IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT - CHANCERY DIVISION CITY OF CHICAGO a municipal) corporation, Plaintiff,) No. 01 CH 4962 vs. (Originally) MARSHALL KORSHAK, et al.,) 87 CH 10134) (Police, Fire, Municipal an) Laborers' Funds Trustees,)) Defendants,) and MARTIN RYAN, et al., (Participants' Class,) Intervening Plaintiffs-Appellants.)

Record of proceedings had at the hearing of the above-entitled cause, before the Honorable NEIL H. COHEN, one of the Judges of said Court, on August 9, 2017, in Room 2308, Richard J. Daley Center, Chicago, Illinois, commencing at 10:18 a.m.

Page 2		Page 4
1 A P P E A R A N C E S	1	THE COURT: Underwood, Korshak.
2 3 KRISLOV & ASSOCIATES, LTD.	2	MR. KRISLOV: Good morning, Your
 3 KRISLOV & ASSOCIATES, LTD. 4 20 North Wacker Drive, Suite 1300 	3	Honor. Clint Krislov. With me is Ken Goldstein on
5 Chicago, Illinois 60606	4	behalf of the participants.
6 (312) 606-0500 7 BY: Mr. Clinton A. Krislov	5	THE COURT: Good morning.
clint@krislovlaw.com,	6	MR. PRENDERGAST: Richard Prendergast
8 Mr. Kenneth T. Goldstein	7	on behalf of the
9 ken@krislovlaw.com	8	THE COURT: Speak up so the court
for the plaintiffs; 10	9	reporter can hear you and everybody in the courtroom
11 RICHARD J. PRENDERGAST, LTD.	10	can hear you.
12 111 West Washington Street, Suite 110013 Chicago, Illinois 60602	11	MR. PRENDERGAST: Richard Prendergast
13 Chicago, hindis 0002 14 (312) 641-0881	12	on behalf of the City of Chicago.
15 BY: Mr. Richard J. Prendergast	13	MS. NABER: Jennifer Naber on behalf
rprendergast@rjpltd.com, 16	14	of the City of Chicago.
-and-	15	MR. DONHAM: Cary Donham on behalf of
17 LANER MUCHIN, LTD.	16	the Laborers' Fund.
18	17	MR. D. KUGLER: David Kugler on behalf
515 North State Street 19	18	of the Police Fund.
Chicago, Illinois 60654	19	MR. J. KUGLER: Justin Kugler on
20 (312) 467-9800	20	behalf of the Police Fund.
21	21	MS. BOECKMAN: Sarah Boeckman and Ed
By: Ms. Jennifer A. Naber 22 jnaber@lanermuchin.com	22	Burke on behalf of the Municipal Fund and the
for the City;	23	Firemen's Annuity and Benefits Fund.
23 24	24	THE COURT: All right. So as I
Page 3		Page 5
1 A P P E A R A N C E S (Continued)		
	1 1	understand it wieles have for two reasons
2		understand it, we're here for two reasons.
2 DAVID R. KUGLER & ASSOCIATES, LTD.	2	First, there is a motion for class
 2 DAVID R. KUGLER & ASSOCIATES, LTD. 3 6160 North Cicero Avenue, Suite 308 	2 3	First, there is a motion for class certification that the plaintiffs have the
 2 DAVID R. KUGLER & ASSOCIATES, LTD. 3 6160 North Cicero Avenue, Suite 308 4 Chicago, Illinois 60646 5 (312) 263-3020 	2 3 4	First, there is a motion for class certification that the plaintiffs have the Underwood plaintiffs have submitted.
 2 DAVID R. KUGLER & ASSOCIATES, LTD. 3 6160 North Cicero Avenue, Suite 308 4 Chicago, Illinois 60646 5 (312) 263-3020 6 BY: Mr. David R. Kugler 	2 3 4 5	First, there is a motion for class certification that the plaintiffs have the Underwood plaintiffs have submitted. And there's also the issue about
 2 DAVID R. KUGLER & ASSOCIATES, LTD. 3 6160 North Cicero Avenue, Suite 308 4 Chicago, Illinois 60646 5 (312) 263-3020 	2 3 4	First, there is a motion for class certification that the plaintiffs have the Underwood plaintiffs have submitted. And there's also the issue about jurisdiction and what jurisdiction I have, if any.
 2 DAVID R. KUGLER & ASSOCIATES, LTD. 3 6160 North Cicero Avenue, Suite 308 4 Chicago, Illinois 60646 5 (312) 263-3020 6 BY: Mr. David R. Kugler davidkugler@comcast.net, 7 Mr. Justin Kugler, 	2 3 4 5	First, there is a motion for class certification that the plaintiffs have the Underwood plaintiffs have submitted. And there's also the issue about jurisdiction and what jurisdiction I have, if any. And I've received briefs on the jurisdiction aspect.
 DAVID R. KUGLER & ASSOCIATES, LTD. 6160 North Cicero Avenue, Suite 308 Chicago, Illinois 60646 (312) 263-3020 BY: Mr. David R. Kugler davidkugler@comcast.net, Mr. Justin Kugler, justinkugler@comcast.net 	2 3 4 5 6 7 8	First, there is a motion for class certification that the plaintiffs have the Underwood plaintiffs have submitted. And there's also the issue about jurisdiction and what jurisdiction I have, if any. And I've received briefs on the jurisdiction aspect. I've reviewed the case law that was given to me,
 2 DAVID R. KUGLER & ASSOCIATES, LTD. 3 6160 North Cicero Avenue, Suite 308 4 Chicago, Illinois 60646 5 (312) 263-3020 6 BY: Mr. David R. Kugler davidkugler@comcast.net, 7 Mr. Justin Kugler, 8 justinkugler@comcast.net for the Trustees of the Policemen's 9 Annuity and Benefit Fund of Chicago; 	2 3 4 5 6 7 8 9	First, there is a motion for class certification that the plaintiffs have the Underwood plaintiffs have submitted. And there's also the issue about jurisdiction and what jurisdiction I have, if any. And I've received briefs on the jurisdiction aspect. I've reviewed the case law that was given to me, especially Justice Simon's recent opinion.
 2 DAVID R. KUGLER & ASSOCIATES, LTD. 3 6160 North Cicero Avenue, Suite 308 4 Chicago, Illinois 60646 5 (312) 263-3020 6 BY: Mr. David R. Kugler davidkugler@comcast.net, 7 Mr. Justin Kugler, 8 justinkugler@comcast.net for the Trustees of the Policemen's 9 Annuity and Benefit Fund of Chicago; 10 BURKE, BURNS & PINELLI, LTD. 	2 3 4 5 6 7 8 9 10	First, there is a motion for class certification that the plaintiffs have the Underwood plaintiffs have submitted. And there's also the issue about jurisdiction and what jurisdiction I have, if any. And I've received briefs on the jurisdiction aspect. I've reviewed the case law that was given to me, especially Justice Simon's recent opinion. But first let's deal with the motion
 2 DAVID R. KUGLER & ASSOCIATES, LTD. 3 6160 North Cicero Avenue, Suite 308 4 Chicago, Illinois 60646 5 (312) 263-3020 6 BY: Mr. David R. Kugler davidkugler@comcast.net, 7 Mr. Justin Kugler, 8 justinkugler@comcast.net for the Trustees of the Policemen's 9 Annuity and Benefit Fund of Chicago; 	2 3 4 5 6 7 8 9 10 11	First, there is a motion for class certification that the plaintiffs have the Underwood plaintiffs have submitted. And there's also the issue about jurisdiction and what jurisdiction I have, if any. And I've received briefs on the jurisdiction aspect. I've reviewed the case law that was given to me, especially Justice Simon's recent opinion. But first let's deal with the motion for class certification since that's a different
 2 DAVID R. KUGLER & ASSOCIATES, LTD. 3 6160 North Cicero Avenue, Suite 308 4 Chicago, Illinois 60646 5 (312) 263-3020 6 BY: Mr. David R. Kugler davidkugler@comcast.net, 7 Mr. Justin Kugler, 8 justinkugler@comcast.net for the Trustees of the Policemen's 9 Annuity and Benefit Fund of Chicago; 10 BURKE, BURNS & PINELLI, LTD. 11 Three First National Plaza, Suite 4300 12 Chicago, Illinois 60602 13 (312) 541-8600 	2 3 4 5 6 7 8 9 10 11 12	First, there is a motion for class certification that the plaintiffs have the Underwood plaintiffs have submitted. And there's also the issue about jurisdiction and what jurisdiction I have, if any. And I've received briefs on the jurisdiction aspect. I've reviewed the case law that was given to me, especially Justice Simon's recent opinion. But first let's deal with the motion for class certification since that's a different kettle of fish, so to speak.
 2 DAVID R. KUGLER & ASSOCIATES, LTD. 3 6160 North Cicero Avenue, Suite 308 4 Chicago, Illinois 60646 5 (312) 263-3020 6 BY: Mr. David R. Kugler davidkugler@comcast.net, 7 Mr. Justin Kugler, 8 justinkugler@comcast.net for the Trustees of the Policemen's 9 Annuity and Benefit Fund of Chicago; 10 BURKE, BURNS & PINELLI, LTD. 11 Three First National Plaza, Suite 4300 12 Chicago, Illinois 60602 13 (312) 541-8600 14 BY: Mr. Edward J. Burke 	2 3 4 5 6 7 8 9 10 11 12 13	First, there is a motion for class certification that the plaintiffs have the Underwood plaintiffs have submitted. And there's also the issue about jurisdiction and what jurisdiction I have, if any. And I've received briefs on the jurisdiction aspect. I've reviewed the case law that was given to me, especially Justice Simon's recent opinion. But first let's deal with the motion for class certification since that's a different kettle of fish, so to speak. What is the status of the decision
 2 DAVID R. KUGLER & ASSOCIATES, LTD. 3 6160 North Cicero Avenue, Suite 308 4 Chicago, Illinois 60646 5 (312) 263-3020 6 BY: Mr. David R. Kugler davidkugler@comcast.net, 7 Mr. Justin Kugler, 8 justinkugler@comcast.net for the Trustees of the Policemen's 9 Annuity and Benefit Fund of Chicago; 10 BURKE, BURNS & PINELLI, LTD. 11 Three First National Plaza, Suite 4300 12 Chicago, Illinois 60602 13 (312) 541-8600 	2 3 4 5 6 7 8 9 10 11 12 13 14	First, there is a motion for class certification that the plaintiffs have the Underwood plaintiffs have submitted. And there's also the issue about jurisdiction and what jurisdiction I have, if any. And I've received briefs on the jurisdiction aspect. I've reviewed the case law that was given to me, especially Justice Simon's recent opinion. But first let's deal with the motion for class certification since that's a different kettle of fish, so to speak. What is the status of the decision on by Justice Simon? Has it been
 DAVID R. KUGLER & ASSOCIATES, LTD. 6160 North Cicero Avenue, Suite 308 Chicago, Illinois 60646 (312) 263-3020 BY: Mr. David R. Kugler davidkugler@comcast.net, Mr. Justin Kugler, justinkugler@comcast.net for the Trustees of the Policemen's Annuity and Benefit Fund of Chicago; BURKE, BURNS & PINELLI, LTD. Three First National Plaza, Suite 4300 Chicago, Illinois 60602 (312) 541-8600 BY: Mr. Edward J. Burke eburke@bbp-chicago.com, Ms. Sarah A. Boeckman 	2 3 4 5 6 7 8 9 10 11 12 13 14 15	First, there is a motion for class certification that the plaintiffs have the Underwood plaintiffs have submitted. And there's also the issue about jurisdiction and what jurisdiction I have, if any. And I've received briefs on the jurisdiction aspect. I've reviewed the case law that was given to me, especially Justice Simon's recent opinion. But first let's deal with the motion for class certification since that's a different kettle of fish, so to speak. What is the status of the decision on by Justice Simon? Has it been MR. PRENDERGAST: The petition for
 DAVID R. KUGLER & ASSOCIATES, LTD. 6160 North Cicero Avenue, Suite 308 Chicago, Illinois 60646 (312) 263-3020 BY: Mr. David R. Kugler davidkugler@comcast.net, Mr. Justin Kugler, justinkugler@comcast.net for the Trustees of the Policemen's Annuity and Benefit Fund of Chicago; BURKE, BURNS & PINELLI, LTD. Three First National Plaza, Suite 4300 Chicago, Illinois 60602 (312) 541-8600 BY: Mr. Edward J. Burke eburke@bbp-chicago.com, Ms. Sarah A. Boeckman sboeckman@bbp-chicago.com 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	First, there is a motion for class certification that the plaintiffs have the Underwood plaintiffs have submitted. And there's also the issue about jurisdiction and what jurisdiction I have, if any. And I've received briefs on the jurisdiction aspect. I've reviewed the case law that was given to me, especially Justice Simon's recent opinion. But first let's deal with the motion for class certification since that's a different kettle of fish, so to speak. What is the status of the decision on by Justice Simon? Has it been MR. PRENDERGAST: The petition for rehearing was denied three days ago.
 2 DAVID R. KUGLER & ASSOCIATES, LTD. 3 6160 North Cicero Avenue, Suite 308 4 Chicago, Illinois 60646 5 (312) 263-3020 6 BY: Mr. David R. Kugler davidkugler@comcast.net, 7 Mr. Justin Kugler, 8 justinkugler@comcast.net for the Trustees of the Policemen's 9 Annuity and Benefit Fund of Chicago; 10 BURKE, BURNS & PINELLI, LTD. 11 Three First National Plaza, Suite 4300 12 Chicago, Illinois 60602 13 (312) 541-8600 14 BY: Mr. Edward J. Burke eburke@bbp-chicago.com, 15 Ms. Sarah A. Boeckman 16 sboeckman@bbp-chicago.com for the Trustees of the Firemen's Annuity 17 and Benefit Fund of Chicago; 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	First, there is a motion for class certification that the plaintiffs have the Underwood plaintiffs have submitted. And there's also the issue about jurisdiction and what jurisdiction I have, if any. And I've received briefs on the jurisdiction aspect. I've reviewed the case law that was given to me, especially Justice Simon's recent opinion. But first let's deal with the motion for class certification since that's a different kettle of fish, so to speak. What is the status of the decision on by Justice Simon? Has it been MR. PRENDERGAST: The petition for rehearing was denied three days ago. MR. KRISLOV: I can answer.
 2 DAVID R. KUGLER & ASSOCIATES, LTD. 3 6160 North Cicero Avenue, Suite 308 4 Chicago, Illinois 60646 5 (312) 263-3020 6 BY: Mr. David R. Kugler davidkugler@comcast.net, 7 Mr. Justin Kugler, 8 justinkugler@comcast.net for the Trustees of the Policemen's 9 Annuity and Benefit Fund of Chicago; 10 BURKE, BURNS & PINELLI, LTD. 11 Three First National Plaza, Suite 4300 12 Chicago, Illinois 60602 13 (312) 541-8600 14 BY: Mr. Edward J. Burke eburke@bbp-chicago.com, 15 Ms. Sarah A. Boeckman 16 sboeckman@bbp-chicago.com for the Trustees of the Firemen's Annuity 17 and Benefit Fund of Chicago; 18 TAFT, STETTINIUS & HOLLISTER, LLP 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	First, there is a motion for class certification that the plaintiffs have the Underwood plaintiffs have submitted. And there's also the issue about jurisdiction and what jurisdiction I have, if any. And I've received briefs on the jurisdiction aspect. I've reviewed the case law that was given to me, especially Justice Simon's recent opinion. But first let's deal with the motion for class certification since that's a different kettle of fish, so to speak. What is the status of the decision on by Justice Simon? Has it been MR. PRENDERGAST: The petition for rehearing was denied three days ago. MR. KRISLOV: I can answer. THE COURT: It's all right. It
 2 DAVID R. KUGLER & ASSOCIATES, LTD. 3 6160 North Cicero Avenue, Suite 308 4 Chicago, Illinois 60646 5 (312) 263-3020 6 BY: Mr. David R. Kugler davidkugler@comcast.net, 7 Mr. Justin Kugler, 8 justinkugler@comcast.net for the Trustees of the Policemen's 9 Annuity and Benefit Fund of Chicago; 10 BURKE, BURNS & PINELLI, LTD. 11 Three First National Plaza, Suite 4300 12 Chicago, Illinois 60602 13 (312) 541-8600 14 BY: Mr. Edward J. Burke eburke@bbp-chicago.com, 15 Ms. Sarah A. Boeckman 16 sboeckman@bbp-chicago.com for the Trustees of the Firemen's Annuity 17 and Benefit Fund of Chicago; 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	First, there is a motion for class certification that the plaintiffs have the Underwood plaintiffs have submitted. And there's also the issue about jurisdiction and what jurisdiction I have, if any. And I've received briefs on the jurisdiction aspect. I've reviewed the case law that was given to me, especially Justice Simon's recent opinion. But first let's deal with the motion for class certification since that's a different kettle of fish, so to speak. What is the status of the decision on by Justice Simon? Has it been MR. PRENDERGAST: The petition for rehearing was denied three days ago. MR. KRISLOV: I can answer. THE COURT: It's all right. It doesn't have to be you all the time, Clint. He's
 ² DAVID R. KUGLER & ASSOCIATES, LTD. ³ 6160 North Cicero Avenue, Suite 308 ⁴ Chicago, Illinois 60646 ⁵ (312) 263-3020 ⁶ BY: Mr. David R. Kugler davidkugler@comcast.net, ⁷ Mr. Justin Kugler, ⁸ justinkugler@comcast.net for the Trustees of the Policemen's ⁹ Annuity and Benefit Fund of Chicago; ¹⁰ BURKE, BURNS & PINELLI, LTD. ¹¹ Three First National Plaza, Suite 4300 ¹² Chicago, Illinois 60602 ¹³ (312) 541-8600 ¹⁴ BY: Mr. Edward J. Burke eburke@bbp-chicago.com for the Trustees of the Firemen's Annuity ¹⁵ Ms. Sarah A. Boeckman ¹⁶ sboeckman@bbp-chicago.com for the Trustees of the Firemen's Annuity ¹⁷ and Benefit Fund of Chicago; ¹⁸ TAFT, STETTINIUS & HOLLISTER, LLP ¹⁹ 111 East Wacker Drive, Suite 2800 ²⁰ Chicago, Illinois 60601 ²¹ (312) 836-4038 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	First, there is a motion for class certification that the plaintiffs have the Underwood plaintiffs have submitted. And there's also the issue about jurisdiction and what jurisdiction I have, if any. And I've received briefs on the jurisdiction aspect. I've reviewed the case law that was given to me, especially Justice Simon's recent opinion. But first let's deal with the motion for class certification since that's a different kettle of fish, so to speak. What is the status of the decision on by Justice Simon? Has it been MR. PRENDERGAST: The petition for rehearing was denied three days ago. MR. KRISLOV: I can answer. THE COURT: It's all right. It doesn't have to be you all the time, Clint. He's answering the question.
 ² DAVID R. KUGLER & ASSOCIATES, LTD. ³ 6160 North Cicero Avenue, Suite 308 ⁴ Chicago, Illinois 60646 ⁵ (312) 263-3020 ⁶ BY: Mr. David R. Kugler davidkugler@comcast.net, ⁷ Mr. Justin Kugler, ⁸ justinkugler@comcast.net for the Trustees of the Policemen's ⁹ Annuity and Benefit Fund of Chicago; ¹⁰ BURKE, BURNS & PINELLI, LTD. ¹¹ Three First National Plaza, Suite 4300 ¹² Chicago, Illinois 60602 ¹³ (312) 541-8600 ¹⁴ BY: Mr. Edward J. Burke eburke@bbp-chicago.com for the Trustees of the Firemen's Annuity ¹⁵ Ms. Sarah A. Boeckman ¹⁶ sboeckman@bbp-chicago.com for the Trustees of the Firemen's Annuity ¹⁷ and Benefit Fund of Chicago; ¹⁸ TAFT, STETTINIUS & HOLLISTER, LLP ¹¹¹ East Wacker Drive, Suite 2800 ¹⁰² Chicago, Illinois 60601 ¹¹ (312) 836-4038 ¹²² BY: Mr. Cary E. Donham 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	First, there is a motion for class certification that the plaintiffs have the Underwood plaintiffs have submitted. And there's also the issue about jurisdiction and what jurisdiction I have, if any. And I've received briefs on the jurisdiction aspect. I've reviewed the case law that was given to me, especially Justice Simon's recent opinion. But first let's deal with the motion for class certification since that's a different kettle of fish, so to speak. What is the status of the decision on by Justice Simon? Has it been MR. PRENDERGAST: The petition for rehearing was denied three days ago. MR. KRISLOV: I can answer. THE COURT: It's all right. It doesn't have to be you all the time, Clint. He's answering the question. MR. KRISLOV: Okay.
 DAVID R. KUGLER & ASSOCIATES, LTD. 6160 North Cicero Avenue, Suite 308 Chicago, Illinois 60646 (312) 263-3020 BY: Mr. David R. Kugler davidkugler@comcast.net, Mr. Justin Kugler, justinkugler@comcast.net for the Trustees of the Policemen's Annuity and Benefit Fund of Chicago; BURKE, BURNS & PINELLI, LTD. Three First National Plaza, Suite 4300 Chicago, Illinois 60602 (312) 541-8600 BY: Mr. Edward J. Burke eburke@bbp-chicago.com, Ms. Sarah A. Boeckman sboeckman@bbp-chicago.com for the Trustees of the Firemen's Annuity and Benefit Fund of Chicago; TAFT, STETTINIUS & HOLLISTER, LLP 111 East Wacker Drive, Suite 2800 Chicago, Illinois 60601 (312) 836-4038 BY: Mr. Cary E. Donham cdonham@taftlaw.com, for the Trustees of the Laborers' & 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	First, there is a motion for class certification that the plaintiffs have the Underwood plaintiffs have submitted. And there's also the issue about jurisdiction and what jurisdiction I have, if any. And I've received briefs on the jurisdiction aspect. I've reviewed the case law that was given to me, especially Justice Simon's recent opinion. But first let's deal with the motion for class certification since that's a different kettle of fish, so to speak. What is the status of the decision on by Justice Simon? Has it been MR. PRENDERGAST: The petition for rehearing was denied three days ago. MR. KRISLOV: I can answer. THE COURT: It's all right. It doesn't have to be you all the time, Clint. He's answering the question. MR. KRISLOV: Okay. MR. PRENDERGAST: The petition for
 2 DAVID R. KUGLER & ASSOCIATES, LTD. 3 6160 North Cicero Avenue, Suite 308 4 Chicago, Illinois 60646 5 (312) 263-3020 6 BY: Mr. David R. Kugler davidkugler@comcast.net, 7 Mr. Justin Kugler, 8 justinkugler@comcast.net for the Trustees of the Policemen's 9 Annuity and Benefit Fund of Chicago; 10 BURKE, BURNS & PINELLI, LTD. 11 Three First National Plaza, Suite 4300 12 Chicago, Illinois 60602 13 (312) 541-8600 14 BY: Mr. Edward J. Burke eburke@bbp-chicago.com, 15 Ms. Sarah A. Boeckman 16 sboeckman@bbp-chicago.com for the Trustees of the Firemen's Annuity 17 and Benefit Fund of Chicago; 18 TAFT, STETTINIUS & HOLLISTER, LLP 19 111 East Wacker Drive, Suite 2800 20 Chicago, Illinois 60601 21 (312) 836-4038 22 BY: Mr. Cary E. Donham cdonham@taftlaw.com, 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	First, there is a motion for class certification that the plaintiffs have the Underwood plaintiffs have submitted. And there's also the issue about jurisdiction and what jurisdiction I have, if any. And I've received briefs on the jurisdiction aspect. I've reviewed the case law that was given to me, especially Justice Simon's recent opinion. But first let's deal with the motion for class certification since that's a different kettle of fish, so to speak. What is the status of the decision on by Justice Simon? Has it been MR. PRENDERGAST: The petition for rehearing was denied three days ago. MR. KRISLOV: I can answer. THE COURT: It's all right. It doesn't have to be you all the time, Clint. He's answering the question. MR. KRISLOV: Okay.

2 (Pages 2 to 5)

	Page 6		Page 8
1	MR. PRENDERGAST: And the mandate is	1	to file is pending?
2	not issued.	2	MR. KRISLOV: The issue our
3	THE COURT: When will the mandate	3	position is that you can and should proceed with
4	MR. PRENDERGAST: 35 days.	4	THE COURT: Forget about the should. I
5	THE COURT: 35 days.	5	know your argument, "should." What about can?
6	MR. PRENDERGAST: Provided they don't	6	MR. KRISLOV: We did not appeal the
7	file a petition for leave to appeal in the meantime.	7	issues that were your rulings that were appealed
8	If they file a petition for leave to	8	did not include class certification.
9	appeal in the meantime, the matter will stay on	9	It is true that we in our brief to
10	appeal.	10	the appellate court, we said part of the problems
11	One of the issues they raise on the	11	with this is that is hasn't been certified. And so
12	appeal in both and in their petition for	12	we would ask if you would remand to tell the judge to
13	rehearing was class certification.	13	go ahead and certify.
14	They didn't get they requested the	14	That issue has never been addressed in
15	court direct you to do so. The court didn't do so.	15	the appellate court, and it was not one of the it
16	Presumably, they'll raise that issue again in the	16	was not one your ruling was just deferring ruling
17	Supreme Court.	17	on class certification while we're seeing what
18	But the point is, that issue is still	18	happens.
19	in the appellate court, as you've previously upheld,	19	THE COURT: There's only let me
20	until the mandate issues the decisions and gets us	20	tell you what my intention is.
21	back here.	21	My intention today is if that hadn't
22	THE COURT: Sure. Let's talk about	22	been part of the appeal, that I saw no reason to not
23	that.	23	go forward asking the City to respond to the motion
24	There is case law, and the plaintiffs	24	for class certification.
	Page 7		Page 9
1	have cited it, that I can go forward with certain	1	If it has been raised, or if there's
2	aspects of this case that doesn't impinge on the	2	some reason with the City thinks I should not, then
3	matters presently pending on appeal.	3	I'll listen to it.
4	If the class certification issue is	4	But I quite agree with Mr. Krislov's
5	pending on appeal, then I think that I am stuck, and	5	submission that it's time for that to happen and
6	there's nothing I can do about that.	6	perhaps should have happened before.
7	Would you agree with that, Clint, or	7	But I'll listen to the City's argument
8	not?	8	about why I should or should not argue it strike
9	MR. KRISLOV: No. We did not that	9	that order it now.
10	was not part of what was appealed. That is a part	10	MR. PRENDERGAST: Well, there are two
11	of in our appellate and we will, just if	11	that come off the top of my head.
12	Rich is done explaining what I'm doing, we will	12	Number one, counsel is not correct.
13	petition for leave to appeal. We are due	13	They did not raise this on appeal. They specifically
14	September 7th, and we will file that.	14	asked for the court to direct this Court to certify a
15			5
	THE COURT: All right. So what's your	15	class.
16		15 16	class. THE COURT: So let's talk about that
16 17	THE COURT: All right. So what's your		
	THE COURT: All right. So what's your position MR. KRISLOV: On class cert	16	THE COURT: So let's talk about that
17	THE COURT: All right. So what's your position MR. KRISLOV: On class cert THE COURT: on letting the judge	16 17	THE COURT: So let's talk about that for a second.
17 18	THE COURT: All right. So what's your position MR. KRISLOV: On class cert	16 17 18	THE COURT: So let's talk about that for a second. I'm predisposed to do that anyway. I
17 18 19	THE COURT: All right. So what's your position MR. KRISLOV: On class cert THE COURT: on letting the judge finish a question?	16 17 18 19	THE COURT: So let's talk about that for a second. I'm predisposed to do that anyway. I don't need to wait for a direction from the Supreme
17 18 19 20	THE COURT: All right. So what's your position MR. KRISLOV: On class cert THE COURT: on letting the judge finish a question? MR. KRISLOV: I'm all for that.	16 17 18 19 20	THE COURT: So let's talk about that for a second. I'm predisposed to do that anyway. I don't need to wait for a direction from the Supreme Court telling me to do that which if this
17 18 19 20 21	THE COURT: All right. So what's your position MR. KRISLOV: On class cert THE COURT: on letting the judge finish a question? MR. KRISLOV: I'm all for that. THE COURT: We agree.	16 17 18 19 20 21	THE COURT: So let's talk about that for a second. I'm predisposed to do that anyway. I don't need to wait for a direction from the Supreme Court telling me to do that which if this continues to be viable, viable issues on remand I

3 (Pages 6 to 9)

	Page 10		Page 12
1	MR. PRENDERGAST: Well, let me just	1	this point that they're going to file a PLA. They
2	speak to that.	2	did not file a petition for rehearing.
3	THE COURT: Sure.	3	But on the other hand, if an appeal
4	MR. PRENDERGAST: My point is,	4	were granted, there might be any number of issues
5	irrespective of what the Court's inclinations are,	5	that would be raised by the City with respect to that
6	it's a jurisdictional issue.	6	opinion.
7	If the case is still in the appellate	7	I don't want to stand before Your
8	court, which it is until the mandate issues, and it	8	Honor this morning and weave, so I'm not going to do
9	will be for quite a while now, because he's just told	9	that.
10	you he's going to file a petition for leave to	10	THE COURT: Okay.
11	appeal	11	MR. PRENDERGAST: But there is this
12	THE COURT: Sure.	12	issue of this what Class 4 even consists of now.
13	MR. PRENDERGAST: Then if that issue	13	And, consequently, until that issue is resolved, and
14	was raised, and it was raised, and relief was sought,	14	that issue is clearly on appeal until the mandate
15	that that issue, that remains in the appellate	15	comes back, we really can't define what the classes
16	process.	16	are here.
17	You do not want a case where you do	17	THE COURT: Then it's tough to deal
18	not want a situation where you have an issue that's	18	with the class certification.
19	on appeal and at the same time the Court is ruling on	19	MR. PRENDERGAST: Exactly, because we
20	it in the circuit court.	20	don't who are you going to send the notice to?
21	THE COURT: I agree.	21	THE COURT: And my original opinion
22	MR. PRENDERGAST: That has	22	had some factual questions left with regard to
23	consistently been your ruling.	23	Subclass 3 to be resolved.
24	THE COURT: I agree.	24	So I see the issue you're raising.
	Page 11		Page 13
1	MR. PRENDERGAST: The other thing,	1	MR. PRENDERGAST: My point is that the
2	Judge, is that there's a reason why they filed a	2	class certification is something that the plaintiffs
3	petition for rehearing and a reason why they're going	3	have sought in the U.S. District Court and the
4	to seek a petition for leave to appeal, and that has,	4	Seventh Circuit Court of Appeals, before you, before
5	in part, to do with the appellate court rule on what	5	the appellate court. It's been raised a variety of
6	the remaining relief for that is after the terms of	6	times. The day will come when that bridge has to be
7	the '83 and '85 statutes, and in particular, the	7	crossed.
8	question of how the appellate court parsed the	8	But what's before you today was, we're
9	classes here.	9	just the specific discrete issues that were
10	THE COURT: Or didn't.	10	identified for purposes of the July 31 hearing had to
11	MR. PRENDERGAST: Or didn't. And so	11	be continued to today.
12	now	12	And those issues are whether you have
13	THE COURT: Have you requested a PLA	13	jurisdiction to entertain the relief that they're
14	as well, filed a PLA?	14	seeking and the additional question of what where
15	MR. PRENDERGAST: No, we did not. We	15	we are in reconciliation.
16			
	didn't file a petition of rehearing, and I've not	16	THE COURT: Yes. But we also have
17	been instruct to file a PLA. If it's filed	16 17	before us the class certification issue raised by
17 18	been instruct to file a PLA. If it's filed THE COURT: So you're accepting	17 18	before us the class certification issue raised by Mr. Krislov's second motion.
18 19	been instruct to file a PLA. If it's filed	17 18 19	before us the class certification issue raised by
18 19 20	been instruct to file a PLA. If it's filed THE COURT: So you're accepting	17 18 19 20	before us the class certification issue raised by Mr. Krislov's second motion. MR. PRENDERGAST: Yes. And it's interesting that it's only been two hearings ago that
18 19 20 21	been instruct to file a PLA. If it's filed THE COURT: So you're accepting Justice Simon's and Harris' and Maureen's opinion that all four classes should be treated the same way? MR. PRENDERGAST: Well, no. What	17 18 19 20 21	before us the class certification issue raised by Mr. Krislov's second motion. MR. PRENDERGAST: Yes. And it's interesting that it's only been two hearings ago that you granted our motion to vacate a briefing schedule
18 19 20 21 22	been instruct to file a PLA. If it's filed THE COURT: So you're accepting Justice Simon's and Harris' and Maureen's opinion that all four classes should be treated the same way? MR. PRENDERGAST: Well, no. What we're going to do is to see what the Supreme Court	17 18 19 20 21 22	before us the class certification issue raised by Mr. Krislov's second motion. MR. PRENDERGAST: Yes. And it's interesting that it's only been two hearings ago that you granted our motion to vacate a briefing schedule on class certification.
18 19 20 21	been instruct to file a PLA. If it's filed THE COURT: So you're accepting Justice Simon's and Harris' and Maureen's opinion that all four classes should be treated the same way? MR. PRENDERGAST: Well, no. What	17 18 19 20 21	before us the class certification issue raised by Mr. Krislov's second motion. MR. PRENDERGAST: Yes. And it's interesting that it's only been two hearings ago that you granted our motion to vacate a briefing schedule

4 (Pages 10 to 13)

	Page 14		Page 16
1	have one more motion for class certification.	1	THE COURT: That's not what I'm
2	THE COURT: He's entitled to do	2	talking about. If you're doing it, you're just doing
3	whatever he wants to do, Richard.	3	your job and doing it well. That's great.
4	MR. PRENDERGAST: He sure can.	4	MR. KRISLOV: Class certification
5	THE COURT: He can file anything he	5	involves giving notice to all the members of the
6	wants.	6	class so that they have notice of what's going on.
7	And as I said, I'm sensitive to his	7	There are, and Ms. Naber will agree
8	concerns and the concerns of letting the class know	8	THE COURT: Who are the members of the
9	what's going on. But we got to know who the class is	9	class? That's not defined
10	for that to happen.	10	MR. KRISLOV: Well, it is
11	MR. PRENDERGAST: We certainly do. We	11	THE COURT: yet.
12	have to know who they are.	12	MR. KRISLOV: It can be. It can be,
13	THE COURT: I'm sensitive to the folks	13	because it is every one certainly, if all you
14	to know what's going on.	14	go by is just
15	MR. PRENDERGAST: Your Honor, let me	15	THE COURT: Justice Simon has one
16	speak clearly.	16	opinion; I had another.
17	If Mr. Krislov wants to say I'm wrong,	17	MR. KRISLOV: Right.
18	he can say I'm wrong. But he keeps this class	18	THE COURT: I, of course, will follow
19	informed regularly through the internet.	19	let me finish talking.
20	THE COURT: That may be, but we're not	20	I, of course, will follow the rules
21	talking about that. We're talking about as a legal	21	laid down by my superiors. But that rule is not yet
22	matter and having them defined. That's a separate	22	in stone, and that's subject to review.
23	issue.	23	MR. KRISLOV: Here's where I disagree
24	So, Clint, you get last ups on the		with you.
	Page 15		Page 17
1	motion for class certification.	1	You have made decisions with respect
2	MR. KRISLOV: Thank you, Your Honor.	2	to certain defined groups
3	Number one, we're in communication	3	THE COURT: Yes.
4	with about 3- to 500 retirees, many whom are here. I		MR. KRISLOV: which we call Class
5	get calls I speak with retirees every day. One	5	1, Class 2.
6	who has been here all the time in the past, Chuck	6	THE COURT: Yes.
7	Lamanta, couldn't make it today, because in the	7	MR. KRISLOV: The class certification
8	meantime, he developed kidney cancer. He's in the	8	is not that you find the substantive merits of each
9	hospital.	9	group's claims and then certify the class.
10	THE COURT: Clint, Clint, I admonish	10	The reason the class certification
11	you to respond to the legal argument.	11	goes in the order it does is so that all members of
12	MR. KRISLOV: I am. I am.	12	the class who are affected can get notice of what's
13	THE COURT: It's not time this is	13	going on.
14	not a jury trial, even though your jury is sitting	14	THE COURT: But that's still not
15	there.	15	defined. Class 3 is not defined by my order. It is
110		16	by Justice Simon's.
16	So talk to me about the legal issue or	1 7 0	
16 17	So talk to me about the legal issue or don't, in which case I'll rule.	17	MR. KRISLOV: Well, it is we're
	•		MR. KRISLOV: Well, it is we're talking about all the people who are affected. It
17	don't, in which case I'll rule.	17	
17 18 19 20	don't, in which case I'll rule. MR. KRISLOV: Here's the relevance.	17 18	talking about all the people who are affected. It
17 18 19 20 21	don't, in which case I'll rule. MR. KRISLOV: Here's the relevance. We do have communications with about 3- to 500	17 18 19 20 21	talking about all the people who are affected. It isn't dependent upon whether they're Class 1, Class
17 18 19 20 21 22	don't, in which case I'll rule. MR. KRISLOV: Here's the relevance. We do have communications with about 3- to 500 annuitants.	17 18 19 20	talking about all the people who are affected. It isn't dependent upon whether they're Class 1, Class 2, Class 3, Class 4, or Class 3A because they start
17 18 19 20 21	don't, in which case I'll rule. MR. KRISLOV: Here's the relevance. We do have communications with about 3- to 500 annuitants. THE COURT: That's not what I'm	17 18 19 20 21	talking about all the people who are affected. It isn't dependent upon whether they're Class 1, Class 2, Class 3, Class 4, or Class 3A because they start working it doesn't matter.

5 (Pages 14 to 17)

	Page 18		Page 20
1	And that's why class certification is,	1	of this order.
2	under the rules, required to be done as soon as	2	And that's what you lack jurisdiction
3	practicable. That way, all the people have notice of	3	over, if you will. That's all. You are and Mr.
4	what's going on, they can follow it, not follow,	4	Prendergast, if he wants to tell me I'm wrong, he
5	communicate with counsel, do whatever, or sit tight,		can, but I don't think he will you remain with
6	or opt out, which is their right under Illinois law.	6	jurisdiction over the whole rest of the case.
7	So that waiting until their rights are		THE COURT: It's a 304(a) appeal that
8	determined is putting the cart before the horse, and	8	we're on, right?
9	it's all complicated after all this Mr. Dede over	9	MR. KRISLOV: Yes. It's no just cause
10	here, who has the firemen's union is showing up	10	to it's making the findings I think it's
11	and has advised us that they want to intervene on	11	304(a).
12	behalf of fire retirees and employees, that just	12	THE COURT: It is. So my
13	invites you know, if he's if he plans on	13	understanding of 304(a) is that it doesn't deprive me
14	intervening to help us, he's fully welcome.	14	of jurisdiction to go on with the case and
15	But the problem of having the	15	substantive matters that have nothing to do with that
16	problem of having well, if	16	which is on appeal, because they don't want to stop,
17	THE COURT: Clint, keep your eye on	17	the appellate court doesn't want to stop the train
18	the ball I threw to you. I'm not even talking about	18	from moving on.
19	Mr. Dede right now.	19	Tell me, Mr. Prendergast, once again,
20	Hi, Mr. Dede. How you?	20	so I understand your point of view, as to why
21	MR. DEDE: Good to see you.	21	briefing on the certification motion is going to stop
22	THE COURT: Mr. Dede, have you filed a	22	is something that I shouldn't do.
23	motion to intervene?	23	MR. PRENDERGAST: Well, let me say,
24	MR. DEDE: Not yet, Judge.	24	from a practical standpoint, we're not sure whatever
	Page 19		Page 21
1	THE COURT: Okay. Nice to see you.	1	the Supreme Court's going to do with his PLA, and
2	MR. KRISLOV: The problem is that	2	then we're finished with the appeal.
3	until it's certified, the class members don't have	3	THE COURT: Yes. Well, if that's the
4	notice.	4	case, why shouldn't we start the briefing schedule
5	A case will proceed determining what	5	now? It doesn't mean I'm ruling on anything. It
6	the rights of the various class members are, but they	6	just means we're putting together a briefing
7	need to have notice of what of the proceedings	7	schedule.
8	that affect them.	8	MR. PRENDERGAST: Well, in part,
9	THE COURT: And tell me	9	Judge, because if they grant the PLA, that may have
10	MR. KRISLOV: Undermining that	10	significant impact on what the classes consist of and
11	THE COURT: No, stop.	11	what the claims are, and then we're going to have
12	Now, tell me what I can do, what I	12	we'll have briefed the class certification.
13	have jurisdiction to do.	13	THE COURT: So let me ask you a
14	I agree with you. I've just said	14	question about that.
15	that. I agree with you. I want to do this. But why	15	Let's assume that the classes are
16	am I I feel as if I'm stuck in amber right now and	16	going to be restricted after the appeal, per my
17	can't do anything because of the process of the	17	original order and against Justice Simon's.
18	appeal.	18	What's the downside of letting
19	MR. KRISLOV: Okay. The reason for	19	everybody know who that they may be affected by
20	THE COURT: So tell me why I can't.	20	this? Take the best case scenario from your point of
21	MR. KRISLOV: Because the only thing	21	view.
22	that is appealed was that order that made findings	22	How does it hurt anybody from knowing
23	on, I believe, six things. And you made findings	23	what's going on, that they either are or may be a
24	there is no just cause to delay enforcement or appeal	24	class member?

