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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

URSULA WHITE, BRUCE N. REITER, and
MARGARET RETZ,

Petitioners,

v.

PUBLIC EMPLOYEES RETIREMENT
BOARD,

Respondent,

and

STATE OF OREGON, LANE COUNTY,
CITY OF EUGENE, MULTNOMAH
COUNTY, CITY OF PORTLAND, CITY OF
ROSEBURG, CITY OF HUNTINGTON,
CANBY UTILITY BOARD, and ROGUE
RIVER VALLEY IRRIGATION DISTRICT,

Intervenors.

URSULA WHITE, BRUCE N. REITER, and
MARGARET RETZ,

Petitioners,

v.

PUBLIC EMPLOYEES RETIREMENT
BOARD,

Respondent,

and

STATE OF OREGON, LANE COUNTY,
CITY OF EUGENE, MULTNOMAH
COUNTY, CITY OF PORTLAND, CITY OF
ROSEBURG, CITY OF HUNTINGTON,
CANBY UTILITY BOARD, and ROGUE
RIVER VALLEY IRRIGATION DISTRICT,

Intervenors.

CASE NO. 0404-04118

**DECLARATION OF EVA
KRIPALANI IN SUPPORT OF
RESPONDENT PUBLIC
EMPLOYEES RETIREMENT
BOARD'S MOTION FOR SUMMARY
JUDGMENT**

Case No. 0411-11848

1 I, Eva Kripalani, state as follows:

2 1. I have been a member of the Public Employees Retirement Board ("PERB") and a
3 member of the litigation subcommittee of PERB since September 2003. I make this declaration
4 based on personal knowledge and, if called as a witness, I could and would testify competently to
5 the matters set forth herein.

6 2. I participated in PERB's decision to settle the litigation known as *City of Eugene v.*
7 *Public Employees Retirement Board*, Marion County Case Nos. 99C12794, 99C12838, 99C20235
8 and 00C16173. PERB entered into a settlement agreement with City of Eugene, Lane County,
9 Multnomah County, City of Portland, City of Roseburg, City of Huntington, Canby Utility Board,
10 and Rogue River Valley Irrigation District ("Employers"), dated February 23, 2004. PERB
11 entered into a separate settlement agreement with the Eugene Water & Electric Board ("EWEB"),
12 dated April 22, 2004.

13 3. The litigation subcommittee and the full Board discussed the issue of whether to
14 enter into a settlement agreement with EWEB.

15 4. I was aware at the time that EWEB is a public employer separate from the City of
16 Eugene for purposes of PERS. PERB issues a separate rate order for EWEB, and EWEB has an
17 employer account separate from the City of Eugene.

18 5. In assessing the potential settlement, I considered the rationale given by the trial
19 court for dismissing EWEB. I was aware that EWEB had filed a notice of appeal of the trial
20 court's decision.

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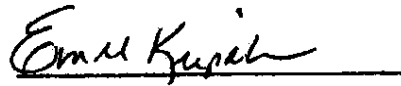
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1 6. I believed that the pendency of EWEB's appeal had the potential to undermine the
2 benefits of settling with the other petitioning employers from the *City of Eugene* litigation. The
3 settlement provided a way for PERB to move PERS forward by defining a way to implement both
4 the Reform Legislation and the *City of Eugene* trial court's judgment. I believed that the
5 additional cost of the EWEB settlement – \$175,000 in attorneys' fees – was an appropriate price
6 to pay for the additional certainty of eliminating the EWEB appeal.

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I hereby declare that the above statement is true to the best of my knowledge and belief,
and that I understand it is made for use as evidence in court and is subject to penalty for perjury.

Executed in Portland, Oregon, this 21st day of July, 2008.



Eva Kripalani