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12 **SAN BERNARDINO COUNTY EMPLOYEES' RETIREMENT ASSOCIATION**
13 **BOARD OF RETIREMENT**

14) Administrative Appeal
15) File No. 21-1006-1095.8.002R-PL
16)
17) *Assigned to: Duane E. Bennett*

18 In the Matter of: *Alameda* Administrative Appeal of
19 CLINICAL LABORATORY SCIENTISTS
20 (Formerly known as Professional Lab Technicians)

21 **RESPONDENT SAN BERNARDINO COUNTY**
22 **EMPLOYEES' RETIREMENT**
23 **ASSOCIATION'S REPLY IN OPPOSITION**
24 **TO APPELLANTS' OBJECTIONS TO THE**
25 **HEARING OFFICER'S PROPOSED**
26 **FINDINGS OF FACT AND**
27 **RECOMMENDATION**

Exhibit D: Page 2

TABLE OF CONTENTS

Page(s)

1

2

3

4

5 I. INTRODUCTION3

6 II. BACKGROUND3

7 III. ARGUMENT5

8 A. The Hearing Officer correctly resolved the dispositive facts.5

9 1. D06 compensates for additional services outside normal working hours.....5

10 2. D06 is earned on a voluntary basis.7

11 B. Appellants’ objections side-step the dispositive question and fail on the record.8

12 1. Objection A (“D06 Shifts Are Mandatory”) fails because Appellants

13 conflate mandatory coverage with mandatory assignment to CLSs’ tour of

14 duty.8

15 2. Objection B (“D06 Pay is a Differential”) fails because D06 is per-service

16 compensation for a discrete additional shift, not an hourly premium

17 layered on top of base wages for scheduled work.9

18 3. Objection C (“D06 Shifts Are Part of Regularly Scheduled or Normal

19 Working Hours”) fails because the record shows D06 falls outside any

20 CLS’s tour of duty and is administered differently from scheduled work.10

21 4. Appellants’ equity arguments do not overcome the statutory exclusions,

22 and the record defeats the premise that excluding D06 “punishes”

23 cooperation.....11

24 IV. CONCLUSION.....12

25

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27

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1 **I. INTRODUCTION**

2 This appeal turns on a narrow issue: whether D06 compensates Appellants¹ for work performed
3 during their “normal working hours.” The record is clear: it does not. At the hearing, evidence established
4 that D06 is offered only for the Friday and Saturday overnight shift, from 11:30 p.m. to 7:30 a.m, for
5 which Appellants signed up to work *in addition to* their regular shifts. Thus, that weekend overnight shift
6 does not correspond to any CLS’s assigned normal working hours and is filled through voluntary sign-
7 ups. D06 compensation is calculated by the number of tests or orders processed, not by hours worked, and
8 CLSs receive no hourly wages during D06 shifts. Consistent with that structure, a CLS who declines or
9 misses a D06 shift does not use paid leave. Payroll data, moreover, confirms that CLSs—including
10 Appellants—worked D06 irregularly, not on any regular schedule or rotation.

11 The Hearing Officer’s Proposed Findings and Recommendation correctly synthesize this record
12 and correctly apply the governing statutes. The Hearing Officer recognized what the testimony and record
13 made clear: D06 is a unique, per-service payment offered to any qualified CLS who volunteers to provide
14 additional services outside of their normal working hours (i.e., outside of their assigned and regular shift).
15 Appellants’ January 9, 2026, objections do not disturb that conclusion. They repackage policy concerns
16 and hypotheticals that the Hearing Officer addressed directly, and they continue to evade the controlling
17 question in this appeal: whether D06 compensates work performed during Appellants’ normal working
18 hours.

19 Because the Hearing Officer’s analysis is correct and because the evidentiary record confirms each
20 of the dispositive facts, the Board should overrule the objections and adopt the Recommendation.