6 (Pages 18 to 21)

1MR. PRENDERGAST: Because I've never2seen a notice for class certification go out3THE COURT: Saying "you are" or "may4be."5MR. PRENDERGAST: that didn't6define a class. And that is the whole point.7So they get this notice, they don't8know if they're in it or out of it, because I don't9even know whether they're in it or out of it. And10we're talking about11THE COURT: How many people are we12talking about, potentially?13MR. KRISLOV: Depending on how you	oncern is ot to do and, for class orward, e issue may ce you've
 2 seen a notice for class certification go out 3 THE COURT: Saying "you are" or "may 4 be." 5 MR. PRENDERGAST: that didn't 6 define a class. And that is the whole point. 7 So they get this notice, they don't 8 know if they're in it or out of it, because I don't 9 even know whether they're in it or out of it. And 10 we're talking about 11 THE COURT: How many people are we 12 talking about, potentially? 2 Funds. 3 THE COURT: All right. My council that the motion of the they is a speed, and that I am told need to the they is a speed. 4 that this is on appeal, and that I am told need to the they is a speed. 6 therefore, it seems to me that the motion of the they is a should not go forward right now, since they be decided by the Supreme Court, and sim the transition as the they is a should not go forward right now, since they be decided by the Supreme Court, and sim the transition as the they is a should not go forward right now, since they be decided by the Supreme Court, and sim the transition as the they is a should not go forward right now, since they be decided by the Supreme Court, and sim the transition as th	oncern is ot to do and, for class orward, e issue may ce you've
 4 be." 4 that this is on appeal, and that I am told not so that which maybe resolved by the appeal, and that I am told not so that which maybe resolved by the appeal, and that I am told not so that which maybe resolved by the appeal, therefore, it seems to me that the motion for certification, as much as I'd like it to go for should not go forward right now, since the should not go forward r	ot to do and, for class orward, e issue may ce you've
 4 be." 5 MR. PRENDERGAST: that didn't 6 define a class. And that is the whole point. 7 So they get this notice, they don't 8 know if they're in it or out of it, because I don't 9 even know whether they're in it or out of it. And 10 we're talking about 11 THE COURT: How many people are we 12 talking about, potentially? 4 that this is on appeal, and that I am told not 5 that which maybe resolved by the appeal, 6 therefore, it seems to me that the motion f 7 certification, as much as I'd like it to go for 8 should not go forward right now, since the 9 be decided by the Supreme Court, and sin 10 asked for them to direct me to do that. 11 THE COURT: How many people are we 12 And I understand why you would do that, 	ot to do and, for class orward, e issue may ce you've
 6 define a class. And that is the whole point. 7 So they get this notice, they don't 8 know if they're in it or out of it, because I don't 9 even know whether they're in it or out of it. And 10 we're talking about 11 THE COURT: How many people are we 12 talking about, potentially? 6 therefore, it seems to me that the motion f 7 certification, as much as I'd like it to go fo 8 should not go forward right now, since the 9 be decided by the Supreme Court, and sin 10 asked for them to direct me to do that. 11 THE COURT: How many people are we 12 And I understand why you would do that, 	for class prward, e issue may ce you've
 7 So they get this notice, they don't 8 know if they're in it or out of it, because I don't 9 even know whether they're in it or out of it. And 10 we're talking about 11 THE COURT: How many people are we 12 talking about, potentially? 7 certification, as much as I'd like it to go for 8 should not go forward right now, since the 9 be decided by the Supreme Court, and sin 10 asked for them to direct me to do that. 11 THE COURT: How many people are we 12 talking about, potentially? 7 certification, as much as I'd like it to go for 8 should not go forward right now, since the 9 be decided by the Supreme Court, and sin 10 asked for them to direct me to do that. 11 That was your call, and that's fin 12 And I understand why you would do that, 	orward, e issue may ce you've
 8 know if they're in it or out of it, because I don't 9 even know whether they're in it or out of it. And 10 we're talking about 11 THE COURT: How many people are we 12 talking about, potentially? 8 should not go forward right now, since the 9 be decided by the Supreme Court, and sin 10 asked for them to direct me to do that. 11 THE COURT: How many people are we 12 talking about, potentially? 	e issue may ce you've
 9 even know whether they're in it or out of it. And 10 we're talking about 11 THE COURT: How many people are we 12 talking about, potentially? 9 be decided by the Supreme Court, and sin 10 asked for them to direct me to do that. 11 THE COURT: How many people are we 12 And I understand why you would do that, 	ce you've
10we're talking about10asked for them to direct me to do that.11THE COURT: How many people are we11That was your call, and that's fin12talking about, potentially?12And I understand why you would do that,	-
11THE COURT: How many people are we11That was your call, and that's fin12talking about, potentially?12And I understand why you would do that,	e.
12 talking about, potentially? 12 And I understand why you would do that,	e.
13 MR. KRISLOV: Depending on how you 13 seem frustrated by my failure to have order	
14 count, probably about 30,000.14 beforehand, and that's understandable, too	o, from your
15THE COURT: So the expense involved15point of view.	
16 with notifying 30,000 people who may or may not have 16 But it is on appeal, and so we wi	
17 to be notified is rather large, is it not?17 stay with that appellate process, see what	happens,
18 MR. KRISLOV: No, it's actually quite 18 and expedite it as soon as possible.	-
19small. And two reasons. One is, if notice goes out19MR. KRISLOV: Can we have -	
20 to everybody, we pay for it. Costs about a dollar an 20 trying to decide whether to ask you to just	
21 envelope. 21 deferring or just deny it so we can take the	at issue
22 The fact is, the defendants are all in 22 up on appeal as well.	D
23 communication with all of these people regularly, the 23 THE COURT: No, you may not	t. Because
24 City, with everybody that's an employee and the 24 I don't manufacture jurisdiction for your	
Page 23	Page 25
1 THE COURT: Well, that may be, but 1 convenience. I don't deal with legal fict	
2 that's not discrete enough to satisfy me or the class 2 deal with facts. And what you're asking	
3 action requirement and notice. 3 give you an order that allows you whi	
4 MR. KRISLOV: Oh, yes, it is, because 4 fictional, which allows you to appeal. A	
5 to the extent 5 decided it. So I'm not going to deny that	
6 THE COURT: No, it's not. So let's 6 you've asked me to grant just for your co	
7 deal with what Mr. Prendergast is talking about. 7 MR. KRISLOV: May I have o	one last
8 MR. KRISLOV: Well, the Funds 8 word?	1.4
9 communicate each month with their retirees, and 9 THE COURT: No. I've decide	ed it.
10they're10Let's go on.11THE COURT: You're going over here,11MR. KRISLOV: Okay. We address of the second se	atually have
11THE COURT: You're going over here,11MR. KRISLOV: Okay. We added12Clint. Talk about what Mr. Prendergast talked about,12more than the items that we have are	stually have
13 which is that the definition of the class is not yet 13 jurisdiction	
13winch is that the definition of the class is not yet13jurisdiction14discrete. It hasn't yet been decided.14THE COURT: We're doing that	at navt
14Institute of the definition of the14Intercork 115MR. KRISLOV: The definition of the15MR. KRISLOV: whose order	
16 overall class is everyone who is a participant in the 16 entered from the March hearing; the City	
17 Funds, whether it's Class 4, which the subclasses 17 the reconciliation and audit process, both	· •
18 are going to result from different rights that they 18 and for the rest of the years; and	1101 2013
10are going to result from different rights that they10and for the rest of the years, and19may have.19THE COURT: Which is inexti	ricably
20 And their definitions, like people who 20 bound with the jurisdiction argument.	iculty
21started before April 1 of '86 and never qualified for21MR. KRISLOV: Uhm	
22 Medicare, their class they will probably be a 22 THE COURT: Yes.	
23Subclass 3A.23MR. KRISLOV: I'm just lister	ning. I'm
24 But the overall class that is affected 24 not fighting. I'm just trying to make sure	U U

7 (Pages 22 to 25)

	Page 26		Page 28
1	of them covered.	1	deal with it.
2	And the Funds to report on their on	2	MR. PRENDERGAST: And it's quite easy
3	what they are doing, especially Police and Fire, to	3	to deal with.
4	provide	4	The issue that was raised on appeal
5	THE COURT: I didn't think that was up	5	was whether or not the 2003 agreement extended
6	today.	6	which was supposed to end in June of 2013, when in
7	MR. KRISLOV: They are supposed to	7	the May letter the City extended it to the end of
8	report on what they're doing to provide healthcare	8	2013 as to Korshak and Window. The question was
9	coverage.	9	whether or not you had jurisdiction to order
10	THE COURT: Well, we'll deal with	10	reconciliation for that six-month period.
11	things in my order, which is jurisdiction is next.	11	THE COURT: I understand what that
12	MR. KRISLOV: Okay.	12	issue is.
13	THE COURT: Anyone else? Anyone want	13	MR. PRENDERGAST: You ruled the City
14	to talk about it, other than that which you've	14	didn't have to. The appellate court reversed you and
15	submitted?	15	said the City does have to.
16	MR. PRENDERGAST: Not other than what	16	THE COURT: Yes.
17	we've submitted, other than what the Court recited,	17	MR. PRENDERGAST: The City has done
18	exactly what we're talking about.	18	that.
19	THE COURT: Sure.	19	THE COURT: And why did they say that?
20	MR. PRENDERGAST: The parties disagree	20	MR. PRENDERGAST: Because, they
21	about what the City promised in its 2013 letter, to	21	said
22	provide after termination of the then-existing	22	THE COURT: It was part of the plan.
23	coverage	23	MR. PRENDERGAST: No. It said because
24	THE COURT: Speak up, Richard.	24	the agreement
	Page 27		Page 29
1	MR. PRENDERGAST: and plaintiffs	1	THE COURT: That's why.
2	want this Court to permanently enjoin the City from	2	MR. PRENDERGAST: Because in the
3	departing from the obligations the City believes the	3	agreement I mean I'm sorry. In the 2013
4	City assumed as to the post-December 31, 2013,	4	letter, it stated that the reconciliation process
5	period.	5	will be extended to the end of 2013 or the
6	But there's no such claim for the	6	agreement would be extended to the end of 2013. That
7	Court with respect to that. No claim is pending	7	meant the reconciliation process should be extended
8	before this Court with respect to what the plaintiffs	8	to the end of 2013. And that has happened.
9	want you to do here.	9	The City has gone through the
10	The only jurisdiction this Court	10	reconciliation process as ordered by you and by the
11	retained is over the Korshak agreement and the 2008	11	appellate court. And Ms. Naber can speak to that.
12	reconciliation order	12	But beyond that, there was never a
13	THE COURT: Yes, but the appellate	13	pleading filed here as to what the reconciliation
14	court then told me, once again, that I am to consider	14	obligations are after the 2003 agreement fully
15	the extension granted by the City as part of the	15	expires, which is at the end of 2013.
16	original plan and part of the original settlement	16	THE COURT: So let me ask you a
17	agreement.	17	question. Let me ask you a question.
18	I disagreed with that. I made my	18	You did come up with a healthcare plan
			with a continued contribution from the City of up to
19	feelings known. Justice Simon, Harris and Maureen	19	with a continued contribution from the City of up to
20	Connors told me I was wrong. I understand the	20	55 percent of the cost for the plan for the lifetime
20 21	Connors told me I was wrong. I understand the mandate hasn't issued.	20 21	55 percent of the cost for the plan for the lifetime of the City retirees after January 1st, 2014, yes?
20 21 22	Connors told me I was wrong. I understand the mandate hasn't issued. MR. PRENDERGAST: No, that's not	20 21 22	55 percent of the cost for the plan for the lifetime of the City retirees after January 1st, 2014, yes? MR. PRENDERGAST: Yes.
20 21	Connors told me I was wrong. I understand the mandate hasn't issued.	20 21	55 percent of the cost for the plan for the lifetime of the City retirees after January 1st, 2014, yes?

8 (Pages 26 to 29)

	Page 30		Page 32
1	Window.	1	As long as that's the case and,
2	What they're asking for is an audit	2	again, I'm not talking about the jurisdictional
3	and reconciliation as to just those two groups,	3	issue. I'm not ordering anything. I'm asking, as
4	Clint, or everybody?	4	long as that's the rule of the appellate court that
5	MR. KRISLOV: The audit and	5	that's what you're supposed to do, regardless of
6	reconciliation is for those two groups; the audit is	6	whether there's a lawsuit that has been filed, and
7	for everyone.	7	regardless of whether I have jurisdiction in this
8	And they agreed to that.	8	lawsuit to so order, why aren't you doing it anyway?
9	THE COURT: Please, just stop.	9	MR. PRENDERGAST: Because we'll let
10		10	Ms. Naber answer
11	с I	11	THE COURT: Just as a practical
12		12	matter, because you have the obligation to, according
13	*	13	to the appellate court.
14		14	MR. PRENDERGAST: One minor
15		15	correction.
16	C	16	The appellate court never ordered
17		17	reconciliation beyond the end of 2013.
18		18	THE COURT: I understand that.
19	MR. PRENDERGAST: To be clear, the	19	But the reason they ordered it until
20		20	December 31st, 2013, was because you have obligations
21	-	21	pursuant to the settlement agreement let me
22		22	finish, Richard.
23	•	23	MR. PRENDERGAST: Sure.
24		24	THE COURT: And pursuant to those
	Page 31		Page 33
1	THE COURT: There's no beef about	1	obligations you, indeed, have the obligation to not
2		2	only audit, but reconcile.
3	MR. PRENDERGAST: There's no beef	3	Okay. So I think that stands for the
4		4	principle that when you have obligations, you also
5	THE COURT: You're doing that anyway.	5	have obli to pay, you also have obligations to
6			$ \pi av_{\rm c}$ $\nu \mu \eta = \pi c$ $\mu av_{\rm c}$ $\nu \mu u$ and $\pi av_{\rm c}$ $\nu \mu \eta = 0$
7	MR. PRENDERGAST: Yeah. Not because		
1 /	MR. PRENDERGAST: Yeah. Not because that was part of your original jurisdiction, but		audit and reconcile.
8	that was part of your original jurisdiction, but	6	audit and reconcile. That case dealt with December with
	that was part of your original jurisdiction, but because the City voluntarily has chosen to do it.	6 7	audit and reconcile. That case dealt with December with your obligations up to December 31st, 2013.
8	that was part of your original jurisdiction, but because the City voluntarily has chosen to do it. THE COURT: So let me ask you a	6 7 8	audit and reconcile. That case dealt with December with your obligations up to December 31st, 2013. Clint's request is that you strike
8 9	that was part of your original jurisdiction, but because the City voluntarily has chosen to do it. THE COURT: So let me ask you a question. That tees up the question perfectly.	6 7 8 9	audit and reconcile. That case dealt with December with your obligations up to December 31st, 2013. Clint's request is that you strike Clint.
8 9 10	that was part of your original jurisdiction, but because the City voluntarily has chosen to do it. THE COURT: So let me ask you a question. That tees up the question perfectly. If you're doing it for Class 1 and	6 7 8 9 10	audit and reconcile. That case dealt with December with your obligations up to December 31st, 2013. Clint's request is that you strike Clint. My question is, as long as that
8 9 10 11	 that was part of your original jurisdiction, but because the City voluntarily has chosen to do it. THE COURT: So let me ask you a question. That tees up the question perfectly. If you're doing it for Class 1 and Class 2 post-January 2014, why not do it for 	6 7 8 9 10 11	audit and reconcile. That case dealt with December with your obligations up to December 31st, 2013. Clint's request is that you strike Clint. My question is, as long as that principle stands, that when you have obligations, you
8 9 10 11 12	 that was part of your original jurisdiction, but because the City voluntarily has chosen to do it. THE COURT: So let me ask you a question. That tees up the question perfectly. If you're doing it for Class 1 and Class 2 post-January 2014, why not do it for everybody? 	6 7 8 9 10 11 12	audit and reconcile. That case dealt with December with your obligations up to December 31st, 2013. Clint's request is that you strike Clint. My question is, as long as that principle stands, that when you have obligations, you should have obligations to the duty as well let me
8 9 10 11 12	 that was part of your original jurisdiction, but because the City voluntarily has chosen to do it. THE COURT: So let me ask you a question. That tees up the question perfectly. If you're doing it for Class 1 and Class 2 post-January 2014, why not do it for everybody? MR. PRENDERGAST: Well, because the 	6 7 9 10 11 12 13	audit and reconcile. That case dealt with December with your obligations up to December 31st, 2013. Clint's request is that you strike Clint. My question is, as long as that principle stands, that when you have obligations, you
8 9 10 11 12 13 14	 that was part of your original jurisdiction, but because the City voluntarily has chosen to do it. THE COURT: So let me ask you a question. That tees up the question perfectly. If you're doing it for Class 1 and Class 2 post-January 2014, why not do it for everybody? MR. PRENDERGAST: Well, because the commitment for everybody is very different. 	6 7 8 9 10 11 12 13 14	audit and reconcile. That case dealt with December with your obligations up to December 31st, 2013. Clint's request is that you strike Clint. My question is, as long as that principle stands, that when you have obligations, you should have obligations to the duty as well let me finish to audit and reconcile. And you have
8 9 10 11 12 13 14 15	 that was part of your original jurisdiction, but because the City voluntarily has chosen to do it. THE COURT: So let me ask you a question. That tees up the question perfectly. If you're doing it for Class 1 and Class 2 post-January 2014, why not do it for everybody? MR. PRENDERGAST: Well, because the commitment for everybody is very different. THE COURT: Regardless of what the 	6 7 9 10 11 12 13 14 15	audit and reconcile. That case dealt with December with your obligations up to December 31st, 2013. Clint's request is that you strike Clint. My question is, as long as that principle stands, that when you have obligations, you should have obligations to the duty as well let me finish to audit and reconcile. And you have accepted obligations which you think are not part of
8 9 10 11 12 13 14 15 16	 that was part of your original jurisdiction, but because the City voluntarily has chosen to do it. THE COURT: So let me ask you a question. That tees up the question perfectly. If you're doing it for Class 1 and Class 2 post-January 2014, why not do it for everybody? MR. PRENDERGAST: Well, because the commitment for everybody is very different. THE COURT: Regardless of what the commitment is, you do have a commitment to supply 	6 7 8 9 10 11 12 13 14 15 16	audit and reconcile. That case dealt with December with your obligations up to December 31st, 2013. Clint's request is that you strike Clint. My question is, as long as that principle stands, that when you have obligations, you should have obligations to the duty as well let me finish to audit and reconcile. And you have accepted obligations which you think are not part of the original settlement agreement, push that aside
8 9 10 11 12 13 14 15 16 17	 that was part of your original jurisdiction, but because the City voluntarily has chosen to do it. THE COURT: So let me ask you a question. That tees up the question perfectly. If you're doing it for Class 1 and Class 2 post-January 2014, why not do it for everybody? MR. PRENDERGAST: Well, because the commitment for everybody is very different. THE COURT: Regardless of what the commitment is, you do have a commitment to supply certain healthcare benefits to Class 3 and Class 4, 	6 7 8 9 10 11 12 13 14 15 16 17	audit and reconcile. That case dealt with December with your obligations up to December 31st, 2013. Clint's request is that you strike Clint. My question is, as long as that principle stands, that when you have obligations, you should have obligations to the duty as well let me finish to audit and reconcile. And you have accepted obligations which you think are not part of the original settlement agreement, push that aside but there are obligations that you've accepted post-January 2014, for the classes.
8 9 10 11 12 13 14 15 16 17 18	 that was part of your original jurisdiction, but because the City voluntarily has chosen to do it. THE COURT: So let me ask you a question. That tees up the question perfectly. If you're doing it for Class 1 and Class 2 post-January 2014, why not do it for everybody? MR. PRENDERGAST: Well, because the commitment for everybody is very different. THE COURT: Regardless of what the commitment is, you do have a commitment to supply certain healthcare benefits to Class 3 and Class 4, whomever, outside of Class 1 and Class 2. 	6 7 8 9 10 11 12 13 14 15 16 17 18	audit and reconcile. That case dealt with December with your obligations up to December 31st, 2013. Clint's request is that you strike Clint. My question is, as long as that principle stands, that when you have obligations, you should have obligations to the duty as well let me finish to audit and reconcile. And you have accepted obligations which you think are not part of the original settlement agreement, push that aside but there are obligations that you've accepted post-January 2014, for the classes. Why aren't there obligations to audit
8 9 10 11 12 13 14 15 16 17 18	 that was part of your original jurisdiction, but because the City voluntarily has chosen to do it. THE COURT: So let me ask you a question. That tees up the question perfectly. If you're doing it for Class 1 and Class 2 post-January 2014, why not do it for everybody? MR. PRENDERGAST: Well, because the commitment for everybody is very different. THE COURT: Regardless of what the commitment is, you do have a commitment to supply certain healthcare benefits to Class 3 and Class 4, whomever, outside of Class 1 and Class 2. And the original opinion talked about 	6 7 8 9 10 11 12 13 14 15 16 17 18 19	audit and reconcile. That case dealt with December with your obligations up to December 31st, 2013. Clint's request is that you strike Clint. My question is, as long as that principle stands, that when you have obligations, you should have obligations to the duty as well let me finish to audit and reconcile. And you have accepted obligations which you think are not part of the original settlement agreement, push that aside but there are obligations that you've accepted post-January 2014, for the classes. Why aren't there obligations to audit and reconcile under that? Call that a new plan for
8 9 10 11 12 13 14 15 16 17 18 19 20	 that was part of your original jurisdiction, but because the City voluntarily has chosen to do it. THE COURT: So let me ask you a question. That tees up the question perfectly. If you're doing it for Class 1 and Class 2 post-January 2014, why not do it for everybody? MR. PRENDERGAST: Well, because the commitment for everybody is very different. THE COURT: Regardless of what the commitment is, you do have a commitment to supply certain healthcare benefits to Class 3 and Class 4, whomever, outside of Class 1 and Class 2. And the original opinion talked about the fact that the City, once they accepted an 	6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	audit and reconcile. That case dealt with December with your obligations up to December 31st, 2013. Clint's request is that you strike Clint. My question is, as long as that principle stands, that when you have obligations, you should have obligations to the duty as well let me finish to audit and reconcile. And you have accepted obligations which you think are not part of the original settlement agreement, push that aside but there are obligations that you've accepted post-January 2014, for the classes. Why aren't there obligations to audit and reconcile under that? Call that a new plan for the sake of argument. I'm sure Clint does not agree.
8 9 10 11 12 13 14 15 16 17 18 19 20 21	 that was part of your original jurisdiction, but because the City voluntarily has chosen to do it. THE COURT: So let me ask you a question. That tees up the question perfectly. If you're doing it for Class 1 and Class 2 post-January 2014, why not do it for everybody? MR. PRENDERGAST: Well, because the commitment for everybody is very different. THE COURT: Regardless of what the commitment is, you do have a commitment to supply certain healthcare benefits to Class 3 and Class 4, whomever, outside of Class 1 and Class 2. And the original opinion talked about the fact that the City, once they accepted an obligation to provide certain healthcare benefits, 	6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	audit and reconcile. That case dealt with December with your obligations up to December 31st, 2013. Clint's request is that you strike Clint. My question is, as long as that principle stands, that when you have obligations, you should have obligations to the duty as well let me finish to audit and reconcile. And you have accepted obligations which you think are not part of the original settlement agreement, push that aside but there are obligations that you've accepted post-January 2014, for the classes. Why aren't there obligations to audit and reconcile under that? Call that a new plan for

9 (Pages 30 to 33)

	Page 34		Page 36
1	and reconcile for that that you voluntarily accept,	1	everyone was in the plan, but only reconcile or
2	without having to go through this?	2	provide refunds if it occurs for Korshak and Window
3	MS. NABER: So as of January 1st,	3	because we gave that 55 percent promise.
4	2014, even the appellate court acknowledged there was	4	THE COURT: But here's
5	a new promise. The City is not backing away from	5	MS. NABER: And that's all that
6	that.	6	THE COURT: But you gave the other
7	The new promise was for Korshak and	7	classes something, and it was defined, yes? It
8	Window, we'd pay the 55 percent. The City	8	wasn't this amorphous, you know, we'll give you what
9	voluntarily this past February said, we've	9	we want, when we want, how we want. You told them
10	reconciled, because we promised a certain percentage	10	what you were going to give them so that they could
11	of City support for those individuals.	11	figure out what they where they were going to get
12	For the rest of the group in that May	12	money for the rest of their healthcare obligations,
13	2013 letter that said what the City was going to be	13	yes?
14	doing as of January 1st, 2014, it made no such	14	MS. NABER: We told them what premium
15	commitment to the remaining annuitants. It only	15	we would charge them, correct. We never said what
16	said	16	the City would be paying.
17	THE COURT: What commitment did you	17	So whatever
18	make for the other classes outside of Windows and	18	THE COURT: So you didn't do it in
19	Korshak, post-January 2014?	19	terms of percentage. You just said, we're going to
20	MS. NABER: We agreed to provide a	20	give you a defined amount of money, and the rest is
21	transition plan for the next three years	21	up to you?
22	THE COURT: Up until 2017, when it	22	MR. PRENDERGAST: Yes. And the
23	would be phased out.	23	difference there is, Judge, if you don't make the
24	MS. NABER: Correct.	24	55 percent commitment, or the 45 percent commitment,
	Page 35		Page 37
1	And the City would provide some level	1	
1	And the City would provide some level of support that would decrease over the years	1 2	or whatever the percentage is, you have nothing to
2	of support that would decrease over the years.	2	or whatever the percentage is, you have nothing to reconcile because you don't have a percentage against
2 3	of support that would decrease over the years. THE COURT: And did you do that?	2 3	or whatever the percentage is, you have nothing to reconcile because you don't have a percentage against which to reconcile it, which is consistent with fact
2 3 4	of support that would decrease over the years. THE COURT: And did you do that? MS. NABER: We provided some level of	2 3 4	or whatever the percentage is, you have nothing to reconcile because you don't have a percentage against which to reconcile it, which is consistent with fact that the City did not make any commitment to do a
2 3 4 5	of support that would decrease over the years. THE COURT: And did you do that? MS. NABER: We provided some level of support. We never promised a certain percentage. We	2 3 4 5	or whatever the percentage is, you have nothing to reconcile because you don't have a percentage against which to reconcile it, which is consistent with fact that the City did not make any commitment to do a reconciliation.
2 3 4	of support that would decrease over the years. THE COURT: And did you do that? MS. NABER: We provided some level of support. We never promised a certain percentage. We never made any promises that it would be at a certain	2 3 4	or whatever the percentage is, you have nothing to reconcile because you don't have a percentage against which to reconcile it, which is consistent with fact that the City did not make any commitment to do a reconciliation. It's not that the City doesn't want to
2 3 4 5 6	of support that would decrease over the years. THE COURT: And did you do that? MS. NABER: We provided some level of support. We never promised a certain percentage. We never made any promises that it would be at a certain level.	2 3 4 5 6	or whatever the percentage is, you have nothing to reconcile because you don't have a percentage against which to reconcile it, which is consistent with fact that the City did not make any commitment to do a reconciliation. It's not that the City doesn't want to be accountable. It's that there was no set
2 3 4 5 6 7	of support that would decrease over the years. THE COURT: And did you do that? MS. NABER: We provided some level of support. We never promised a certain percentage. We never made any promises that it would be at a certain level. We just said that the City would	2 3 4 5 6 7	or whatever the percentage is, you have nothing to reconcile because you don't have a percentage against which to reconcile it, which is consistent with fact that the City did not make any commitment to do a reconciliation. It's not that the City doesn't want to be accountable. It's that there was no set percentage against which you can do a reconciliation
2 3 4 5 6 7 8 9	of support that would decrease over the years. THE COURT: And did you do that? MS. NABER: We provided some level of support. We never promised a certain percentage. We never made any promises that it would be at a certain level. We just said that the City would provide some level, and it would diminish each year,	2 3 4 5 6 7 8	or whatever the percentage is, you have nothing to reconcile because you don't have a percentage against which to reconcile it, which is consistent with fact that the City did not make any commitment to do a reconciliation. It's not that the City doesn't want to be accountable. It's that there was no set percentage against which you can do a reconciliation and audit.
2 3 4 5 6 7 8	of support that would decrease over the years. THE COURT: And did you do that? MS. NABER: We provided some level of support. We never promised a certain percentage. We never made any promises that it would be at a certain level. We just said that the City would provide some level, and it would diminish each year, which was not defined.	2 3 4 5 6 7 8 9	or whatever the percentage is, you have nothing to reconcile because you don't have a percentage against which to reconcile it, which is consistent with fact that the City did not make any commitment to do a reconciliation. It's not that the City doesn't want to be accountable. It's that there was no set percentage against which you can do a reconciliation and audit. So there is and, again
2 3 4 5 6 7 8 9 10	of support that would decrease over the years. THE COURT: And did you do that? MS. NABER: We provided some level of support. We never promised a certain percentage. We never made any promises that it would be at a certain level. We just said that the City would provide some level, and it would diminish each year, which was not defined. THE COURT: And have you given them	2 3 4 5 6 7 8 9	or whatever the percentage is, you have nothing to reconcile because you don't have a percentage against which to reconcile it, which is consistent with fact that the City did not make any commitment to do a reconciliation. It's not that the City doesn't want to be accountable. It's that there was no set percentage against which you can do a reconciliation and audit. So there is and, again THE COURT: I understand.
2 3 4 5 6 7 8 9 10 11 12	of support that would decrease over the years. THE COURT: And did you do that? MS. NABER: We provided some level of support. We never promised a certain percentage. We never made any promises that it would be at a certain level. We just said that the City would provide some level, and it would diminish each year, which was not defined. THE COURT: And have you given them notice as to the types the level of support that	2 3 4 5 6 7 8 9 10 11	or whatever the percentage is, you have nothing to reconcile because you don't have a percentage against which to reconcile it, which is consistent with fact that the City did not make any commitment to do a reconciliation. It's not that the City doesn't want to be accountable. It's that there was no set percentage against which you can do a reconciliation and audit. So there is and, again THE COURT: I understand. MR. PRENDERGAST: And again, just to
2 3 4 5 6 7 8 9 10 11	of support that would decrease over the years. THE COURT: And did you do that? MS. NABER: We provided some level of support. We never promised a certain percentage. We never made any promises that it would be at a certain level. We just said that the City would provide some level, and it would diminish each year, which was not defined. THE COURT: And have you given them notice as to the types the level of support that you've given?	2 3 4 5 6 7 8 9 10 11 12	or whatever the percentage is, you have nothing to reconcile because you don't have a percentage against which to reconcile it, which is consistent with fact that the City did not make any commitment to do a reconciliation. It's not that the City doesn't want to be accountable. It's that there was no set percentage against which you can do a reconciliation and audit. So there is and, again THE COURT: I understand. MR. PRENDERGAST: And again, just to add to the jurisdictional issue here as clearly as I
2 3 4 5 6 7 8 9 10 11 12 13	of support that would decrease over the years. THE COURT: And did you do that? MS. NABER: We provided some level of support. We never promised a certain percentage. We never made any promises that it would be at a certain level. We just said that the City would provide some level, and it would diminish each year, which was not defined. THE COURT: And have you given them notice as to the types the level of support that you've given? MS. NABER: We gave them what we	2 3 4 5 6 7 8 9 10 11 12 13	or whatever the percentage is, you have nothing to reconcile because you don't have a percentage against which to reconcile it, which is consistent with fact that the City did not make any commitment to do a reconciliation. It's not that the City doesn't want to be accountable. It's that there was no set percentage against which you can do a reconciliation and audit. So there is and, again THE COURT: I understand. MR. PRENDERGAST: And again, just to add to the jurisdictional issue here as clearly as I can, the fact that they have never filed a claim in
2 3 4 5 6 7 8 9 10 11 12 13 14	of support that would decrease over the years. THE COURT: And did you do that? MS. NABER: We provided some level of support. We never promised a certain percentage. We never made any promises that it would be at a certain level. We just said that the City would provide some level, and it would diminish each year, which was not defined. THE COURT: And have you given them notice as to the types the level of support that you've given? MS. NABER: We gave them what we gave them is we charged them premiums.	2 3 4 5 7 8 9 10 11 12 13 14	or whatever the percentage is, you have nothing to reconcile because you don't have a percentage against which to reconcile it, which is consistent with fact that the City did not make any commitment to do a reconciliation. It's not that the City doesn't want to be accountable. It's that there was no set percentage against which you can do a reconciliation and audit. So there is and, again THE COURT: I understand. MR. PRENDERGAST: And again, just to add to the jurisdictional issue here as clearly as I can, the fact that they have never filed a claim in any complaint on that subject but want to basically
2 3 4 5 6 7 8 9 10 11 12 13 14 15	of support that would decrease over the years. THE COURT: And did you do that? MS. NABER: We provided some level of support. We never promised a certain percentage. We never made any promises that it would be at a certain level. We just said that the City would provide some level, and it would diminish each year, which was not defined. THE COURT: And have you given them notice as to the types the level of support that you've given? MS. NABER: We gave them what we	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	or whatever the percentage is, you have nothing to reconcile because you don't have a percentage against which to reconcile it, which is consistent with fact that the City did not make any commitment to do a reconciliation. It's not that the City doesn't want to be accountable. It's that there was no set percentage against which you can do a reconciliation and audit. So there is and, again THE COURT: I understand. MR. PRENDERGAST: And again, just to add to the jurisdictional issue here as clearly as I can, the fact that they have never filed a claim in any complaint on that subject but want to basically piggyback on the Korshak and Windows situation where
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	of support that would decrease over the years. THE COURT: And did you do that? MS. NABER: We provided some level of support. We never promised a certain percentage. We never made any promises that it would be at a certain level. We just said that the City would provide some level, and it would diminish each year, which was not defined. THE COURT: And have you given them notice as to the types the level of support that you've given? MS. NABER: We gave them what we gave them is we charged them premiums. And so they pay the premiums. That was their we determined what we would accept from	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	or whatever the percentage is, you have nothing to reconcile because you don't have a percentage against which to reconcile it, which is consistent with fact that the City did not make any commitment to do a reconciliation. It's not that the City doesn't want to be accountable. It's that there was no set percentage against which you can do a reconciliation and audit. So there is and, again THE COURT: I understand. MR. PRENDERGAST: And again, just to add to the jurisdictional issue here as clearly as I can, the fact that they have never filed a claim in any complaint on that subject but want to basically piggyback on the Korshak and Windows situation where there is a commitment by a certain percentage, is the
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	of support that would decrease over the years. THE COURT: And did you do that? MS. NABER: We provided some level of support. We never promised a certain percentage. We never made any promises that it would be at a certain level. We just said that the City would provide some level, and it would diminish each year, which was not defined. THE COURT: And have you given them notice as to the types the level of support that you've given? MS. NABER: We gave them what we gave them is we charged them premiums. And so they pay the premiums. That	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	or whatever the percentage is, you have nothing to reconcile because you don't have a percentage against which to reconcile it, which is consistent with fact that the City did not make any commitment to do a reconciliation. It's not that the City doesn't want to be accountable. It's that there was no set percentage against which you can do a reconciliation and audit. So there is and, again THE COURT: I understand. MR. PRENDERGAST: And again, just to add to the jurisdictional issue here as clearly as I can, the fact that they have never filed a claim in any complaint on that subject but want to basically piggyback on the Korshak and Windows situation where there is a commitment by a certain percentage, is the reason why the Court doesn't have jurisdiction until
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	of support that would decrease over the years. THE COURT: And did you do that? MS. NABER: We provided some level of support. We never promised a certain percentage. We never made any promises that it would be at a certain level. We just said that the City would provide some level, and it would diminish each year, which was not defined. THE COURT: And have you given them notice as to the types the level of support that you've given? MS. NABER: We gave them what we gave them is we charged them premiums. And so they pay the premiums. That was their we determined what we would accept from the annuitants, and the City paid the rest. And it varied over the course of those	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	or whatever the percentage is, you have nothing to reconcile because you don't have a percentage against which to reconcile it, which is consistent with fact that the City did not make any commitment to do a reconciliation. It's not that the City doesn't want to be accountable. It's that there was no set percentage against which you can do a reconciliation and audit. So there is and, again THE COURT: I understand. MR. PRENDERGAST: And again, just to add to the jurisdictional issue here as clearly as I can, the fact that they have never filed a claim in any complaint on that subject but want to basically piggyback on the Korshak and Windows situation where there is a commitment by a certain percentage, is the
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	of support that would decrease over the years. THE COURT: And did you do that? MS. NABER: We provided some level of support. We never promised a certain percentage. We never made any promises that it would be at a certain level. We just said that the City would provide some level, and it would diminish each year, which was not defined. THE COURT: And have you given them notice as to the types the level of support that you've given? MS. NABER: We gave them what we gave them is we charged them premiums. And so they pay the premiums. That was their we determined what we would accept from the annuitants, and the City paid the rest.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	or whatever the percentage is, you have nothing to reconcile because you don't have a percentage against which to reconcile it, which is consistent with fact that the City did not make any commitment to do a reconciliation. It's not that the City doesn't want to be accountable. It's that there was no set percentage against which you can do a reconciliation and audit. So there is and, again THE COURT: I understand. MR. PRENDERGAST: And again, just to add to the jurisdictional issue here as clearly as I can, the fact that they have never filed a claim in any complaint on that subject but want to basically piggyback on the Korshak and Windows situation where there is a commitment by a certain percentage, is the reason why the Court doesn't have jurisdiction until they give you a pleading that creates a cause of
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	of support that would decrease over the years. THE COURT: And did you do that? MS. NABER: We provided some level of support. We never promised a certain percentage. We never made any promises that it would be at a certain level. We just said that the City would provide some level, and it would diminish each year, which was not defined. THE COURT: And have you given them notice as to the types the level of support that you've given? MS. NABER: We gave them what we gave them is we charged them premiums. And so they pay the premiums. That was their we determined what we would accept from the annuitants, and the City paid the rest. And it varied over the course of those years for different people. We never made a	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	or whatever the percentage is, you have nothing to reconcile because you don't have a percentage against which to reconcile it, which is consistent with fact that the City did not make any commitment to do a reconciliation. It's not that the City doesn't want to be accountable. It's that there was no set percentage against which you can do a reconciliation and audit. So there is and, again THE COURT: I understand. MR. PRENDERGAST: And again, just to add to the jurisdictional issue here as clearly as I can, the fact that they have never filed a claim in any complaint on that subject but want to basically piggyback on the Korshak and Windows situation where there is a commitment by a certain percentage, is the reason why the Court doesn't have jurisdiction until they give you a pleading that creates a cause of action against which they can make a claim.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	of support that would decrease over the years. THE COURT: And did you do that? MS. NABER: We provided some level of support. We never promised a certain percentage. We never made any promises that it would be at a certain level. We just said that the City would provide some level, and it would diminish each year, which was not defined. THE COURT: And have you given them notice as to the types the level of support that you've given? MS. NABER: We gave them what we gave them is we charged them premiums. And so they pay the premiums. That was their we determined what we would accept from the annuitants, and the City paid the rest. And it varied over the course of those years for different people. We never made a percentage commitment.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	or whatever the percentage is, you have nothing to reconcile because you don't have a percentage against which to reconcile it, which is consistent with fact that the City did not make any commitment to do a reconciliation. It's not that the City doesn't want to be accountable. It's that there was no set percentage against which you can do a reconciliation and audit. So there is and, again THE COURT: I understand. MR. PRENDERGAST: And again, just to add to the jurisdictional issue here as clearly as I can, the fact that they have never filed a claim in any complaint on that subject but want to basically piggyback on the Korshak and Windows situation where there is a commitment by a certain percentage, is the reason why the Court doesn't have jurisdiction until they give you a pleading that creates a cause of action against which they can make a claim. They have just we've raised this
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	of support that would decrease over the years. THE COURT: And did you do that? MS. NABER: We provided some level of support. We never promised a certain percentage. We never made any promises that it would be at a certain level. We just said that the City would provide some level, and it would diminish each year, which was not defined. THE COURT: And have you given them notice as to the types the level of support that you've given? MS. NABER: We gave them what we gave them is we charged them premiums. And so they pay the premiums. That was their we determined what we would accept from the annuitants, and the City paid the rest. And it varied over the course of those years for different people. We never made a percentage commitment. So when the City voluntarily said it	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	or whatever the percentage is, you have nothing to reconcile because you don't have a percentage against which to reconcile it, which is consistent with fact that the City did not make any commitment to do a reconciliation. It's not that the City doesn't want to be accountable. It's that there was no set percentage against which you can do a reconciliation and audit. So there is and, again THE COURT: I understand. MR. PRENDERGAST: And again, just to add to the jurisdictional issue here as clearly as I can, the fact that they have never filed a claim in any complaint on that subject but want to basically piggyback on the Korshak and Windows situation where there is a commitment by a certain percentage, is the reason why the Court doesn't have jurisdiction until they give you a pleading that creates a cause of action against which they can make a claim. They have just we've raised this several times. There's no magic to drafting a

