



## **Golden Gate Transit-Amalgamated Retirement Plan**

### **Pension Special Meeting No. 207-B**

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Thursday, April 30, 2026, 1:00 p.m.

**Location:**

**185 North Redwood Drive  
Muir Woods Conference Room (lower level)  
San Rafael, CA**

**Teams:**

**[https://teams.microsoft.com/meet/216727203550764?  
p=wHffqtypDfzJOd0H6L](https://teams.microsoft.com/meet/216727203550764?p=wHffqtypDfzJOd0H6L)**

**Meeting ID Number (Access Code): 216 727 203 550 764**

**\*\*\*\*\***

**Dial-In Number: 1-415-655-0003**

**Phone Conference ID: 648 115 179#**

# **GOLDEN GATE TRANSIT AMALGAMATED RETIREMENT PLAN**

## **BOARD OF TRUSTEES MEETING**

**TIME: 1:00 PM ~ FULL BOARD**

**DATE: THURSDAY, APRIL 30, 2026**

**PLACE: 185 NORTH REDWOOD DRIVE  
SAN RAFAEL, CA  
MUIR WOODS CONFERENCE ROOM (LOWER LEVEL)**

**DIAL IN NUMBER: 1-469-607-2641  
PHONE CONFERENCE ID: 648 115 179#**

<https://teams.microsoft.com/meet/216727203550764?p=wHffqtypDfzJOdOH6L>

**MEETING ID (ACCESS CODE): 216 727 203 550 764**

## **PENSION SPECIAL MEETING NO. 207-B**

### **I. CALL TO ORDER**

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No.

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### **II. ROLL CALL**

#### **Management Trustees**

- Dennis Rodoni
- Chris Snyder
- James Mastin

#### **Union Trustees**

- Kimmiko Joseph
- David Herrera
- Shane Weinstein

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### **III. PUBLIC COMMENT: *See Footnote\****

# Board of Trustees Meeting

April 30, 2026

## IV. REVIEW & ACCEPT REPORTS BY PLAN PROFESSIONALS

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- A. Trust Administrator and Trust Counsel
  - a) Consider & Appoint a Neutral Person to Serve as Arbitrator to Make the Decision Regarding Protest for Application for Termination Benefits #2026-01 and Approval of Joint Statement to be Submitted to Arbitrator, or Reconsider the Protest .....

## V. OTHER BUSINESS

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## VI. ADJOURNMENT

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## Memorandum

**To:** Honorable Trustees of the Golden Gate Transit Amalgamated Retirement Plan  
**From:** General Counsel  
**Date:** April 30, 2026  
**Re:** Deadlock on Protest Regarding Application for Termination Benefits #2026-01 and Selection of Neutral Person to Serve as Arbitrator to Make the Decision and Approval of Joint Statement to be Submitted to Arbitrator, or Reconsider the Protest

### **BACKGROUND**

On March 26, 2026, the Board considered Protest #2026-01 regarding an application for termination benefits. The staff report is attached to this memo. At that meeting, the Commission deadlocked on a decision regarding the protest. Pursuant to Section III-3 of the Agreement Establishing a Retirement Board and Provisions for the Administration of the Golden Gate Transit-Amalgamated Retirement Plan (“Administration Agreement”), in the event the Board is deadlocked on any matter arising in connection with the Plan, the Board shall agreed upon a neutral person to serve as an impartial arbitrator to decide the dispute. In the event, the Board cannot agree upon the selection of a neutral person to serve as such impartial arbitrator, any member may petition the American Arbitration Association (AAA) to designate an impartial arbitrator. The AAA shall be requested to submit a list of seven names and after decided by lot, who shall first commerce, a District member or Union member shall alternately strike out names from the list so supplied. The last remaining name shall be designated the impartial arbitrator. The decision of the impartial arbitrator shall be final and binding. The impartial arbitrator shall not have the power to vary any of the terms of this Agreement or any collective bargaining agreement. Once that decision is final, the participant can then seek arbitration of that decision.

The matters in dispute shall be submitted to the impartial arbitrator in writing. If the Board cannot jointly agree upon a statement submitting the matter to arbitration, the District members and the Union members shall each prepare and forward in writing their versions of the dispute and the question or questions involved. All expenses for the impartial arbitrator shall be paid for by the Fund.

### **NEXT STEPS**

We have prepared a written statement for your consideration to be submitted to the arbitrator. We recommend that the Board approve the statement so that it can be submitted to the arbitrator. If the Board cannot agree upon the statement, we recommend that the District Members prepare their statement and the Union Members prepare their statement to be submitted.

We have attached a resume of Stephen Dobrow, who we believe can serve as a neutral arbitrator. He has indicated that he would charge his standard consulting fee of \$435 per hour on this matter if selected.