21 **II. BACKGROUND**

22 CERL and PEPRA supply the pensionability rules that govern SBCERA. PEPRA became effective
23 on January 1, 2013. It established a new pensionability framework for members whose membership
24 postdated PEPRA and, in the process, substantially amended CERL. As a result, SBCERA must exclude
25 “payments for additional services rendered outside of normal working hours” from “compensation
26 earnable,” which is used to calculate retirement allowances under CERL. (Gov. Code, § 31461 (“Section
27

28 ¹ This brief incorporates by reference all abbreviations and shorthand defined in SBCERA’s Pre-Hearing Brief.

Exhibit D: Page 4

1 31461”), subd. (b)(3).) The same category of payments must also be excluded from “pensionable
2 compensation,” which is used to calculate retirement allowances under PEPRA. (Gov. Code, § 7522.34,
3 subd. (c)(6).) Both statutory exclusions apply to any member who retires on or after January 1, 2013,
4 from a California public retirement system that is subject to them.

5 Because litigation challenging PEPRA’s amendments to Section 31461 was filed soon after
6 PEPRA’s enactment, SBCERA did not implement those amendments until the Supreme Court resolved
7 the coordinated litigation against three other CERL systems that resulted in *Alameda County Deputy*
8 *Sheriff’s Assn. v. Alameda County Employees’ Retirement Assn.* (2020) 9 Cal.5th 1032. *Alameda* held
9 unequivocally that CERL systems must apply the PEPRA amendments to Section 31461 and that members
10 have no contractual, equitable, or constitutional rights to preexisting practices inconsistent with the statute.
11 (*Id.* at pp. 1067, 1069, 1074, 1103.) After *Alameda*, SBCERA evaluated its application of compensation
12 earnable rules and determined that D06 was remuneration for additional services rendered outside normal
13 hours and must be excluded from retirement allowance calculations. (1 AR-105–108 [Resolution No.
14 2020-9], 121 [compensation earnable table].) SBCERA then adopted Resolution No. 2020-9 excluding
15 D06 from compensation earnable. (1 AR-105–0108, 121, 1369 [proposed Resolution No. 2024-6].) The
16 Board provided affected retirees an avenue to challenge that exclusion through an appeal process. (1 AR-
17 182–189 [Amended Resolution No. 2020-8.02], 1369.)

18 One appeal by CLSs at ARMC resulted in a hearing officer recommendation in 2022 (the “2022
19 Decision”), which concluded that D06 constituted differential pay for work performed during normal
20 working hours and therefore qualified as compensation earnable. (3 AR-0794–0802 [2022 Decision].) The
21 Board adopted the 2022 Decision, and SBCERA moved to implement it. (5 AR-1321 [Board Meeting
22 Minutes (01.06.2022)], 1326 [SBCERA letter to L. Chesonis].) During implementation, staff requested
23 additional information from San Bernardino County Human Resources (“County HR”). (5 AR-1332–1336
24 [email correspondence with County HR], 1364–1365 [staff report encouraging adopting on Resolution
25 No. 2024-6].) County HR’s responses showed that the underlying facts differed materially from the picture
26 reflected in the 2022 Decision. In particular, D06 was not paid as a differential, meaning an hourly
27 premium or incentive layered *on top of* base wages for the same services, but as a per-service payment
28 earned only during separate additional shifts apart from the services compensated by base wages. (Ex. 2

Exhibit D: Page 5

1 at p. 12; 5 AR-1332–1336, 1364–1365.) Those D06 shifts consist of voluntary overnight coverage between
2 11:30 p.m. and 7:30 a.m. on Fridays and Saturdays. (Ex. 2 at p. 12; 5 AR-1333.) One (or more) CLS works
3 those voluntary extra shifts and receives \$10 per lab test processed.