10 (Pages 34 to 37)

	Page 38		Page 40
1	summarily.	1	MR. PRENDERGAST: That's not Justice
2	Because if you read the 2013 letter	2	Simon's quote. His quote ended the previous two
3	and observe what the City has done through 2016, it	3	sentences.
4	is entirely consistent with what the City committed	4	THE COURT: I'm sorry?
5	to do. And the City can constitutionally be required	5	MR. PRENDERGAST: His quote ends at
6	only to do what it has a commitment to do.	6	healthcare.
7	And that's the reason why there were	7	THE COURT: No, I'm quoting from the
8	competing orders here on reconciliation, and that is	8	opinion, Richard.
9	why there's a jurisdictional issue that is a	9	MR. PRENDERGAST: Oh, I'm sorry.
10	fundamental jurisdictional issue, because this issue	10	THE COURT: You're wrong. That is
11	has never been before you. It was not part of the	11	Justice Simon's statement.
12	remand from the appellate court.	12	And so what he's saying is that
13	And counsel knows it, and the reason	13	because you refer to the plan in the May 13th
14	he the refusal to file something, that would	14	May 15th, 2013, letter and I may disagree with
15	create a jurisdictional basis is entirely up to him.	15	him, but his opinion seem to be saying that since
16	It's not up to me. I'm not going to file his	16	you're talking about the prior plan and moving it
17	pleadings for him.	17	forward, it kind of impletes any future developments
18	THE COURT: When the when Justice	18	and your intentions as part of the original plan.
19	Simon opined in this matter	19	And if that's the case, then
20	MR. KRISLOV: Your Honor, I think I	20	jurisdiction does lie here, according to their
21	can explain.	21	decision.
22	THE COURT: You know, Clint, when I	22	You understand what I'm saying?
23	want you to, I will let you give you the	23	MS. NABER: I understand what you're
24	opportunity to speak.	24	saying, Your Honor.
	Page 39		Page 41
1	MR. KRISLOV: Sorry. Trying to remain	1	THE COURT: Tell me why I'm wrong.
2	silent through Mr. Prendergast sometimes is a	2	MS. NABER: I read that the total
3	challenge for me.	3	opposite. What they were trying to distinguish is
4	THE COURT: I understand.	4	that the City extended it for the six months.
5	In paragraph 18 of Justice Simon's	5	THE COURT: Yes.
б	opinion, he talks about the letter, and he says, and	6	MS. NABER: The City wasn't going to
7	I quote:	7	make any changes for six months.
8	[AS READ:	8	But as of January 1st, it was a new
9	The letter then explains that the City	9	day. The City was going to make changes, implement
10	would, internal quote, adjust the benefit levels	10	new plans, implement a new structure that would be
11	provided under the current plan, starting	11	applied to these annuitants. That's in the context
12	January 1st, 2014.	12	of what they were talking about is whether the City
13	The letter also states that beginning	13	extended it six months, and they said, well, yeah,
14	2014 again, quote, internal quote in light of	14	you're looking at it.
15	the evolving landscape of national healthcare	15	But I think there's a couple of places
16	challenges faced by Chicago taxpayers, the City	16	in the opinion where it basically said
17	will need to make changes to the current retiree	17	January 1st the City said we'll do something different, and it did do something different
18 19	healthcare plan, unquote, uninternal quote.	18 19	different, and it did do something different.
	Justice Simon goes on to say, if the	20	THE COURT: Okay, so your just to
20 21	then-current plan ceased in June 2013, why would the City repeatedly state it would start to make	20	state succinctly, your position is that anything that was offered after January 1st, 2014, to the
⊿⊥ 22	the City repeatedly state it would start to make changes to that plan in 2014? The only reasonable	22	non-Korshak, non-Windows classes was a brand new plan
22	interpretation is that it remained the operative	23	and that it was not therefore it's not cognizable
24	plan.]	24	under this lawsuit, first and most importantly.
	L1	<u> </u>	

11 (Pages 38 to 41)

	Page 42		Page 44
1	And, secondly, that you can phase it	1	says they'll do the Korshak and Window people what
2	out by the beginning of 2017. It's your position you	2	they initially
3	can do anything you want, and, therefore and if	3	THE COURT: I agree with you
4	they have a beef about that, they should file a	4	MR. KRISLOV: Okay.
5	lawsuit based upon whatever cause of action they can	5	THE COURT: and so do they. That's
6	find in this letter that accrues as a result of	6	why they've done it.
7	whatever promise you made post-January 1st, 2014 to	7	MR. KRISLOV: Well, that's
8	supply healthcare benefits.	8	THE COURT: Let me finish. They've
9	MS. NABER: Right. And I don't think	9	done the audit and reconciliation, or they're in the
10	there is any beef from those annuitants that the City	10	process of doing it for '14, '15 and '16.
11	didn't do what it promised those annuitants in the	11	MR. KRISLOV: Only because we've
12	May 2013 letter.	12	moved
13	MR. PRENDERGAST: The language you	13	THE COURT: Regardless of why, they
14	read, by the way, Judge, I agree with counsel.	14	agreed.
15	THE COURT: Well, then there's no	15	MR. KRISLOV: But it's important.
16	reason to repeat it.	16	They didn't do it voluntarily. They did it after we
17	Clint.	17	made a motion, after we appealed, after we came back.
18	MR. KRISLOV: The reason that the	18	We made a motion. They are not doing it voluntarily.
19	that the opinion you read from dealt with the 2013	19	They're doing it because we had a pending motion.
20	period alone was because we had come you to and said	20	THE COURT: Hardly relevant to what
21	they have to at the time, we were in 2014. And	21	we're talking about.
22	they should be reconciling the last we came at the	22	MR. KRISLOV: Yes. It's and with
23	end of 2013, and we said you have to reconcile the	23	respect to the other people
24	last half of 2013.	24	THE COURT: That's what we're talking
	Page 43		Page 45
			5
1	You extended this by your letter,	1	about.
1 2	You extended this by your letter, you extended the settlement and the reconciliation	1 2	
	• •		about.
2 3 4	you extended the settlement and the reconciliation process, and you committed to that, and you have to do that.	2 3 4	about. MR. KRISLOV: With respect to the other people, our belief is they have extended they say
2 3	you extended the settlement and the reconciliation process, and you committed to that, and you have to	2 3	about. MR. KRISLOV: With respect to the other people, our belief is they have extended
2 3 4 5 6	you extended the settlement and the reconciliation process, and you committed to that, and you have to do that. And that's all that was relevant at the time. That's why when you denied us, we appealed	2 3 4 5	about. MR. KRISLOV: With respect to the other people, our belief is they have extended they say THE COURT: Show me where. MR. KRISLOV: They say
2 3 4 5	you extended the settlement and the reconciliation process, and you committed to that, and you have to do that. And that's all that was relevant at	2 3 4 5	about. MR. KRISLOV: With respect to the other people, our belief is they have extended they say THE COURT: Show me where. MR. KRISLOV: They say THE COURT: Show me where they
2 3 4 5 6 7 8	you extended the settlement and the reconciliation process, and you committed to that, and you have to do that. And that's all that was relevant at the time. That's why when you denied us, we appealed that, and that's all that was relevant at the time. When it came back after that, we said,	2 3 4 5 6 7 8	about. MR. KRISLOV: With respect to the other people, our belief is they have extended they say THE COURT: Show me where. MR. KRISLOV: They say THE COURT: Show me where they extended the settlement plan to Classes 3 and 4 by
2 3 4 5 6 7 8 9	you extended the settlement and the reconciliation process, and you committed to that, and you have to do that. And that's all that was relevant at the time. That's why when you denied us, we appealed that, and that's all that was relevant at the time. When it came back after that, we said, and we want because the letter extends the	2 3 4 5 6 7 8 9	about. MR. KRISLOV: With respect to the other people, our belief is they have extended they say THE COURT: Show me where. MR. KRISLOV: They say THE COURT: Show me where they extended the settlement plan to Classes 3 and 4 by this letter.
2 3 4 5 6 7 8 9 10	you extended the settlement and the reconciliation process, and you committed to that, and you have to do that. And that's all that was relevant at the time. That's why when you denied us, we appealed that, and that's all that was relevant at the time. When it came back after that, we said, and we want because the letter extends the settlement and reconciliation process. And if I'm	2 3 4 5 6 7 8 9 10	about. MR. KRISLOV: With respect to the other people, our belief is they have extended they say THE COURT: Show me where. MR. KRISLOV: They say THE COURT: Show me where they extended the settlement plan to Classes 3 and 4 by this letter. If you're right, if it's a contractual
2 3 4 5 6 7 8 9 10 11	you extended the settlement and the reconciliation process, and you committed to that, and you have to do that. And that's all that was relevant at the time. That's why when you denied us, we appealed that, and that's all that was relevant at the time. When it came back after that, we said, and we want because the letter extends the settlement and reconciliation process. And if I'm not class counsel for all these groups, I don't know	2 3 4 5 6 7 8 9 10 11	about. MR. KRISLOV: With respect to the other people, our belief is they have extended they say THE COURT: Show me where. MR. KRISLOV: They say THE COURT: Show me where they extended the settlement plan to Classes 3 and 4 by this letter. If you're right, if it's a contractual agreement to do that, great. If it isn't, if it's a
2 3 4 5 6 7 8 9 10 11 12	you extended the settlement and the reconciliation process, and you committed to that, and you have to do that. And that's all that was relevant at the time. That's why when you denied us, we appealed that, and that's all that was relevant at the time. When it came back after that, we said, and we want because the letter extends the settlement and reconciliation process. And if I'm not class counsel for all these groups, I don't know where I get the authority to speak.	2 3 4 5 6 7 8 9 10 11 12	about. MR. KRISLOV: With respect to the other people, our belief is they have extended they say THE COURT: Show me where. MR. KRISLOV: They say THE COURT: Show me where they extended the settlement plan to Classes 3 and 4 by this letter. If you're right, if it's a contractual agreement to do that, great. If it isn't, if it's a new contract, not so great. And that means there
2 3 4 5 6 7 8 9 10 11 12 13	you extended the settlement and the reconciliation process, and you committed to that, and you have to do that. And that's all that was relevant at the time. That's why when you denied us, we appealed that, and that's all that was relevant at the time. When it came back after that, we said, and we want because the letter extends the settlement and reconciliation process. And if I'm not class counsel for all these groups, I don't know where I get the authority to speak. THE COURT: Clint, please.	2 3 4 5 6 7 8 9 10 11 12 13	about. MR. KRISLOV: With respect to the other people, our belief is they have extended they say THE COURT: Show me where. MR. KRISLOV: They say THE COURT: Show me where they extended the settlement plan to Classes 3 and 4 by this letter. If you're right, if it's a contractual agreement to do that, great. If it isn't, if it's a new contract, not so great. And that means there has at least for purposes of jurisdiction. It
2 3 4 5 6 7 8 9 10 11 12 13 14	you extended the settlement and the reconciliation process, and you committed to that, and you have to do that. And that's all that was relevant at the time. That's why when you denied us, we appealed that, and that's all that was relevant at the time. When it came back after that, we said, and we want because the letter extends the settlement and reconciliation process. And if I'm not class counsel for all these groups, I don't know where I get the authority to speak. THE COURT: Clint, please. MR. KRISLOV: The fact of the matter	2 3 4 5 6 7 8 9 10 11 12 13 14	about. MR. KRISLOV: With respect to the other people, our belief is they have extended they say THE COURT: Show me where. MR. KRISLOV: They say THE COURT: Show me where they extended the settlement plan to Classes 3 and 4 by this letter. If you're right, if it's a contractual agreement to do that, great. If it isn't, if it's a new contract, not so great. And that means there has at least for purposes of jurisdiction. It doesn't mean you can't file a lawsuit based upon
2 3 4 5 6 7 8 9 10 11 12 13 14 15	you extended the settlement and the reconciliation process, and you committed to that, and you have to do that. And that's all that was relevant at the time. That's why when you denied us, we appealed that, and that's all that was relevant at the time. When it came back after that, we said, and we want because the letter extends the settlement and reconciliation process. And if I'm not class counsel for all these groups, I don't know where I get the authority to speak. THE COURT: Clint, please. MR. KRISLOV: The fact of the matter is, they extended the agreement through the end of	2 3 4 5 6 7 8 9 10 11 12 13 14 15	about. MR. KRISLOV: With respect to the other people, our belief is they have extended they say THE COURT: Show me where. MR. KRISLOV: They say THE COURT: Show me where they extended the settlement plan to Classes 3 and 4 by this letter. If you're right, if it's a contractual agreement to do that, great. If it isn't, if it's a new contract, not so great. And that means there has at least for purposes of jurisdiction. It doesn't mean you can't file a lawsuit based upon this.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	you extended the settlement and the reconciliation process, and you committed to that, and you have to do that. And that's all that was relevant at the time. That's why when you denied us, we appealed that, and that's all that was relevant at the time. When it came back after that, we said, and we want because the letter extends the settlement and reconciliation process. And if I'm not class counsel for all these groups, I don't know where I get the authority to speak. THE COURT: Clint, please. MR. KRISLOV: The fact of the matter is, they extended the agreement through the end of 2016 in at least they committed to extending their	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	about. MR. KRISLOV: With respect to the other people, our belief is they have extended they say THE COURT: Show me where. MR. KRISLOV: They say THE COURT: Show me where they extended the settlement plan to Classes 3 and 4 by this letter. If you're right, if it's a contractual agreement to do that, great. If it isn't, if it's a new contract, not so great. And that means there has at least for purposes of jurisdiction. It doesn't mean you can't file a lawsuit based upon this. MR. KRISLOV: It is our position that
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	you extended the settlement and the reconciliation process, and you committed to that, and you have to do that. And that's all that was relevant at the time. That's why when you denied us, we appealed that, and that's all that was relevant at the time. When it came back after that, we said, and we want because the letter extends the settlement and reconciliation process. And if I'm not class counsel for all these groups, I don't know where I get the authority to speak. THE COURT: Clint, please. MR. KRISLOV: The fact of the matter is, they extended the agreement through the end of 2016 in at least they committed to extending their obligation the City's obligations under the	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	about. MR. KRISLOV: With respect to the other people, our belief is they have extended they say THE COURT: Show me where. MR. KRISLOV: They say THE COURT: Show me where they extended the settlement plan to Classes 3 and 4 by this letter. If you're right, if it's a contractual agreement to do that, great. If it isn't, if it's a new contract, not so great. And that means there has at least for purposes of jurisdiction. It doesn't mean you can't file a lawsuit based upon this. MR. KRISLOV: It is our position that this letter extended the agreement.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	you extended the settlement and the reconciliation process, and you committed to that, and you have to do that. And that's all that was relevant at the time. That's why when you denied us, we appealed that, and that's all that was relevant at the time. When it came back after that, we said, and we want because the letter extends the settlement and reconciliation process. And if I'm not class counsel for all these groups, I don't know where I get the authority to speak. THE COURT: Clint, please. MR. KRISLOV: The fact of the matter is, they extended the agreement through the end of 2016 in at least they committed to extending their obligation the City's obligations under the agreement to the end of 2016.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	about. MR. KRISLOV: With respect to the other people, our belief is they have extended they say THE COURT: Show me where. MR. KRISLOV: They say THE COURT: Show me where they extended the settlement plan to Classes 3 and 4 by this letter. If you're right, if it's a contractual agreement to do that, great. If it isn't, if it's a new contract, not so great. And that means there has at least for purposes of jurisdiction. It doesn't mean you can't file a lawsuit based upon this. MR. KRISLOV: It is our position that this letter extended the agreement. THE COURT: Show me where.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	you extended the settlement and the reconciliation process, and you committed to that, and you have to do that. And that's all that was relevant at the time. That's why when you denied us, we appealed that, and that's all that was relevant at the time. When it came back after that, we said, and we want because the letter extends the settlement and reconciliation process. And if I'm not class counsel for all these groups, I don't know where I get the authority to speak. THE COURT: Clint, please. MR. KRISLOV: The fact of the matter is, they extended the agreement through the end of 2016 in at least they committed to extending their obligation the City's obligations under the agreement to the end of 2016. THE COURT: To whom?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	about. MR. KRISLOV: With respect to the other people, our belief is they have extended they say THE COURT: Show me where. MR. KRISLOV: They say THE COURT: Show me where they extended the settlement plan to Classes 3 and 4 by this letter. If you're right, if it's a contractual agreement to do that, great. If it isn't, if it's a new contract, not so great. And that means there has at least for purposes of jurisdiction. It doesn't mean you can't file a lawsuit based upon this. MR. KRISLOV: It is our position that this letter extended the agreement. THE COURT: Show me where. MR. KRISLOV: It says the City will
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	you extended the settlement and the reconciliation process, and you committed to that, and you have to do that. And that's all that was relevant at the time. That's why when you denied us, we appealed that, and that's all that was relevant at the time. When it came back after that, we said, and we want because the letter extends the settlement and reconciliation process. And if I'm not class counsel for all these groups, I don't know where I get the authority to speak. THE COURT: Clint, please. MR. KRISLOV: The fact of the matter is, they extended the agreement through the end of 2016 in at least they committed to extending their obligation the City's obligations under the agreement to the end of 2016. THE COURT: To whom? MR. KRISLOV: To the to all the	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	about. MR. KRISLOV: With respect to the other people, our belief is they have extended they say THE COURT: Show me where. MR. KRISLOV: They say THE COURT: Show me where they extended the settlement plan to Classes 3 and 4 by this letter. If you're right, if it's a contractual agreement to do that, great. If it isn't, if it's a new contract, not so great. And that means there has at least for purposes of jurisdiction. It doesn't mean you can't file a lawsuit based upon this. MR. KRISLOV: It is our position that this letter extended the agreement. THE COURT: Show me where. MR. KRISLOV: It says the City will extend current coverage and benefit levels until
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	you extended the settlement and the reconciliation process, and you committed to that, and you have to do that. And that's all that was relevant at the time. That's why when you denied us, we appealed that, and that's all that was relevant at the time. When it came back after that, we said, and we want because the letter extends the settlement and reconciliation process. And if I'm not class counsel for all these groups, I don't know where I get the authority to speak. THE COURT: Clint, please. MR. KRISLOV: The fact of the matter is, they extended the agreement through the end of 2016 in at least they committed to extending their obligation the City's obligations under the agreement to the end of 2016. THE COURT: To whom? MR. KRISLOV: To the to all the to all the retirees in they had different	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	about. MR. KRISLOV: With respect to the other people, our belief is they have extended they say THE COURT: Show me where. MR. KRISLOV: They say THE COURT: Show me where they extended the settlement plan to Classes 3 and 4 by this letter. If you're right, if it's a contractual agreement to do that, great. If it isn't, if it's a new contract, not so great. And that means there has at least for purposes of jurisdiction. It doesn't mean you can't file a lawsuit based upon this. MR. KRISLOV: It is our position that this letter extended the agreement. THE COURT: Show me where. MR. KRISLOV: It says the City will extend current coverage and benefit levels until December 31, 2013.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	you extended the settlement and the reconciliation process, and you committed to that, and you have to do that. And that's all that was relevant at the time. That's why when you denied us, we appealed that, and that's all that was relevant at the time. When it came back after that, we said, and we want because the letter extends the settlement and reconciliation process. And if I'm not class counsel for all these groups, I don't know where I get the authority to speak. THE COURT: Clint, please. MR. KRISLOV: The fact of the matter is, they extended the agreement through the end of 2016 in at least they committed to extending their obligation the City's obligations under the agreement to the end of 2016. THE COURT: To whom? MR. KRISLOV: To the to all the to all the retirees in they had different proportions. They said, we'll do the Kor	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	about. MR. KRISLOV: With respect to the other people, our belief is they have extended they say THE COURT: Show me where. MR. KRISLOV: They say THE COURT: Show me where they extended the settlement plan to Classes 3 and 4 by this letter. If you're right, if it's a contractual agreement to do that, great. If it isn't, if it's a new contract, not so great. And that means there has at least for purposes of jurisdiction. It doesn't mean you can't file a lawsuit based upon this. MR. KRISLOV: It is our position that this letter extended the agreement. THE COURT: Show me where. MR. KRISLOV: It says the City will extend current coverage and benefit levels until December 31, 2013. After January 1, 2014, the City will
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	you extended the settlement and the reconciliation process, and you committed to that, and you have to do that. And that's all that was relevant at the time. That's why when you denied us, we appealed that, and that's all that was relevant at the time. When it came back after that, we said, and we want because the letter extends the settlement and reconciliation process. And if I'm not class counsel for all these groups, I don't know where I get the authority to speak. THE COURT: Clint, please. MR. KRISLOV: The fact of the matter is, they extended the agreement through the end of 2016 in at least they committed to extending their obligation the City's obligations under the agreement to the end of 2016. THE COURT: To whom? MR. KRISLOV: To the to all the to all the retirees in they had different	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	about. MR. KRISLOV: With respect to the other people, our belief is they have extended they say THE COURT: Show me where. MR. KRISLOV: They say THE COURT: Show me where they extended the settlement plan to Classes 3 and 4 by this letter. If you're right, if it's a contractual agreement to do that, great. If it isn't, if it's a new contract, not so great. And that means there has at least for purposes of jurisdiction. It doesn't mean you can't file a lawsuit based upon this. MR. KRISLOV: It is our position that this letter extended the agreement. THE COURT: Show me where. MR. KRISLOV: It says the City will extend current coverage and benefit levels until December 31, 2013.

12 (Pages 42 to 45)

	Page 46		Page 48
1	which we had to enforce them doing at 55 percent, for	1	THE COURT: I meant the settlement.
2	all annuitants who retired on or after August 23 in	2	MR. KRISLOV: With respect to the
3	light of the	3	other people, we're going to start making some
4	THE COURT: No, no, no. For the	4	changes.
5	Korshak and Windows subclasses. That's what they	5	And at the time, what we said is,
6	said.	6	look, we are we're dealing with the merits on the
7	MR. KRISLOV: Yes. Next paragraph.	7	appeal, which continues, and we'll deal with the
8	THE COURT: All right. Now, I'm	8	merits of what each group is entitled to on the
9	concerned about Class 3 and Class 4.	9	merits, on that appeal.
10	MR. KRISLOV: We're not making if	10	But this doesn't say that the plan
11	we're not certifying it, you can't make decisions	11	ends, nor could they. Because under the settlement
12	regarding those without	12	agreement
13	THE COURT: Then why did you ask me	13	THE COURT: I meant under the that
14	to?	14	the settlement agreement ended.
15	MR. KRISLOV: Well, I'm not saying to	15	MR. KRISLOV: The settlement agreement
16	do it separate. I'm saying that they, by this	16	didn't end. The settlement agreement continued,
17	letter, extended the Korshak agreement in some	17	because the settlement agreement gives them rights
18	respects that we asked to hold them to.	18	to as the latest appellate court says, the
19	THE COURT: Where? Show me. For	19	settlement agreement continues for everybody who
20	Class 3 and Class 4, where did they extend the	20	becomes a participant through mid 2003, at least.
21	MR. KRISLOV: In the next paragraph	21	And we're trying to determine in the
22	THE COURT: Korshak agreement after	22	appellate court, and we will in the Supreme Court,
23	January 1st, 2014?	23	what each subgroup is entitled to and what changes
24	MR. KRISLOV: The City will need to	24	the City is entitled to make.
	Page 47		Page 49
1	make changes to the current retiree healthcare plan.	1	Because under the settlement
2	They're changing the existing plan.	2	THE COURT: So let me ask you another
3	They're asserting their right to change the existing	3	question.
4	plan.	4	They say that they've changed it in
5	The existing plan is what continues,	5	the way that they've changed it. They're giving a
6	and they want to change this.	6	
		Ŭ	solid number by paying the premium. It's not
7	THE COURT: But the plan ended.	7	solid number by paying the premium. It's not 55 percent of anything. It's just money.
8	MR. KRISLOV: No. With all due with	7 8	solid number by paying the premium. It's not 55 percent of anything. It's just money. MR. KRISLOV: And that's
8 9	MR. KRISLOV: No. With all due with respect, the plan didn't end	7 8 9	solid number by paying the premium. It's not 55 percent of anything. It's just money. MR. KRISLOV: And that's THE COURT: Let me finish.
8 9 10	MR. KRISLOV: No. With all due with respect, the plan didn't end THE COURT: Could you please let me	7 8 9 10	solid number by paying the premium. It's not 55 percent of anything. It's just money. MR. KRISLOV: And that's THE COURT: Let me finish. And that there's therefore, even if
8 9 10 11	MR. KRISLOV: No. With all due with respect, the plan didn't end THE COURT: Could you please let me finish a sentence, then you could tell me "no."	7 8 9 10 11	solid number by paying the premium. It's not 55 percent of anything. It's just money. MR. KRISLOV: And that's THE COURT: Let me finish. And that there's therefore, even if you're right, there's nothing to reconcile.
8 9 10 11 12	MR. KRISLOV: No. With all due with respect, the plan didn't end THE COURT: Could you please let me finish a sentence, then you could tell me "no." MR. KRISLOV: I think I was in mid,	7 8 9 10 11 12	solid number by paying the premium. It's not 55 percent of anything. It's just money. MR. KRISLOV: And that's THE COURT: Let me finish. And that there's therefore, even if you're right, there's nothing to reconcile. What's your answer to that?
8 9 10 11 12 13	MR. KRISLOV: No. With all due with respect, the plan didn't end THE COURT: Could you please let me finish a sentence, then you could tell me "no." MR. KRISLOV: I think I was in mid, but go ahead. I'm sorry. I apologize. I wanted to	7 8 9 10 11 12 13	solid number by paying the premium. It's not 55 percent of anything. It's just money. MR. KRISLOV: And that's THE COURT: Let me finish. And that there's therefore, even if you're right, there's nothing to reconcile. What's your answer to that? MR. KRISLOV: The answer is that while
8 9 10 11 12 13 14	MR. KRISLOV: No. With all due with respect, the plan didn't end THE COURT: Could you please let me finish a sentence, then you could tell me "no." MR. KRISLOV: I think I was in mid, but go ahead. I'm sorry. I apologize. I wanted to answer your question.	7 8 9 10 11 12 13 14	solid number by paying the premium. It's not 55 percent of anything. It's just money. MR. KRISLOV: And that's THE COURT: Let me finish. And that there's therefore, even if you're right, there's nothing to reconcile. What's your answer to that? MR. KRISLOV: The answer is that while the matter is pending on appeal on what each what
8 9 10 11 12 13 14 15	MR. KRISLOV: No. With all due with respect, the plan didn't end THE COURT: Could you please let me finish a sentence, then you could tell me "no." MR. KRISLOV: I think I was in mid, but go ahead. I'm sorry. I apologize. I wanted to answer your question. THE COURT: It's called impulse	7 8 9 10 11 12 13 14 15	solid number by paying the premium. It's not 55 percent of anything. It's just money. MR. KRISLOV: And that's THE COURT: Let me finish. And that there's therefore, even if you're right, there's nothing to reconcile. What's your answer to that? MR. KRISLOV: The answer is that while the matter is pending on appeal on what each what all the people are entitled to, whether it be Class
8 9 10 11 12 13 14 15 16	MR. KRISLOV: No. With all due with respect, the plan didn't end THE COURT: Could you please let me finish a sentence, then you could tell me "no." MR. KRISLOV: I think I was in mid, but go ahead. I'm sorry. I apologize. I wanted to answer your question. THE COURT: It's called impulse control, please.	7 8 9 10 11 12 13 14 15 16	solid number by paying the premium. It's not 55 percent of anything. It's just money. MR. KRISLOV: And that's THE COURT: Let me finish. And that there's therefore, even if you're right, there's nothing to reconcile. What's your answer to that? MR. KRISLOV: The answer is that while the matter is pending on appeal on what each what all the people are entitled to, whether it be Class 1, 2, 3, 3A, 4, if there's a 5 or 6, who knows,
8 9 10 11 12 13 14 15 16 17	MR. KRISLOV: No. With all due with respect, the plan didn't end THE COURT: Could you please let me finish a sentence, then you could tell me "no." MR. KRISLOV: I think I was in mid, but go ahead. I'm sorry. I apologize. I wanted to answer your question. THE COURT: It's called impulse control, please. December 31st, 2013, the plan ended.	7 8 9 10 11 12 13 14 15 16 17	solid number by paying the premium. It's not 55 percent of anything. It's just money. MR. KRISLOV: And that's THE COURT: Let me finish. And that there's therefore, even if you're right, there's nothing to reconcile. What's your answer to that? MR. KRISLOV: The answer is that while the matter is pending on appeal on what each what all the people are entitled to, whether it be Class 1, 2, 3, 3A, 4, if there's a 5 or 6, who knows, whenever that is determined, it would determine as
8 9 10 11 12 13 14 15 16 17 18	MR. KRISLOV: No. With all due with respect, the plan didn't end THE COURT: Could you please let me finish a sentence, then you could tell me "no." MR. KRISLOV: I think I was in mid, but go ahead. I'm sorry. I apologize. I wanted to answer your question. THE COURT: It's called impulse control, please. December 31st, 2013, the plan ended. MR. KRISLOV: No.	7 8 9 10 11 12 13 14 15 16 17 18	solid number by paying the premium. It's not 55 percent of anything. It's just money. MR. KRISLOV: And that's THE COURT: Let me finish. And that there's therefore, even if you're right, there's nothing to reconcile. What's your answer to that? MR. KRISLOV: The answer is that while the matter is pending on appeal on what each what all the people are entitled to, whether it be Class 1, 2, 3, 3A, 4, if there's a 5 or 6, who knows, whenever that is determined, it would determine as well what rights the City has under the plan to
8 9 10 11 12 13 14 15 16 17 18 19	MR. KRISLOV: No. With all due with respect, the plan didn't end THE COURT: Could you please let me finish a sentence, then you could tell me "no." MR. KRISLOV: I think I was in mid, but go ahead. I'm sorry. I apologize. I wanted to answer your question. THE COURT: It's called impulse control, please. December 31st, 2013, the plan ended. MR. KRISLOV: No. THE COURT: No?	7 8 9 10 11 12 13 14 15 16 17 18 19	solid number by paying the premium. It's not 55 percent of anything. It's just money. MR. KRISLOV: And that's THE COURT: Let me finish. And that there's therefore, even if you're right, there's nothing to reconcile. What's your answer to that? MR. KRISLOV: The answer is that while the matter is pending on appeal on what each what all the people are entitled to, whether it be Class 1, 2, 3, 3A, 4, if there's a 5 or 6, who knows, whenever that is determined, it would determine as well what rights the City has under the plan to change things. The whole
8 9 10 11 12 13 14 15 16 17 18 19 20	MR. KRISLOV: No. With all due with respect, the plan didn't end THE COURT: Could you please let me finish a sentence, then you could tell me "no." MR. KRISLOV: I think I was in mid, but go ahead. I'm sorry. I apologize. I wanted to answer your question. THE COURT: It's called impulse control, please. December 31st, 2013, the plan ended. MR. KRISLOV: No. THE COURT: No? MR. KRISLOV: No, the plan did not	7 8 9 10 11 12 13 14 15 16 17 18 19 20	solid number by paying the premium. It's not 55 percent of anything. It's just money. MR. KRISLOV: And that's THE COURT: Let me finish. And that there's therefore, even if you're right, there's nothing to reconcile. What's your answer to that? MR. KRISLOV: The answer is that while the matter is pending on appeal on what each what all the people are entitled to, whether it be Class 1, 2, 3, 3A, 4, if there's a 5 or 6, who knows, whenever that is determined, it would determine as well what rights the City has under the plan to change things. The whole THE COURT: So does that mean that I
8 9 10 11 12 13 14 15 16 17 18 19 20 21	MR. KRISLOV: No. With all due with respect, the plan didn't end THE COURT: Could you please let me finish a sentence, then you could tell me "no." MR. KRISLOV: I think I was in mid, but go ahead. I'm sorry. I apologize. I wanted to answer your question. THE COURT: It's called impulse control, please. December 31st, 2013, the plan ended. MR. KRISLOV: No. THE COURT: No? MR. KRISLOV: No, the plan did not end. What they said is after December 31, 2013,	7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	solid number by paying the premium. It's not 55 percent of anything. It's just money. MR. KRISLOV: And that's THE COURT: Let me finish. And that there's therefore, even if you're right, there's nothing to reconcile. What's your answer to that? MR. KRISLOV: The answer is that while the matter is pending on appeal on what each what all the people are entitled to, whether it be Class 1, 2, 3, 3A, 4, if there's a 5 or 6, who knows, whenever that is determined, it would determine as well what rights the City has under the plan to change things. The whole THE COURT: So does that mean that I should postpone resolution of this jurisdiction issue
8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	MR. KRISLOV: No. With all due with respect, the plan didn't end THE COURT: Could you please let me finish a sentence, then you could tell me "no." MR. KRISLOV: I think I was in mid, but go ahead. I'm sorry. I apologize. I wanted to answer your question. THE COURT: It's called impulse control, please. December 31st, 2013, the plan ended. MR. KRISLOV: No. THE COURT: No? MR. KRISLOV: No, the plan did not end. What they said is after December 31, 2013, we're going to make some changes to it, in respect of	7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	solid number by paying the premium. It's not 55 percent of anything. It's just money. MR. KRISLOV: And that's THE COURT: Let me finish. And that there's therefore, even if you're right, there's nothing to reconcile. What's your answer to that? MR. KRISLOV: The answer is that while the matter is pending on appeal on what each what all the people are entitled to, whether it be Class 1, 2, 3, 3A, 4, if there's a 5 or 6, who knows, whenever that is determined, it would determine as well what rights the City has under the plan to change things. The whole THE COURT: So does that mean that I should postpone resolution of this jurisdiction issue until the appeal is resolved?
8 9 10 11 12 13 14 15 16 17 18 19 20 21	MR. KRISLOV: No. With all due with respect, the plan didn't end THE COURT: Could you please let me finish a sentence, then you could tell me "no." MR. KRISLOV: I think I was in mid, but go ahead. I'm sorry. I apologize. I wanted to answer your question. THE COURT: It's called impulse control, please. December 31st, 2013, the plan ended. MR. KRISLOV: No. THE COURT: No? MR. KRISLOV: No, the plan did not end. What they said is after December 31, 2013,	7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	solid number by paying the premium. It's not 55 percent of anything. It's just money. MR. KRISLOV: And that's THE COURT: Let me finish. And that there's therefore, even if you're right, there's nothing to reconcile. What's your answer to that? MR. KRISLOV: The answer is that while the matter is pending on appeal on what each what all the people are entitled to, whether it be Class 1, 2, 3, 3A, 4, if there's a 5 or 6, who knows, whenever that is determined, it would determine as well what rights the City has under the plan to change things. The whole THE COURT: So does that mean that I should postpone resolution of this jurisdiction issue

13 (Pages 46 to 49)