Alternatively, the Board could select using AAA. However, AAA requires an application fee of \$3,500 before they will give you potential names. In addition to the deposit, the Plan will need to pay hourly rates of at least \$500 per hour if not more. If the Board desires to use AAA, we recommend selecting one District member and one Union Member who can make a determination on the AAA arbitrator once they give us names to avoid scheduling another meeting. Use of AAA will likely be much more expensive and time consuming.

If the Board would like to avoid this situation, the Board could reconsider the protest and if there is no deadlock there will be no need to select an impartial arbitrator, which will be paid for by the Plan.

#### **RECOMMENDATIONS**

1. Approve the joint statement to be submitted to arbitrator
2. Select Stephen Dobrow as neutral person to serve as impartial arbitrator.

#### **Attachments**

1. Staff Report from March 26, 2026 meeting
2. Joint Statement for Arbitrator
3. Resume for Stephen Dobrow

MALA SUBRAMANIAN  
PHIL KOEHLER

## **GOLDEN GATE TRANSIT-AMALGAMATED RETIREMENT PLAN**

1141 Harbor Bay Pkwy, Suite 100

Alameda, CA 94502

Ph: (866) 584-7087 \* Fax: (510) 629-4442

Email: [ZA-ALA-GGTARPPENSION@Zenith-American.com](mailto:ZA-ALA-GGTARPPENSION@Zenith-American.com)

March 26, 2026

Board of Directors  
Golden Gate Transit-Amalgamated Retirement Board  
185 North Redwood Drive, Ste 201  
San Rafael CA 94903

Re: Protest #2026-01 Re: Denial for Return of Contributions

Dear Board Members:

This office received a separation notice from The District on 2/17/2023 stating that the participant had separated from the Plan on 2/26/2023 (type of separation: retirement). The Trust Administration Office confirmed with the Union that the participant was not eligible for a pension benefit and was due a refund of contributions. Therefore, a termination benefit application was mailed to the participant on 3/15/2023, noting "Failure to apply within two years of your date of separation of employment will result in the forfeiture of your benefit."

*Section 13.5 of the Plan – Time for Filing Application.*

*An application for Benefits under this Section 13 must be received by the Board, in writing, within twenty-four (24) Months of a termination of a Participant's employment. Should application not be made within such specified time, the right to any Benefit under this Section 13 shall terminate.*

Since the participant terminated employment with The District on 2/6/2023, the two-year deadline for filing the application was February 6, 2025.

On 3/29/2023, the participant contacted the Trust Administration Office and inquired about applying for a disability retirement. This office confirmed they could apply for disability as long as sufficient medical evidence was provided to the Board supporting the claim and they submitted a disability benefit application.

The participant had not received the first notice for refund of contributions. So, the Trust Administration Office sent a second notice on 4/11/2023. With no response, a third notice was sent on 5/9/2023.

The Trust Administration Office spoke with the participant again on 5/22/2023. The participant requested an extension of the 2-year deadline, claiming they were out on workers'

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compensation and treatment for their injury would take more than 2 years. The participant requested a letter from this office confirming we were aware of the deadline extension. While this office confirmed that a "suspension letter" could be sent to the participant, it was noted that the decision to extend the deadline would need to come from the Board of Trustees.

On 6/20/2023, a notice was sent to the participant regarding their request to hold distribution.

*This letter is in regard to your application for retirement benefit payment from the Golden Gate Transit- Amalgamated Retirement Plan.*

*Based on your request to postpone your retirement benefit, we have closed your Application pending a response from you.*

*Please notify this office if you are requesting a Lump Sum benefit.*

*Should you have any questions regarding this matter, please contact the Retirement Benefits Department at the Trust Fund Administration office."*

The grounds for the protest rest chiefly on the participant's allegations that they were contacted by a former employee of this office who agreed to extend the deadline set forth in Section 13.5 of the Plan from 24 months to 36 months from the date of termination in view of the "physical injuries and significant emotional and psychological trauma" they sustained due to a "serious bus accident," which precipitated their termination.

Without sufficient proof of what was communicated between the former employee and the participant, the former employee of this office lacked the authority on his own to offer an extension of the termination deadline because it is clearly not in accordance with the plan language. The plan language unambiguously reserves to the Board the power to construe its terms. A Board decision on the participant's Protest to affirm the previous Denial Notice based on the language of Section 13.5, under which the application was not timely filed and cannot be revived thereafter, would be well supported by the existing terms of the Plan.

The Trust Administration Office later received a disability application from the participant on 9/10/2024. While the participant could not qualify under Section 6 of the Plan as they did not meet the minimum years of services requirement, this office determined that they could possibly qualify under Section 7 with a Social Security Award ("SSA") letter. After speaking with the participant again in November 2024, they stated that they had applied for SSA disability in February 2024 but had not heard back. The participant called back in March 2025 stating that they filed for consideration with SSA in regard to disability benefit eligibility. As of December 2025, the participant has yet to hear from Social Security regarding their award letter.