4 After SBCERA presented this information to the Board in December 2024, the Board directed a
5 *de novo* remand to a hearing officer and ordered development of a factual record through live testimony,
6 rather than reliance on a documentary record alone, as had been the basis for the 2022 Decision. (Compare
7 2 AR-286–288 [2021 Notice of Assignment] with 5 AR-1381–1386 [2025 Notice of Remand].) The
8 remand identified five issues for adjudication: (1) the Appellants’ regular working hours and standard
9 schedules; (2) the distinctions between differential and standby pay; (3) the work for which Appellants
10 receive D06; (4) whether the work for which Appellants receive D06 is within or outside of Appellants’
11 normal working hours; and (5) whether SBCERA must exclude D06 from Appellants’ retirement
12 allowance calculations under Government Code sections 7522.34 and 31461. (July 9, 2025, Prehearing
13 Conference Order (the “July 9 Order”).)

14 The hearing was held on September 29, 2025, and on December 27, 2025, the hearing officer
15 issued his Proposed Findings of Fact and Recommendation (the “Recommendation”), concluding that the
16 law requires the Board to deny the appeal. Appellants submitted objections on January 9, 2026.

17 **III. ARGUMENT**

18 **A. The Hearing Officer correctly resolved the dispositive facts.**

19 The Hearing Officer correctly concluded that D06 is paid for voluntary additional services outside
20 normal working hours and therefore must be excluded. (Recommendation at pp. 28–31; Gov. Code, §
21 31461, subd. (b)(3); Gov. Code, § 7522.34, subd. (c)(6).)

22 **1. D06 compensates for additional services outside normal working hours.**

23 The Hearing Officer began by recognizing that the parties agreed D06 is a novel payment with no
24 clear precedent, so its pensionability turns on the evidence of how the County actually administers it.
25 (Recommendation at p. 22.) Although Appellants and the MOU describe D06 as a “differential,” the
26 Hearing Officer found it was clear from the hearing that D06 does not apply to hourly rate, per diem, base
27 salary, or minimum wage calculations. (Recommendation at p. 22.) He found D06, also referred to as
28 “Night Standby,” is structured as pay “per call for service” and agreed that the County does not routinely

Exhibit D: Page 6

1 pay CLSs a flat salary based on the number of tests performed. (Recommendation at p. 22.) From those
2 facts, he correctly concluded D06 cannot be treated as part of “normal salary for routine duties”—instead
3 it reflects compensation for additional services. The Hearing Officer further reasoned that this left open
4 the questions of (1) whether those services are performed within normal working hours and (2) whether
5 they are voluntary or required. (Recommendation at p. 22.)

6 The Hearing Officer first determined that D06 is not received for work within normal working
7 hours. In the findings, he concluded that D06 is paid only when CLS employees work overnight shifts on
8 Fridays and Saturdays and is calculated per call or test performed, not by the hour or for mere availability.
9 (Recommendation at p. 28.) He further found, and the record supports, that no tour of duty includes
10 coverage for the D06 shift and that each Appellant worked a Sunday through Thursday, or a weekend
11 daytime or evening, base schedule with no base assignment to the weekend Night Standby/D06 shift.
12 (Recommendation at p. 28; Tr. 38: 10–13, 39:20–21, 39:5–11, 23–24, 40:7–11.) He also relied on evidence
13 that D06 shifts do not count toward overtime thresholds and that a CLS must use leave to miss a regularly
14 assigned shift but is not required to use leave to miss a D06 shift, which supported his conclusion that D06
15 work falls outside the normal schedule. (Recommendation at p. 26; Tr. 128:13–23, 143:16–144:3.) As the
16 Hearing Officer aptly analogized,

17 [O]ne would call [the Night Standby/D06 shift] system ‘extra credit,’ where a student is
18 not required to do additional work but chooses to do extra work in order to enhance a grade.
19 Such extra credit work is done at the student's discretion, outside the boundaries of the
assignment and on a voluntary basis.

20 (Recommendation at p. 26.) D06 operates in the same way: CLSs are not required to work these shifts,
21 the shifts are not part of any assigned tour of duty, and the compensation is earned only if the employee
22 elects to perform additional work beyond the normal schedule. (Recommendation at p. 25–28.)