-	Page 50		Page 52
1	whether they have what they	1	now if it may be resolved by the ruling of the
2	THE COURT: They don't think I have	2	Supreme Court, if there is any? That's the first
3	jurisdiction.	3	question.
4	Go ahead.	4	Secondly, why not file another lawsuit
5	MR. KRISLOV: They didn't challenge it	5	using this extension as a basis for a cause of
6	until you raised it, and then they jumped on it. And	6	action, just to make sure that your folks have a
7	I believe, with all due respect, it's wrong.	7	lawsuit pending with this cause of action that covers
8	They, by their letter, extended the	8	them post-January 2014 on the same theory that you
9	Korshak settlement and reconciliation process for	9	just argued?
10	something for some period.	10	What's the worst that could happen
11	And what we have done is, under our	11	other than the cost involved in putting together a
12	authority as class representative from Korshak, we	12	complaint? Why not do it?
13	have said, you have committed yourself to certain	13	MR. KRISLOV: Because it's their
14	things. We don't agree that that's all you're	14^{-2}	THE COURT: It protects them if you
15	obligated to do, but we're going to hold you to those	15	do. There's no harm, no foul. There's a lawsuit
16	things under the Korshak settlement, which this Court	16	pending. It may be dismissed, it may not be
17	retained jurisdiction to interpret and enforce and	17	dismissed. If you're right, it won't be.
18	even including their extension thereof.	18	MR. KRISLOV: Your Honor, I'm only a
19	So how far it extends, what they're	19	small firm. I can't do this for the rest of my life,
20	obligated to do under it	20	and I can
21	THE COURT: So what is it you want	21	THE COURT: Okay, then it's because
22	from them?	22	you don't want to.
23	MR. KRISLOV: What do you want from	23	MR. KRISLOV: No, there's
	you?	24	THE COURT: Then don't.
	Page 51		Page 53
1		1	MD KDISLOV. There's
1	THE COURT: No. MR_KRISLOV: What do I want from	1	MR. KRISLOV: There's
2	MR. KRISLOV: What do I want from	2	THE COURT: I'm just saying, wouldn't
2 3	MR. KRISLOV: What do I want from them?	2 3	THE COURT: I'm just saying, wouldn't it solve the problem if you just filed a lawsuit
2 3 4	MR. KRISLOV: What do I want from them? THE COURT: Uhm-hmm. What do you want	2 3 4	THE COURT: I'm just saying, wouldn't it solve the problem if you just filed a lawsuit under this contract?
2 3 4 5	MR. KRISLOV: What do I want from them? THE COURT: Uhm-hmm. What do you want them to do for Class 3 and 4?	2 3 4 5	THE COURT: I'm just saying, wouldn't it solve the problem if you just filed a lawsuit under this contract? MR. KRISLOV: It is not
2 3 4 5 6	MR. KRISLOV: What do I want from them? THE COURT: Uhm-hmm. What do you want them to do for Class 3 and 4? MR. KRISLOV: For Class 3 and 4, I	2 3 4 5 6	THE COURT: I'm just saying, wouldn't it solve the problem if you just filed a lawsuit under this contract? MR. KRISLOV: It is not THE COURT: Alleged contract?
2 3 4 5 6 7	MR. KRISLOV: What do I want from them? THE COURT: Uhm-hmm. What do you want them to do for Class 3 and 4? MR. KRISLOV: For Class 3 and 4, I want them to audit, which they are doing. That's	2 3 4 5 6 7	THE COURT: I'm just saying, wouldn't it solve the problem if you just filed a lawsuit under this contract? MR. KRISLOV: It is not THE COURT: Alleged contract? MR. KRISLOV: They are amending
2 3 4 5 6 7 8	MR. KRISLOV: What do I want from them? THE COURT: Uhm-hmm. What do you want them to do for Class 3 and 4? MR. KRISLOV: For Class 3 and 4, I want them to audit, which they are doing. That's part our motion, and they've agreed to audit to	2 3 4 5 6 7 8	THE COURT: I'm just saying, wouldn't it solve the problem if you just filed a lawsuit under this contract? MR. KRISLOV: It is not THE COURT: Alleged contract? MR. KRISLOV: They are amending they made it clear that they were extending the
2 3 4 5 6 7 8 9	MR. KRISLOV: What do I want from them? THE COURT: Uhm-hmm. What do you want them to do for Class 3 and 4? MR. KRISLOV: For Class 3 and 4, I want them to audit, which they are doing. That's part our motion, and they've agreed to audit to audit 3 and 4 because whatever. They've agreed	2 3 4 5 6 7 8 9	THE COURT: I'm just saying, wouldn't it solve the problem if you just filed a lawsuit under this contract? MR. KRISLOV: It is not THE COURT: Alleged contract? MR. KRISLOV: They are amending they made it clear that they were extending the Korshak settlement. The appellate court ruled that
2 3 4 5 6 7 8 9 10	MR. KRISLOV: What do I want from them? THE COURT: Uhm-hmm. What do you want them to do for Class 3 and 4? MR. KRISLOV: For Class 3 and 4, I want them to audit, which they are doing. That's part our motion, and they've agreed to audit to audit 3 and 4 because whatever. They've agreed after first opposing it, they agreed to it.	2 3 4 5 6 7 8 9 10	THE COURT: I'm just saying, wouldn't it solve the problem if you just filed a lawsuit under this contract? MR. KRISLOV: It is not THE COURT: Alleged contract? MR. KRISLOV: They are amending they made it clear that they were extending the Korshak settlement. The appellate court ruled that they had extended. It didn't rule that it all ended
2 3 4 5 6 7 8 9 10 11	MR. KRISLOV: What do I want from them? THE COURT: Uhm-hmm. What do you want them to do for Class 3 and 4? MR. KRISLOV: For Class 3 and 4, I want them to audit, which they are doing. That's part our motion, and they've agreed to audit to audit 3 and 4 because whatever. They've agreed after first opposing it, they agreed to it. They will audit 3 and 4. And when the	2 3 4 5 6 7 8 9 10 11	THE COURT: I'm just saying, wouldn't it solve the problem if you just filed a lawsuit under this contract? MR. KRISLOV: It is not THE COURT: Alleged contract? MR. KRISLOV: They are amending they made it clear that they were extending the Korshak settlement. The appellate court ruled that they had extended. It didn't rule that it all ended at the end of 2013. They just dealt with the
2 3 4 5 6 7 8 9 10 11 12	MR. KRISLOV: What do I want from them? THE COURT: Uhm-hmm. What do you want them to do for Class 3 and 4? MR. KRISLOV: For Class 3 and 4, I want them to audit, which they are doing. That's part our motion, and they've agreed to audit to audit 3 and 4 because whatever. They've agreed after first opposing it, they agreed to it. They will audit 3 and 4. And when the case comes back from the Supreme Court, it goes up	2 3 4 5 6 7 8 9 10 11 12	THE COURT: I'm just saying, wouldn't it solve the problem if you just filed a lawsuit under this contract? MR. KRISLOV: It is not THE COURT: Alleged contract? MR. KRISLOV: They are amending they made it clear that they were extending the Korshak settlement. The appellate court ruled that they had extended. It didn't rule that it all ended at the end of 2013. They just dealt with the reconcil the audit and reconciliation for the
2 3 4 5 6 7 8 9 10 11 12 13	MR. KRISLOV: What do I want from them? THE COURT: Uhm-hmm. What do you want them to do for Class 3 and 4? MR. KRISLOV: For Class 3 and 4, I want them to audit, which they are doing. That's part our motion, and they've agreed to audit to audit 3 and 4 because whatever. They've agreed after first opposing it, they agreed to it. They will audit 3 and 4. And when the case comes back from the Supreme Court, it goes up there, whatever, we'll know, essentially, what the	2 3 4 5 6 7 8 9 10 11 12 13	THE COURT: I'm just saying, wouldn't it solve the problem if you just filed a lawsuit under this contract? MR. KRISLOV: It is not THE COURT: Alleged contract? MR. KRISLOV: They are amending they made it clear that they were extending the Korshak settlement. The appellate court ruled that they had extended. It didn't rule that it all ended at the end of 2013. They just dealt with the reconcil the audit and reconciliation for the last half of 2013.
2 3 4 5 6 7 8 9 10 11 12 13 14	MR. KRISLOV: What do I want from them? THE COURT: Uhm-hmm. What do you want them to do for Class 3 and 4? MR. KRISLOV: For Class 3 and 4, I want them to audit, which they are doing. That's part our motion, and they've agreed to audit to audit 3 and 4 because whatever. They've agreed after first opposing it, they agreed to it. They will audit 3 and 4. And when the case comes back from the Supreme Court, it goes up there, whatever, we'll know, essentially, what the rights are of those classes.	2 3 4 5 6 7 8 9 10 11 12 13 14	THE COURT: I'm just saying, wouldn't it solve the problem if you just filed a lawsuit under this contract? MR. KRISLOV: It is not THE COURT: Alleged contract? MR. KRISLOV: They are amending they made it clear that they were extending the Korshak settlement. The appellate court ruled that they had extended. It didn't rule that it all ended at the end of 2013. They just dealt with the reconcil the audit and reconciliation for the last half of 2013. THE COURT: I think it's fair to say
2 3 4 5 6 7 8 9 10 11 12 13 14 15	MR. KRISLOV: What do I want from them? THE COURT: Uhm-hmm. What do you want them to do for Class 3 and 4? MR. KRISLOV: For Class 3 and 4, I want them to audit, which they are doing. That's part our motion, and they've agreed to audit to audit 3 and 4 because whatever. They've agreed after first opposing it, they agreed to it. They will audit 3 and 4. And when the case comes back from the Supreme Court, it goes up there, whatever, we'll know, essentially, what the rights are of those classes. But here's	2 3 4 5 6 7 8 9 10 11 12 13 14 15	THE COURT: I'm just saying, wouldn't it solve the problem if you just filed a lawsuit under this contract? MR. KRISLOV: It is not THE COURT: Alleged contract? MR. KRISLOV: They are amending they made it clear that they were extending the Korshak settlement. The appellate court ruled that they had extended. It didn't rule that it all ended at the end of 2013. They just dealt with the reconcil the audit and reconciliation for the last half of 2013. THE COURT: I think it's fair to say they didn't rule anything with regard to
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	MR. KRISLOV: What do I want from them? THE COURT: Uhm-hmm. What do you want them to do for Class 3 and 4? MR. KRISLOV: For Class 3 and 4, I want them to audit, which they are doing. That's part our motion, and they've agreed to audit to audit 3 and 4 because whatever. They've agreed after first opposing it, they agreed to it. They will audit 3 and 4. And when the case comes back from the Supreme Court, it goes up there, whatever, we'll know, essentially, what the rights are of those classes. But here's THE COURT: So if they're already	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	THE COURT: I'm just saying, wouldn't it solve the problem if you just filed a lawsuit under this contract? MR. KRISLOV: It is not THE COURT: Alleged contract? MR. KRISLOV: They are amending they made it clear that they were extending the Korshak settlement. The appellate court ruled that they had extended. It didn't rule that it all ended at the end of 2013. They just dealt with the reconcil the audit and reconciliation for the last half of 2013. THE COURT: I think it's fair to say they didn't rule anything with regard to post-December 31st, 2013.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	MR. KRISLOV: What do I want from them? THE COURT: Uhm-hmm. What do you want them to do for Class 3 and 4? MR. KRISLOV: For Class 3 and 4, I want them to audit, which they are doing. That's part our motion, and they've agreed to audit to audit 3 and 4 because whatever. They've agreed after first opposing it, they agreed to it. They will audit 3 and 4. And when the case comes back from the Supreme Court, it goes up there, whatever, we'll know, essentially, what the rights are of those classes. But here's THE COURT: So if they're already doing what you've asked them to do, what is it you	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	THE COURT: I'm just saying, wouldn't it solve the problem if you just filed a lawsuit under this contract? MR. KRISLOV: It is not THE COURT: Alleged contract? MR. KRISLOV: They are amending they made it clear that they were extending the Korshak settlement. The appellate court ruled that they had extended. It didn't rule that it all ended at the end of 2013. They just dealt with the reconcil the audit and reconciliation for the last half of 2013. THE COURT: I think it's fair to say they didn't rule anything with regard to post-December 31st, 2013. MR. KRISLOV: Well
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	MR. KRISLOV: What do I want from them? THE COURT: Uhm-hmm. What do you want them to do for Class 3 and 4? MR. KRISLOV: For Class 3 and 4, I want them to audit, which they are doing. That's part our motion, and they've agreed to audit to audit 3 and 4 because whatever. They've agreed after first opposing it, they agreed to it. They will audit 3 and 4. And when the case comes back from the Supreme Court, it goes up there, whatever, we'll know, essentially, what the rights are of those classes. But here's THE COURT: So if they're already doing what you've asked them to do, what is it you want me to do?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	THE COURT: I'm just saying, wouldn't it solve the problem if you just filed a lawsuit under this contract? MR. KRISLOV: It is not THE COURT: Alleged contract? MR. KRISLOV: They are amending they made it clear that they were extending the Korshak settlement. The appellate court ruled that they had extended. It didn't rule that it all ended at the end of 2013. They just dealt with the reconcil the audit and reconciliation for the last half of 2013. THE COURT: I think it's fair to say they didn't rule anything with regard to post-December 31st, 2013. MR. KRISLOV: Well THE COURT: They didn't rule on
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	MR. KRISLOV: What do I want from them? THE COURT: Uhm-hmm. What do you want them to do for Class 3 and 4? MR. KRISLOV: For Class 3 and 4, I want them to audit, which they are doing. That's part our motion, and they've agreed to audit to audit 3 and 4 because whatever. They've agreed after first opposing it, they agreed to it. They will audit 3 and 4. And when the case comes back from the Supreme Court, it goes up there, whatever, we'll know, essentially, what the rights are of those classes. But here's THE COURT: So if they're already doing what you've asked them to do, what is it you want me to do? MR. KRISLOV: They're the ones that	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	THE COURT: I'm just saying, wouldn't it solve the problem if you just filed a lawsuit under this contract? MR. KRISLOV: It is not THE COURT: Alleged contract? MR. KRISLOV: They are amending they made it clear that they were extending the Korshak settlement. The appellate court ruled that they had extended. It didn't rule that it all ended at the end of 2013. They just dealt with the reconcil the audit and reconciliation for the last half of 2013. THE COURT: I think it's fair to say they didn't rule anything with regard to post-December 31st, 2013. MR. KRISLOV: Well THE COURT: They didn't rule on whether this was a contractual obligation or not, and
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	MR. KRISLOV: What do I want from them? THE COURT: Uhm-hmm. What do you want them to do for Class 3 and 4? MR. KRISLOV: For Class 3 and 4, I want them to audit, which they are doing. That's part our motion, and they've agreed to audit to audit 3 and 4 because whatever. They've agreed after first opposing it, they agreed to it. They will audit 3 and 4. And when the case comes back from the Supreme Court, it goes up there, whatever, we'll know, essentially, what the rights are of those classes. But here's THE COURT: So if they're already doing what you've asked them to do, what is it you want me to do? MR. KRISLOV: They're the ones that are saying you don't have jurisdiction. You should	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	THE COURT: I'm just saying, wouldn't it solve the problem if you just filed a lawsuit under this contract? MR. KRISLOV: It is not THE COURT: Alleged contract? MR. KRISLOV: They are amending they made it clear that they were extending the Korshak settlement. The appellate court ruled that they had extended. It didn't rule that it all ended at the end of 2013. They just dealt with the reconcil the audit and reconciliation for the last half of 2013. THE COURT: I think it's fair to say they didn't rule anything with regard to post-December 31st, 2013. MR. KRISLOV: Well THE COURT: They didn't rule on whether this was a contractual obligation or not, and if so, what the extent was.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	MR. KRISLOV: What do I want from them? THE COURT: Uhm-hmm. What do you want them to do for Class 3 and 4? MR. KRISLOV: For Class 3 and 4, I want them to audit, which they are doing. That's part our motion, and they've agreed to audit to audit 3 and 4 because whatever. They've agreed after first opposing it, they agreed to it. They will audit 3 and 4. And when the case comes back from the Supreme Court, it goes up there, whatever, we'll know, essentially, what the rights are of those classes. But here's THE COURT: So if they're already doing what you've asked them to do, what is it you want me to do? MR. KRISLOV: They're the ones that are saying you don't have jurisdiction. You should dismiss this.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	THE COURT: I'm just saying, wouldn't it solve the problem if you just filed a lawsuit under this contract? MR. KRISLOV: It is not THE COURT: Alleged contract? MR. KRISLOV: They are amending they made it clear that they were extending the Korshak settlement. The appellate court ruled that they had extended. It didn't rule that it all ended at the end of 2013. They just dealt with the reconcil the audit and reconciliation for the last half of 2013. THE COURT: I think it's fair to say they didn't rule anything with regard to post-December 31st, 2013. MR. KRISLOV: Well THE COURT: They didn't rule on whether this was a contractual obligation or not, and if so, what the extent was. MR. KRISLOV: Yes, they did.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	MR. KRISLOV: What do I want from them? THE COURT: Uhm-hmm. What do you want them to do for Class 3 and 4? MR. KRISLOV: For Class 3 and 4, I want them to audit, which they are doing. That's part our motion, and they've agreed to audit to audit 3 and 4 because whatever. They've agreed after first opposing it, they agreed to it. They will audit 3 and 4. And when the case comes back from the Supreme Court, it goes up there, whatever, we'll know, essentially, what the rights are of those classes. But here's THE COURT: So if they're already doing what you've asked them to do, what is it you want me to do? MR. KRISLOV: They're the ones that are saying you don't have jurisdiction. You should dismiss this. And our answer is you have	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	THE COURT: I'm just saying, wouldn't it solve the problem if you just filed a lawsuit under this contract? MR. KRISLOV: It is not THE COURT: Alleged contract? MR. KRISLOV: They are amending they made it clear that they were extending the Korshak settlement. The appellate court ruled that they had extended. It didn't rule that it all ended at the end of 2013. They just dealt with the reconcil the audit and reconciliation for the last half of 2013. THE COURT: I think it's fair to say they didn't rule anything with regard to post-December 31st, 2013. MR. KRISLOV: Well THE COURT: They didn't rule on whether this was a contractual obligation or not, and if so, what the extent was. MR. KRISLOV: Yes, they did. Absolutely they did.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	MR. KRISLOV: What do I want from them? THE COURT: Uhm-hmm. What do you want them to do for Class 3 and 4? MR. KRISLOV: For Class 3 and 4, I want them to audit, which they are doing. That's part our motion, and they've agreed to audit to audit 3 and 4 because whatever. They've agreed after first opposing it, they agreed to it. They will audit 3 and 4. And when the case comes back from the Supreme Court, it goes up there, whatever, we'll know, essentially, what the rights are of those classes. But here's THE COURT: So if they're already doing what you've asked them to do, what is it you want me to do? MR. KRISLOV: They're the ones that are saying you don't have jurisdiction. You should dismiss this.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	THE COURT: I'm just saying, wouldn't it solve the problem if you just filed a lawsuit under this contract? MR. KRISLOV: It is not THE COURT: Alleged contract? MR. KRISLOV: They are amending they made it clear that they were extending the Korshak settlement. The appellate court ruled that they had extended. It didn't rule that it all ended at the end of 2013. They just dealt with the reconcil the audit and reconciliation for the last half of 2013. THE COURT: I think it's fair to say they didn't rule anything with regard to post-December 31st, 2013. MR. KRISLOV: Well THE COURT: They didn't rule on whether this was a contractual obligation or not, and if so, what the extent was. MR. KRISLOV: Yes, they did.

14 (Pages 50 to 53)

1 2	Page 54		Page 56
n	them. That was not the issue before the appellate	1	THE COURT: Yes.
1 4	court.	2	MR. PRENDERGAST: First of all, we've
3	MR. KRISLOV: That's now what we're	3	come full circle.
4	with all due respect, what they're saying is that you	4	THE COURT: Yes, we have.
5	don't have that the matter ended and that you	5	MR. PRENDERGAST: Because Mr. Krislov
6	don't have jurisdiction to determine what the extent	6	has just told you that the agreement did not expire
7	of this letter obligates them to do. That, we do not	7	at the end of 2013, and that the rights under the
8	agree with, and starting us all over again so that	8	2013 settlement agreement continued, and that has
9	they can all file motions to dismiss and go through	9	been your categorical ruling to the contrary has
10	this is not only	10	been affirmed by the appellate court categorically.
11	THE COURT: But it was not made a part	11	They are time limited it was a
12	of the original complaint.	12	time-limited contract. It ended December 31, 2013.
13	MR. KRISLOV: It doesn't have to be	13	That issue is dead.
14	part of the original complaint.	14	MR. KRISLOV: I object.
15	THE COURT: Well, then we'll see.	15	MR. PRENDERGAST: I don't know why he
16	MR. KRISLOV: It was part of the	16	goes there.
17	THE COURT: It would best if there	17	MR. KRISLOV: That is not what the
18	were another complaint rather than just going on hope	18	Court the Court did not
19	that it doesn't have to be. It might have to be.	19	THE COURT: He's entitled to argue,
20	It was not alleged as part of the	20	Clint, just like you are.
21	original complaint as a cause of action or request	21	MR. PRENDERGAST: I'm just saying,
22	for relief based upon post-January 2014.	22	Your Honor, it has been resolved by this Court that
23	MR. KRISLOV: Nor was any of the audit	23	time-limited contracts and when the end of the
24	and reconciliation part of the original complaint.	24	contract comes to date, which was December 13th,
	Page 55		Page 57
1	THE COURT: True.	1	2013.
2	MR. KRISLOV: I mean, all of this, a	2	Secondly, what was before the Court in
3	case evolves. A case over 30 years evolves	3	the appellate court opinion that you are referring to
4	THE COURT: I agree.	4	was the Korshak case, not the Underwood case.
5	MR. KRISLOV: and it changes. And	5	There was no Class 3 or 4 before the
б	you don't have to file a new complaint in a new case	6	Court. It was only the Korshak class, it only
7	every time some of the facts between the parties in	7	pertained to reconciliation rights of the Korshak and
8	an ongoing	8	Windows classes, and it only pertained to the basis
9	THE COURT: But their position is that	9	for them.
	a new contract started in January 1st, 2014. Your	10	They have reconciliation rights by
10	magitian is it didn't	11	virtue of the 2008 reconciliation agreement that was
10 11	position is it didn't.		•
10 11 12	In any case, it's your position that	12	entered into the during pendency of that ten-year
10 11 12 13	In any case, it's your position that your clients are due certain benefits, and probably	12 13	entered into the during pendency of that ten-year time period in 2008. And that was what was before
10 11 12 13 14	In any case, it's your position that your clients are due certain benefits, and probably more benefits than they're willing to give.	12 13 14	entered into the during pendency of that ten-year time period in 2008. And that was what was before the Court for purposes of resolving whether or not
10 11 12 13 14 15	In any case, it's your position that your clients are due certain benefits, and probably more benefits than they're willing to give. MR. KRISLOV: Right.	12 13 14 15	entered into the during pendency of that ten-year time period in 2008. And that was what was before the Court for purposes of resolving whether or not there had to be a reconciliation to the end of the
10 11 12 13 14 15 16	In any case, it's your position that your clients are due certain benefits, and probably more benefits than they're willing to give. MR. KRISLOV: Right. THE COURT: And that is not the	12 13 14 15 16	entered into the during pendency of that ten-year time period in 2008. And that was what was before the Court for purposes of resolving whether or not there had to be a reconciliation to the end of the term of the agreement, which was December 31, 2013.
10 11 12 13 14 15 16 17	In any case, it's your position that your clients are due certain benefits, and probably more benefits than they're willing to give. MR. KRISLOV: Right. THE COURT: And that is not the subject of a complaint that's currently pending.	12 13 14 15 16 17	entered into the during pendency of that ten-year time period in 2008. And that was what was before the Court for purposes of resolving whether or not there had to be a reconciliation to the end of the term of the agreement, which was December 31, 2013. Everything that happened after that is
10 11 12 13 14 15 16 17 18	In any case, it's your position that your clients are due certain benefits, and probably more benefits than they're willing to give. MR. KRISLOV: Right. THE COURT: And that is not the subject of a complaint that's currently pending. MR. KRISLOV: Yes, it is. That is	12 13 14 15 16 17 18	entered into the during pendency of that ten-year time period in 2008. And that was what was before the Court for purposes of resolving whether or not there had to be a reconciliation to the end of the term of the agreement, which was December 31, 2013. Everything that happened after that is what the City voluntarily did.
10 11 12 13 14 15 16 17 18 19	In any case, it's your position that your clients are due certain benefits, and probably more benefits than they're willing to give. MR. KRISLOV: Right. THE COURT: And that is not the subject of a complaint that's currently pending. MR. KRISLOV: Yes, it is. That is pending before the appellate court and before the	12 13 14 15 16 17 18 19	entered into the during pendency of that ten-year time period in 2008. And that was what was before the Court for purposes of resolving whether or not there had to be a reconciliation to the end of the term of the agreement, which was December 31, 2013. Everything that happened after that is what the City voluntarily did. Now if Clint wants to argue,
10 11 12 13 14 15 16 17 18 19 20	In any case, it's your position that your clients are due certain benefits, and probably more benefits than they're willing to give. MR. KRISLOV: Right. THE COURT: And that is not the subject of a complaint that's currently pending. MR. KRISLOV: Yes, it is. That is pending before the appellate court and before the Supreme Court. Those rights will be determined by	12 13 14 15 16 17 18 19 20	entered into the during pendency of that ten-year time period in 2008. And that was what was before the Court for purposes of resolving whether or not there had to be a reconciliation to the end of the term of the agreement, which was December 31, 2013. Everything that happened after that is what the City voluntarily did. Now if Clint wants to argue, Mr. Krislov wants to argue that whatever the City did
10 11 12 13 14 15 16 17 18 19 20 21	In any case, it's your position that your clients are due certain benefits, and probably more benefits than they're willing to give. MR. KRISLOV: Right. THE COURT: And that is not the subject of a complaint that's currently pending. MR. KRISLOV: Yes, it is. That is pending before the appellate court and before the Supreme Court. Those rights will be determined by the Supreme Court.	12 13 14 15 16 17 18 19 20 21	entered into the during pendency of that ten-year time period in 2008. And that was what was before the Court for purposes of resolving whether or not there had to be a reconciliation to the end of the term of the agreement, which was December 31, 2013. Everything that happened after that is what the City voluntarily did. Now if Clint wants to argue, Mr. Krislov wants to argue that whatever the City did afterwards is because he made us do it, which is not
10 11 12 13 14 15 16 17 18 19 20 21 22	In any case, it's your position that your clients are due certain benefits, and probably more benefits than they're willing to give. MR. KRISLOV: Right. THE COURT: And that is not the subject of a complaint that's currently pending. MR. KRISLOV: Yes, it is. That is pending before the appellate court and before the Supreme Court. Those rights will be determined by the Supreme Court. THE COURT: You're entitled to your	12 13 14 15 16 17 18 19 20 21 22	entered into the during pendency of that ten-year time period in 2008. And that was what was before the Court for purposes of resolving whether or not there had to be a reconciliation to the end of the term of the agreement, which was December 31, 2013. Everything that happened after that is what the City voluntarily did. Now if Clint wants to argue, Mr. Krislov wants to argue that whatever the City did afterwards is because he made us do it, which is not true, but will certainly be an argument when there is
10 11 12 13 14 15 16 17 18 19 20 21	In any case, it's your position that your clients are due certain benefits, and probably more benefits than they're willing to give. MR. KRISLOV: Right. THE COURT: And that is not the subject of a complaint that's currently pending. MR. KRISLOV: Yes, it is. That is pending before the appellate court and before the Supreme Court. Those rights will be determined by the Supreme Court.	12 13 14 15 16 17 18 19 20 21	entered into the during pendency of that ten-year time period in 2008. And that was what was before the Court for purposes of resolving whether or not there had to be a reconciliation to the end of the term of the agreement, which was December 31, 2013. Everything that happened after that is what the City voluntarily did. Now if Clint wants to argue, Mr. Krislov wants to argue that whatever the City did afterwards is because he made us do it, which is not

15 (Pages 54 to 57)

	Page 58		Page 60
1	So what's before you today is that the	1	refuse, for whatever reason, to file a pleading that
2	City issued this letter without consulting	2	sets forth their claims so we can address them.
3	Mr. Krislov. It sent this letter out to the	3	MR. KRISLOV: Actually, Your Honor,
4	annuitants, and this letter says that with respect to	4	I've spent the time listening to Mr. Prendergast.
5	all annuitants who retired after August 23, 1989	5	But then I was looking through the
6	paragraph three	6	complaint, and the complaint in Underwood versus the
7	[AS READ:	7	City of Chicago, plaintiffs for themselves and the
8	The City will need to make changes to	8	class they seek, assert that the City annuitants are
9	the current retiree healthcare plan. These changes	9	entitled to protect the terms and benefits of their
10	will likely include some adjustments in premiums	10	City annuity medical benefit plan permanently for
11	and deductibles, some benefit modifications, and,	11	each one on the best terms in effect during his or
12	ultimately, the phaseout of the plan by the	12	her participation in the fund under the Illinois
13	beginning of 2017.]	13	constitution and principles of contract and estoppel.
14	Not one word in there about	14	We do address the letter. It is
15	reconciliation. Not one word about doing anything	15	Exhibit I think it's 21 to our complaint. That
16	beyond 2013 for those other annuitants.	16	letter is at issue in the complaint, and the
17	The other annuitants, the so-called	17	complaint at the end asks for declarations of
18	Classes 3 and 4, were not before the appellate court,	18	their to certify the class, declare their rights
19	as I said, in the appeal or when this case came	19	for all of them.
20	before you on the question of reconciliation.	20	THE COURT: So, Richard, why doesn't
21	That is precisely the reason you don't	21	that cure the problem?
22	have jurisdiction, because they have yet to bring a	22	MR. PRENDERGAST: Because if you read
23	claim on that subject. And when they do, we will	23	from page one to the relief there, you won't even see
24	address it, probably with a motion to dismiss, but	24	the word "reconciliation." It's not part of this
	Page 59		Page 61
1	they have to file the claim. They can't say, "we're	1	case. He asked for declaratory relief to declare
2	entitled to the relief" if they don't have a claim	2	their rights.
3	before you. That's the jurisdictional issue the	3	He defined what he believed their
4	court first raised three or four times ago before,	4	rights were.
5	three or four court appearances ago. And the Court	5	THE COURT: Well, reconciliation is a
6	correctly raised it, and the parties both briefed it.	6	separate matter.
7	And in our brief, I think we set	7	MR. PRENDERGAST: Yes.
8	forth I'm not going to reargue the briefs. You've	8	THE COURT: Let's not confuse the two.
9	read them. The Court lacks jurisdiction on this	9	The first is jurisdiction; the second is, if I have
10	subject.	10	jurisdiction, should I order reconciliation, and then
11	And until he files something that	11	of what, because of the change of the terms. That's
12	vests the Court with jurisdiction, the Court doesn't	12	a separate matter.
13	have jurisdiction on that subject.	13	Why is he wrong why you heard
14	If the Court had jurisdiction on that	14	Clint just read his complaint. It seems to indicate
15	subject I don't want to jump too far ahead but	15	that I have jurisdiction to deal with all of this
16	if the Court had jurisdiction on the subject, the	16	that is before me, even post-January 1st, 2014,
17	Court nonetheless would, I believe, be appropriate to	17	because they raised it.
18	enter the draft order that we submitted, because we	18	MR. PRENDERGAST: Well, I'm not saying
19	think that that correctly reflects the Court's	19	you don't have jurisdiction to deal with the matters
20	April 19th, 2017, ruling.	20	that he's raised in his pleadings post-2013.
21	And the but you don't even have to	21	I'm saying you don't have jurisdiction
22	get to the competing orders. You have to get first	22	to entertain the claim that he's now making, which is
23 24	to the issue of whether there's jurisdiction here,	23	not before the Court. And because he says because
	and, clearly, there is none because they simply	24	he says that he attached a copy of this letter,

16 (Pages 58 to 61)