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Per the participant's protest, they are requesting that the Board of Trustees consider the following:

1. The 24-month filing deadline be discretionary waived for termination benefits
2. The protest be granted due to medical psychological incapacity
3. The total years of service that were dedicated to The District

Sincerely,

Lauren Tham

Golden Gate Transit and Amalgamated Retirement Office

# PRIMARK

B E N E F I T S

1810 Gateway Drive, Suite 230  
San Mateo, CA 94404

Tel. (650) 692-2043  
primarkbenefits.com

RECRUIT • RETAIN • REWARD • RETIRE

April 17, 2026

RE: CV for Stephen L. Dobrow

Stephen L. Dobrow, ERPA, APA, CPC is President and owner of Primark Benefits, a firm that provides pension consulting, administration, record-keeping, and actuarial services. A San Francisco native, Stephen entered the retirement field in 1976 and has led Primark Benefits since 1990. He is licensed to practice before the IRS as an Enrolled Retirement Plan Agent. Stephen holds a degree in Management from Golden Gate University in San Francisco.

Stephen formerly served as a chapter officer for the National Institute of Pension Administrators in which he has achieved the designation of Accredited Pension Administrator, was previously a Special Director of the American Academy of Actuaries, and is active in the Western Pension and Benefits Conference. Stephen also holds several designations issued by the American Society of Pension Professionals and Actuaries (ASPPA) including Qualified 401(k) Administrator, Qualified Pension Administrator, Qualified Plan Financial Consultant, Tax Exempt and Government Plan Consultant, and Certified Pension Consultant. He currently serves on committees as an ASPPA Past President. He was ASPPA's President in 2009.

As an expert in retirement plans, Stephen regularly meets with Senators, Congressional Representatives, staffers, and officials of the Department of Labor, Treasury, and the IRS, to help form national pension policy for American workers. He has testified before Congress and before the Dept. of Labor.

Stephen served as a contractor to ILWU-PMA Benefit Plans in the 1970s. He computerized all of the pension records of longshoremen on the west coast, and completed projects for other maritime unions.

As leader of Primark Benefits, he implemented a business unit within the firm to provide administration, claims processing, and adjudication for employer-based flexible benefit plans (FSAs) and Health Reimbursement Accounts (HRAs). That business unit was discontinued in 2012 as a ramification of the Affordable Care Act.

**Stephen L. Dobrow, ERPA, APA, CPC (he/him)**

President

D: 650.692.2045 | V: 650.692.2043 x7727

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1810 Gateway Drive, Suite 230 | San Mateo, CA 94404

TO: Impartial Arbitrator [Insert Name Once Selected]

FROM: Board of Trustees of the Golden Gate Transit – Amalgamated Retirement Plan

DATE: [Insert Date]

RE: Resolution of Deadlock Vote by the Board

### **STATEMENT OF FACTS**

In a meeting of the Board of Trustees (the “Board”) of the Golden Gate Transit – Amalgamated Retirement Plan (the “Plan”) on March 26, 2026 (copy attached), the trustees reviewed a written Protest submitted to the Plan’s contract administrator (“Zenith”) by a Plan participant regarding Zenith’s initial adverse determination responding to the participant’s application for a termination benefit (copy attached).

Zenith received the participant’s written notice of his termination of employment dated February 17, 2023, which stated that his employment with the District terminated on February 6, 2023. Zenith mailed a termination benefit application form to the Participant on March 15, 2023, noting that *“failure to apply within two years of your date of separation of employment will result in the forfeiture of your benefit.”* The participant did not submit an application for a termination benefit until 2026. At the meeting Zenith informed the Board that, since the participant terminated his employment on February 6, 2023, the two-year deadline for filing an application for termination benefits expired on February 6, 2025.

On March 29, 2023 the participant contacted Zenith by phone and inquired about his eligibility for a disability retirement benefit. Zenith informed him that he was not eligible for a service related disability retirement under Section 6 of the Plan because he had not completed the required ten Years of Service. However, he may be eligible for a disability retirement benefit under Section 7 of the Plan (“Total and Permanent Disability Caused By Occupational Accident Or Disease”) if he submits a copy of his Social Security Administration (“SSA”) Disability Benefit award letter with his disability retirement application.

On September 10, 2024 Zenith received a disability retirement application form from the participant, which did not include a copy of the SSA award letter. The participant contacted Zenith by phone in November 2024 and explained that he had applied for SSA Disability Retirement Benefits “but had not heard back.” The participant contacted Zenith by phone in March 2025 stating that his SSA Disability Retirement Benefit application was pending, “but had not heard back.” This scenario repeated in December 2025. As of the Board meeting date, the participant has not provided a copy of an SSA award letter or updated the status of his SSA Disability Retirement Benefits application.