23 Against that factual backdrop, the Hearing Officer correctly rejected characterizing D06 as a
24 traditional shift differential because it is paid per call and does not correlate with per diem, hourly pay,
25 wage percentages, salary, or similar wage-based measures. (Recommendation at p. 23.) He explained that
26 D06 functions as a “differential” only in the colloquial sense of providing an incentive for weekend work,
27 but has “no actual correlation” to a wage differential as that concept is ordinarily understood, and “appears
28 to be a misnomer.” (Recommendation at p. 23.) The Hearing Officer observed that Amy McNerny,

Exhibit D: Page 7

1 SBCERA’s Chief Financial Officer, confirmed that distinction, testifying that a differential adds pay “on
2 top” of an employee’s regular hourly rate for regular work, whereas D06 is paid per call for work not
3 performed on any regular schedule. (Recommendation at p. 23; Tr. 164:10–18, 164:21–165:7, 174:18–20,
4 192:8–10.) The Hearing Officer also relied on the MOU’s shift-differential provisions, which provide
5 hourly add-ons for employees required as part of an assigned schedule to work evening or night shifts,
6 and correctly found that framework does not fit a per-service D06 payment that corresponds to a different
7 time period than an individual’s regular shift. (Recommendation at pp. 23–24; Ex. 2 at p. 12.)

8 For similar reasons, the Hearing Officer found D06 cannot be characterized as overtime or piece-
9 rate pay. (Recommendations at p. 25.) He instead concluded D06 is a unique form of incentivized per-
10 service compensation that is not tied to base salary or wages and, in theory, could result in no
11 compensation if no calls or tests are performed. (Recommendation at pp. 25–26; Tr. 123:17–124:10.)

2. D06 is earned on a voluntary basis.

12 The Hearing Officer likewise determined, correctly, that D06 is earned through voluntary sign-ups
13 rather than as a required tour-of-duty assignment. (Recommendation at pp. 25–26, 29.) He found that
14 because D06 is earned “on a strictly voluntary basis,” it is “for additional work after normal working
15 hours;” accordingly, D06 services are not work performed during normal work hours because they are
16 performed as “voluntary extra work.” (Recommendation at p. 25.) He credited the testimony of Carlos
17 Prieto, ARMC’s Associate Hospital Administrator responsible for overseeing the clinical laboratory,
18 describing weekend Night Standby work as voluntary, sign-up based, discretionary, and not something
19 management could mandate absent a negotiated agreement. (Recommendation at p. 26.) He accepted
20 Prieto’s testimony that a CLS may refuse a D06 shift without consequences. (Recommendation at pp. 12,
21 25–26.) He also found that, even though Appellants’ witnesses suggested D06 could be required in theory,
22 they still testified that D06 “has always been performed on a voluntary sign-up basis,” and that *no witness*
23 *identified an instance when a CLS was forced to work the Night Standby shift.* (Recommendation at p.
24 26.)

25 Finally, the Hearing Officer addressed the hypothetical “mandatory” scenario by explaining that
26 D06 could be analyzed differently if management mandated weekend Night Standby as part of the tour of
27 duty. (Recommendation at pp. 27–28.) However, he found insufficient evidence that management has ever
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Exhibit D: Page 8

1 exercised such a right or disciplined a CLS for failing to work the shift. (Recommendation at pp. 27–28.)
2 Based on that record, he concluded that D06 work performed on a strictly voluntary basis constitutes
3 discretionary additional services outside normal working hours that falls within the statutory exclusion.
4 (Recommendation at pp. 29–30; Gov. Code, § 31461, subd. (b)(3); Gov. Code, § 7522.34, subd. (c)(6).)

5 **B. Appellants’ objections side-step the dispositive question and fail on the record.**

6 **1. Objection A (“D06 Shifts Are Mandatory”) fails because Appellants conflate** 7 **mandatory coverage with mandatory assignment to CLSs’ tour of duty.**

8 Appellants contend that “D06 shifts themselves are mandatory,” relying on the premise that Title
9 22 requires continuous emergency laboratory services. (Objections at p. 2.) Even accepting that premise
10 at face value, it does not resolve the statutory inquiry here, which turns on whether Appellants received
11 D06 in exchange for work performed during their normal working hours. (Gov. Code, § 31461, subd.
12 (b)(3); Gov. Code, § 7522.34, subd. (c)(6); Recommendation at p. 29.)