	Page 62		Page 64
1	believe me, it's attached for other reasons, because	1	MR. PRENDERGAST: And my point is that
2	he made reference to it	2	you only have jurisdiction to consider what he
3	THE COURT: It doesn't matter whether	3	claims.
4	it's attached for other reasons or not	4	What he has done here, Your Honor, is
5	MR. PRENDERGAST: No, no, but	5	filed motions in an effort to extend the jurisdiction
6	THE COURT: As long as it's impleaded	6	of this Court beyond the claims that he has before
7	into the complaint, and post-two thousand	7	this Court.
8	January 1st, 2014, is as well, and he is asking for	8	I'm not saying he can't amend his
9	these permanent healthcare benefits to be declared	9	complaint. I'm not saying that he can't file a new
10	and relief to be given. Why doesn't that do it?	10	complaint. I'm saying he's got to have a complaint.
11	MR. PRENDERGAST: Well, it doesn't do	11	You don't get relief without it. That's just the way
12	it with respect to the reason that we're before this	12	it works, and we've all been around this long enough
13	Court, which is, he came in here and said we have an	13	to know better.
14	obligation to reconcile classes other than	14	THE COURT: All right.
15	THE COURT: Sure. But I'm not	15	MR. KRISLOV: Can I read the parts of
16	MR. PRENDERGAST: Korshak and	16	the complaint that deal with exactly this letter
17	Windows. That's	17	THE COURT: Sure.
18	THE COURT: But I'm not	18	MR. KRISLOV: and these provisions?
19	MR. PRENDERGAST: not in his	19	If you look at paragraphs I like
20	complaint.	20	the complaint. Whoever did this, I think they did a
21	THE COURT: I'm not currently being	21	good job, if I do say so myself.
22	asked to actually rule on what should happen, just	22	From paragraph 138, the City's
23	what I have jurisdiction to rule on what will happen.	23	post-2013 unilateral reduction in the benefits and
24	MR. PRENDERGAST: Right. And in order	24	the rates if he bets me a million dollars
	v		
	Page 63		Page 65
1		1	
1	to have jurisdiction to rule, you have to have a	1	THE COURT: Are you going to read or
2	to have jurisdiction to rule, you have to have a complaint that makes the claim.	2	THE COURT: Are you going to read or not? Are you going paraphrase?
2 3	to have jurisdiction to rule, you have to have a complaint that makes the claim. THE COURT: Why didn't he just do	2 3	THE COURT: Are you going to read or not? Are you going paraphrase? MR. KRISLOV: I can go on for three or
2 3 4	to have jurisdiction to rule, you have to have a complaint that makes the claim. THE COURT: Why didn't he just do it?	2 3 4	THE COURT: Are you going to read or not? Are you going paraphrase? MR. KRISLOV: I can go on for three or four pages, but at para
2 3 4 5	to have jurisdiction to rule, you have to have a complaint that makes the claim. THE COURT: Why didn't he just do it? MR. PRENDERGAST: No, it's not that	2 3 4 5	THE COURT: Are you going to read or not? Are you going paraphrase? MR. KRISLOV: I can go on for three or four pages, but at para THE COURT: But you said you want
2 3 4 5 6	to have jurisdiction to rule, you have to have a complaint that makes the claim. THE COURT: Why didn't he just do it? MR. PRENDERGAST: No, it's not that this claim is not found in his complaint. He just	2 3 4	THE COURT: Are you going to read or not? Are you going paraphrase? MR. KRISLOV: I can go on for three or four pages, but at para THE COURT: But you said you want "can I read from the complaint?" Yes.
2 3 4 5	to have jurisdiction to rule, you have to have a complaint that makes the claim. THE COURT: Why didn't he just do it? MR. PRENDERGAST: No, it's not that this claim is not found in his complaint. He just says, I've got a complaint here, and I we have	2 3 4 5 6 7	THE COURT: Are you going to read or not? Are you going paraphrase? MR. KRISLOV: I can go on for three or four pages, but at para THE COURT: But you said you want "can I read from the complaint?" Yes. MR. KRISLOV: Paragraph 149, the
2 3 4 5 6 7	to have jurisdiction to rule, you have to have a complaint that makes the claim. THE COURT: Why didn't he just do it? MR. PRENDERGAST: No, it's not that this claim is not found in his complaint. He just says, I've got a complaint here, and I we have reference in the complaint to the letter, because in	2 3 4 5 6 7 8	THE COURT: Are you going to read or not? Are you going paraphrase? MR. KRISLOV: I can go on for three or four pages, but at para THE COURT: But you said you want "can I read from the complaint?" Yes. MR. KRISLOV: Paragraph 149, the City's erroneous and unequal recognition of its
2 3 4 5 6 7 8	to have jurisdiction to rule, you have to have a complaint that makes the claim. THE COURT: Why didn't he just do it? MR. PRENDERGAST: No, it's not that this claim is not found in his complaint. He just says, I've got a complaint here, and I we have	2 3 4 5 6 7	THE COURT: Are you going to read or not? Are you going paraphrase? MR. KRISLOV: I can go on for three or four pages, but at para THE COURT: But you said you want "can I read from the complaint?" Yes. MR. KRISLOV: Paragraph 149, the City's erroneous and unequal recognition of its obligations:
2 3 4 5 6 7 8 9	to have jurisdiction to rule, you have to have a complaint that makes the claim. THE COURT: Why didn't he just do it? MR. PRENDERGAST: No, it's not that this claim is not found in his complaint. He just says, I've got a complaint here, and I we have reference in the complaint to the letter, because in the factual narrative, they are they make reference to the letter.	2 3 4 5 6 7 8 9	THE COURT: Are you going to read or not? Are you going paraphrase? MR. KRISLOV: I can go on for three or four pages, but at para THE COURT: But you said you want "can I read from the complaint?" Yes. MR. KRISLOV: Paragraph 149, the City's erroneous and unequal recognition of its obligations: [AS READ:
2 3 4 5 6 7 8 9 10	to have jurisdiction to rule, you have to have a complaint that makes the claim. THE COURT: Why didn't he just do it? MR. PRENDERGAST: No, it's not that this claim is not found in his complaint. He just says, I've got a complaint here, and I we have reference in the complaint to the letter, because in the factual narrative, they are they make	2 3 4 5 6 7 8 9 10	THE COURT: Are you going to read or not? Are you going paraphrase? MR. KRISLOV: I can go on for three or four pages, but at para THE COURT: But you said you want "can I read from the complaint?" Yes. MR. KRISLOV: Paragraph 149, the City's erroneous and unequal recognition of its obligations: [AS READ: In the City's May 15th, 2013, letter
2 3 4 5 6 7 8 9 10 11	to have jurisdiction to rule, you have to have a complaint that makes the claim. THE COURT: Why didn't he just do it? MR. PRENDERGAST: No, it's not that this claim is not found in his complaint. He just says, I've got a complaint here, and I we have reference in the complaint to the letter, because in the factual narrative, they are they make reference to the letter. But no argument here that somehow we extended the Korshak/Windows settlement into	2 3 4 5 6 7 8 9 10 11 12	THE COURT: Are you going to read or not? Are you going paraphrase? MR. KRISLOV: I can go on for three or four pages, but at para THE COURT: But you said you want "can I read from the complaint?" Yes. MR. KRISLOV: Paragraph 149, the City's erroneous and unequal recognition of its obligations: [AS READ: In the City's May 15th, 2013, letter it acknowledges its obligation and agrees to
2 3 4 5 6 7 8 9 10 11 12	to have jurisdiction to rule, you have to have a complaint that makes the claim. THE COURT: Why didn't he just do it? MR. PRENDERGAST: No, it's not that this claim is not found in his complaint. He just says, I've got a complaint here, and I we have reference in the complaint to the letter, because in the factual narrative, they are they make reference to the letter. But no argument here that somehow we extended the Korshak/Windows settlement into classes pardon Korshak and Windows, no argument	2 3 4 5 6 7 8 9 10 11 12	THE COURT: Are you going to read or not? Are you going paraphrase? MR. KRISLOV: I can go on for three or four pages, but at para THE COURT: But you said you want "can I read from the complaint?" Yes. MR. KRISLOV: Paragraph 149, the City's erroneous and unequal recognition of its obligations: [AS READ: In the City's May 15th, 2013, letter it acknowledges its obligation and agrees to continue retiree healthcare for the Korshak and
2 3 4 5 6 7 8 9 10 11 12 13	to have jurisdiction to rule, you have to have a complaint that makes the claim. THE COURT: Why didn't he just do it? MR. PRENDERGAST: No, it's not that this claim is not found in his complaint. He just says, I've got a complaint here, and I we have reference in the complaint to the letter, because in the factual narrative, they are they make reference to the letter. But no argument here that somehow we extended the Korshak/Windows settlement into	2 3 4 5 6 7 8 9 10 11 12 13	THE COURT: Are you going to read or not? Are you going paraphrase? MR. KRISLOV: I can go on for three or four pages, but at para THE COURT: But you said you want "can I read from the complaint?" Yes. MR. KRISLOV: Paragraph 149, the City's erroneous and unequal recognition of its obligations: [AS READ: In the City's May 15th, 2013, letter it acknowledges its obligation and agrees to continue retiree healthcare for the Korshak and Window retiree subclasses.]
2 3 4 5 6 7 8 9 10 11 12 13 14	to have jurisdiction to rule, you have to have a complaint that makes the claim. THE COURT: Why didn't he just do it? MR. PRENDERGAST: No, it's not that this claim is not found in his complaint. He just says, I've got a complaint here, and I we have reference in the complaint to the letter, because in the factual narrative, they are they make reference to the letter. But no argument here that somehow we extended the Korshak/Windows settlement into classes pardon Korshak and Windows, no argument there, or that any relief was granted under this. No	2 3 4 5 6 7 8 9 10 11 12 13 14	THE COURT: Are you going to read or not? Are you going paraphrase? MR. KRISLOV: I can go on for three or four pages, but at para THE COURT: But you said you want "can I read from the complaint?" Yes. MR. KRISLOV: Paragraph 149, the City's erroneous and unequal recognition of its obligations: [AS READ: In the City's May 15th, 2013, letter it acknowledges its obligation and agrees to continue retiree healthcare for the Korshak and Window retiree subclasses.] Then, quotes, paragraph two
2 3 4 5 6 7 8 9 10 11 12 13 14 15	to have jurisdiction to rule, you have to have a complaint that makes the claim. THE COURT: Why didn't he just do it? MR. PRENDERGAST: No, it's not that this claim is not found in his complaint. He just says, I've got a complaint here, and I we have reference in the complaint to the letter, because in the factual narrative, they are they make reference to the letter. But no argument here that somehow we extended the Korshak/Windows settlement into classes pardon Korshak and Windows, no argument there, or that any relief was granted under this. No claim at paragraph three that I just read you granted	2 3 4 5 6 7 8 9 10 11 12 13 14 15	THE COURT: Are you going to read or not? Are you going paraphrase? MR. KRISLOV: I can go on for three or four pages, but at para THE COURT: But you said you want "can I read from the complaint?" Yes. MR. KRISLOV: Paragraph 149, the City's erroneous and unequal recognition of its obligations: [AS READ: In the City's May 15th, 2013, letter it acknowledges its obligation and agrees to continue retiree healthcare for the Korshak and Window retiree subclasses.]
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	to have jurisdiction to rule, you have to have a complaint that makes the claim. THE COURT: Why didn't he just do it? MR. PRENDERGAST: No, it's not that this claim is not found in his complaint. He just says, I've got a complaint here, and I we have reference in the complaint to the letter, because in the factual narrative, they are they make reference to the letter. But no argument here that somehow we extended the Korshak/Windows settlement into classes pardon Korshak and Windows, no argument there, or that any relief was granted under this. No claim at paragraph three that I just read you granted some kind of reconciliation rights. That's not in	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	THE COURT: Are you going to read or not? Are you going paraphrase? MR. KRISLOV: I can go on for three or four pages, but at para THE COURT: But you said you want "can I read from the complaint?" Yes. MR. KRISLOV: Paragraph 149, the City's erroneous and unequal recognition of its obligations: [AS READ: In the City's May 15th, 2013, letter it acknowledges its obligation and agrees to continue retiree healthcare for the Korshak and Window retiree subclasses.] Then, quotes, paragraph two THE COURT: Slow, I've got a woman
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	to have jurisdiction to rule, you have to have a complaint that makes the claim. THE COURT: Why didn't he just do it? MR. PRENDERGAST: No, it's not that this claim is not found in his complaint. He just says, I've got a complaint here, and I we have reference in the complaint to the letter, because in the factual narrative, they are they make reference to the letter. But no argument here that somehow we extended the Korshak/Windows settlement into classes pardon Korshak and Windows, no argument there, or that any relief was granted under this. No claim at paragraph three that I just read you granted some kind of reconciliation rights. That's not in his complaint. That's my point.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	THE COURT: Are you going to read or not? Are you going paraphrase? MR. KRISLOV: I can go on for three or four pages, but at para THE COURT: But you said you want "can I read from the complaint?" Yes. MR. KRISLOV: Paragraph 149, the City's erroneous and unequal recognition of its obligations: [AS READ: In the City's May 15th, 2013, letter it acknowledges its obligation and agrees to continue retiree healthcare for the Korshak and Window retiree subclasses.] Then, quotes, paragraph two THE COURT: Slow, I've got a woman who's trying to take down every pearl of wisdom you're giving.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	to have jurisdiction to rule, you have to have a complaint that makes the claim. THE COURT: Why didn't he just do it? MR. PRENDERGAST: No, it's not that this claim is not found in his complaint. He just says, I've got a complaint here, and I we have reference in the complaint to the letter, because in the factual narrative, they are they make reference to the letter. But no argument here that somehow we extended the Korshak/Windows settlement into classes pardon Korshak and Windows, no argument there, or that any relief was granted under this. No claim at paragraph three that I just read you granted some kind of reconciliation rights. That's not in his complaint. That's my point. I mean, I know he's asking for relief	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	THE COURT: Are you going to read or not? Are you going paraphrase? MR. KRISLOV: I can go on for three or four pages, but at para THE COURT: But you said you want "can I read from the complaint?" Yes. MR. KRISLOV: Paragraph 149, the City's erroneous and unequal recognition of its obligations: [AS READ: In the City's May 15th, 2013, letter it acknowledges its obligation and agrees to continue retiree healthcare for the Korshak and Window retiree subclasses.] Then, quotes, paragraph two THE COURT: Slow, I've got a woman who's trying to take down every pearl of wisdom
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	to have jurisdiction to rule, you have to have a complaint that makes the claim. THE COURT: Why didn't he just do it? MR. PRENDERGAST: No, it's not that this claim is not found in his complaint. He just says, I've got a complaint here, and I we have reference in the complaint to the letter, because in the factual narrative, they are they make reference to the letter. But no argument here that somehow we extended the Korshak/Windows settlement into classes pardon Korshak and Windows, no argument there, or that any relief was granted under this. No claim at paragraph three that I just read you granted some kind of reconciliation rights. That's not in his complaint. That's my point. I mean, I know he's asking for relief post-December 31, 2013, for these various classes,	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	THE COURT: Are you going to read or not? Are you going paraphrase? MR. KRISLOV: I can go on for three or four pages, but at para THE COURT: But you said you want "can I read from the complaint?" Yes. MR. KRISLOV: Paragraph 149, the City's erroneous and unequal recognition of its obligations: [AS READ: In the City's May 15th, 2013, letter it acknowledges its obligation and agrees to continue retiree healthcare for the Korshak and Window retiree subclasses.] Then, quotes, paragraph two THE COURT: Slow, I've got a woman who's trying to take down every pearl of wisdom you're giving. MR. KRISLOV: The more pearls the
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	to have jurisdiction to rule, you have to have a complaint that makes the claim. THE COURT: Why didn't he just do it? MR. PRENDERGAST: No, it's not that this claim is not found in his complaint. He just says, I've got a complaint here, and I we have reference in the complaint to the letter, because in the factual narrative, they are they make reference to the letter. But no argument here that somehow we extended the Korshak/Windows settlement into classes pardon Korshak and Windows, no argument there, or that any relief was granted under this. No claim at paragraph three that I just read you granted some kind of reconciliation rights. That's not in his complaint. That's my point. I mean, I know he's asking for relief post-December 31, 2013, for these various classes, but this wasn't the relief he sought, nor is it the	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	THE COURT: Are you going to read or not? Are you going paraphrase? MR. KRISLOV: I can go on for three or four pages, but at para THE COURT: But you said you want "can I read from the complaint?" Yes. MR. KRISLOV: Paragraph 149, the City's erroneous and unequal recognition of its obligations: [AS READ: In the City's May 15th, 2013, letter it acknowledges its obligation and agrees to continue retiree healthcare for the Korshak and Window retiree subclasses.] Then, quotes, paragraph two THE COURT: Slow, I've got a woman who's trying to take down every pearl of wisdom you're giving. MR. KRISLOV: The more pearls the better the
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	to have jurisdiction to rule, you have to have a complaint that makes the claim. THE COURT: Why didn't he just do it? MR. PRENDERGAST: No, it's not that this claim is not found in his complaint. He just says, I've got a complaint here, and I we have reference in the complaint to the letter, because in the factual narrative, they are they make reference to the letter. But no argument here that somehow we extended the Korshak/Windows settlement into classes pardon Korshak and Windows, no argument there, or that any relief was granted under this. No claim at paragraph three that I just read you granted some kind of reconciliation rights. That's not in his complaint. That's my point. I mean, I know he's asking for relief post-December 31, 2013, for these various classes, but this wasn't the relief he sought, nor is it the relief he's entitled to.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	THE COURT: Are you going to read or not? Are you going paraphrase? MR. KRISLOV: I can go on for three or four pages, but at para THE COURT: But you said you want "can I read from the complaint?" Yes. MR. KRISLOV: Paragraph 149, the City's erroneous and unequal recognition of its obligations: [AS READ: In the City's May 15th, 2013, letter it acknowledges its obligation and agrees to continue retiree healthcare for the Korshak and Window retiree subclasses.] Then, quotes, paragraph two THE COURT: Slow, I've got a woman who's trying to take down every pearl of wisdom you're giving. MR. KRISLOV: The more pearls the better the THE COURT: Let me
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	to have jurisdiction to rule, you have to have a complaint that makes the claim. THE COURT: Why didn't he just do it? MR. PRENDERGAST: No, it's not that this claim is not found in his complaint. He just says, I've got a complaint here, and I we have reference in the complaint to the letter, because in the factual narrative, they are they make reference to the letter. But no argument here that somehow we extended the Korshak/Windows settlement into classes pardon Korshak and Windows, no argument there, or that any relief was granted under this. No claim at paragraph three that I just read you granted some kind of reconciliation rights. That's not in his complaint. That's my point. I mean, I know he's asking for relief post-December 31, 2013, for these various classes, but this wasn't the relief he sought, nor is it the relief he's entitled to. THE COURT: Well, I'm not talking	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	THE COURT: Are you going to read or not? Are you going paraphrase? MR. KRISLOV: I can go on for three or four pages, but at para THE COURT: But you said you want "can I read from the complaint?" Yes. MR. KRISLOV: Paragraph 149, the City's erroneous and unequal recognition of its obligations: [AS READ: In the City's May 15th, 2013, letter it acknowledges its obligation and agrees to continue retiree healthcare for the Korshak and Window retiree subclasses.] Then, quotes, paragraph two THE COURT: Slow, I've got a woman who's trying to take down every pearl of wisdom you're giving. MR. KRISLOV: The more pearls the better the THE COURT: Let me MR. KRISLOV: [CONTINUING:

17 (Pages 62 to 65)

	Page 66		Page 68
1	THE COURT: Clint, stop. Let me shift	1	MR. KRISLOV: Yes.
2	to my ruling.	2	THE COURT: But this isn't Underwood.
3	For the reasons enunciated by Clint in	3	This is Korshak. I'm sorry. I thought that was from
4	the complaint, I do think that the complaint has been	4	the Korshak complaint, Clint. That's my mistake,
5	pled for jurisdictional purposes, a claim of relief	5	then.
6	for Classes 3 and 4 post-January 1st, 2014.	6	Can you give me something from Korshak
7	I don't know if it's and I'm not	7	that you allege that would bring this in? This isn't
8	ruling that he's entitled to it, but I think that a	8	Underwood.
9	fair reading of the complaint and in consideration of	9	MR. KRISLOV: The original
10	the ruling from Justice Simon and how I should be	10	THE COURT: We're not dealing with
11	looking all this in toto, that it's a fair reading	11	Underwood. We're dealing with Korshak.
12	that he at least raised the issue, perhaps not with	12	MR. KRISLOV: Well, we are dealing
13	particularity that you would have preferred or I	13	with
14	would prefer. And as Mr. Prendergast has suggested,	14	THE COURT: No, we're not. We're
15	perhaps it should be amended to do so, and if there's	15	dealing with Korshak. Read to me from Korshak, and
16	a motion before me, I will certainly consider that.	16	I'll go your way if it's like Underwood.
17	But for purposes of jurisdiction and	17	MR. KRISLOV: The original Korshak
18	whether I can consider his request to have the City	18	complaint was filed by the City. We did a
19	reconcile that which the City says can't be	19	countercomplaint saying that the City has made it a
20	reconciled because there's nothing to reconcile, I	20	term of employment, and the Pension Funds joined, and
21	find that I have jurisdiction to consider the	21	they filed a thing, their countercomplaint, saying
22	request.	22	that the City has made
23	Now, the only question is is that puts	23	THE COURT: You're not telling me
24	an end to that. The next issue is, with regard to	24	anything
	Page 67		Page 69
1	this discrete issue, what it is you want me do, and	1	MR. KRISLOV: They're saying
2	what it is you want, what kind relief you want with	2	THE COURT: that I can stake my
3	regard to this post January 1st, 2014 plan, and	3	whatever's left of my reputation on.
4	what it is you want me to have them do. I will	4	MR. KRISLOV: Well, that's
5	consider that.	5	THE COURT: You're just not doing it.
6	I would suggest, however, that this be	6	You did it when you read from Underwood. I'm with
7	part of an amended complaint asking for that relief.	7	you. You did I asked you to read from Korshak.
8	And that's the right way to do it according to the	8	Did you or not? If you didn't, amend.
9	Code of Civil Procedure.	9	MR. KRISLOV: No, I was reading from
10	And we shall see what the City has to	10	Underwood, and I think it's in the record that I said
11	do. That gives them the opportunity to dismiss that	11	I was reading from Underwood.
12	request for relief if that's what they ask for. But	12	THE COURT: No, you didn't. But
13	we shall see.	13	that's neither here nor there.
14	MR. KRISLOV: Can I I don't want to	14	If it's not in Korshak, then I don't
15	interrupt	15	have jurisdiction.
16	MR. DONHAM: Your Honor, may ask a	16	MR. KRISLOV: You do, and it's
17	question?	17	because
18	THE COURT: Sure.	18	THE COURT: But that doesn't mean you
19	MR. DONHAM: It seems like Mr. Krislov	19	can't create it by filing another complaint or by
20	was quoting from the Underwood complaint, and then	20	amending. Just do it.
21	this started with the Korshak issue. So when you	21	And if you don't want to do it
22	were advising him	22	MR. KRISLOV: We'll do it.
23	THE COURT: Oh, is that right? You	23	THE COURT: that's on you.
	were quoting from Underwood, not Korshak?	24	MR. KRISLOV: We'll do it.

18 (Pages 66 to 69)

	Page 70		Page 72
1	THE COURT: Until then, jurisdiction	1	place; he's he got his.
2	is found to not exist.	2	If he wants to make an oral motion to
3	MR. KRISLOV: Your Honor, could you	3	amend the Korshak complaint, I'm going to give him
4	direct to us file an amended complaint? But I don't	4	leave to do so. It doesn't mean that I haven't I
5		5	wasn't the judge back in 2003 when it was dismissed
6	THE COURT: I'm not directing you to	6	with prejudice. I will listen to that.
7	do anything. I don't direct litigants to do	7	I think the best way around it, Clint,
8	anything. If you're making an oral motion to do so,	8	is just to file a separate new complaint using the
9	make it.	9	May 15th, 2013, letter as the basis upon which
10	MR. KRISLOV: I move to I ask the	10	you're asking for your relief, and it will cure all
11	Court's leave to amend the complaint. But if I could	11	ills without having to create false barriers to get
12	respond	12	around, unless you need to do so for your own
13	THE COURT: Any objection?	13	reasons, about which I will not opine.
14	MR. PRENDERGAST: No objection.	14	MR. KRISLOV: What I'm sort of
15	THE COURT: Granted.	15	thinking is the way to deal with this is, we may ask
16	MR. KRISLOV: Now, if I may respond.	16	you for findings that you don't have jurisdiction,
17	MR. PRENDERGAST: Wait. Wait. Excuse	17	because that and that there's no just cause to
18	me. Before	18	delay enforcement or appeal of that.
19	(Simultaneous colloquy.)	19	THE COURT: Sure. I'll consider that,
20	THE COURT: You guys have to stop.	20	and I'll consider their response, and we'll figure
21	You guys have to stop.	21	out the right way to phrase it for purposes of a
22	What is it, Richard?	22	304(a) appeal.
23	MR. PRENDERGAST: Your Honor, the	23	MR. KRISLOV: Okay.
24	Korshak case was as of 2003	24	MR. PRENDERGAST: I do want to make
	Horshuk euse wus us of 2005		
	Page 71		Page 73
1	Page 71	1	Page 73
1	MS. NABER: '3, dismissed with	1	clear for the record, because I misspoke, that
2	MS. NABER: '3, dismissed with prejudice. The only jurisdiction is over the	2	clear for the record, because I misspoke, that because the Korshak case was dismissed with prejudice
2 3	MS. NABER: '3, dismissed with prejudice. The only jurisdiction is over the settlement.	2 3	clear for the record, because I misspoke, that because the Korshak case was dismissed with prejudice in 2003, it can't be amended.
2 3 4	MS. NABER: '3, dismissed with prejudice. The only jurisdiction is over the settlement. THE COURT: Well, you know, the	2 3 4	clear for the record, because I misspoke, that because the Korshak case was dismissed with prejudice in 2003, it can't be amended. THE COURT: Yes, probably right.
2 3 4 5	MS. NABER: '3, dismissed with prejudice. The only jurisdiction is over the settlement. THE COURT: Well, you know, the settlement is in existence, and	2 3 4 5	clear for the record, because I misspoke, that because the Korshak case was dismissed with prejudice in 2003, it can't be amended. THE COURT: Yes, probably right. MR. PRENDERGAST: If counsel wants to
2 3 4 5 6	MS. NABER: '3, dismissed with prejudice. The only jurisdiction is over the settlement. THE COURT: Well, you know, the settlement is in existence, and MR. PRENDERGAST: Yes. Up through the	2 3 4 5 6	clear for the record, because I misspoke, that because the Korshak case was dismissed with prejudice in 2003, it can't be amended. THE COURT: Yes, probably right. MR. PRENDERGAST: If counsel wants to file a new claim
2 3 4 5 6 7	MS. NABER: '3, dismissed with prejudice. The only jurisdiction is over the settlement. THE COURT: Well, you know, the settlement is in existence, and MR. PRENDERGAST: Yes. Up through the end of 2013.	2 3 4 5 6 7	clear for the record, because I misspoke, that because the Korshak case was dismissed with prejudice in 2003, it can't be amended. THE COURT: Yes, probably right. MR. PRENDERGAST: If counsel wants to file a new claim THE COURT: Probably right.
2 3 4 5 6 7 8	MS. NABER: '3, dismissed with prejudice. The only jurisdiction is over the settlement. THE COURT: Well, you know, the settlement is in existence, and MR. PRENDERGAST: Yes. Up through the end of 2013. THE COURT: it's a contract.	2 3 4 5 6 7 8	clear for the record, because I misspoke, that because the Korshak case was dismissed with prejudice in 2003, it can't be amended. THE COURT: Yes, probably right. MR. PRENDERGAST: If counsel wants to file a new claim THE COURT: Probably right. But, you know, 304(a) with regard to a
2 3 4 5 6 7 8 9	MS. NABER: '3, dismissed with prejudice. The only jurisdiction is over the settlement. THE COURT: Well, you know, the settlement is in existence, and MR. PRENDERGAST: Yes. Up through the end of 2013. THE COURT: it's a contract. So your point is that if he wants to	2 3 4 5 6 7 8 9	clear for the record, because I misspoke, that because the Korshak case was dismissed with prejudice in 2003, it can't be amended. THE COURT: Yes, probably right. MR. PRENDERGAST: If counsel wants to file a new claim THE COURT: Probably right. But, you know, 304(a) with regard to a complaint that's been dismissed with prejudice
2 3 4 5 6 7 8 9 10	MS. NABER: '3, dismissed with prejudice. The only jurisdiction is over the settlement. THE COURT: Well, you know, the settlement is in existence, and MR. PRENDERGAST: Yes. Up through the end of 2013. THE COURT: it's a contract. So your point is that if he wants to do it based upon that, he should be filing a	2 3 4 5 6 7 8 9 10	clear for the record, because I misspoke, that because the Korshak case was dismissed with prejudice in 2003, it can't be amended. THE COURT: Yes, probably right. MR. PRENDERGAST: If counsel wants to file a new claim THE COURT: Probably right. But, you know, 304(a) with regard to a complaint that's been dismissed with prejudice doesn't get you anywhere, it seems to me.
2 3 4 5 6 7 8 9 10 11	MS. NABER: '3, dismissed with prejudice. The only jurisdiction is over the settlement. THE COURT: Well, you know, the settlement is in existence, and MR. PRENDERGAST: Yes. Up through the end of 2013. THE COURT: it's a contract. So your point is that if he wants to do it based upon that, he should be filing a separate a new complaint.	2 3 4 5 6 7 8 9 10 11	clear for the record, because I misspoke, that because the Korshak case was dismissed with prejudice in 2003, it can't be amended. THE COURT: Yes, probably right. MR. PRENDERGAST: If counsel wants to file a new claim THE COURT: Probably right. But, you know, 304(a) with regard to a complaint that's been dismissed with prejudice doesn't get you anywhere, it seems to me. MR. KRISLOV: That's why we filed the
2 3 4 5 6 7 8 9 10 11 12	MS. NABER: '3, dismissed with prejudice. The only jurisdiction is over the settlement. THE COURT: Well, you know, the settlement is in existence, and MR. PRENDERGAST: Yes. Up through the end of 2013. THE COURT: it's a contract. So your point is that if he wants to do it based upon that, he should be filing a separate a new complaint. MR. PRENDERGAST: What he's got to do,	2 3 4 5 6 7 8 9 10 11 12	clear for the record, because I misspoke, that because the Korshak case was dismissed with prejudice in 2003, it can't be amended. THE COURT: Yes, probably right. MR. PRENDERGAST: If counsel wants to file a new claim THE COURT: Probably right. But, you know, 304(a) with regard to a complaint that's been dismissed with prejudice doesn't get you anywhere, it seems to me. MR. KRISLOV: That's why we filed the Underwood complaint, because you told us that we
2 3 4 5 6 7 8 9 10 11 12 13	MS. NABER: '3, dismissed with prejudice. The only jurisdiction is over the settlement. THE COURT: Well, you know, the settlement is in existence, and MR. PRENDERGAST: Yes. Up through the end of 2013. THE COURT: it's a contract. So your point is that if he wants to do it based upon that, he should be filing a separate a new complaint. MR. PRENDERGAST: What he's got to do, Judge, is file a complaint	2 3 4 5 6 7 8 9 10 11 12 13	clear for the record, because I misspoke, that because the Korshak case was dismissed with prejudice in 2003, it can't be amended. THE COURT: Yes, probably right. MR. PRENDERGAST: If counsel wants to file a new claim THE COURT: Probably right. But, you know, 304(a) with regard to a complaint that's been dismissed with prejudice doesn't get you anywhere, it seems to me. MR. KRISLOV: That's why we filed the Underwood complaint, because you told us that we couldn't revive the Korshak complaint, and so we
2 3 4 5 6 7 8 9 10 11 12 13 14	MS. NABER: '3, dismissed with prejudice. The only jurisdiction is over the settlement. THE COURT: Well, you know, the settlement is in existence, and MR. PRENDERGAST: Yes. Up through the end of 2013. THE COURT: it's a contract. So your point is that if he wants to do it based upon that, he should be filing a separate a new complaint. MR. PRENDERGAST: What he's got to do, Judge, is file a complaint THE COURT: Based upon that.	2 3 4 5 6 7 8 9 10 11 12 13 14	clear for the record, because I misspoke, that because the Korshak case was dismissed with prejudice in 2003, it can't be amended. THE COURT: Yes, probably right. MR. PRENDERGAST: If counsel wants to file a new claim THE COURT: Probably right. But, you know, 304(a) with regard to a complaint that's been dismissed with prejudice doesn't get you anywhere, it seems to me. MR. KRISLOV: That's why we filed the Underwood complaint, because you told us that we couldn't revive the Korshak complaint, and so we filed Underwood to cover precisely this for all the
2 3 4 5 6 7 8 9 10 11 12 13 14 15	MS. NABER: '3, dismissed with prejudice. The only jurisdiction is over the settlement. THE COURT: Well, you know, the settlement is in existence, and MR. PRENDERGAST: Yes. Up through the end of 2013. THE COURT: it's a contract. So your point is that if he wants to do it based upon that, he should be filing a separate a new complaint. MR. PRENDERGAST: What he's got to do, Judge, is file a complaint THE COURT: Based upon that. MR. PRENDERGAST: Based on the	2 3 4 5 6 7 8 9 10 11 12 13 14 15	clear for the record, because I misspoke, that because the Korshak case was dismissed with prejudice in 2003, it can't be amended. THE COURT: Yes, probably right. MR. PRENDERGAST: If counsel wants to file a new claim THE COURT: Probably right. But, you know, 304(a) with regard to a complaint that's been dismissed with prejudice doesn't get you anywhere, it seems to me. MR. KRISLOV: That's why we filed the Underwood complaint, because you told us that we couldn't revive the Korshak complaint, and so we filed Underwood to cover precisely this for all the classes.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	MS. NABER: '3, dismissed with prejudice. The only jurisdiction is over the settlement. THE COURT: Well, you know, the settlement is in existence, and MR. PRENDERGAST: Yes. Up through the end of 2013. THE COURT: it's a contract. So your point is that if he wants to do it based upon that, he should be filing a separate a new complaint. MR. PRENDERGAST: What he's got to do, Judge, is file a complaint THE COURT: Based upon that. MR. PRENDERGAST: Based on the promises made in this letter, including the promise	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	clear for the record, because I misspoke, that because the Korshak case was dismissed with prejudice in 2003, it can't be amended. THE COURT: Yes, probably right. MR. PRENDERGAST: If counsel wants to file a new claim THE COURT: Probably right. But, you know, 304(a) with regard to a complaint that's been dismissed with prejudice doesn't get you anywhere, it seems to me. MR. KRISLOV: That's why we filed the Underwood complaint, because you told us that we couldn't revive the Korshak complaint, and so we filed Underwood to cover precisely this for all the classes. THE COURT: I don't think I'm the
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	MS. NABER: '3, dismissed with prejudice. The only jurisdiction is over the settlement. THE COURT: Well, you know, the settlement is in existence, and MR. PRENDERGAST: Yes. Up through the end of 2013. THE COURT: it's a contract. So your point is that if he wants to do it based upon that, he should be filing a separate a new complaint. MR. PRENDERGAST: What he's got to do, Judge, is file a complaint THE COURT: Based upon that. MR. PRENDERGAST: Based on the promises made in this letter, including the promise to do reconciliation for all the classes.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	clear for the record, because I misspoke, that because the Korshak case was dismissed with prejudice in 2003, it can't be amended. THE COURT: Yes, probably right. MR. PRENDERGAST: If counsel wants to file a new claim THE COURT: Probably right. But, you know, 304(a) with regard to a complaint that's been dismissed with prejudice doesn't get you anywhere, it seems to me. MR. KRISLOV: That's why we filed the Underwood complaint, because you told us that we couldn't revive the Korshak complaint, and so we filed Underwood to cover precisely this for all the classes. THE COURT: I don't think I'm the litigant here. I think you are, and you do what you
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	MS. NABER: '3, dismissed with prejudice. The only jurisdiction is over the settlement. THE COURT: Well, you know, the settlement is in existence, and MR. PRENDERGAST: Yes. Up through the end of 2013. THE COURT: it's a contract. So your point is that if he wants to do it based upon that, he should be filing a separate a new complaint. MR. PRENDERGAST: What he's got to do, Judge, is file a complaint THE COURT: Based upon that. MR. PRENDERGAST: Based on the promises made in this letter, including the promise to do reconciliation for all the classes. He's never done that in any case. He	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	clear for the record, because I misspoke, that because the Korshak case was dismissed with prejudice in 2003, it can't be amended. THE COURT: Yes, probably right. MR. PRENDERGAST: If counsel wants to file a new claim THE COURT: Probably right. But, you know, 304(a) with regard to a complaint that's been dismissed with prejudice doesn't get you anywhere, it seems to me. MR. KRISLOV: That's why we filed the Underwood complaint, because you told us that we couldn't revive the Korshak complaint, and so we filed Underwood to cover precisely this for all the classes. THE COURT: I don't think I'm the litigant here. I think you are, and you do what you think is right.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	MS. NABER: '3, dismissed with prejudice. The only jurisdiction is over the settlement. THE COURT: Well, you know, the settlement is in existence, and MR. PRENDERGAST: Yes. Up through the end of 2013. THE COURT: it's a contract. So your point is that if he wants to do it based upon that, he should be filing a separate a new complaint. MR. PRENDERGAST: What he's got to do, Judge, is file a complaint THE COURT: Based upon that. MR. PRENDERGAST: Based on the promises made in this letter, including the promise to do reconciliation for all the classes. He's never done that in any case. He hasn't done it in the Korshak case	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	clear for the record, because I misspoke, that because the Korshak case was dismissed with prejudice in 2003, it can't be amended. THE COURT: Yes, probably right. MR. PRENDERGAST: If counsel wants to file a new claim THE COURT: Probably right. But, you know, 304(a) with regard to a complaint that's been dismissed with prejudice doesn't get you anywhere, it seems to me. MR. KRISLOV: That's why we filed the Underwood complaint, because you told us that we couldn't revive the Korshak complaint, and so we filed Underwood to cover precisely this for all the classes. THE COURT: I don't think I'm the litigant here. I think you are, and you do what you think is right. My suggestion is, and was in the past,
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	MS. NABER: '3, dismissed with prejudice. The only jurisdiction is over the settlement. THE COURT: Well, you know, the settlement is in existence, and MR. PRENDERGAST: Yes. Up through the end of 2013. THE COURT: it's a contract. So your point is that if he wants to do it based upon that, he should be filing a separate a new complaint. MR. PRENDERGAST: What he's got to do, Judge, is file a complaint THE COURT: Based upon that. MR. PRENDERGAST: Based on the promises made in this letter, including the promise to do reconciliation for all the classes. He's never done that in any case. He hasn't done it in the Korshak case THE COURT: I'm sure Mr. Krislov	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	clear for the record, because I misspoke, that because the Korshak case was dismissed with prejudice in 2003, it can't be amended. THE COURT: Yes, probably right. MR. PRENDERGAST: If counsel wants to file a new claim THE COURT: Probably right. But, you know, 304(a) with regard to a complaint that's been dismissed with prejudice doesn't get you anywhere, it seems to me. MR. KRISLOV: That's why we filed the Underwood complaint, because you told us that we couldn't revive the Korshak complaint, and so we filed Underwood to cover precisely this for all the classes. THE COURT: I don't think I'm the litigant here. I think you are, and you do what you think is right. My suggestion is, and was in the past, and is again today, that all ills are cured, and you
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	MS. NABER: '3, dismissed with prejudice. The only jurisdiction is over the settlement. THE COURT: Well, you know, the settlement is in existence, and MR. PRENDERGAST: Yes. Up through the end of 2013. THE COURT: it's a contract. So your point is that if he wants to do it based upon that, he should be filing a separate a new complaint. MR. PRENDERGAST: What he's got to do, Judge, is file a complaint THE COURT: Based upon that. MR. PRENDERGAST: Based on the promises made in this letter, including the promise to do reconciliation for all the classes. He's never done that in any case. He hasn't done it in the Korshak case THE COURT: I'm sure Mr. Krislov really appreciates you advising him on how to	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	clear for the record, because I misspoke, that because the Korshak case was dismissed with prejudice in 2003, it can't be amended. THE COURT: Yes, probably right. MR. PRENDERGAST: If counsel wants to file a new claim THE COURT: Probably right. But, you know, 304(a) with regard to a complaint that's been dismissed with prejudice doesn't get you anywhere, it seems to me. MR. KRISLOV: That's why we filed the Underwood complaint, because you told us that we couldn't revive the Korshak complaint, and so we filed Underwood to cover precisely this for all the classes. THE COURT: I don't think I'm the litigant here. I think you are, and you do what you think is right. My suggestion is, and was in the past, and is again today, that all ills are cured, and you get the issue teed up if you file a complaint based
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	MS. NABER: '3, dismissed with prejudice. The only jurisdiction is over the settlement. THE COURT: Well, you know, the settlement is in existence, and MR. PRENDERGAST: Yes. Up through the end of 2013. THE COURT: it's a contract. So your point is that if he wants to do it based upon that, he should be filing a separate a new complaint. MR. PRENDERGAST: What he's got to do, Judge, is file a complaint THE COURT: Based upon that. MR. PRENDERGAST: Based on the promises made in this letter, including the promise to do reconciliation for all the classes. He's never done that in any case. He hasn't done it in the Korshak case THE COURT: I'm sure Mr. Krislov really appreciates you advising him on how to practice, but	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	clear for the record, because I misspoke, that because the Korshak case was dismissed with prejudice in 2003, it can't be amended. THE COURT: Yes, probably right. MR. PRENDERGAST: If counsel wants to file a new claim THE COURT: Probably right. But, you know, 304(a) with regard to a complaint that's been dismissed with prejudice doesn't get you anywhere, it seems to me. MR. KRISLOV: That's why we filed the Underwood complaint, because you told us that we couldn't revive the Korshak complaint, and so we filed Underwood to cover precisely this for all the classes. THE COURT: I don't think I'm the litigant here. I think you are, and you do what you think is right. My suggestion is, and was in the past, and is again today, that all ills are cured, and you get the issue teed up if you file a complaint based upon the May 15th, 2013, letter, which you claim
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	MS. NABER: '3, dismissed with prejudice. The only jurisdiction is over the settlement. THE COURT: Well, you know, the settlement is in existence, and MR. PRENDERGAST: Yes. Up through the end of 2013. THE COURT: it's a contract. So your point is that if he wants to do it based upon that, he should be filing a separate a new complaint. MR. PRENDERGAST: What he's got to do, Judge, is file a complaint THE COURT: Based upon that. MR. PRENDERGAST: Based on the promises made in this letter, including the promise to do reconciliation for all the classes. He's never done that in any case. He hasn't done it in the Korshak case THE COURT: I'm sure Mr. Krislov really appreciates you advising him on how to	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	clear for the record, because I misspoke, that because the Korshak case was dismissed with prejudice in 2003, it can't be amended. THE COURT: Yes, probably right. MR. PRENDERGAST: If counsel wants to file a new claim THE COURT: Probably right. But, you know, 304(a) with regard to a complaint that's been dismissed with prejudice doesn't get you anywhere, it seems to me. MR. KRISLOV: That's why we filed the Underwood complaint, because you told us that we couldn't revive the Korshak complaint, and so we filed Underwood to cover precisely this for all the classes. THE COURT: I don't think I'm the litigant here. I think you are, and you do what you think is right. My suggestion is, and was in the past, and is again today, that all ills are cured, and you get the issue teed up if you file a complaint based

19 (Pages 70 to 73)

