by their mistake. How can it be said that paying
26 Mr. Pintane what the Respondent agreed to pay him is more of a gift of public funds than
27 compensating him for his tax penalties and accounting costs.

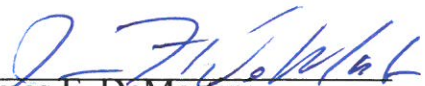
28 Mr. Pintane also points to the actions of both the Mendocino County Board of

1 Supervisors and MCERA when, contrary to their own resolutions passed in 1970 and
2 1980, denying employees the ability to purchase extra service years, he was permitted
3 to buy three years of service time in order to enhance his retirement. Why was that gift
4 of public funds different than is being sought in this case?

5 Claimant submits that it is only fair and proper for this Board to instruct MCERA
6 to continue his retirement benefits at the Tier 1 level that formed the basis of the
7 employment agreement underwhich he worked for the County of Mendocino for 27
8 years.

9 Respectfully submitted,

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12 Dated: April 9, 2026


13 James F. DeMaffini
14 Attorney for Philip Pintane
15 Claimant
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1 **PROOF OF SERVICE**

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3 I am over the age of eighteen and not a party to this action. I am a citizen of the
4 United States and am employed in Sonoma County, California. My business address is
5 115 West First Street, Cloverdale, California.

6 On April 10, 2026, I served the attached:

7
8 • **CLAIMANT'S REPLY BRIEF**

9 on the parties to this action as follows:

10 Mendocino County Employees Retirement Association
11 Doris L. Rentschler, CFP
12 Executive Director
13 625-B Kings Court
Ukiah, CA 95482
doris.rentschler@mendocinocounty.gov

Alexander Westerfield
Attorney at Law
NOSSAMAN LLP
50 California Street, 34th Floor
San Francisco, CA 94111
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15 // **(BY MAIL)** I placed each such sealed envelope, with postage fully paid for first
16 class mail, for collection and mailing at Cloverdale, California, following ordinary
17 business practices. I am readily familiar with the practice for processing of
18 correspondence, said practice being that in the ordinary course of business,
19 correspondence is deposited in the United States Postal Service at the Cloverdale Post
20 Office the same day as it is placed for processing.

21 / / **(BY PERSONAL SERVICE)** By personally delivering a copy of said
22 document(s) to counsel listed above.

23 /XX/ **(BY ELECTRONIC MAIL)** I caused said document(s) to be e-mailed to each
24 addressee's e-mail address. (Civ. Proc., § 101 0.6(e).)

25 I declare under penalty of perjury under the laws of the State of California that
26 the foregoing is true and correct and that this declaration is executed on April 10,
27 2026, at Cloverdale, California.

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KORI FINCHER