13 On that dispositive question, the record is clear. D06 coverage is not staffed as a mandatory tour-
14 of-duty assignment. Ronald Sanchez, a retired SBCERA member who worked as a CLS at ARMC from
15 1981 until retirement and later served as a supervising CLS, explained that, during his tenure supervising
16 the lab, D06 shifts were staffed by circulating a spreadsheet among qualified CLSs and having those CLSs
17 sign up for whichever weekend night shifts they were able to work. If a CLS was available for a particular
18 Friday or Saturday night, they signed up; if not, the supervisor moved to the next person. (Tr. 41:13–42:6,
19 44:24–45:6, 46:1–47:2, 55:12–21, 58:12–18.) Sanchez testified that if gaps remained after sign-ups,
20 supervisors could ask additional CLSs to take shifts, but he never compelled anyone to work a D06 shift
21 during his four years as a supervisor. (Tr. 47:3–8, 56:17–57:2.) Sanchez also testified that he personally
22 worked roughly 200 D06 shifts by signing up for “every single one,” and that he was never assigned a
23 D06 shift by management. (Tr. 54:10–20.)

24 Martin Santoyo, a current CLS at ARMC who has worked D06 shifts, testified consistently. He
25 explained that weekend overnight coverage is filled through monthly sign-up sheets, with CLSs
26 volunteering for shifts in advance. (Tr. 109:18–19, 110:17–25.) He also described a brief period in 2016
27 when staffing levels temporarily required expanding D06 pay to additional weekend night shifts and
28 making some call shifts mandatory, and he confirmed that this practice ended years ago. (Tr. 114:1–21.)

Exhibit D: Page 9

1 Prieto likewise testified that D06 shifts are filled through sign-up rather than assignment, stating
2 in substance that CLSs volunteer for those shifts. (Tr. 124:20–22, 125:6–9.) He further explained that D06
3 coverage is not part of a CLS’s “role responsibilities” in the manner of regular shift assignments. (Tr.
4 156:11–16.) He testified that in his nearly four years managing the lab, no CLS was ever assigned to work
5 a D06 shift. (Tr. 143:5–8, 156:17–24.) Prieto also testified that a CLS would not have to comply with a
6 purported D06 assignment and that refusal would not result in discipline. (Tr. 152:23–153:1, 153:20–
7 154:14.) He described participation in D06 as entirely at the employee’s discretion. (Tr. 154:12–16.)

8 The Hearing Officer correctly synthesized that evidence, explaining: “*It is mandatory that the*
9 *County have the Night Weekend/D06 shift; but not mandatory that any CLS work the shift.*”
10 (Recommendation at p. 29 (emphasis added).) Appellants do not identify contrary evidence showing that
11 D06 is routinely assigned as part of any CLS’s tour of duty. (Objections at p. 2; Tr. 142:1–3.)

12 Appellants also argue that the County “could and would” mandate D06 assignments if coverage
13 were insufficient. (Objections at p. 2.) The Hearing Officer addressed that hypothetical directly, explaining
14 that the analysis could change if management actually mandated the weekend graveyard shift as part of
15 the tour of duty. (Recommendation at pp. 26–27.) He then found insufficient evidence that ARMC’s
16 current D06 practice is mandatory or that management has exercised a right to compel D06 or disciplined
17 any employee for refusing it. (Recommendation at pp. 27–28.) The hearing testimony supports that
18 finding. (Tr. 143:5–8, 152:23–153:1, 153:20–154:16, 156:17–24.)

19 **2. Objection B (“D06 Pay is a Differential”) fails because D06 is per-service**
20 **compensation for a discrete additional shift, not an hourly premium layered on**
21 **top of base wages for scheduled work.**

22 Appellants argue the Hearing Officer erred by concluding that D06 is not a differential because it
23 is not “an hourly increment,” despite serving the same function as an incentive to work undesirable shifts.
24 (Objections at p. 3.) This objection, however, misses the point.