1 You don't want to do it, don't. 1 City the Funds, for certain, were going to report 2 MR. KRISLOV: Your Honor, I don't do it. agree with you at all. provide coverage for their amuitants beginning in 4 THE COURT: Well, then, don't do it. provide coverage for their amuitants beginning in 6 do it. THE COURT: For now, my ruling stands provide coverage for their amuitants beginning in 9 visa-vis the Class 3 and Class 4 benefits pase to know the to know 1 Dost-January Ist, 2014. 0 MR. KRISLOV: But were still allor 1 13 THE COURT: Well, they're I'm not 13 THE COURT: Are you representing the 14 saying that. They already did the audit and 14 Funds? 1 10 bocked at the last two transcripts, and that is not 15 recorclitations THE COURT: Well, they're I'm not 13 THE COURT: Are you representing the 14 saying that. They already did the audit and 14 Funds? 10 THE COURT: They can speak for 15 recorclitations THE COURT: Mell, they why so 20 say, if they want to 1 What do you want to 2013, they hav		Page 74		Page 76
3 agree with you at all. 3 provide coverage for their annuitants beginning in 4 THE COURT: Well, then, don't do it. Coverage for their annuitants beginning in 4 THE COURT: Well, then, don't do it. Fi is now mid-August, and retirees 6 do it. The COURT: For now, my ruling stands 8 as to lack of jurisdiction in the Korshak matter 9 9 vis-a-vis the Class 1 and 2? THE COURT: Are you representing the 11 MR, KRISLOV: But we're still alive 10 Iooked at the last two transcripts, and that is not 12 on the agenda for today. 11 Iooked at the last two transcripts, and that is not 13 THE COURT: Well, they're - Tm not 13 THE COURT: Are you representing the 14 saying that. They already did the audit and 15 Say. if they want to - 17 The audit and reconciliation of the last half of 17 THE COURT: They can speak for 18 out so we being - 19 what do you want to say? Kern, what do you want to 20 THE COURT: Well, then, why - so 24 Water so most of the retirecs. They've signed up with 24 Water So why bring that up? They're going to do it. 14<	1	You don't want to do it, don't.	1	City the Funds, for certain, were going to report
4 THE COURT: Well, then, don't do it. 4 2018. 5 MR. KRISLOV: But we'll do it. We'll 5 It is now mid-August, and retirees 6 do it. 7 THE COURT: For now, my ruling stands 8 as to lack of jurisdiction in the Korshak matter 9 9 vis-a-vis the Class 3 and Class 4 benefits 9 9 post-January 1st, 2014. 10 MR. REINDERGAST: Your Honor, Ive 11 MR. KRISLOV: But we're still alive 11 looked at the last two transcripts, and that is not 12 for the Class 1 and 2? 13 THE COURT: Are you representing the 14 saying that. They already did the audit and 14 Funds? 15 reconciliations - 16 MR. KRISLOV: No, they didn't do it. 16 MR. KRISLOV: No, they didn't do it. 16 say, if they want to - 17 The audit and reconciliation of the last half of the first go-through. 17 THE COURT: But they're in the process 21 of doing it. Wark RSISLOV: Because we moved for it. 18 what do you want to say? Ken, what do you want to say? Ken, what do you want to say? Ken, what do you want to any more reset. They've aloig the same dit warrous plans, and the Fund is proceedin	2	MR. KRISLOV: Your Honor, I don't	2	on their plans for on what they're doing to
5MR. KRISLOV: But we'll do it. We'll5It is now mid-August, and retirces6do it.6have to know7THE COURT: For now, my ruling stands8so to know8as to lack of jurisdiction in the Korshak matter9you did tell me that I did, so I'l accept that,9post-January 1st, 2014.10MR. RENDERGAST: Your Honor, I've10post-January 1st, 2014.10MR. RENDERGAST: Your Honor, I've11MR. KRISLOV: But we're still alive12on the last for today.13THE COURT: Well, they're I'm not13THE COURT: Are you representing the14saying that. They already did the audit and14Funds?15reconciliations15MR. KRISLOV: No, they didn't do it.16MR. KRISLOV: No, they didn't do it.17THE COURT: They can speak for17The audit and reconciliation of the last half of17THE COURT: They can speak for18of doing it.18themselves, Richard. Let's be aboutMr. Kugler,19and it's now being19what do you want to say? Ken, what do you want to20THE COURT: But they're in the process20say?21of doing it.21MR. KRISLOV: Because we moved for it.23THE COURT: But they regoing to do it.24valou the fund is proceeding with24Wat? So why bring that up? They're aging to do it.24valou the insurance tormay.3THE COURT: Do what you want to force34 <td>3</td> <td>agree with you at all.</td> <td>3</td> <td>provide coverage for their annuitants beginning in</td>	3	agree with you at all.	3	provide coverage for their annuitants beginning in
6 do it. 6 have to know 7 THE COURT: For now, my ruling stands 7 THE COURT: I don't recall that, but 9 vis-a-vis the Class 3 and Class 4 benefits 9 9 post-January 1st, 2014. 0 MR. RENDERGAST: Your Honor, I've 11 for the Class 1 and 2? 10 MR. RENDERGAST: Your Honor, I've 12 for the Class 1 and 2? 11 looked at the last two transcripts, and that is not 13 THE COURT: Well, they're - I'm not 13 THE COURT: I way just about to 16 MR. KRISLOV: No, they didn't do it. 16 say, if they want to 17 The COURT: But they're in the process 10 say? what do you want to - 18 therelow, KRISLOV: Because we moved for it. 12 MR. KRISLOV: Because we moved for it. 12 14 what? So why bring that up? They're going to. 14 what wat? 14 whatever we're doing. 2 MR. KRISLOV: Well, they have just they're going to. 14 whatever we're doing. 14 3 THE COURT: But they're going to. 14 whatever we're doing. 14 4 MR. RRIS	4	THE COURT: Well, then, don't do it.	4	2018.
7 THE COURT: For now, my ruling stands 8 8 as to lack of jurisdiction in the Korshak matter 9 9 vis-a-vis the Class 3 and Class 4 benefits 9 10 post-January 1st, 2014. 10 11 MR. KRISLOY: Nut we're still alive 11 12 for the Class 1 and 2? 12 on the agenda for today. 13 THE COURT: Mell, they're I'm not 14 14 saying that. They already did the audit and 14 15 reconciliations 15 16 MR. KRISLOV: No, they didn't doi. 16 17 The audit and reconciliation of the last half of 17 18 and it's now being 19 what do you want to - 19 and it's now being 19 what do you want to - 20 THE COURT: But they're in the process 19 what do you want to asa? NR. K. Ruger, 14 what? So why bring that up? They're going too it. 24 ware insurance. for most of the retirees. They've 20 of doing it. 24 varies plans, and the Fund is groceeding with 23 THE COURT: Well, they haven't <td>5</td> <td>MR. KRISLOV: But we'll do it. We'll</td> <td>5</td> <td>It is now mid-August, and retirees</td>	5	MR. KRISLOV: But we'll do it. We'll	5	It is now mid-August, and retirees
8 as to lack of jurisdiction in the Korshak matter 9 9 you did tell me that I did, so I'll accept that, 9 and 9 vis-a-vis the Class 3 and Class 4 benefits 9 and mathef{anderse} 9 10 post-January 1st, 2014. 10 MR. PRENDERGAST: Your Honor, I've 11 looked at the last two transcripts, and that is not 10 10 MR. PRENDERGAST: Your Honor, I've 11 11 looked at the last two transcripts, and that is not 10 10 onthe agenda for today. 13 mit free coultilations 11 looked at the last two transcripts, and that is not 10 10 14 saying that. They already did the audit and 12 neconcilations 15 MR. PRENDERGAST: 1 was just about to 16 16 MR. KRISLOV: No, they didn't do it. 17 16 and it's now boing 17 THE COURT: But they're in the process 19 vati do you want to say? Ken, what do you want to 20 say? 21 of doing it. 22 MR. KRISLOV: Because we moved for it. 24 vati os prove signed up with 24 vati os prove signed up with 24 24 what? So why bring that up? They're going to. 4 mit MR. PRENDERGAST: We didn't need a 3 1 whatever we're doing. 2 whatever we're doing. 2 warous at hous at hous or thore altrow 3	6	do it.	6	have to know
9 vis-a-vis the Class 3 and Class 4 benefits 9 and 10 post-January 1st, 2014. 10 MR. PRENDERGAST: Your Honor, Ive 12 for the Class 1 and 2? 10 on the agenda for today. 13 THE COURT: Well, they're I'm not 13 THE COURT: Are you representing the 14 saying that. They already did the audit and 14 Funds? 15 reconciliations 15 MR. PRENDERGAST: I was just about to 16 say, if they want to 17 The audit and reconciliation of the last half of 17 18 and it's now being 19 What do you want to say? Ken, what do you want to 20 THE COURT: But they're in the process 21 MR. KISLOV: Because we moved for it. 22 21 of doing it. 22 MR. KISLOV: Well, they haven't 23 been offered insurance. They've signed up with 23 THE COURT: But they're going to. 4 Watever we're doing. 2 24 MR. KRISLOV: Well, they haven't 2 We're not administering it. We're doing the same 3 THE COURT: But they're going to. 4 WR. RENDERGAST: We didn't need at thing we've	7	THE COURT: For now, my ruling stands	7	THE COURT: I don't recall that, but
10 post-January 1st, 2014. 10 MR, PRENDERGAST: Your Honor, I've 11 MR, KRISLOV: But we're still alive 11 looked at the last two transcripts, and that is not 13 THE COURT: Well, they're I'm not 13 THE COURT: Are you representing the 14 saying that. They already did the audit and 14 Funds? 15 reconciliations - 15 MR, PRENDERGAST: I was just about to 16 MR, KRISLOV: No, they didn't do it. 16 say, if they want to - 17 The audit and reconciliation of the last half of 17 THE COURT: But they're in the process 16 themselves, Richard. Let's be about Mr. Kugler, 19 and it's now being 10 18 themselves, Richard. Let's be about Mr. Kugler, 20 of doing it. 21 MR. D.KUGLER: For 2018 we already 21 of doing it. 22 have insurance for most of the retirces. They've 22 MR, KRISLOV: Because we moved for it. 24 various plans, and the Fund is proceeding with 22 MR, KRISLOV: Well, they haven't 1 whatever we'te doing. 1 3 THE COURT: But they're going to o. 3	8	as to lack of jurisdiction in the Korshak matter	8	you did tell me that I did, so I'll accept that,
11 MR. KRISLOV: But we're still alive 11 looked at the last two transcripts, and that is not 12 for the Class I and 2? 12 on the agenda for today. 13 THE COURT: Well, they're I'm not 13 THE COURT: Are you representing the 14 saying that. They already did the audit and 14 Funds? 15 reconciliations 15 MR. PRENDERGAST: I was just about to 16 MR. KRISLOV: No, they didn't do it. 16 say, if they want to 17 The audit and reconciliation of the last half of 17 THE COURT: But they're in the process 20 say? 20 THE COURT: But they're in the process 20 say? what do you want to say? Ken, what do you want to 21 of doing it. 21 MR. KRISLOV: Because we moved for it. 22 have insurance for most of the retirees. They've 23 THE COURT: But they're going to do it. 24 various plans, and the Fund is proceeding with 24 MR. KRISLOV: Well, they haven'r 2 We've got the insurance: They've doing the same 4 MR. PRENDERGAST: We didn't need a 1 whatever we're doing. 1 5 <td< td=""><td>9</td><td>vis-a-vis the Class 3 and Class 4 benefits</td><td>9</td><td>and</td></td<>	9	vis-a-vis the Class 3 and Class 4 benefits	9	and
12 for the Class 1 and 2? 12 on the agenda for today. 13 THE COURT: Well, they're I'm not 13 THE COURT: Are you representing the 14 saying that. They already did the audit and 14 Funds? 15 reconciliations 13 THE COURT: Are you representing the 16 MR. KRISLOV: No, they didn't do it. 16 say, if they want to 17 The audit and reconciliation of the last half of 17 THE cOURT: They can speak for 18 2013, they have just completed the first go-through, 18 themselves, Richard. Let's be about Mr. Kugler, 19 and it's now being 19 what do you want to say? Ken, what do you want to 20 THE COURT: But they're in the process 20 say? 21 of doing it. 22 MR, KRISLOV: Because we moved for it. 24 23 THE COURT: Well, they haven't 2 Ware root administering it. We're doing. Page 77 1 They've acceded to that. 1 4 thing we've done before, deducting from their annuity 6 MR. KRISLOV: Yes, you needed a court 7 THE COURT: But they're going to. 4 t	10	post-January 1st, 2014.	10	MR. PRENDERGAST: Your Honor, I've
13 THE COURT: Well, they're I'm not 13 THE COURT: Are you representing the 14 saying that. They already did the audit and 14 Funds? 15 reconcilitations 15 MR. PRENDERGAST: I was just about to 16 MR. KRISLOV: No, they didn't do it. 16 say, if they want to 17 The audit and reconciliation of the last half of 17 THE COURT: They can speak for 18 2013, they have just completed the first go-through 18 themselves, Richard, Let's be about Mr. Kugler, 19 and it's now being 19 what do you want to say? Ken, what do you want to 20 THE COURT: But they're in the process 20 say? 21 of doing it. 21 wata do you want to say? Ken, what do you want to 22 MR. KRISLOV: Because we moved for it. 24 have insurance for most of the retirees. They've 23 THE COURT: But they're orign to do it. 1 whatever we're doing. 1 2 MR. KRISLOV: Well, they haven't 2 We're not administering it. We're doing the same 4 4 MR. PRENDERGAST: We didn't need a 1 whatever we're doing. 2	11	MR. KRISLOV: But we're still alive	11	looked at the last two transcripts, and that is not
14 saying that. They already did the audit and 14 Funds? 15 reconciliations 15 MR. KRISLOV: No, they didn't do it. 16 Say, if they want to 17 The audit and reconciliation of the last half of 17 THE COURT: They can speak for 18 2013, they have just completed the first go-through 17 THE COURT: But they're in the process 20 of doing it. 20 say? What do you want to say? Ken, what do you want to 20 of doing it. 21 MR. KRISLOV: Because we moved for it. 22 have insurance for most of the retirees. They've 23 THE COURT: Well, then, why so 23 been offered insurance. They've signed up with 24 what? So why bring that up? They're going to do it. 24 watever we're doing. 2 2 MR. RRISLOV: Well, they haven't 1 whatever we're doing. 2 We're not administering it. We're doing the same 4 MR. PRENDERGAST: We didn't need a 5 court order to do that. 1 whatever we're doing. 6 MR. KRISLOV: Yes, you needed a court 7 selected from, I think, two or three different 8 they've undertaken with whatever -1	12		12	on the agenda for today.
15 reconciliations 15 MR. PRENDERGAST: I was just about to 16 MR. KRISLOV: No, they didn't do it. 16 say, if they want to 17 The audit and reconciliation of the last half of 17 THE COURT: They can speak for 18 2013, they have just completed the first go-through, 18 themselves, Richard. Let's be about Mr. Kugler, 19 and it's now being 19 what do you want to say? Ken, what do you want to 20 THE COURT: But they're in the process say? 21 MR. D. KUGLER: For 2018 we already 21 MR. KRISLOV: Because we moved for it. 22 have insurance for most of the retirees. They've 23 THE COURT: Well, then, why so 23 been offered insurance. They've signed up with 24 what? So why bring that up? They're going to do it. 24 various plans, and the Fund is proceeding with 24 MR. RRISLOV: Well, they haven't 3 We're ot de ministering it. We're doing the same 4 MR. PRENDERGAST: We didn't need a 2 court order to do that. 1 whetever we're doing. 5 court order to do that. 1 wheteverI think they've reselect from, I think, two or three diffe	13	THE COURT: Well, they're I'm not	13	THE COURT: Are you representing the
16 MR. KRISLOV: No, they didn't do it. 16 say, if they want to 17 The audit and reconciliation of the last half of 17 THE COURT: They can speak for 18 2013, they have just completed the first go-through, and it's now being 18 themselves, Richard. Let's be about Mr. Kugler, 20 THE COURT: But they're in the process 9 what do you want to say? Ken, what do you want to 21 of doing it. 20 say,? 23 THE COURT: Well, then, why so 23 been offered insurance. They've signed up with 24 what? So why bring that up? They're going to do it. 24 various plans, and the Fund is proceeding with 24 what? So why bring that up? They're going to. 1 whatever we're doing. 2 2 MR. KRISLOV: Well, they haven't 2 We've got the insurance company. 3 We're not administering it. We're doing the same 4 MR. RRISLOV: Yes, you needed a court 7 we're doeb efore, deducting from their annuity 5 checks sufficient money to cover the insurance that 6 they've undertaken with whatever1 think they've 7 selected from, I think, two or three different 8 companies. 9 MR. DONHAM: For	14	saying that. They already did the audit and	14	Funds?
17 The audit and reconciliation of the last half of 17 THE COURT: They can speak for 18 2013, they have just completed the first go-through, 18 themselves, Richard. Let's be about Mr. Kugler, 19 and it's now being 19 what do you want to say? Ken, what do you want to 21 of doing it. 20 say? 22 MR. KRISLOV: Because we moved for it. 21 MR. D. KUGLER: For 2018 we already 23 THE COURT: Well, then, why so 24 have insurance for most of the retirees. They've 24 what? So why bring that up? They're going to do it. 24 various plans, and the Fund is proceeding with 24 MR. KRISLOV: Well, they haven't 1 whatever we're doing. Page 77 1 They've acceded to that. 1 whatever we're doing. 2 We're out administering it. We're doing the same 4 MR. PRENDERGAST: We didn't need a 3 We're not administering it. We're doing the same - we 4 they've widertaken with whatever - 1 think they've 7 selected from, I think, two or three different 8 comparies. 9 Me're not administering it. We're doing the same - we 10 have about a thousand of our retirees who signed up	15	reconciliations	15	MR. PRENDERGAST: I was just about to
18 2013, they have just completed the first go-through, and it's now being and it's now being mather it's now it's mather it's now being mather it's now it's mather it's now it if the it's now it's now it's mather it's now it's now it's mather it's now it's now it's now it's now it's's new it's now it's mather it's now it's now it's now it's now it's mather it's now it's's new it's now it's now it's's new it's now it's's's new it's's new it's's new it's's nest's now it's''s new it's'	16	MR. KRISLOV: No, they didn't do it.	16	say, if they want to
19 and it's now being 19 what do you want to say? Ken, what do you want to 20 THE COURT: But they're in the process say? 21 of doing it. 19 what do you want to say? Ken, what do you want to 20 THE COURT: But they're in the process say? 21 21 MR. RRISLOV: Because we moved for it. 22 have insurance for most of the retirees. They've signed up with 24 what? So why bring that up? They're going to do it. 24 baee infered insurance. They've signed up with 24 what? So why bring that up? They're going to do it. 24 whatever we're doing. 2 MR. KRISLOV: Well, they haven't 3 THE COURT: But they're going to. 3 THE COURT: But they're going to. 4 We're doing the same 4 MR. RRISLOV: Yes, you needed a court 7 We're doing the same 4 5 court order to do that. 2 We're doing the same 4 6 MR. KRISLOV: Yes, you needed a court 7 selected from, 1 think, two or three different 8 8 court order to do that. 9 MR DONHAM: For 2017, the same we 10 THE CO	17	The audit and reconciliation of the last half of	17	THE COURT: They can speak for
20 THE COURT: But they're in the process 20 say? 21 of doing it. 21 MR. KRISLOV: Because we moved for it. 22 MR. KRISLOV: Because we moved for it. 22 have insurance for most of the retirees. They've signed up with 24 what? So why bring that up? They're going to do it. 24 have onferred insurance. They've signed up with 24 what? So why bring that up? They're going to do it. 24 wate onferred insurance. They've signed up with 24 what? So why bring that up? They're going to do it. 24 wate onferred insurance. They've signed up with 24 what? So why bring that up? They're going to do it. 24 wate on formed insurance. They've signed up with 25 MR. KRISLOV: Well, they haven't 3 We're on administering it. We're doing the same 4 MR. RRISLOV: Yes, you needed a court 4 thing we've done before, deducting from their annuity 5 5 court order to do that. 9 MR. DONHAM: For 2017, the same we 10 THE COURT: Do what you want tho do. 10 have about a thousand of our retires who signed up 11 for the City Im going to use the term "sponsored" 12 - Jennifer may disagree with me plan, and	18	2013, they have just completed the first go-through,	18	themselves, Richard. Let's be about Mr. Kugler,
21of doing it.21MR. D. KUGLER: For 2018 we already22MR. KRISLOV: Because we moved for it.22have insurance for most of the retirees. They've23THE COURT: Well, then, why so20been offered insurance. They've signed up with24what? So why bring that up? They're going to do it.24warious plans, and the Fund is proceeding with24what? So why bring that up? They're going to do it.24what ever we're doing.Page 777They've acceded to that.1whatever we're doing.We're got the insurance company.33THE COURT: But they're going to.3We're not administering it. We're doing the same44MR. PRENDERGAST: We didn't need a5court order to do that.36MR. KRISLOV: Yes, you needed a court6they've undertaken with whatever1 think they've7order, because you had opposed our motion to force9MR. DONHAM: For 2017, the same we9down, you agreed to it.10have about a thousand of our retirees who signed up11I'm not in the business of telling folks what they11for the City I'm going to use the term "sponsored"12should or shouldn't do anymore. If you want this12-Jennifer may disagree with me plan, and we're13I've ruled on the jurisdiction aspect with regart to14to deduct premium from their annuities.14before me or any other judge, that's fine.15We are gathering information about the15MR. RKISLOV: I could you	19	and it's now being	19	what do you want to say? Ken, what do you want to
22 MR. KRISLOV: Because we moved for it. 22 have insurance for most of the retirees. They've 24 what? So why bring that up? They're going to do it. 23 been offered insurance. They've signed up with 24 what? So why bring that up? They're going to do it. 24 various plans, and the Fund is proceeding with 24 MR. KRISLOV: Well, they haven't Page 75 Page 77 1 They've acceded to that. 1 whatever we're doing. 2 MR. KRISLOV: Well, they haven't 2 We're not administering it. We're doing the same 4 MR. PRENDERGAST: We didn't need a 3 We're not administering it. We're doing the same 6 MR. KRISLOV: Yes, you needed a court 6 they've undertaken with whatever 1 think they've 7 selected from, 1 think, two or three different 8 companies. 9 MR. DONHAM: For 2017, the same we 10 10 THE COURT: Do what you want to do. 10 have about a thousand of our retirees who signed up 11 for the City I'm going to use the term "sponsored" 12 -Jennifer may disagree with me plan, and we're 13 Post-January 1st, 2014. 14 to deduct premium from t	20	THE COURT: But they're in the process	20	say?
23 THE COURT: Well, then, why so 23 been offered insurance. They've signed up with 24 what? So why bring that up? They're going to do it. 24 been offered insurance. They've signed up with 24 what? So why bring that up? They're going to do it. 24 been offered insurance. They've signed up with 24 Warious plans, and the Fund is proceeding with Page 77 1 They've acceded to that. 1 whatever we're doing. 2 MR. KRISLOV: Well, they haven't 2 We're out administering it. We're doing the same 4 MR. PRENDERGAST: We didn't need a 3 We're not administering it. We're doing the same 4 MR. KRISLOV: Yes, you needed a court 6 they've undertaken with whatever I think they've 7 order, because you had opposed our motion to force 8 selected from, I think, two or three different 8 you to do it. You had opposed it. And after sitting 9 MR. DONHAM: For 2017, the same we 10 THE COURT: Do what you want to do. 10 have about a thousand of our retirees who signed up 11 I'm not in the business of telling folks what they 11 for the Ciry I'm going to use the term "sponsored" 12		of doing it.	21	MR. D. KUGLER: For 2018 we already
24what? So why bring that up? They're going to do it.24various plans, and the Fund is proceeding withPage 75Page 771They've acceded to that.1whatever we're doing.2MR. KRISLOV: Well, they haven't2We've got the insurance company.3THE COURT: But they're going to.3We're not administering it. We're doing the same4MR. PRENDERGAST: We didn't need a4thing we've done before, deducting from their annuity5court order to do that.5checks sufficient money to cover the insurance that6MR. KRISLOV: Yes, you needed a court6they've undertaken with whatever I think they've7order, because you had opposed it. And after sitting9MR. DONHAM: For 2017, the same we9down, you agreed to it.9MR. DONHAM: For 2017, the same we10THE COURT: Do what you want to do.10have about a thousand of our retirees who signed up11I'm not in the business of telling folks what they11for the City I'm going to use the term "sponsored"12should n't do anymore. If you want this13deducting we have permission from the annuitants14post-January 1st, 2014.14to deduct premium from their annuities.15Do what you want to do to get it15We are gathering information about the16before me or any other judge, that's fine.16mumber of members who would be subject to the17MR. KRISLOV: Okay.17asa	22	MR. KRISLOV: Because we moved for it.	22	have insurance for most of the retirees. They've
Page 75 Page 75 1 They've acceded to that. 1 whatever we're doing. 2 MR. KRISLOV: Well, they haven't 2 We've got the insurance company. 3 THE COURT: But they're going to. 3 We're not administering it. We're doing the same 4 MR. PRENDERGAST: We didn't need a 3 We're not administering it. We're doing the same 6 MR. KRISLOV: Yes, you needed a court 6 they're undertaken with whatever I think they're 7 order, because you had opposed our motion to force 7 selected from, I think, two or three different 8 you to do it. You had opposed it. And after sitting 9 MR. DONHAM: For 2017, the same we 10 THE COURT: Do what you want to do. 10 have about a thousand of our retires who signed up 11 I'm not in the business of telling folks what they 11 for the City I'm going to use the term "sponsored" 12 should or shouldn't do anymore. If you want this 12 Jennifer may disagree with me plan, and we're 13 Ive ruled on the jurisdiction aspect with regard to 14 to deduct premium from their annuitants 14 powhat you want to do to get it 15 We	23	THE COURT: Well, then, why so	23	been offered insurance. They've signed up with
1They've acceded to that.1whatever we're doing.2MR. KRISLOV: Well, they haven't2We've got the insurance company.3THE COURT: But they're going to.3We're not administering it. We're doing the same4MR. PRENDERGAST: We didn't need a4thing we've done before, deducting from their annuity5court order to do that.5checks sufficient money to cover the insurance that6MR. KRISLOV: Yes, you needed a court6they've undertaken with whatever I think they've7order, because you had opposed our motion to force7selected from, I think, two or three different8you to do it. You had opposed it. And after sitting9MR. DONHAM: For 2017, the same we10THE COURT: Do what you want to do.10have about a thousand of our retirees who signed up11I'm not in the business of telling folks what they11for the City I'm going to use the term "sponsored"12should or shouldn't do anymore. If you want this12Jennifer may disagree with me plan, and we're13I've ruled on the jurisdiction aspect with regard to13deducting we have permission from the annuitits.15Do what you want to do to get it15We are gathering information about the16before me or any other judge, that's fine.16number of members who would be subject to the17MR. KRISLOV: Okay.17assuming that Justice Simon's order stays in effect18THE COURT: What's next on your list?18a	24	what? So why bring that up? They're going to do it.	24	various plans, and the Fund is proceeding with
2MR. KRISLOV: Well, they haven't2We've got the insurance company.3THE COURT: But they're going to.3We're not administering it. We're doing the same4MR. PRENDERGAST: We didn't need a4thing we've done before, deducting from their annuity5court order to do that.5checks sufficient money to cover the insurance that6MR. KRISLOV: Yes, you needed a court6they've undertaken with whatever I think they've7order, because you had opposed our motion to force7selected from, I think, two or three different8you to do it. You had opposed it. And after sitting9MR. DONHAM: For 2017, the same we10THE COURT: Do what you want to do.10have about a thousand of our retirees who signed up11I'm not in the business of telling folks what they11for the City I'm going to use the term "sponsored"12should or shouldn't do anymore. If you want this12- Jennifer may disagree with me plan, and we're13I've ruled on the jurisdiction aspect with regard to13deducting we have permission from the annuitants14post-January 1st, 2014.14to deduct premium from their annuities.15Do what you want to do to get it15We are gathering information about the16hefore me or any other judge, that's fine.16number of members who would be subject to the17MR. KRISLOV: Okay.17assuming that Justice Simon's order stays in effect18THE COURT: What's next on your list? <td></td> <td>Page 75</td> <td></td> <td>Page 77</td>		Page 75		Page 77
2MR. KRISLOV: Well, they haven't2We've got the insurance company.3THE COURT: But they're going to.3We're not administering it. We're doing the same4MR. PRENDERGAST: We didn't need a4thing we've done before, deducting from their annuity5court order to do that.5checks sufficient money to cover the insurance that6MR. KRISLOV: Yes, you needed a court6they've undertaken with whatever I think they've7order, because you had opposed our motion to force7selected from, I think, two or three different8you to do it. You had opposed it. And after sitting9MR. DONHAM: For 2017, the same we10THE COURT: Do what you want to do.10have about a thousand of our retirees who signed up11I'm not in the business of telling folks what they11for the City I'm going to use the term "sponsored"12should or shouldn't do anymore. If you want this12- Jennifer may disagree with me plan, and we're13I've ruled on the jurisdiction aspect with regard to13deducting we have permission from the annuitants14post-January 1st, 2014.14to deduct premium from their annuities.15Do what you want to do to get it15We are gathering information about the16hefore me or any other judge, that's fine.16number of members who would be subject to the17MR. KRISLOV: Okay.17assuming that Justice Simon's order stays in effect18THE COURT: What's next on your list? <td></td> <td></td> <td></td> <td></td>				
3THE COURT: But they're going to.3We're not administering it. We're doing the same4MR. PRENDERGAST: We didn't need a4thing we've done before, deducting from their annuity5court order to do that.5checks sufficient money to cover the insurance that6MR. KRISLOV: Yes, you needed a court6they've undertaken with whatever I think they've7order, because you had opposed our motion to force7selected from, I think, two or three different8you to do it. You had opposed it. And after sitting8companies.9down, you agreed to it.9MR. DONHAM: For 2017, the same we10THE COURT: Do what you want to do.10have about a thousand of our retirees who signed up11I'm not in the business of telling folks what they11for the City I'm going to use the term "sponsored"12should or shouldn't do anymore. If you want this12 Jennifer may disagree with me plan, and we're13I've ruled on the jurisdiction aspect with regard to13deducting we have permission from the annuitants14post-January 1st, 2014.14to deduct premium from their annuities.15Do what you want to do to get it15We are gathering information about the number of members who would be subject to the assuming that Justice Simon's order stays in effect18THE COURT: What's next on your list?18and the class went up to June 30th, 2003, we're19MR. KRISLOV: I could you know 2120they are so that if there	1	They've acceded to that.	1	
4MR. PRENDERGAST: We didn't need a4thing we've done before, deducting from their annuity5court order to do that.5checks sufficient money to cover the insurance that6MR. KRISLOV: Yes, you needed a court6they've undertaken with whatever I think they've7order, because you had opposed our motion to force8you to do it. You had opposed it. And after sitting99down, you agreed to it.9MR. DONHAM: For 2017, the same we10THE COURT: Do what you want to do.10have about a thousand of our retirees who signed up11I'm not in the business of telling folks what they11for the City I'm going to use the term "sponsored"12should or shouldn't do anymore. If you want this12 Jennifer may disagree with me plan, and we're13I've ruled on the jurisdiction aspect with regard to13deducting we have permission from the annuitants14post-January 1st, 2014.14to deduct premium from their annuities.15Do what you want to do to get it15We are gathering information about the16herce me or any other judge, that's fine.16number of members who would be subject to the17MR. KRISLOV: Okay.17assuming that Justice Simon's order stays in effect18THE COURT: What's next on your list?18and the class went up to June 30th, 2003, we're19MR. PRENDERGAST: The only other thing19gathering information about how many members and who20that20 <td></td> <td></td> <td></td> <td>whatever we're doing.</td>				whatever we're doing.
6MR. KRISLOV: Yes, you needed a court6they've undertaken with whatever I think they've7order, because you had opposed our motion to force8you to do it. You had opposed it. And after sitting9selected from, I think, two or three different9down, you agreed to it.9MR. DONHAM: For 2017, the same we10THE COURT: Do what you want to do.10have about a thousand of our retirees who signed up11I'm not in the business of telling folks what they11for the City I'm going to use the term "sponsored"12should or shouldn't do anymore. If you want this12 Jennifer may disagree with me plan, and we're13I've ruled on the jurisdiction aspect with regard to13deducting we have permission from the annuitants14post-January 1st, 2014.14to deduct premium from their annuities.15Do what you want to do to get it15We are gathering information about the16have about a thousand ob would be subject to theassuming that Justice Simon's order stays in effect18THE COURT: What's next on your list?18and the class went up to June 30th, 2003, we're19MR. KRISLOV: I could you know20they are so that if there's a need to pay the \$25 a21MR. RRENDERGAST: I'll wait.22As far as 2018, the statutory23THE COURT: Go ahead, Clint.23obligation of the Laborers' Fund is to approve a	2	MR. KRISLOV: Well, they haven't	2	whatever we're doing. We've got the insurance company.
7order, because you had opposed our motion to force 8 you to do it. You had opposed it. And after sitting 9 down, you agreed to it.7selected from, I think, two or three different 8 companies.9down, you agreed to it.9MR. DONHAM: For 2017, the same we10THE COURT: Do what you want to do.10have about a thousand of our retirees who signed up11I'm not in the business of telling folks what they 1111for the City I'm going to use the term "sponsored"12should or shouldn't do anymore. If you want this 1312 Jennifer may disagree with me plan, and we're13I've ruled on the jurisdiction aspect with regard to 1413deducting we have permission from the annuitants14post-January 1st, 2014.14to deduct premium from their annuities.15Do what you want to do to get it 1615We are gathering information about the16before me or any other judge, that's fine.16number of members who would be subject to the17MR. KRISLOV: Okay.17assuming that Justice Simon's order stays in effect18THE COURT: What's next on your list?18and the class went up to June 30th, 2003, we're19MR. KRISLOV: I could you know21month subsidy, that we can accomplish that.20MR. PRENDERGAST: I'll wait.22As far as 2018, the statutory23THE COURT: Go ahead, Clint.23obligation of the Laborers' Fund is to approve a	2 3	MR. KRISLOV: Well, they haven't THE COURT: But they're going to.	2 3	whatever we're doing. We've got the insurance company. We're not administering it. We're doing the same
7order, because you had opposed our motion to force 8 you to do it. You had opposed it. And after sitting 9 down, you agreed to it.7selected from, I think, two or three different 8 companies.9down, you agreed to it.9MR. DONHAM: For 2017, the same we10THE COURT: Do what you want to do.10have about a thousand of our retirees who signed up11I'm not in the business of telling folks what they 1111for the City I'm going to use the term "sponsored"12should or shouldn't do anymore. If you want this 1312 Jennifer may disagree with me plan, and we're13I've ruled on the jurisdiction aspect with regard to post-January 1st, 2014.13deducting we have permission from the annuitants14post-January 1st, 2014.14to deduct premium from their annuities.15Do what you want to do to get it 1615We are gathering information about the16before me or any other judge, that's fine.16number of members who would be subject to the17MR. KRISLOV: Okay.17assuming that Justice Simon's order stays in effect18THE COURT: What's next on your list?19gathering information about how many members and who20that20they are so that if there's a need to pay the \$25 a21MR. KRISLOV: I could you know21month subsidy, that we can accomplish that.22MR. PRENDERGAST: I'll wait.22As far as 2018, the statutory23THE COURT: Go ahead, Clint.23obligation of the	2 3 4	MR. KRISLOV: Well, they haven't THE COURT: But they're going to. MR. PRENDERGAST: We didn't need a	2 3 4	whatever we're doing. We've got the insurance company. We're not administering it. We're doing the same thing we've done before, deducting from their annuity
8you to do it. You had opposed it. And after sitting 98companies.9down, you agreed to it.9MR. DONHAM: For 2017, the same we10THE COURT: Do what you want to do.10have about a thousand of our retirees who signed up11I'm not in the business of telling folks what they11for the City I'm going to use the term "sponsored"12should or shouldn't do anymore. If you want this12 Jennifer may disagree with me plan, and we're13I've ruled on the jurisdiction aspect with regard to13deducting we have permission from the annuitants14post-January 1st, 2014.14to deduct premium from their annuities.15Do what you want to do to get it15We are gathering information about the16before me or any other judge, that's fine.16number of members who would be subject to the17MR. KRISLOV: Okay.17assuming that Justice Simon's order stays in effect18THE COURT: What's next on your list?18and the class went up to June 30th, 2003, we're19MR. KRISLOV: I could you know21month subsidy, that we can accomplish that.20MR. PRENDERGAST: I'll wait.22As far as 2018, the statutory23THE COURT: Go ahead, Clint.23obligation of the Laborers' Fund is to approve a	2 3 4 5	MR. KRISLOV: Well, they haven't THE COURT: But they're going to. MR. PRENDERGAST: We didn't need a court order to do that.	2 3 4 5	whatever we're doing. We've got the insurance company. We're not administering it. We're doing the same thing we've done before, deducting from their annuity checks sufficient money to cover the insurance that
9down, you agreed to it.9MR. DONHAM: For 2017, the same we10THE COURT: Do what you want to do.10have about a thousand of our retirees who signed up11I'm not in the business of telling folks what they11for the City I'm going to use the term "sponsored"12should or shouldn't do anymore. If you want this12 Jennifer may disagree with me plan, and we're13I've ruled on the jurisdiction aspect with regard to13deducting we have permission from the annuitants14post-January 1st, 2014.14to deduct premium from their annuities.15Do what you want to do to get it15We are gathering information about the16before me or any other judge, that's fine.16number of members who would be subject to the17MR. KRISLOV: Okay.17assuming that Justice Simon's order stays in effect18THE COURT: What's next on your list?19gathering information about how many members and who20that20they are so that if there's a need to pay the \$25 a21MR. KRISLOV: I could you know21month subsidy, that we can accomplish that.22MR. PRENDERGAST: I'll wait.22As far as 2018, the statutory23THE COURT: Go ahead, Clint.23obligation of the Laborers' Fund is to approve a	2 3 4 5 6	MR. KRISLOV: Well, they haven't THE COURT: But they're going to. MR. PRENDERGAST: We didn't need a court order to do that. MR. KRISLOV: Yes, you needed a court	2 3 4 5 6	whatever we're doing. We've got the insurance company. We're not administering it. We're doing the same thing we've done before, deducting from their annuity checks sufficient money to cover the insurance that they've undertaken with whatever I think they've
11I'm not in the business of telling folks what they should or shouldn't do anymore. If you want this I've ruled on the jurisdiction aspect with regard to post-January 1st, 2014.11for the City I'm going to use the term "sponsord"12 Jennifer may disagree with me plan, and we're13I've ruled on the jurisdiction aspect with regard to post-January 1st, 2014.1314before me or any other judge, that's fine.1415Do what you want to do to get it before me or any other judge, that's fine.1517MR. KRISLOV: Okay.1718THE COURT: What's next on your list?1819MR. PRENDERGAST: The only other thing1920that2021MR. KRISLOV: I could you know2122MR. PRENDERGAST: I'll wait.2223THE COURT: Go ahead, Clint.23	2 3 4 5 6	MR. KRISLOV: Well, they haven't THE COURT: But they're going to. MR. PRENDERGAST: We didn't need a court order to do that. MR. KRISLOV: Yes, you needed a court order, because you had opposed our motion to force	2 3 4 5 6 7	whatever we're doing. We've got the insurance company. We're not administering it. We're doing the same thing we've done before, deducting from their annuity checks sufficient money to cover the insurance that they've undertaken with whatever I think they've selected from, I think, two or three different
12should or shouldn't do anymore. If you want this12 Jennifer may disagree with me plan, and we're13I've ruled on the jurisdiction aspect with regard to13deducting we have permission from the annuitants14post-January 1st, 2014.14to deduct premium from their annuities.15Do what you want to do to get it15We are gathering information about the16before me or any other judge, that's fine.16number of members who would be subject to the17MR. KRISLOV: Okay.17assuming that Justice Simon's order stays in effect18THE COURT: What's next on your list?18and the class went up to June 30th, 2003, we're19MR. PRENDERGAST: The only other thing19gathering information about how many members and who20that20they are so that if there's a need to pay the \$25 a21MR. KRISLOV: I could you know21month subsidy, that we can accomplish that.22MR. PRENDERGAST: I'll wait.22As far as 2018, the statutory23THE COURT: Go ahead, Clint.23obligation of the Laborers' Fund is to approve a	2 3 4 5 6 7 8	MR. KRISLOV: Well, they haven't THE COURT: But they're going to. MR. PRENDERGAST: We didn't need a court order to do that. MR. KRISLOV: Yes, you needed a court order, because you had opposed our motion to force you to do it. You had opposed it. And after sitting	2 3 4 5 6 7 8	whatever we're doing. We've got the insurance company. We're not administering it. We're doing the same thing we've done before, deducting from their annuity checks sufficient money to cover the insurance that they've undertaken with whatever I think they've selected from, I think, two or three different companies.
 13 I've ruled on the jurisdiction aspect with regard to 14 post-January 1st, 2014. 15 Do what you want to do to get it 16 before me or any other judge, that's fine. 16 number of members who would be subject to the 17 MR. KRISLOV: Okay. 17 assuming that Justice Simon's order stays in effect 18 THE COURT: What's next on your list? 19 MR. PRENDERGAST: The only other thing 20 that 21 MR. KRISLOV: I could you know 21 MR. PRENDERGAST: I'll wait. 23 THE COURT: Go ahead, Clint. 13 deducting we have permission from the annuitants 14 to deduct premium from their annuities. 14 to deduct premium from their annuities. 15 We are gathering information about the 16 number of members who would be subject to the 17 assuming that Justice Simon's order stays in effect 18 and the class went up to June 30th, 2003, we're 19 gathering information about how many members and who 20 that 21 MR. KRISLOV: I could you know 23 THE COURT: Go ahead, Clint. 23 Obligation of the Laborers' Fund is to approve a 	2 3 4 5 6 7 8 9	MR. KRISLOV: Well, they haven't THE COURT: But they're going to. MR. PRENDERGAST: We didn't need a court order to do that. MR. KRISLOV: Yes, you needed a court order, because you had opposed our motion to force you to do it. You had opposed it. And after sitting down, you agreed to it.	2 3 4 5 6 7 8 9	whatever we're doing. We've got the insurance company. We're not administering it. We're doing the same thing we've done before, deducting from their annuity checks sufficient money to cover the insurance that they've undertaken with whatever I think they've selected from, I think, two or three different companies. MR. DONHAM: For 2017, the same we
14post-January 1st, 2014.14to deduct premium from their annuities.15Do what you want to do to get it15We are gathering information about the16before me or any other judge, that's fine.16number of members who would be subject to the17MR. KRISLOV: Okay.17assuming that Justice Simon's order stays in effect18THE COURT: What's next on your list?18and the class went up to June 30th, 2003, we're19MR. PRENDERGAST: The only other thing19gathering information about how many members and who20that20they are so that if there's a need to pay the \$25 a21MR. KRISLOV: I could you know21month subsidy, that we can accomplish that.22MR. PRENDERGAST: I'll wait.22As far as 2018, the statutory23THE COURT: Go ahead, Clint.23obligation of the Laborers' Fund is to approve a	2 3 4 5 6 7 8 9 10	MR. KRISLOV: Well, they haven't THE COURT: But they're going to. MR. PRENDERGAST: We didn't need a court order to do that. MR. KRISLOV: Yes, you needed a court order, because you had opposed our motion to force you to do it. You had opposed it. And after sitting down, you agreed to it. THE COURT: Do what you want to do.	2 3 4 5 6 7 8 9 10	whatever we're doing. We've got the insurance company. We're not administering it. We're doing the same thing we've done before, deducting from their annuity checks sufficient money to cover the insurance that they've undertaken with whatever I think they've selected from, I think, two or three different companies. MR. DONHAM: For 2017, the same we have about a thousand of our retirees who signed up
15Do what you want to do to get it15We are gathering information about the16before me or any other judge, that's fine.16number of members who would be subject to the17MR. KRISLOV: Okay.17assuming that Justice Simon's order stays in effect18THE COURT: What's next on your list?18and the class went up to June 30th, 2003, we're19MR. PRENDERGAST: The only other thing19gathering information about how many members and who20that20they are so that if there's a need to pay the \$25 a21MR. KRISLOV: I could you know21month subsidy, that we can accomplish that.22MR. PRENDERGAST: I'll wait.22As far as 2018, the statutory23THE COURT: Go ahead, Clint.23obligation of the Laborers' Fund is to approve a	2 3 4 5 6 7 8 9 10 11	MR. KRISLOV: Well, they haven't THE COURT: But they're going to. MR. PRENDERGAST: We didn't need a court order to do that. MR. KRISLOV: Yes, you needed a court order, because you had opposed our motion to force you to do it. You had opposed it. And after sitting down, you agreed to it. THE COURT: Do what you want to do. I'm not in the business of telling folks what they	2 3 4 5 6 7 8 9 10 11	whatever we're doing. We've got the insurance company. We're not administering it. We're doing the same thing we've done before, deducting from their annuity checks sufficient money to cover the insurance that they've undertaken with whatever I think they've selected from, I think, two or three different companies. MR. DONHAM: For 2017, the same we have about a thousand of our retirees who signed up for the City I'm going to use the term "sponsored" Jennifer may disagree with me plan, and we're
16before me or any other judge, that's fine.16number of members who would be subject to the17MR. KRISLOV: Okay.17assuming that Justice Simon's order stays in effect18THE COURT: What's next on your list?18and the class went up to June 30th, 2003, we're19MR. PRENDERGAST: The only other thing19gathering information about how many members and who20that20they are so that if there's a need to pay the \$25 a21MR. KRISLOV: I could you know21month subsidy, that we can accomplish that.22MR. PRENDERGAST: I'll wait.22As far as 2018, the statutory23THE COURT: Go ahead, Clint.23obligation of the Laborers' Fund is to approve a	2 3 4 5 6 7 8 9 10 11 12	MR. KRISLOV: Well, they haven't THE COURT: But they're going to. MR. PRENDERGAST: We didn't need a court order to do that. MR. KRISLOV: Yes, you needed a court order, because you had opposed our motion to force you to do it. You had opposed it. And after sitting down, you agreed to it. THE COURT: Do what you want to do. I'm not in the business of telling folks what they should or shouldn't do anymore. If you want this	2 3 4 5 6 7 8 9 10 11 12	whatever we're doing. We've got the insurance company. We're not administering it. We're doing the same thing we've done before, deducting from their annuity checks sufficient money to cover the insurance that they've undertaken with whatever I think they've selected from, I think, two or three different companies. MR. DONHAM: For 2017, the same we have about a thousand of our retirees who signed up for the City I'm going to use the term "sponsored" Jennifer may disagree with me plan, and we're
17MR. KRISLOV: Okay.17assuming that Justice Simon's order stays in effect18THE COURT: What's next on your list?18and the class went up to June 30th, 2003, we're19MR. PRENDERGAST: The only other thing19gathering information about how many members and who20that20they are so that if there's a need to pay the \$25 a21MR. KRISLOV: I could you know21month subsidy, that we can accomplish that.22MR. PRENDERGAST: I'll wait.22As far as 2018, the statutory23THE COURT: Go ahead, Clint.23obligation of the Laborers' Fund is to approve a	2 3 4 5 6 7 8 9 10 11 12 13	MR. KRISLOV: Well, they haven't THE COURT: But they're going to. MR. PRENDERGAST: We didn't need a court order to do that. MR. KRISLOV: Yes, you needed a court order, because you had opposed our motion to force you to do it. You had opposed it. And after sitting down, you agreed to it. THE COURT: Do what you want to do. I'm not in the business of telling folks what they should or shouldn't do anymore. If you want this I've ruled on the jurisdiction aspect with regard to	2 3 4 5 6 7 8 9 10 11 12 13	 whatever we're doing. We've got the insurance company. We're not administering it. We're doing the same thing we've done before, deducting from their annuity checks sufficient money to cover the insurance that they've undertaken with whatever I think they've selected from, I think, two or three different companies. MR. DONHAM: For 2017, the same we have about a thousand of our retirees who signed up for the City I'm going to use the term "sponsored" Jennifer may disagree with me plan, and we're deducting we have permission from the annuitants
18THE COURT: What's next on your list? MR. PRENDERGAST: The only other thing18and the class went up to June 30th, 2003, we're gathering information about how many members and who20that 2120month subsidy, that we can accomplish that.21MR. KRISLOV: I could you know MR. PRENDERGAST: I'll wait.21month subsidy, that we can accomplish that.23THE COURT: Go ahead, Clint.23obligation of the Laborers' Fund is to approve a	2 3 4 5 6 7 8 9 10 11 12 13 14	MR. KRISLOV: Well, they haven't THE COURT: But they're going to. MR. PRENDERGAST: We didn't need a court order to do that. MR. KRISLOV: Yes, you needed a court order, because you had opposed our motion to force you to do it. You had opposed it. And after sitting down, you agreed to it. THE COURT: Do what you want to do. I'm not in the business of telling folks what they should or shouldn't do anymore. If you want this I've ruled on the jurisdiction aspect with regard to post-January 1st, 2014.	2 3 4 5 6 7 8 9 10 11 12 13 14	 whatever we're doing. We've got the insurance company. We're not administering it. We're doing the same thing we've done before, deducting from their annuity checks sufficient money to cover the insurance that they've undertaken with whatever I think they've selected from, I think, two or three different companies. MR. DONHAM: For 2017, the same we have about a thousand of our retirees who signed up for the City I'm going to use the term "sponsored" Jennifer may disagree with me plan, and we're deducting we have permission from the annuitants to deduct premium from their annuities.
19MR. PRENDERGAST: The only other thing19gathering information about how many members and who20that20they are so that if there's a need to pay the \$25 a21MR. KRISLOV: I could you know21month subsidy, that we can accomplish that.22MR. PRENDERGAST: I'll wait.22As far as 2018, the statutory23THE COURT: Go ahead, Clint.23obligation of the Laborers' Fund is to approve a	2 3 4 5 6 7 8 9 10 11 12 13 14 15	MR. KRISLOV: Well, they haven't THE COURT: But they're going to. MR. PRENDERGAST: We didn't need a court order to do that. MR. KRISLOV: Yes, you needed a court order, because you had opposed our motion to force you to do it. You had opposed it. And after sitting down, you agreed to it. THE COURT: Do what you want to do. I'm not in the business of telling folks what they should or shouldn't do anymore. If you want this I've ruled on the jurisdiction aspect with regard to post-January 1st, 2014. Do what you want to do to get it	2 3 4 5 6 7 8 9 10 11 12 13 14 15	whatever we're doing. We've got the insurance company. We're not administering it. We're doing the same thing we've done before, deducting from their annuity checks sufficient money to cover the insurance that they've undertaken with whatever I think they've selected from, I think, two or three different companies. MR. DONHAM: For 2017, the same we have about a thousand of our retirees who signed up for the City I'm going to use the term "sponsored" Jennifer may disagree with me plan, and we're deducting we have permission from the annuitants to deduct premium from their annuities. We are gathering information about the
20that20they are so that if there's a need to pay the \$25 a21MR. KRISLOV: I could you know21month subsidy, that we can accomplish that.22MR. PRENDERGAST: I'll wait.22As far as 2018, the statutory23THE COURT: Go ahead, Clint.23obligation of the Laborers' Fund is to approve a	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	MR. KRISLOV: Well, they haven't THE COURT: But they're going to. MR. PRENDERGAST: We didn't need a court order to do that. MR. KRISLOV: Yes, you needed a court order, because you had opposed our motion to force you to do it. You had opposed it. And after sitting down, you agreed to it. THE COURT: Do what you want to do. I'm not in the business of telling folks what they should or shouldn't do anymore. If you want this I've ruled on the jurisdiction aspect with regard to post-January 1st, 2014. Do what you want to do to get it before me or any other judge, that's fine. MR. KRISLOV: Okay.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	 whatever we're doing. We've got the insurance company. We're not administering it. We're doing the same thing we've done before, deducting from their annuity checks sufficient money to cover the insurance that they've undertaken with whatever I think they've selected from, I think, two or three different companies. MR. DONHAM: For 2017, the same we have about a thousand of our retirees who signed up for the City I'm going to use the term "sponsored" Jennifer may disagree with me plan, and we're deducting we have permission from the annuitants to deduct premium from their annuities. We are gathering information about the number of members who would be subject to the assuming that Justice Simon's order stays in effect
21MR. KRISLOV: I could you know21month subsidy, that we can accomplish that.22MR. PRENDERGAST: I'll wait.22As far as 2018, the statutory23THE COURT: Go ahead, Clint.23obligation of the Laborers' Fund is to approve a	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	MR. KRISLOV: Well, they haven't THE COURT: But they're going to. MR. PRENDERGAST: We didn't need a court order to do that. MR. KRISLOV: Yes, you needed a court order, because you had opposed our motion to force you to do it. You had opposed it. And after sitting down, you agreed to it. THE COURT: Do what you want to do. I'm not in the business of telling folks what they should or shouldn't do anymore. If you want this I've ruled on the jurisdiction aspect with regard to post-January 1st, 2014. Do what you want to do to get it before me or any other judge, that's fine. MR. KRISLOV: Okay. THE COURT: What's next on your list?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	 whatever we're doing. We've got the insurance company. We're not administering it. We're doing the same thing we've done before, deducting from their annuity checks sufficient money to cover the insurance that they've undertaken with whatever I think they've selected from, I think, two or three different companies. MR. DONHAM: For 2017, the same we have about a thousand of our retirees who signed up for the City I'm going to use the term "sponsored" Jennifer may disagree with me plan, and we're deducting we have permission from the annuitants to deduct premium from their annuities. We are gathering information about the number of members who would be subject to the assuming that Justice Simon's order stays in effect
22MR. PRENDERGAST: I'll wait.22As far as 2018, the statutory23THE COURT: Go ahead, Clint.23obligation of the Laborers' Fund is to approve a	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	MR. KRISLOV: Well, they haven't THE COURT: But they're going to. MR. PRENDERGAST: We didn't need a court order to do that. MR. KRISLOV: Yes, you needed a court order, because you had opposed our motion to force you to do it. You had opposed it. And after sitting down, you agreed to it. THE COURT: Do what you want to do. I'm not in the business of telling folks what they should or shouldn't do anymore. If you want this I've ruled on the jurisdiction aspect with regard to post-January 1st, 2014. Do what you want to do to get it before me or any other judge, that's fine. MR. KRISLOV: Okay. THE COURT: What's next on your list?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	 whatever we're doing. We've got the insurance company. We're not administering it. We're doing the same thing we've done before, deducting from their annuity checks sufficient money to cover the insurance that they've undertaken with whatever I think they've selected from, I think, two or three different companies. MR. DONHAM: For 2017, the same we have about a thousand of our retirees who signed up for the City I'm going to use the term "sponsored" Jennifer may disagree with me plan, and we're deducting we have permission from the annuitants to deduct premium from their annuities. We are gathering information about the number of members who would be subject to the assuming that Justice Simon's order stays in effect and the class went up to June 30th, 2003, we're gathering information about how many members and who
23THE COURT: Go ahead, Clint.23obligation of the Laborers' Fund is to approve a	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	MR. KRISLOV: Well, they haven't THE COURT: But they're going to. MR. PRENDERGAST: We didn't need a court order to do that. MR. KRISLOV: Yes, you needed a court order, because you had opposed our motion to force you to do it. You had opposed it. And after sitting down, you agreed to it. THE COURT: Do what you want to do. I'm not in the business of telling folks what they should or shouldn't do anymore. If you want this I've ruled on the jurisdiction aspect with regard to post-January 1st, 2014. Do what you want to do to get it before me or any other judge, that's fine. MR. KRISLOV: Okay. THE COURT: What's next on your list? MR. PRENDERGAST: The only other thing	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	 whatever we're doing. We've got the insurance company. We're not administering it. We're doing the same thing we've done before, deducting from their annuity checks sufficient money to cover the insurance that they've undertaken with whatever I think they've selected from, I think, two or three different companies. MR. DONHAM: For 2017, the same we have about a thousand of our retirees who signed up for the City I'm going to use the term "sponsored" Jennifer may disagree with me plan, and we're deducting we have permission from the annuitants to deduct premium from their annuities. We are gathering information about the number of members who would be subject to the assuming that Justice Simon's order stays in effect and the class went up to June 30th, 2003, we're gathering information about how many members and who they are so that if there's a need to pay the \$25 a
	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	MR. KRISLOV: Well, they haven't THE COURT: But they're going to. MR. PRENDERGAST: We didn't need a court order to do that. MR. KRISLOV: Yes, you needed a court order, because you had opposed our motion to force you to do it. You had opposed it. And after sitting down, you agreed to it. THE COURT: Do what you want to do. I'm not in the business of telling folks what they should or shouldn't do anymore. If you want this I've ruled on the jurisdiction aspect with regard to post-January 1st, 2014. Do what you want to do to get it before me or any other judge, that's fine. MR. KRISLOV: Okay. THE COURT: What's next on your list? MR. PRENDERGAST: The only other thing that MR. KRISLOV: I could you know	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 whatever we're doing. We've got the insurance company. We're not administering it. We're doing the same thing we've done before, deducting from their annuity checks sufficient money to cover the insurance that they've undertaken with whatever I think they've selected from, I think, two or three different companies. MR. DONHAM: For 2017, the same we have about a thousand of our retirees who signed up for the City I'm going to use the term "sponsored" Jennifer may disagree with me plan, and we're deducting we have permission from the annuitants to deduct premium from their annuities. We are gathering information about the number of members who would be subject to the assuming that Justice Simon's order stays in effect and the class went up to June 30th, 2003, we're gathering information about how many members and who they are so that if there's a need to pay the \$25 a month subsidy, that we can accomplish that.
24MR. KRISLOV: The Funds and the24plan. And until we have some information about a	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	MR. KRISLOV: Well, they haven't THE COURT: But they're going to. MR. PRENDERGAST: We didn't need a court order to do that. MR. KRISLOV: Yes, you needed a court order, because you had opposed our motion to force you to do it. You had opposed it. And after sitting down, you agreed to it. THE COURT: Do what you want to do. I'm not in the business of telling folks what they should or shouldn't do anymore. If you want this I've ruled on the jurisdiction aspect with regard to post-January 1st, 2014. Do what you want to do to get it before me or any other judge, that's fine. MR. KRISLOV: Okay. THE COURT: What's next on your list? MR. PRENDERGAST: The only other thing that MR. KRISLOV: I could you know MR. PRENDERGAST: I'll wait.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 whatever we're doing. We've got the insurance company. We're not administering it. We're doing the same thing we've done before, deducting from their annuity checks sufficient money to cover the insurance that they've undertaken with whatever I think they've selected from, I think, two or three different companies. MR. DONHAM: For 2017, the same we have about a thousand of our retirees who signed up for the City I'm going to use the term "sponsored" Jennifer may disagree with me plan, and we're deducting we have permission from the annuitants to deduct premium from their annuities. We are gathering information about the number of members who would be subject to the assuming that Justice Simon's order stays in effect and the class went up to June 30th, 2003, we're gathering information about how many members and who they are so that if there's a need to pay the \$25 a month subsidy, that we can accomplish that. As far as 2018, the statutory
	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	MR. KRISLOV: Well, they haven't THE COURT: But they're going to. MR. PRENDERGAST: We didn't need a court order to do that. MR. KRISLOV: Yes, you needed a court order, because you had opposed our motion to force you to do it. You had opposed it. And after sitting down, you agreed to it. THE COURT: Do what you want to do. I'm not in the business of telling folks what they should or shouldn't do anymore. If you want this I've ruled on the jurisdiction aspect with regard to post-January 1st, 2014. Do what you want to do to get it before me or any other judge, that's fine. MR. KRISLOV: Okay. THE COURT: What's next on your list? MR. PRENDERGAST: The only other thing that MR. KRISLOV: I could you know MR. PRENDERGAST: I'll wait. THE COURT: Go ahead, Clint.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 whatever we're doing. We've got the insurance company. We're not administering it. We're doing the same thing we've done before, deducting from their annuity checks sufficient money to cover the insurance that they've undertaken with whatever I think they've selected from, I think, two or three different companies. MR. DONHAM: For 2017, the same we have about a thousand of our retirees who signed up for the City I'm going to use the term "sponsored" Jennifer may disagree with me plan, and we're deducting we have permission from the annuitants to deduct premium from their annuities. We are gathering information about the number of members who would be subject to the assuming that Justice Simon's order stays in effect and the class went up to June 30th, 2003, we're gathering information about how many members and who they are so that if there's a need to pay the \$25 a month subsidy, that we can accomplish that. As far as 2018, the statutory obligation of the Laborers' Fund is to approve a