The Protest submitted by the participant alleges that he had prior telephone contact with a former employee of Zenith who informed him that the two-year filing deadline to apply for a termination benefit (refund of employee contributions plus interest) would be tolled during the pendency of

his SSA Disability Retirement Benefit application. The participant provided no evidence of this telephone communication. Zenith records do not support this allegation.

The participant further alleges the nature of the disability that he incurred on or about the date of his termination includes his “medical psychological incapacity” to understand the written correspondence with Zenith or the terms of the Plan. The Protest requests that the Board consider the following:

1. The 24-month filing deadline be discretionary waived for termination benefits
2. The protest be granted due to medical psychological incapacity
3. The total years of service that were dedicated to the District.

The Board concluded its consideration of the Protest when a deadlock vote occurred regarding approval of Zenith’s initial adverse determination. Three union-appointed trustees voted to reverse the decision and extend the filing deadline under Section 13.5 to make the participant’s application for a termination benefit timely based on concerns regarding what the participant may have been told by Zenith regarding tolling of the deadline. Three District-appointed trustees voted to affirm Zenith’s initial adverse determination based upon the Plan’s deadline. A copy of the recording of the meeting is available for your review.

### **GOVERNING INSTRUMENTS OF THE PLAN**

The Plan was established pursuant to the Agreement Establishing A Retirement Board And Provisions For The Administration Of The Golden Gate Transit - Amalgamated Retirement Plan (the “Administration Agreement”) entered into by and between the Golden Gate Bridge, Highway and Transportation District (the “District”) and Division 1225 of the Amalgamated Transit Union, AFL-CIO (the “Union”) effective October 13, 1972 (copy attached). Article III, Section 3 of the Administration Agreement provides that in the event the members of the Board are deadlocked on any matter arising in connection with the Plan, the Board members “*shall agree upon a neutral person to serve as an impartial arbitrator to decide the dispute...The decision of the impartial arbitrator shall be final and binding on the Board, the parties to this Agreement, and the beneficiaries of the Retirement Plan.*” This provision of the Administration Agreement requires that: “*Any matters in dispute shall be submitted to the impartial arbitrator in writing.*” This document, subject to the approval of the Board, is intended to satisfy this requirement of the Administration Agreement.

Section 13 of the Plan (Termination Benefits) provides that a terminated participant who is not otherwise eligible to receive a retirement benefit is entitled to receive a refund of his employee contributions plus interest upon filing an application for a termination benefit. Section 13.5 of the Plan states:

***“Time for Filing Application.*** *An application for Benefits under this Section 13 must be received by the Board, in writing, within twenty-four (24) Months of a termination of a Participant’s employment. Should application not be made within such specified time, the right to any Benefit under this Section 13 shall terminate.”*

Section 24.5 of the Plan provides:

*“Discretionary Authority. To the extent permitted by law, with respect to any matters involving the Plan, the Board has discretionary authority to make findings of fact and to construe and interpret the provisions of the Plan, including provisions of law incorporated by reference into the Plan. The Board also shall have discretionary authority to determine all procedural and substantive questions concerning eligibility, participation, vesting, asset management, administrative expenses, domestic relations orders and other entitlements, rights and duties. No court, arbitrator or other person may alter the Board's decision unless such decision is found to be arbitrary, capricious and clearly contrary to the terms of the Plan. Except for powers which the Board reserves to itself, any person(s) to whom the Board allocates or delegates responsibility for any aspect of the operation of the Plan shall have the same discretionary authority as the Board and shall be entitled to the same deference in any dispute. Despite the foregoing, the decisions of such person(s) shall not be entitled to deference in any dispute between or among such persons and the Board acting in its capacity(ies) as settlor or fiduciary of the Plan. Similarly, such person(s) shall not be entitled to attorney fees or to the reimbursement of other costs incurred in connection with a dispute between or among such person(s) and the Board acting in its capacity(ies) as settlor or fiduciary of the Plan.”*

Section 24.6 of the Plan provides:

*“Imposition of Conditions in the Operation of the Plan. In discharging fiduciary or ministerial responsibilities with respect to the Plan, the Board may from time to time impose conditions which the Board reasonably determines facilitate the orderly operation of the Plan and the prudent management, acquisition or disbursement of assets of the Plan, including without limitation, the disbursement of assets in the payment of benefits or other amounts to any participant, beneficiary or Alternate Payee....”*

### **QUESTION PRESENTED TO THE ARBITRATOR**

Should the Board of Trustees have voted to affirm or reverse Zenith’s initial adverse determination regarding the participant’s application for a termination benefit?