25 McInerny explained the key distinction. A differential adds compensation *on top* of a CLS’s hourly
26 rate for work performed during regular shifts, whereas D06 is paid strictly per task for work that occurs
27 entirely outside regular hours. (Tr. 164:10–18, 164:21–165:7, 174:18–20, 192:8–10.) She also explained
28 that when a CLS works a regular shift and then works D06, the CLS clocks out at the end of the regular

1 shift and only then does compensation change to the D06 code. (Tr. 173:13–174:7.) The administrative
2 record aligns with that testimony, confirming that D06 does not correspond to any regularly scheduled
3 CLS shift. (5 AR-1332.) It further confirms that D06 is paid for voluntary overnight shifts from 11:30
4 p.m. to 7:30 a.m. on Fridays and Saturdays and is tied to the number of tests performed. (Ex. 2 at p. 12; 5
5 AR-1333–1335.)

6 Other witnesses, including Appellants’, confirmed the same point. Sanchez testified that D06 pays
7 \$10 per call or test and includes no hourly rate. (Tr. 61:5–7.) Prieto testified that the County pays a flat
8 \$10 per lab order during Friday and Saturday overnight shifts and that CLSs receive no other compensation
9 for D06 shifts. (Tr. 123:13–24, 123:25–126:3.) He also testified that a CLS could, theoretically, receive
10 no D06 pay for particular shift if no orders are received during that shift. (Tr. 123:17–124:10.) Gomez
11 testified that D06 entries reflect counts of work performed rather than hours worked, and that the County
12 calculates D06 earnings by dividing the total number of tests performed among the CLSs working that
13 shift. (Tr. 84:9–85:17, 91:4–8.)

14 Against this record, the “differential” label does not convert D06 into an hourly premium for work
15 performed during normal working hours, and in fact, the “Night Standby” title is a more accurate label.
16 Regardless of the terminology used, the Hearing Officer correctly treated the payment’s structure, rather
17 than its label, as controlling. Recommendation at pp. 22–29.)

18 **3. Objection C (“D06 Shifts Are Part of Regularly Scheduled or Normal Working**
19 **Hours”) fails because the record shows D06 falls outside any CLS’s tour of duty**
20 **and is administered differently from scheduled work.**

21 Appellants argue it makes no sense to include Sunday through Thursday graveyard shifts but
22 exclude Friday and Saturday D06 shifts because the D06 shifts are scheduled “in the same manner as all
23 the other shifts.” (Objections at pp. 2, 4.) That assertion flatly contradicts the record.

24 Nothing in the record shows that any CLS works D06 as part of a regular, assigned schedule. No
25 witness testified that a CLS is ever scheduled into a D06 shift as part of their tour of duty, and Appellants
26 introduced no schedule or policy indicating that D06 shifts form part of any CLS’s standard working
27 hours. The evidence, moreover, established that no CLS had *ever* been assigned to work a single D06 shift
28 over several years.

Exhibit D: Page 11

1 Prieto testified that day, evening, and non-D06 night shifts fall within the tour of duty and cannot
2 be refused wholesale, but that D06 shifts do not fall within the tour of duty. (Tr. 142:1–3, 145:11–15,
3 155:25–156:10.) Consistent with that distinction, missing a regular shift requires using leave, while
4 missing a D06 shift does not. (Tr. 143:16–144:3.) Prieto also testified that working D06 is not a “role
5 responsibility” like scheduled shift coverage. (Tr. 156:11–16.) He further testified that D06 work does not
6 count toward overtime threshold hours. (Tr. 128:13–23.) Santoyo confirmed that a CLS who needs to
7 cancel a D06 shift, due to illness for instance, simply calls off without using leave, and the supervisor
8 arranges coverage. (Tr. 119:12–16.)