20 (Pages 74 to 77)

	Page 78		Page 80
1	plan, we don't have the obligation or the staff to	1	and then we are making those deductions through the
2	underwrite a plan or to create plan.	2	monthly annuities.
3	THE COURT: In the past where have you	3	With respect to the Fireman's Fund,
4	found the plans that	4	they did discuss this at their July board meeting.
5	MR. DONHAM: It's been the plan from	5	Part of the issue, obviously, is with respect to we
6	the City.	6	don't really know what number we're talking about, so
7	For example, this year, it's the City	7	we haven't initiated any initial conversations with
8	sponsored plan, even though	8	healthcare providers, but we have started looking at
9	THE COURT: And is it the City's	9	third-party administrators.
10	position that post 2017, you're not going to be	10	As Ms. Naber mentioned, the statute
11	looking for a plan for these annuitants any longer?	11	doesn't require us to necessarily be the plan's
12	MS. NABER: It's my understanding that	12	sponsor, but that we need to contract with a health
13	the City is Blue Cross Blue Shield administers the	13	insurance carrier and then pay up to that 55 or \$21
14	plan, and it's their plan. It's a private plan. The	14	subsidy.
15	City is just the sponsor for the annuitants. It	15	So both boards discussed this issue.
16	really has no interaction with the claims itself.	16	They discussed the subsidy obligation under those '83
17	So the City is negotiating with Blue	17	and '85 amendments, but they are looking for some
18	Cross to see if they will carry on the plan. I don't	18	further direction from the appellate court or the
19	know where that is.	19	Supreme Court with respect to what group we're going
20	THE COURT: What happens if they	20	to be eventually talking about.
21	decide they don't want to do it anymore? Then what?		THE COURT: So are you telling me that
22	Where do these folks get their healthcare from? Who		it's hard to find a provider when you don't know the
23	comes up with a plan? From whence does the plan	23	size of the group you're going to have to
24	emanate?	24	MS. BOECKMAN: Correct.
	Page 79		Page 81
1	MS. NABER: Your Honor, the majority	1	THE COURT: find a policy for?
2	of these people, more than a majority, are Medicare.	2	MS. BOECKMAN: Correct.
3	So there are supplemental plans that are available in	3	MR. KRISLOV: May I speak, Your Honor?
4	the marketplace all over the place.	4	THE COURT: Please do.
5	For non-Medicare annuitants, there's	5	MR. KRISLOV: Under the 1983 and
6	the ACA that they can go on, and many of them have,	6	nineteen
7	to obtain coverage. And we understand that a couple	7	THE COURT: You asked for a report,
8	of the Pension Funds also have orchestrated insurance	8	and they gave it to you.
9	companies to provide a plan.	9	MR. KRISLOV: Well, here's they're
10	They don't have to the Funds	10	not responding to the statute says for police and
11	themselves, even under the '83, '85 statutes, and	11	fire, "the board shall contract with one or more
12	correct me if I'm wrong, they don't have to be an	12	carriers to provide health insurance for all
13	administrator of a plan, they just have to find a	13	annuitants."
14	plan and contract with Blue Cross Blue Shield or an	14	They know how many annuitants they
15	outside provider to provide the plan.	15	have. They know what their status is: Medicare,
16	THE COURT: What's your report?	16	non-Medicare.
17	MS. BOECKMAN: So as Cary mentioned,	17	And for the people who started working
18	with respect to Laborers' and union, as opposing	18	before April 1, 1986, none of their City work
19	counsel reiterated in his petition for rehearing,	19	qualified them for Medicare coverage, none of them.
	it's permissive with respect to union laborars	20	And it is now mid August.
20	it's permissive with respect to union laborers.	0.7	
21	I will echo what Cary said with	21	Ms. Boeckman says, well, they can provide maybe
21 22	I will echo what Cary said with respect to what the union is currently doing for	22	they can go on the ACA.
21	I will echo what Cary said with		

21 (Pages 78 to 81)

	Page 82		Page 84
1	and Laborers', it is true that their statute is	1	joined one of those three different plans.
2	different. But it says:	2	THE COURT: That you have provided?
3	[AS READ:	3	MR. D. KUGLER: That we have I
4	Each employee annuitant in receipt of	4	don't know about the word "provided." I know
5	an annuity may participate in a group hospital care	5	THE COURT: Yeah, I know. It's a term
6	plan and a group medical and surgical plan approved	6	of art.
7	by the board if they retire after age 65 with at	7	MR. KRISLOV: They haven't contracted
8	least 15 years of service.]	8	with any of the
9	I mean, it is	9	MR. D. KUGLER: We have offered and
10	THE COURT: Which you think also	10	made available and participated in whatever we have
11	implies they shall have a plan that's available for	11	done with the Fund to allow them to join one of three
12	them to apply to.	12	different plans.
13	MR. KRISLOV: Yes. And that's the	13	THE COURT: Okay.
14	basic	14	MR. D. KUGLER: And a number have
15	THE COURT: Stop right there.	15	opted out of it and have gone with their own
16	Does anyone disagree with what	16	insurance, or if they have a family member that would
17	Mr. Krislov says from the labor unions about your	17	cover under their insurance.
18	obligations to find a plan for these folks?	18	MR. KRISLOV: And Fire?
19	MS. BOECKMAN: Well, with respect to	19	MS. BOECKMAN: Similar situation. I
20	the Municipal Fund, I think it's clear that that	20	would just add to what Mr. Kugler said. And we've
21	statute is permissive with respect the board	21	also facilitated the payment of those premiums
22	currently has approved a plan with Blue Cross Blue	22	through the annuitants' monthly annuity checks. So
23	Shield through the City, where they are making those	23	we get authorization from the annuitant to pay that
24	deductions that we talked about.	24	premium.
	Page 83		Page 85
1	And Mr. Krislov even noted in his	1	THE COURT: Okay.
2	petition for rehearing in the appellate court that	2	Next.
3	the 1985 Pension Code group healthcare plan	3	Thank you.
4	provisions for Municipal and Laborers' were	4	Next.
5	permissive.	5	MR. KRISLOV: Oh, the progress on the
6	THE COURT: For Municipal and Labor.	6	reconciliation.
7	MS. BOECKMAN: Correct.	7	THE COURT: Ms. Naber.
8	THE COURT: What about for Police and	8	MS. NABER: So for the six months,
9	Fire?	9	2013, second half of the year, the City issued its
10	Mr. Krislov is saying there's an	10	reconciliation report as
11	obligation to provide a contract with a healthcare	11	THE COURT: For which period?
12	provider.	12	MS. NABER: For July through
13	Do you agree?	13	December 2013, the one that was ordered by the
14	MR. D. KUGLER: We have provided. I	14	appellate court and you, Your Honor.
15	believe that they're either covered through Blue	15	THE COURT: Yes. And we were going to
16	Cross, Aetna and I don't know, there is a third	16	facilitate or try to expedite '14, '15 and '16.
17	company that they've selected	17	MS. NABER: Right.
18	THE COURT: And so what are you doing	18	THE COURT: What's the status?
19	in order to maintain your obligation for 2018?	19	MS. NABER: So for '13, the City's
20	That's what his question is.	20	reconciliation report has gone to the Pension Funds
21	MR. D. KUGLER: Well, they're covered	21	and class counsel. They have a certain time period
22	through 2018, or they've opted out. With the letter	22	in which to review that and hire an independent
23	that had been sent to them, they've opted out to go	23	auditor. I believe they're in the process of doing
24	for their own insurance on their own, or if they've	24	

22 (Pages 82 to 85)