9 Payroll data confirms that D06 is not worked on any regular schedule or rotation. (See generally
10 Ex. 8 at 1–12 [Tr. PDF pp. 285–296].) Gomez testified that the “Hours Quantity” field in the D06 data
11 reflects the number of calls or tests performed, not hours worked. (Tr. 91:4–8.) This evidence is
12 inconsistent with treating D06 as a scheduled graveyard shift within normal working hours.

13 The Hearing Officer therefore correctly concluded that D06 is paid for additional services outside
14 normal working hours and must be excluded. (Recommendation at pp. 29–31.)

15 **4. Appellants’ equity arguments do not overcome the statutory exclusions, and the** 16 **record defeats the premise that excluding D06 “punishes” cooperation.**

17 Appellants assert that excluding D06 is “unjust” and that CLSs are “punished” for cooperating
18 with management. (Objections at pp. 2–4.) Those arguments rest on a premise the record does not support:
19 that D06 is part of normal working hours and is treated differently only because employees have “input”
20 into scheduling. (Objections at pp. 2–4.) The record instead shows that D06 is administered as voluntary,
21 off-schedule weekend overnight coverage and is paid per test rather than as hourly wages. (Tr. 41:13–
22 42:6, 61:5–8, 123:13–24, 124:20–22, 125:6–9.) The record further shows that D06 does not count toward
23 overtime thresholds and does not require paid leave when a CLS declines or misses a D06 shift. (Tr.
24 128:13–23, 143:16–144:3.) Those features are not characteristic of compensation for normal working
25 hours. (Recommendation at pp. 26, 29.)

26 Moreover, even if Appellants’ equity arguments had traction, the Supreme Court has made clear
27 that retirement systems must apply the governing statutes as they are written. (*Alameda*, supra, 9 Cal.5th
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1 at pp. 1067, 1069, 1074, 1103.) The Hearing Officer correctly applied that principle. (Recommendation
2 at pp. 16–17, 31.)

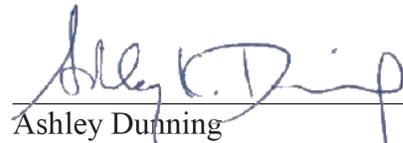
3 **IV. CONCLUSION**

4 For the reasons set forth above, the objections do not identify any record basis to treat D06 as
5 compensation for work performed during Appellants’ normal working hours. The Recommendation
6 correctly applies the governing statutes to the undisputed features of D06 and to the evidentiary record
7 developed on remand. SBCERA respectfully requests that the Board overrule Appellants’ objections and
8 adopt the Recommendation.

9 NOSSAMAN LLP

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11 DATED: January 20, 2026

By:



Ashley Dunning

Attorneys for Respondent SAN BERNARDINO
COUNTY EMPLOYEES’ RETIREMENT
ASSOCIATION

Exhibit D: Page 13

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DECLARATION OF SERVICE

I am more than 18 years old and not a party to this action. My business address is Nossaman LLP, 50 California Street, Suite 3400, San Francisco, California 94111. On January 20, 2026, I caused to be served the following document(s):

RESPONDENT SAN BERNARDINO COUNTY EMPLOYEES' RETIREMENT ASSOCIATION'S REPLY IN OPPOSITION TO APPELLANTS' OBJECTIONS TO THE HEARING OFFICER'S PROPOSED FINDINGS OF FACT AND RECOMMENDATION

on the interested parties in this action by transmitting a true pdf copy of the foregoing document(s) by e-mail transmission from rrivera@nossaman.com to the interested parties only as indicated on the below service list at the e-mail addresses set forth on said service list. Said transmission(s) were completed on the aforesaid date at the time stated on declarant's e-mail transmission record. Each such transmission was reported as complete and without error.

**San Bernardino County Employees' Retirement Association
348 W. Hospitality Lane, Suite 100
San Bernardino, CA 92408
Email: BORLegalServices@SBCERA.org**

I declare under penalty of perjury that the above is true and correct. Executed on January 20, 2026, at San Francisco, California.

Rica Rivera

Rica Rivera