1 For 14, the City has begun the 1 that should have been ongoing anyway, and I just want 2 process for 14. We actually have had a couple of 1 that should have been ongoing anyway, and I just want 3 transmither the process takes about nime months. And what I 1 that should have been ongoing anyway, and I just want 4 transmither the process takes about nime months. And what I 1 that should have been ongoing anyway, and I just want 7 of the month more states about nime months. And what I 1 the the more is any, and 7 of the month for each one: 1 that should have been ongoing anyway, and I just want 9 morth more states about nime months. And what I 1 the the hant wok mow ow 8 trike courts: Ves. 1 the the hant wok new on and the more states about the month on and a half premium. 10 for the courts: So your conversation 1 month, month and a half premium. 11 the process: 1 month, month and a half premium. 12 the process is 1 MR. KRISLOV: So your conversation 13 month, month and a half premium. 14		Page 86		Page 88
2 process for 14. We actually have had a couple of long conversations with Mr. Kristov to try to streamline the process, to expedite it, because the for normal process takes about nine months. And what 1 2 everyone to know where they stand and how much money 3 they're owed, and 1 want them to know as soon as 4 4 5 normal process takes about nine months. And what 1 fibe/re ontiled to it. 5 be/re entiled to it. 6 So regardless of whether they're using 7 or five months for each one. 7 if for healthcare, living, food. I don't know how 8 mucht. If on't know, much 9 amutiant. I don't know, how 9 10 discussing it. And I have to follow up with 13 reconclinus (Korshak and Window, we think we can alto 14 mucht and band 55 mucht. If on't know, we are 9 mucht. If on't know, we and 9 mucht. If and alto experime to 10 mucht. If and alto experime to 11 its been and 10 mucht. If and alto experime to 11 mucht. If and alto experime to 12 mucht. If and altor, it's about a 13 mucht. If and altor, it's about a 14 mucht. If and it's about a 14 mucht. If and altor, it's about a 14 mucht. If and it's about a 14 mucht. If and it's about a 15 mucht. If and it's about a 16 mucht. If and it's about a	1		1	
3 long conversations with Mr. Krislov to try to 4 streamline the process, to expedite it, because the 5 is they're owed, and 1 want them to know as soon as 4 4 streamline the process, to expedite it, because the 5 is they're owed, and 1 want them to know as soon as 5 5 normal process takes about nine months. And what 1 is they're owed, and 1 want them to know as soon as 5 6 normal process takes about nine months. And what 1 is they're owed, and 1 want them to know as soon as 5 7 normal process takes about nine months. And what 1 is they're owed, and 1 want them to know as soon as 5 8 THE COURT: Yes. 9 9 MS. NABER: And so we have been 10 discussing it. And Have to follow up with 11 11 Mr. Krislov of how we can do that. 12 12 THE COURT: My question was, like, per annuitant. Honly though. 13 the plan to expedite it and even lessen the onus on 14 MR. KRISLOV: Well, then, it's about a 15 14 the plan to expedite it in those funds. 16 14 the plan to expedite it in those funds. 16 15 ontimus with Mr. Krislov, and you will keep thim 19 northeet at their money. 16 continues with Mr. Krislo				
4 streamline the process, to expedite it, baccause the normal process takes about nine months. And what 1 f practicable. It's their money, if there is any, and 5 5 hord said to you before, we're trying to target four or five months for each one. f f 7 or five months for each one. f they're entilled to it. 6 So regardless of whether they're using to trying for the wet may if the process. f f 9 MS. NABER: And so we have been of discussing if. And 1 have to follow up with 1 manuitant. I don't know. much it is owthat we're talking per person, per annuitant. Hough. 12 Since we're auditing everyone but only it's been about \$5 million each year that we have much it is owthat we're talking per person, per annuitant. Hough. 14 the plan to expedite it and even lessen the onus on the beause they have to participate in those funds. f mK. KISLOV: Well, then, it's about a five is obstat a five is				
5 normal process takes about nine months. And what I 5 bad said to you before, we're trying to target four or five months for each one. So regardless of whether they're using 6 Max NabER: And So we have been 10 for having per person, per 9 MS. NABER: And So we have been 11 if for healthcare, living, food, I don't know how 10 Mr. Kristov of how we can do that. 12 13 Treconciling Korshak and Window, we think we can alter 13 reconciling Korshak and Window, we think we can alter 14 the plan to expedite it and even lessen the onus on 14 the plan to expedite it and even lessen the onus on 14 THE COURT: So your conversation 15 the process. for month, mont and a half premium. 16 continues with Mr. Krislov, and you will keep him 19 apprised as to the status of '14, '15 and '16, and 20 you will do your best, diligent efforts to expedite 21 the process. mutants. and Medicare together. Non-Medicare is 23 MR. KRISLOV: Or position is that 24 24 the process. for having been overcharged for healthcare, per month, so it's 2 THE COURT: Wy is that, Clint? sto do in order to see wh		•		•
6 So regardless of whether they're using 7 or five months for each one. 7 8 THE COURT: Yes. 8 9 MS. NABER: And so we have been 9 10 discussing; it. And I have to follow up with 10 11 Mr. Krislov of how we can do that. 11 12 Since we're auditing everyone but only 12 13 reconciling Korshak and Window, we think we can alter 13 14 the plan to expedite it and even lessen the onus on 14 15 the COURT: So your conversation 15 16 continues with Mr. Krislov, and you wilk leep him 16 19 apprised as to the status of 14, 15 and 16, and 19 19 apprised as to the status of 14, 15 and 16, and 19 20 MS. NABER: Absolutely. 21 23 MR. KRISLOV: Our position is that 23 24 this has to be completed for all those years by the 14 14 Ms. NABER: - per month, so it's 2 24 end of next year. It cannot 2 25 MR. KRISLOV: Secause our retricres 3 <tr< td=""><td></td><td></td><td></td><td></td></tr<>				
7 or five months for each one. 7 it for headthcare, living, food, 1 don't know how 8 THE COURT: Yes. 9 much it is or what we're talking per person, per 9 MS. NABER: And Is o we have been 10 much it is or what we're talking per person, per 10 Mr. Kristov of how we can do that. 11 it's been about \$5 million each year that we have - 12 Since we're audding everyone but only 12 annuitant. I don't know. 11 it's been about \$5 million each year that we have - 11 it's been about \$5 million each year that we have - 12 Since we're audding everyone but only 12 annuitant. I don't know. 11 14 the plan to expedite it and even lessen the onus on 14 MR. KRISLOV: Well, then, it's about a 15 the Pansion Funds of what they need to do for us 16 MS. NABER: If I can clarify. It 16 mostimat. I don't know. 17 manuitant. Hough. 18 18 continues with Mr. Krislov, and you will keep him 19 non-Medicare is pretty static. 18 18 continues with Mr. Krislov, and you will keep him 19 non-Medicare is pretty static. 10 20		-		•
8 THE COURT: Yes. 9 much it is or what we're talking per person, per 9 MS. NABER: And so we have been 0 much it is or what we're talking per person, per 11 MK. Krislov of how we can do that. 11 if's been about \$5 million each year that we have 12 Since we're auditing everyone but only 12 THE COURT: My question was, like, per 13 reconciling Korshak and Window, we think we can alter 13 amuitant. Hough. 14 the plan to expedite it and even lessen the onus on 14 MR. KRISLOV: Well, then, it's about a 16 because they have to participate in those funds. 16 MS. NABER: If can clarify. It 17 THE COURT: So your conversation 17 hander to predict. 18 ontinues with Mr. Krislov, and you will keep him amuitants are probably going to be \$1 or \$2, so - 24 the process. 20 MR. KRISLOV: Our position is that 23 MR. KRISLOV: Our position is that 21 Medicare is pretty static. For this 23 MR. KRISLOV: Because our retirces 22 is:-month period that we yilt did, the refunds to the 24 THE COURT: Why is that, Clint? 25 56				
9MS. NABER: And so we have been9annuitant. I don't know, MR. KRISLOV: Generally it has been 11 it's been about S5 million each year that we have 1210MR. KRISLOV: Generally it has been 13it's been about S5 million each year that we have 1211THE COURT: My question was, like, per 1313reconciling Korshak and Window, we think we can alt 14the plan to expedite it and even lessen the onus on 1414the plan to expedite it and even lessen the onus on 15the plan to expedite it and even lessen the onus on 1415the Pension Funds of what they need to do for us 16for moth, month and a half premium.16continues with Mr. Krislov, and you will keep him 19 apprised as to the status of '14, '15 and '16, and 20 you will do your best, diligent efforts to expedite 21for moth, month and a half premium.17THE COURT: So your conversation 18for moth, month and a half year 19annuitant ser probably going to be \$1 or \$2, so 2423MR. KRISLOV: Our position is that 23for moth, so it's 24six-month period that we just did, the refunds to the 2324the procest, This is money that they live on. 3for moth, so it's 24S63Guay they shath, Clint? 3for MR. KRISLOV: Bath their pension check 4for MR. KRISLOV: And the reason the numbers fort the has to do in order to see whether the numbers for the last half focuse 414welle we're fighting on the merits. 7for merconciliation process needs to be 4for the sear and half year 415the do whal				-
10 discussing it. And I have to follow up with 10 MR. KRISLOV: Generally it has been 11 Mr. Krislov of how we can do that. 11 it's been about \$5 million each year that we have 13 reconciling Korshak and Window, we think we can alter 13 annuitant, though. 14 the plan to expedite it and even lessen the onus on 14 MR. KRISLOV: Well, then, it's about a 16 because they have to participate in those funds. 16 MS. NABER: I f I can clarify. I 17 THE COURT: So your conversation 17 hand they fertime. 18< continues with Mr. Krislov, and you will keep him				
11 Mr. Krislov of how we can do that. 11 it's been about \$5 million each year that we have 12 Since we're auditing everyone but only 12 THE COURT: My question was, like, per 13 reconciling Korshak and Window, we think we can alter 14 annuitant, though. 14 the plan to expedite it and even lessen the onus on 14 MR. KRISLOV: Well, then, it's about a 15 the Pension Funds of what they need to do for us 16 MS. NABER: If I can clarify. It 17 THE COURT: So your conversation 18 month, month and a half premium. 18 continues with Mr. Krislov, and you will keep him 19 non-Medicare and Medicare together. Non-Medicare is 20 you will do your best, diligent efforts to expedite 18 projecting, and Mr. Krislov is collapsing 19 21 the process. 21 Medicare together. Non-Medicare is 20 23 MR. KRISLOV: Our position is that 22 six-month period that we just did, the refunds to the 23 THE COURT: Why is that, Clint? 2 S6 (Laughter from the courtroom galley.) 4 die. They get sick. This is money that is owed back 5 Well rely upon putative class counsel				
12 Since we're auditing everyone but only 12 THE COURT: My question was, like, per 13 reconciling Korshak and Window, we think we can alter 13 annuitant, though. 14 the plan to expectite it and even lessen the onus 14 MR. KRISLOV: Well, then, it's about a 15 the Pension Funds of what they need to do for us 15 month, month and a half premium. 16 because they have to participate in those funds. MS. NABER: If I can clarify. It 17 THE COURT: So your conversation 16 month, month and a half premium. 19 apprised as to the status of 14, 15 and 16, and projecting, and Mr. krislov is collapsing 19 20 you will do your best, diligent efforts to expedite 10 harder to predict. 11 21 MS. NABER: Absolutely. 22 six-month period that we just did, the refunds to the annuitants are probably going to b \$1 or \$2, so - 24 THE COURT: Wy is stat, Clint? 3 MS. NABER: - per month, so it's 3 MR. KRISLOV: Because our retirees 4 THE COURT: Query plative class counsel 1 end of next year. It cannot 2 \$6 2 MS. KRISLOV: Been their healthcare premium		.		
13 reconciling Korshak and Window, we think we can alter 13 annuitant, though. 14 the plan to expedite it and even lessen the onus on 14 MR. KRISLOV: Well, then, it's about a 15 the Pension Funds of what they need to do for us 5 month, month and a half premium. 16 because they have to participate in those funds. 14 MR. KRISLOV: Well, then, it's about a 16 continues with Mr. Krislov, and you will keep him 16 month, month and a half premium. 17 THE COURT: So your conversation 16 MS. NABER: If I can clarify. It 18 continues with Mr. Krislov, ato you will keep him 16 month, month and a half premium. 19 apprised as to the status of '14, '15 and '16, and you will do your best, diligent efforts to expedite 17 21 MR. KRISLOV: Our position is that 23 muntitants are probably going to be \$1 or \$2, so - 24 THE COURT: Why is that, Clint? 3 MR. KRISLOV: Because our retrieres 3 MR. KRISLOV: Because our retrieres 3 MS. NABER: per month, so it's 2 S6 3 (Laughter from the courtroom galley.) 4 THE COURT: Why is that, Clint? 3				
14 the plan to expedite it and even lessen the onus on 14 MR. KRISLOV: Well, then, it's about a 15 the Pension Funds of what they need to do for us month, month and a half premium. 16 because they have to participate in those funds. month, month and a half premium. 17 THE COURT: So your conversation month, month and a half premium. 18 continues with Mr. Krislov, and you will keep him month, month and a half premium. 19 apprised as to the status of '14, '15 and '16, and month, month and a half premium. 20 you will do your best, diligent efforts to expedite month, month and a half premium. 21 harder to predict. month, erist wattow, '14, '15 and '16, and 22 MS. NABER: Absolutely. six-month period that we just did, the refunds to the 23 MR. KRISLOV: Our position is that 23 six-month period that we just did, the refunds to the 23 MR. KRISLOV: Because our retirees MK KISLOV: Because our retirees MK S. NABER: per month, so it's 2 THE COURT: Why is that, Clint? S6 MK KRISLOV: And the reason the 3 MR. KRISLOV: Because our retirees MK KRISLOV: And the reason the mumbers ibe or not. 8				•••
15 the Pension Funds of what they need to do for us 15 month, month and a half premium. 16 because they have to participate in those funds. 17 17 THE COURT: So your conversation 16 MS. NABER: If I can clarify. It 19 apprised as to the status of '14, '15 and '16, and 19 non-Medicare to predict. 20 you will do your best, diligent efforts to expedite 18 projecting, and Mr. Krislov is collapsing 21 the process. 22 MS. NABER: Absolutely. 23 MR. KRISLOV: Our position is that 23 MR. KRISLOV: Our position is that 23 annuitants are probably going to be \$1 or \$2, so 24 this has to be completed for all those years by the Page 87 Page 87 2 THE COURT: Why is that, Clint? 3 (Laughter from the courtroom galley.) 3 MR. KRISLOV: Because our retirees 3 (Laughter from the courtroom galley.) 4 THE COURT: Why is that, Clint? 3 (Laughter from the courtroom galley.) 4 THE COURT: Why is that, Clint? 3 (Laughter from the courtroom galley.) 4 The cocinitiation process needs to be 5 We'II rely upon putative class co		-		•
16 because they have to participate in those funds. 17 THE COURT: So your conversation 18 continues with Mr. Krislov, and you will keep him 19 apprised as to the status of '14, '15 and '16, and 20 you will do your best, diligent efforts to expedite 21 the process. 22 MS. NABER: Absolutely. 23 MR. KRISLOV: Our position is that 24 this has to be completed for all those years by the 1 end of next year. It cannot 2 THE COURT: Why is that, Clint? 3 MR. KRISLOV: Because our retirees 4 die. They get sick. This is money that is owed back 5 to them for having been overcharged for healthcare premiums from three years ago. Page 87 7 ago, two years ago. 8 This is their money that they live on. 9 Some of our retirees have to take their pension check to keep their healthcare premiums alive 11 pension check to keep their healthcare premiums alive 12 The reconciliation process needs to be as speedy as possible so that we can get MR. KRISLOV: And the reason the 11 pen				
17THE COURT: So your conversation17hasn't been that much. The City is getting better at18continues with Mr. Krislov, and you will keep him18projecting, and Mr. Krislov is collapsing19apprised as to the status of 14, '15 and '16, and19non-Medicare and Medicare together. Non-Medicare is20MS. NABER: Absolutely.21Medicare is pretty static. For this21MR. KRISLOV: Our position is that22six-month period that we just did, the refunds to the23MR. KRISLOV: Our position is that24THE COURT: Well, we'll rely upon24this has to be completed for all those years by the24THE COURT: Well, we'll rely upon2THE COURT: Why is that, Clint?3(Laughter from the courtroom galley.)3die. They get sick. This is money that is owed back5Well rely upon putative class counsel4die. They get sick. This is money that they live on.3(Laughter from the courtroom galley.)4adi turn it around and pay \$20 extra on top of their9numbers for the last half of 2013 are small, and10Ms. Naber will agree with me, there was \$5 million1111refunded as an overpayment as overcharges for the12first half.13as speedy as possible so that we can get14back and forth. The trying to figure this out,15THE COURT: I agree. And I so order16while we're fighting on the merits.17hash the everyone can agree to. Talk to18of deductions and c		-		-
18 continues with Mr. Krislov, and you will keep him 19 apprised as to the status of '14, '15 and '16, and 20 you will do your best, diligent efforts to expedite 21 the process. 22 MS. NABER: Absolutely. 23 MR. KRISLOV: Our position is that 24 this has to be completed for all those years by the 24 this has to be completed for all those years by the 24 THE COURT: Well, we'll rely upon 24 THE COURT: Why is that, Clint? 3 MR. KRISLOV: Because our retirees 4 tie. They get sick. This is morey that they live on. 5 The for having been overcharged for healthcare 6 premiums from three years ago. 7 ago, two years ago. 8 This is their money that they live on. 9 Some of our retirees have to take their pension check 10 Ms. Naber will agree with me, there was \$5 million 11 refunded as an overpages for the 12 THE COURT: I agree. And I so order 14 whatever that needs. It's not with any specifics or 7 particularity, because what Tm going to ask you				
 apprised as to the status of '14, '15 and '16, and '16, and '16 and '10 you will do your best, diligent efforts to expedite '10 will do your best, diligent efforts to expedite '10 harder to predict. in the process. MS. NABER: Absolutely. MR. KRISLOV: Our position is that '22 six-month period that we just did, the refunds to the annuitants are probably going to be \$1 or \$2, so 24 '11 ECOURT: Well, we'll rely upon '24 '11 ECOURT: Quiet, please. to them for having been overcharged for healthcare '2 go, two years ago. '16 to the more years ago, three and a half years '30, two years ago.'' (Laughter from the courtroom galley.) '4 '11 ECOURT: Quiet, please. Some of our retirees have to take their pension check to keep their healthcare premiums alive while we're fighting on the merits.'' and turn it around and pay \$20 extra on top of their'' as speedy as possible so that we can get '15 'THE COURT: 1 agree. And 1 so order '16 whatever that needs. It's not with any specifics or '17 particularity, because what I'm going to ask you ta' sto as speedy as possible so that we can get '15 'THE COURT: 1 agree. And 1 so order '16 whatever that needs. It's not with any specifics or '17 particularity, because what I'm going to ask you ta' sto at we can get '16 which you're going to do finish '14, '15, and '16 that everyone can agree to. Talk to '15, and '16 that everyone can agree to. Talk to '15, and '16 that everyone can agree to. Talk to '15, and '16 that everyone can agree to. Talk to '15, and '16 that everyone can agree to. Talk to '15, and '16 that everyone can agree to. Talk to '15, and '16 that everyone can agree to. Talk to '15, and '16 that everyone can agree to.				
20 you will do your best, diligent efforts to expedite 21 the process. 22 MS. NABER: Absolutely. 23 MR. KRISLOV: Our position is that 24 this has to be completed for all those years by the 20 21 24 24 24 24 Page 87 Page 87 Page 87 Page 87 Page 87 Add that the second the preventions of the second the prevention of the second the preventions of the second the preventions of the second the preventions of the second the prevention of the second the preventions of the second the prevention of the second the preventi		• •		
21 the process. 21 Medicare is pretty static. For this 22 MS. NABER: Absolutely. 23 mR. KRISLOV: Our position is that 23 MR. KRISLOV: Our position is that 22 six-month period that we just did, the refunds to the 24 this has to be completed for all those years by the 24 THE COURT: Well, we'll rely upon 24 THE COURT: Why is that, Clint? 3 MR. KRISLOV: Because our retirees 3 MR. KRISLOV: Because our retirees 4 MR. KRISLOV: Because our retirees 4 die. They get sick. This is money that is owed back 5 6 5 to them for having been overcharged for healthcare 5 We'll rely upon putative class counsel 6 to them for having been overcharged for healthcare 5 We'll rely upon putative class counsel 6 This is their money that they live on. 8 MR. KRISLOV: And the reason the 9 some of our retirees have to take their pension check 8 MR. KRISLOV: And the reason the 1 pension check to keep their healthcare premiums alive 10 Ms. Naber will agree with me, there was \$5 million 13 The reconciliation process needs to be 14 as speee				-
22MR_KRISLOV: MR_KRISLOV: Our position is that 2422six-month period that we just did, the refunds to the annuitants are probably going to be \$1 or \$2, so 2424THE COURT: Well, we'll rely upon24THE COURT: Well, we'll rely upon2THE COURT: Why is that, Clint? 2MR_KRISLOV: Because our retirees 31MS. NABER: per month, so it's3MR_KRISLOV: Because our retirees 44THE COURT: Quiet, please. 554die. They get sick. This is money that is owed back 55We'll rely upon putative class counsel 65to them for having been overcharged for healthcare 65We'll rely upon putative class counsel 66od owhat he has to do in order to see whether the numbers jibe or not.108This is their money that they live on. 98MR_KRISLOV: And the reason the numbers jibe or not.9Some of our retirees have to take their pension check to keep their healthcare premiums alive 1210Ms. Naber will agree with me, there was \$5 million 1113The reconciliation process needs to be 14as speedy as possible so that we can get 1513And I thank that, conceptually, I go14as speedy as possible so that we can get 1514back and forth. I'm trying to figure this out, 1416whatever that needs. It's not with any specifics or 1711THE COURT: I agree. And I so order 1415whatever that needs. It's not with any specifics or 1716he overcharges are more likely to be in the first 17				-
23 MR. KRISLOV: Our position is that 23 annuitants are probably going to be \$1 or \$2, so 24 this has to be completed for all those years by the 24 THE COURT: Well, we'll rely upon 24 THE COURT: Why is that, Clint? 24 THE COURT: Well, we'll rely upon 3 MR. KRISLOV: Because our retirees 1 MS. NABER: per month, so it's 4 die. They get sick. This is money that is owed back 5 6 5 to them for having been overcharged for healthcare 6 We'll rely upon putative class counsel 6 premiums from three years ago, three and a half years 7 ago, two years ago. 8 8 This is their money that they live on. 9 Some of our retirces have to take their pension check 9 10 Ms. Naber will agree with me, there was \$5 million 11 refunded as an overpayment as overcharges for the 12 while we're fighting on the merits. 13 And I thank that, conceptually, I go 14 as speedy as possible so that we can get 14 back and forth. I'm trying to figure this out, 15 THE COURT: I agree. And I so order 15 whether it's arithmetically correct. But, generally,				
24 this has to be completed for all those years by the 24 THE COURT: Well, we'll rely upon Page 87 Page 89 1 end of next year. It cannot 1 MS. NABER: per month, so it's 2 THE COURT: Why is that, Clint? 3 MR. KRISLOV: Because our retirees 3 MR. KRISLOV: Because our retirees 4 (Laughter from the courtroom galley.) 4 die. They get sick. This is money that is owed back 5 We'll rely upon putative class counsel 6 premiums from three years ago. 4 THE COURT: Quiet, please. 7 ago, two years ago. 6 to do what he has to do in order to see whether the numbers jibe or not. 8 This is their money that they live on. 8 MR. KRISLOV: And the reason the numbers for the last half of 2013 are small, and 10 Ms. Naber will agree with me, there was \$5 million 11 11 penson check to keep their healthcare premiums alive 14 back and forth. I'm trying to figure this out, 14 back and forth. I'm trying to figure this out, 11 11 15 THE COURT: I agree. And I so order 14 back and forth. I'm trying to figure this out, 16 whatever		-		
Page 87Page 871end of next year. It cannot1MS. NABER: per month, so it's2THE COURT: Why is that, Clint?3MR. KRISLOV: Because our retirees3MR. KRISLOV: Because our retirees3(Laughter from the courtroom galley.)4die. They get sick. This is money that is owed back5(Laughter from the courtroom galley.)4die. They get sick. This is money that is owed back5We'll rely upon putative class counsel6premiums from three years ago.6to do what he has to do in order to see whether the7ago, two years ago.7numbers jibe or not.8This is their money that they live on.9NR. KRISLOV: And the reason the9some of our retirees have to take their pension check9numbers for the last half of 2013 are small, and10and turn it around and pay \$20 extra on top of their10MS. Naber will agree with me, there was \$5 million11penconciliation process needs to be12first half.13The reconciliation process needs to be13And I thank that, conceptually, I go14as speedy as possible so that we can get14back and forth. I'm trying to figure this out,15THE COURT: I agree. And I so order1416whatever that needs. It's not with any specifics or1417particularity, because what I'm going to ask you1718odo, Ms. Naber, is to report back to me on a1819schedule by which you're going to do finish		-		
1end of next year. It cannot1MS. NABER: per month, so it's2THE COURT: Why is that, Clint?\$63MR. KRISLOV: Because our retirees(Laughter from the courtroom galley.)4die. They get sick. This is money that is owed backTHE COURT: Quiet, please.5to them for having been overcharged for healthcareWe'll rely upon putative class counsel6premiums from three years ago.We'll rely upon putative class counsel7ago, two years ago.MR. KRISLOV: And the reason the8This is their money that they live on.MR. KRISLOV: And the reason the9Some of our retirees have to take their pension checknumbers for the last half of 2013 are small, and10Ms. Naber will agree with me, there was \$5 million11pension check to keep their healthcare premiums alivemumbers for the last half of 2013 are small, and12while we're fighting on the merits.mumbers for the last half of 2013 are small, and13The reconciliation process needs to befirst half.14as speedy as possible so that we can getthe overcharges are more likely to be in the first15THE COURT: I agree. And I so orderfirst half.16whatever that needs. It's not with any specifics orfind the year rather than in the last half because19schedule by which you're going to do finish '14,find the year cather than in the last half because10Mr. Krislov about it, listen to his objections, and Iorder, if you would, where we sort of started this on2	24	this has to be completed for all those years by the	24	THE COURT: Well, we'll rely upon
2THE COURT: Why is that, Clint?3MR. KRISLOV: Because our retirees3MR. KRISLOV: Because our retirees3(Laughter from the courtroom galley.)4die. They get sick. This is money that is owed back5We'll rely upon putative class counsel5premiums from three years ago, three and a half years6to do what he has to do in order to see whether the7ago, two years ago.8This is their money that they live on.99Some of our retirees have to take their pension check9numbers jibe or not.10and turn it around and pay \$20 extra on top of their10Ms. Naber will agree with me, there was \$5 million11pension check to keep their healthcare premiums alive11refunded as an overpayment as overcharges for the12while we're fighting on the merits.13And I thank that, conceptually, I go14as speedy as possible so that we can get14back and forth. I'm trying to figure this out,15THE COURT: I agree. And I so order16the overcharges are more likely to be in the first16whatever that needs. It's not with any specifics or17half of the year rather than in the last half because18to do, Ms. Naber, is to report back to me on a18of deductions and copays and how it all relates.19THE COURT: I sten to his objections, and I20MR. KRISLOV: With that, I think our21Mr. Krislov about it, listen to his objections, and I21order, if you would, where we sort of started this on22 <t< th=""><th></th><th>Page 87</th><th></th><th>Page 89</th></t<>		Page 87		Page 89
3MR. KRISLOV: Because our retirees3(Laughter from the courtroom galley.)4die. They get sick. This is money that is owed back3(Laughter from the courtroom galley.)5to them for having been overcharged for healthcare6THE COURT: Quiet, please.6premiums from three years ago, three and a half years5We'll rely upon putative class counsel7ago, two years ago.6to do what he has to do in order to see whether the9Some of our retirees have to take their pension check to keep their healthcare premiums alive7numbers for the last half of 2013 are small, and10Ms. Naber will agree with me, there was \$5 million11refunded as an overpayment as overcharges for the12while we're fighting on the merits.13And I thank that, conceptually, I go14as speedy as possible so that we can get14back and forth. I'm trying to figure this out,15THE COURT: I agree. And I so order1516whatever that needs. It's not with any specifics or1617particularity, because what I'm going to ask you1618to do, Ms. Naber, is to report back to me on a1819schedule by which you're going to do finish '14,1920'15, and '16 that everyone can agree to. Talk to2021Mr. Krislov about it, listen to his objections, and I2022do I am concerned about the attrition rate he's2323discussing.23the Court did on that day, and even what the <td></td> <td>and of next year. It cannot</td> <td></td> <td></td>		and of next year. It cannot		
 4 die. They get sick. This is money that is owed back 5 to them for having been overcharged for healthcare 6 premiums from three years ago, three and a half years 7 ago, two years ago. 8 This is their money that they live on. 9 Some of our retirees have to take their pension check 10 and turn it around and pay \$20 extra on top of their 11 pension check to keep their healthcare premiums alive 13 The reconciliation process needs to be 14 as speedy as possible so that we can get 15 THE COURT: I agree. And I so order 16 whatever that needs. It's not with any specifics or 17 particularity, because what I'm going to ask you 18 to do, Ms. Naber, is to report back to me on a 19 schedule by which you're going to do finish '14, 20 '15, and '16 that everyone can agree to. Talk to 21 Mr. Krislov about it, listen to his objections, and I 22 do I am concerned about the attrition rate he's 23 discussing. 4 the discussing. 4 the discussing. 4 the court did on that day, and even what the 4 the Court did on that day, and even what the 	1	end of next year. It cannot	1	MS. NABER: per month, so it's
 to them for having been overcharged for healthcare premiums from three years ago, three and a half years ago, two years ago. This is their money that they live on. Some of our retirees have to take their pension check and turn it around and pay \$20 extra on top of their pension check to keep their healthcare premiums alive while we're fighting on the merits. The reconciliation process needs to be as speedy as possible so that we can get whatever that needs. It's not with any specifics or muscher that needs. It's not with any specifics or schedule by which you're going to do finish '14, '15, and '16 that everyone can agree to. Talk to '16 whatesing. Wate is a speed about the attrition rate he's '17 particularity, because whate with any specifics or '16 whatesing. '17 particularity, because whate with any specifics or '16 whatesing. '17 particularity, because which is to report back to me on a whether it's arithmetically correct. But, generally, the overcharges are more likely to be in the first '16 that everyone can agree to. Talk to '16 whatesing. '17 particularity, because whether it's and the that that our order more reflects what '18 order, if you would, where we sort of started this on '19 THE COURT: I see. All right. '10 MR. KRISLOV: With that, I think our '11 order, if you would, where we sort of started this on '22 March 13, we think that our order more reflects what '23 discussing. 		•		-
 6 premiums from three years ago, three and a half years ago, two years ago. 8 This is their money that they live on. 9 Some of our retirees have to take their pension check 10 and turn it around and pay \$20 extra on top of their 11 pension check to keep their healthcare premiums alive 12 while we're fighting on the merits. 13 The reconciliation process needs to be 14 as speedy as possible so that we can get 15 THE COURT: I agree. And I so order 16 whatever that needs. It's not with any specifics or 17 particularity, because what I'm going to ask you 18 to do, Ms. Naber, is to report back to me on a 19 schedule by which you're going to do finish '14, 20 '15, and '16 that everyone can agree to. Talk to 21 Mr. Krislov about it, listen to his objections, and I 22 do I am concerned about the attrition rate he's 23 discussing. 6 to do what he has to do in order to see whether the numbers jibe or not. 8 MR. KRISLOV: And the reason the 9 numbers for the last half of 2013 are small, and 10 Ms. Naber will agree with me, there was \$5 million 11 refunded as an overpayment as overcharges for the 12 first half. 13 And I thank that, conceptually, I go 14 back and forth. I'm trying to figure this out, 15 whether it's arithmetically correct. But, generally, 16 the overcharges are more likely to be in the first 17 half of the year rather than in the last half because 18 of deductions and copays and how it all relates. 19 THE COURT: I see. All right. 20 MR. KRISLOV: With that, I think our 21 order, if you would, where we sort of started this on 22 March 13, we think that our order more reflects what 23 the Court did on that day, and even what the 	2	THE COURT: Why is that, Clint?	2	\$6 (Laughter from the courtroom galley.)
 7 ago, two years ago. 7 numbers jibe or not. 8 This is their money that they live on. 9 Some of our retirees have to take their pension check 10 and turn it around and pay \$20 extra on top of their 11 pension check to keep their healthcare premiums alive 12 while we're fighting on the merits. 13 The reconciliation process needs to be 14 as speedy as possible so that we can get 15 THE COURT: I agree. And I so order 16 whatever that needs. It's not with any specifics or 17 particularity, because what I'm going to ask you 18 to do, Ms. Naber, is to report back to me on a 19 schedule by which you're going to do finish '14, 20 '15, and '16 that everyone can agree to. Talk to 21 Mr. Krislov about it, listen to his objections, and I 22 do I am concerned about the attrition rate he's 23 discussing. 7 numbers jibe or not. 8 MR. KRISLOV: And the reason the 9 numbers for the last half of 2013 are small, and 10 Ms. Naber will agree with me, there was \$5 million 11 refunded as an overpayment as overcharges for the 12 first half. 13 And I thank that, conceptually, I go 14 back and forth. I'm trying to figure this out, 15 whether it's arithmetically correct. But, generally, 16 the overcharges are more likely to be in the first 17 half of the year rather than in the last half because 18 of deductions and copays and how it all relates. 19 THE COURT: I see. All right. 20 MR. KRISLOV: With that, I think our 21 Mr. Krislov about it, listen to his objections, and I 22 March 13, we think that our order more reflects what 23 discussing. 	2 3	THE COURT: Why is that, Clint? MR. KRISLOV: Because our retirees	2 3	\$6 (Laughter from the courtroom galley.)
 8 This is their money that they live on. 9 Some of our retirees have to take their pension check 10 and turn it around and pay \$20 extra on top of their 11 pension check to keep their healthcare premiums alive 12 while we're fighting on the merits. 13 The reconciliation process needs to be 14 as speedy as possible so that we can get 15 THE COURT: I agree. And I so order 16 whatever that needs. It's not with any specifics or 17 particularity, because what I'm going to ask you 18 to do, Ms. Naber, is to report back to me on a 19 schedule by which you're going to do finish '14, 20 '15, and '16 that everyone can agree to. Talk to 21 Mr. Krislov about it, listen to his objections, and I 22 do I am concerned about the attrition rate he's 23 discussing. 8 MR. KRISLOV: And the reason the 9 numbers for the last half of 2013 are small, and 10 Ms. Naber will agree with me, there was \$5 million 11 refunded as an overpayment as overcharges for the 12 first half. 13 And I thank that, conceptually, I go 14 back and forth. I'm trying to figure this out, 15 whether it's arithmetically correct. But, generally, 16 the overcharges are more likely to be in the first 17 half of the year rather than in the last half because 18 of deductions and copays and how it all relates. 19 THE COURT: I see. All right. 20 MR. KRISLOV: With that, I think our 21 Mr. Krislov about the attrition rate he's 23 discussing. 	2 3 4	THE COURT: Why is that, Clint? MR. KRISLOV: Because our retirees die. They get sick. This is money that is owed back	2 3 4	\$6 (Laughter from the courtroom galley.) THE COURT: Quiet, please.
 9 Some of our retirees have to take their pension check 10 and turn it around and pay \$20 extra on top of their 11 pension check to keep their healthcare premiums alive 12 while we're fighting on the merits. 13 The reconciliation process needs to be 14 as speedy as possible so that we can get 15 THE COURT: I agree. And I so order 16 whatever that needs. It's not with any specifics or 17 particularity, because what I'm going to ask you 18 to do, Ms. Naber, is to report back to me on a 19 schedule by which you're going to do finish '14, 20 '15, and '16 that everyone can agree to. 21 Mr. Krislov about it, listen to his objections, and I 22 do I am concerned about the attrition rate he's 23 discussing. 9 Some of our retirees have to take their pension check 9 numbers for the last half of 2013 are small, and 10 Ms. Naber will agree with me, there was \$5 million 11 refunded as an overpayment as overcharges for the 12 first half. 13 And I thank that, conceptually, I go 14 back and forth. I'm trying to figure this out, 15 whether it's arithmetically correct. But, generally, 16 the overcharges are more likely to be in the first 17 half of the year rather than in the last half because 18 of deductions and copays and how it all relates. 19 THE COURT: I see. All right. 20 MR. KRISLOV: With that, I think our 21 order, if you would, where we sort of started this on 22 March 13, we think that our order more reflects what 23 discussing. 	2 3 4 5	THE COURT: Why is that, Clint? MR. KRISLOV: Because our retirees die. They get sick. This is money that is owed back to them for having been overcharged for healthcare	2 3 4 5	\$6 (Laughter from the courtroom galley.) THE COURT: Quiet, please. We'll rely upon putative class counsel
 10 and turn it around and pay \$20 extra on top of their 11 pension check to keep their healthcare premiums alive 12 while we're fighting on the merits. 13 The reconciliation process needs to be 14 as speedy as possible so that we can get 15 THE COURT: I agree. And I so order 16 whatever that needs. It's not with any specifics or 17 particularity, because what I'm going to ask you 18 to do, Ms. Naber, is to report back to me on a 19 schedule by which you're going to do finish '14, 20 '15, and '16 that everyone can agree to. Talk to 21 Mr. Krislov about it, listen to his objections, and I 22 do I am concerned about the attrition rate he's 23 discussing. 	2 3 4 5 6	THE COURT: Why is that, Clint? MR. KRISLOV: Because our retirees die. They get sick. This is money that is owed back to them for having been overcharged for healthcare premiums from three years ago, three and a half years	2 3 4 5 6	\$6 (Laughter from the courtroom galley.) THE COURT: Quiet, please. We'll rely upon putative class counsel to do what he has to do in order to see whether the numbers jibe or not.
 11 pension check to keep their healthcare premiums alive while we're fighting on the merits. 13 The reconciliation process needs to be 14 as speedy as possible so that we can get 15 THE COURT: I agree. And I so order 16 whatever that needs. It's not with any specifics or 17 particularity, because what I'm going to ask you 18 to do, Ms. Naber, is to report back to me on a 19 schedule by which you're going to do finish '14, 20 '15, and '16 that everyone can agree to. 12 do I am concerned about the attrition rate he's 23 discussing. 11 refunded as an overpayment as overcharges for the 12 first half. 13 And I thank that, conceptually, I go 14 back and forth. I'm trying to figure this out, 15 whether it's arithmetically correct. But, generally, 16 the overcharges are more likely to be in the first 17 half of the year rather than in the last half because 18 of deductions and copays and how it all relates. 19 THE COURT: I see. All right. 20 MR. KRISLOV: With that, I think our 21 order, if you would, where we sort of started this on 22 March 13, we think that our order more reflects what 23 the Court did on that day, and even what the 	2 3 4 5 6 7	THE COURT: Why is that, Clint? MR. KRISLOV: Because our retirees die. They get sick. This is money that is owed back to them for having been overcharged for healthcare premiums from three years ago, three and a half years ago, two years ago.	2 3 4 5 6 7	\$6 (Laughter from the courtroom galley.) THE COURT: Quiet, please. We'll rely upon putative class counsel to do what he has to do in order to see whether the numbers jibe or not.
 12 while we're fighting on the merits. 13 The reconciliation process needs to be 14 as speedy as possible so that we can get 15 THE COURT: I agree. And I so order 16 whatever that needs. It's not with any specifics or 17 particularity, because what I'm going to ask you 18 to do, Ms. Naber, is to report back to me on a 19 schedule by which you're going to do finish '14, 20 '15, and '16 that everyone can agree to. Talk to 21 Mr. Krislov about it, listen to his objections, and I 22 do I am concerned about the attrition rate he's 23 discussing. 	2 3 4 5 6 7 8	THE COURT: Why is that, Clint? MR. KRISLOV: Because our retirees die. They get sick. This is money that is owed back to them for having been overcharged for healthcare premiums from three years ago, three and a half years ago, two years ago. This is their money that they live on.	2 3 4 5 6 7 8	\$6 (Laughter from the courtroom galley.) THE COURT: Quiet, please. We'll rely upon putative class counsel to do what he has to do in order to see whether the numbers jibe or not. MR. KRISLOV: And the reason the
13The reconciliation process needs to be13And I thank that, conceptually, I go14as speedy as possible so that we can get14back and forth. I'm trying to figure this out,15THE COURT: I agree. And I so order15whatever that needs. It's not with any specifics or16whatever that needs. It's not with any specifics or16the overcharges are more likely to be in the first17particularity, because what I'm going to ask you16the overcharges are more likely to be in the first18to do, Ms. Naber, is to report back to me on a18of deductions and copays and how it all relates.19schedule by which you're going to do finish '14,19THE COURT: I see. All right.20Mr. Krislov about it, listen to his objections, and I20MR. KRISLOV: With that, I think our21do I am concerned about the attrition rate he's21order, if you would, where we sort of started this on23discussing.23the Court did on that day, and even what the	2 3 4 5 6 7 8 9	THE COURT: Why is that, Clint? MR. KRISLOV: Because our retirees die. They get sick. This is money that is owed back to them for having been overcharged for healthcare premiums from three years ago, three and a half years ago, two years ago. This is their money that they live on. Some of our retirees have to take their pension check	2 3 4 5 6 7 8 9	\$6 (Laughter from the courtroom galley.) THE COURT: Quiet, please. We'll rely upon putative class counsel to do what he has to do in order to see whether the numbers jibe or not. MR. KRISLOV: And the reason the numbers for the last half of 2013 are small, and
 14 as speedy as possible so that we can get 15 THE COURT: I agree. And I so order 16 whatever that needs. It's not with any specifics or 17 particularity, because what I'm going to ask you 18 to do, Ms. Naber, is to report back to me on a 19 schedule by which you're going to do finish '14, 20 '15, and '16 that everyone can agree to. Talk to 21 Mr. Krislov about it, listen to his objections, and I 22 do I am concerned about the attrition rate he's 23 discussing. 	2 3 4 5 6 7 8 9 10	THE COURT: Why is that, Clint? MR. KRISLOV: Because our retirees die. They get sick. This is money that is owed back to them for having been overcharged for healthcare premiums from three years ago, three and a half years ago, two years ago. This is their money that they live on. Some of our retirees have to take their pension check and turn it around and pay \$20 extra on top of their	2 3 4 5 6 7 8 9 10	\$6 (Laughter from the courtroom galley.) THE COURT: Quiet, please. We'll rely upon putative class counsel to do what he has to do in order to see whether the numbers jibe or not. MR. KRISLOV: And the reason the numbers for the last half of 2013 are small, and Ms. Naber will agree with me, there was \$5 million
15THE COURT: I agree. And I so order15whether it's arithmetically correct. But, generally,16whatever that needs. It's not with any specifics or15whether it's arithmetically correct. But, generally,16whether it's arithmetically correct. But, generally,17particularity, because what I'm going to ask you1618to do, Ms. Naber, is to report back to me on a1719schedule by which you're going to do finish '14,1920'15, and '16 that everyone can agree to. Talk to1921Mr. Krislov about it, listen to his objections, and I2022do I am concerned about the attrition rate he's2323discussing.24	2 3 4 5 6 7 8 9 10 11	THE COURT: Why is that, Clint? MR. KRISLOV: Because our retirees die. They get sick. This is money that is owed back to them for having been overcharged for healthcare premiums from three years ago, three and a half years ago, two years ago. This is their money that they live on. Some of our retirees have to take their pension check and turn it around and pay \$20 extra on top of their pension check to keep their healthcare premiums alive	2 3 4 5 6 7 8 9 10 11	\$6 (Laughter from the courtroom galley.) THE COURT: Quiet, please. We'll rely upon putative class counsel to do what he has to do in order to see whether the numbers jibe or not. MR. KRISLOV: And the reason the numbers for the last half of 2013 are small, and Ms. Naber will agree with me, there was \$5 million refunded as an overpayment as overcharges for the
 16 whatever that needs. It's not with any specifics or particularity, because what I'm going to ask you 18 to do, Ms. Naber, is to report back to me on a 19 schedule by which you're going to do finish '14, 20 '15, and '16 that everyone can agree to. Talk to 21 Mr. Krislov about it, listen to his objections, and I 22 do I am concerned about the attrition rate he's 23 discussing. 16 the overcharges are more likely to be in the first 17 half of the year rather than in the last half because 18 of deductions and copays and how it all relates. 19 THE COURT: I see. All right. 20 MR. KRISLOV: With that, I think our 21 order, if you would, where we sort of started this on 22 March 13, we think that our order more reflects what 23 the Court did on that day, and even what the 	2 3 4 5 6 7 8 9 10 11 12	THE COURT: Why is that, Clint? MR. KRISLOV: Because our retirees die. They get sick. This is money that is owed back to them for having been overcharged for healthcare premiums from three years ago, three and a half years ago, two years ago. This is their money that they live on. Some of our retirees have to take their pension check and turn it around and pay \$20 extra on top of their pension check to keep their healthcare premiums alive while we're fighting on the merits.	2 3 4 5 6 7 8 9 10 11 12	\$6 (Laughter from the courtroom galley.) THE COURT: Quiet, please. We'll rely upon putative class counsel to do what he has to do in order to see whether the numbers jibe or not. MR. KRISLOV: And the reason the numbers for the last half of 2013 are small, and Ms. Naber will agree with me, there was \$5 million refunded as an overpayment as overcharges for the first half.
 particularity, because what I'm going to ask you to do, Ms. Naber, is to report back to me on a schedule by which you're going to do finish '14, '15, and '16 that everyone can agree to. Talk to Mr. Krislov about it, listen to his objections, and I do I am concerned about the attrition rate he's discussing. 	2 3 4 5 6 7 8 9 10 11 12 13	THE COURT: Why is that, Clint? MR. KRISLOV: Because our retirees die. They get sick. This is money that is owed back to them for having been overcharged for healthcare premiums from three years ago, three and a half years ago, two years ago. This is their money that they live on. Some of our retirees have to take their pension check and turn it around and pay \$20 extra on top of their pension check to keep their healthcare premiums alive while we're fighting on the merits. The reconciliation process needs to be	2 3 4 5 6 7 8 9 10 11 12 13	\$6 (Laughter from the courtroom galley.) THE COURT: Quiet, please. We'll rely upon putative class counsel to do what he has to do in order to see whether the numbers jibe or not. MR. KRISLOV: And the reason the numbers for the last half of 2013 are small, and Ms. Naber will agree with me, there was \$5 million refunded as an overpayment as overcharges for the first half. And I thank that, conceptually, I go
 18 to do, Ms. Naber, is to report back to me on a 19 schedule by which you're going to do finish '14, 20 '15, and '16 that everyone can agree to. Talk to 21 Mr. Krislov about it, listen to his objections, and I 22 do I am concerned about the attrition rate he's 23 discussing. 18 of deductions and copays and how it all relates. 19 THE COURT: I see. All right. 20 MR. KRISLOV: With that, I think our 21 order, if you would, where we sort of started this on 22 March 13, we think that our order more reflects what 23 the Court did on that day, and even what the 	2 3 4 5 6 7 8 9 10 11 12 13 14	THE COURT: Why is that, Clint? MR. KRISLOV: Because our retirees die. They get sick. This is money that is owed back to them for having been overcharged for healthcare premiums from three years ago, three and a half years ago, two years ago. This is their money that they live on. Some of our retirees have to take their pension check and turn it around and pay \$20 extra on top of their pension check to keep their healthcare premiums alive while we're fighting on the merits. The reconciliation process needs to be as speedy as possible so that we can get	2 3 4 5 6 7 8 9 10 11 12 13 14	\$6 (Laughter from the courtroom galley.) THE COURT: Quiet, please. We'll rely upon putative class counsel to do what he has to do in order to see whether the numbers jibe or not. MR. KRISLOV: And the reason the numbers for the last half of 2013 are small, and Ms. Naber will agree with me, there was \$5 million refunded as an overpayment as overcharges for the first half. And I thank that, conceptually, I go back and forth. I'm trying to figure this out,
19schedule by which you're going to do finish '14, 2019THE COURT: I see. All right.20'15, and '16 that everyone can agree to. Talk to 2120MR. KRISLOV: With that, I think our21Mr. Krislov about it, listen to his objections, and I 220 I am concerned about the attrition rate he's discussing.19THE COURT: I see. All right. 2023discussing.19MR. KRISLOV: With that, I think our 212124order, if you would, where we sort of started this on 222223discussing.23the Court did on that day, and even what the	2 3 4 5 6 7 8 9 10 11 12 13 14 15	THE COURT: Why is that, Clint? MR. KRISLOV: Because our retirees die. They get sick. This is money that is owed back to them for having been overcharged for healthcare premiums from three years ago, three and a half years ago, two years ago. This is their money that they live on. Some of our retirees have to take their pension check and turn it around and pay \$20 extra on top of their pension check to keep their healthcare premiums alive while we're fighting on the merits. The reconciliation process needs to be as speedy as possible so that we can get THE COURT: I agree. And I so order	2 3 4 5 6 7 8 9 10 11 12 13 14 15	\$6 (Laughter from the courtroom galley.) THE COURT: Quiet, please. We'll rely upon putative class counsel to do what he has to do in order to see whether the numbers jibe or not. MR. KRISLOV: And the reason the numbers for the last half of 2013 are small, and Ms. Naber will agree with me, there was \$5 million refunded as an overpayment as overcharges for the first half. And I thank that, conceptually, I go back and forth. I'm trying to figure this out, whether it's arithmetically correct. But, generally,
19schedule by which you're going to do finish '14,19THE COURT: I see. All right.20'15, and '16 that everyone can agree to. Talk to20MR. KRISLOV: With that, I think our21Mr. Krislov about it, listen to his objections, and I20order, if you would, where we sort of started this on22do I am concerned about the attrition rate he's22March 13, we think that our order more reflects what23discussing.23the Court did on that day, and even what the	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	THE COURT: Why is that, Clint? MR. KRISLOV: Because our retirees die. They get sick. This is money that is owed back to them for having been overcharged for healthcare premiums from three years ago, three and a half years ago, two years ago. This is their money that they live on. Some of our retirees have to take their pension check and turn it around and pay \$20 extra on top of their pension check to keep their healthcare premiums alive while we're fighting on the merits. The reconciliation process needs to be as speedy as possible so that we can get THE COURT: I agree. And I so order whatever that needs. It's not with any specifics or	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	\$6 (Laughter from the courtroom galley.) THE COURT: Quiet, please. We'll rely upon putative class counsel to do what he has to do in order to see whether the numbers jibe or not. MR. KRISLOV: And the reason the numbers for the last half of 2013 are small, and Ms. Naber will agree with me, there was \$5 million refunded as an overpayment as overcharges for the first half. And I thank that, conceptually, I go back and forth. I'm trying to figure this out, whether it's arithmetically correct. But, generally, the overcharges are more likely to be in the first
21Mr. Krislov about it, listen to his objections, and I21order, if you would, where we sort of started this on22do I am concerned about the attrition rate he's22March 13, we think that our order more reflects what23discussing.23the Court did on that day, and even what the	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	THE COURT: Why is that, Clint? MR. KRISLOV: Because our retirees die. They get sick. This is money that is owed back to them for having been overcharged for healthcare premiums from three years ago, three and a half years ago, two years ago. This is their money that they live on. Some of our retirees have to take their pension check and turn it around and pay \$20 extra on top of their pension check to keep their healthcare premiums alive while we're fighting on the merits. The reconciliation process needs to be as speedy as possible so that we can get THE COURT: I agree. And I so order whatever that needs. It's not with any specifics or particularity, because what I'm going to ask you	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	\$6 (Laughter from the courtroom galley.) THE COURT: Quiet, please. We'll rely upon putative class counsel to do what he has to do in order to see whether the numbers jibe or not. MR. KRISLOV: And the reason the numbers for the last half of 2013 are small, and Ms. Naber will agree with me, there was \$5 million refunded as an overpayment as overcharges for the first half. And I thank that, conceptually, I go back and forth. I'm trying to figure this out, whether it's arithmetically correct. But, generally, the overcharges are more likely to be in the first half of the year rather than in the last half because
22do I am concerned about the attrition rate he's22March 13, we think that our order more reflects what23discussing.23the Court did on that day, and even what the	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	THE COURT: Why is that, Clint? MR. KRISLOV: Because our retirees die. They get sick. This is money that is owed back to them for having been overcharged for healthcare premiums from three years ago, three and a half years ago, two years ago. This is their money that they live on. Some of our retirees have to take their pension check and turn it around and pay \$20 extra on top of their pension check to keep their healthcare premiums alive while we're fighting on the merits. The reconciliation process needs to be as speedy as possible so that we can get THE COURT: I agree. And I so order whatever that needs. It's not with any specifics or particularity, because what I'm going to ask you to do, Ms. Naber, is to report back to me on a	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	\$6 (Laughter from the courtroom galley.) THE COURT: Quiet, please. We'll rely upon putative class counsel to do what he has to do in order to see whether the numbers jibe or not. MR. KRISLOV: And the reason the numbers for the last half of 2013 are small, and Ms. Naber will agree with me, there was \$5 million refunded as an overpayment as overcharges for the first half. And I thank that, conceptually, I go back and forth. I'm trying to figure this out, whether it's arithmetically correct. But, generally, the overcharges are more likely to be in the first half of the year rather than in the last half because of deductions and copays and how it all relates.
22do I am concerned about the attrition rate he's22March 13, we think that our order more reflects what23discussing.23the Court did on that day, and even what the	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	THE COURT: Why is that, Clint? MR. KRISLOV: Because our retirees die. They get sick. This is money that is owed back to them for having been overcharged for healthcare premiums from three years ago, three and a half years ago, two years ago. This is their money that they live on. Some of our retirees have to take their pension check and turn it around and pay \$20 extra on top of their pension check to keep their healthcare premiums alive while we're fighting on the merits. The reconciliation process needs to be as speedy as possible so that we can get THE COURT: I agree. And I so order whatever that needs. It's not with any specifics or particularity, because what I'm going to ask you to do, Ms. Naber, is to report back to me on a schedule by which you're going to do finish '14,	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	\$6 (Laughter from the courtroom galley.) THE COURT: Quiet, please. We'll rely upon putative class counsel to do what he has to do in order to see whether the numbers jibe or not. MR. KRISLOV: And the reason the numbers for the last half of 2013 are small, and Ms. Naber will agree with me, there was \$5 million refunded as an overpayment as overcharges for the first half. And I thank that, conceptually, I go back and forth. I'm trying to figure this out, whether it's arithmetically correct. But, generally, the overcharges are more likely to be in the first half of the year rather than in the last half because of deductions and copays and how it all relates. THE COURT: I see. All right.
Č ,	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	THE COURT: Why is that, Clint? MR. KRISLOV: Because our retirees die. They get sick. This is money that is owed back to them for having been overcharged for healthcare premiums from three years ago, three and a half years ago, two years ago. This is their money that they live on. Some of our retirees have to take their pension check and turn it around and pay \$20 extra on top of their pension check to keep their healthcare premiums alive while we're fighting on the merits. The reconciliation process needs to be as speedy as possible so that we can get THE COURT: I agree. And I so order whatever that needs. It's not with any specifics or particularity, because what I'm going to ask you to do, Ms. Naber, is to report back to me on a schedule by which you're going to do finish '14, '15, and '16 that everyone can agree to. Talk to	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	<pre>\$6</pre>
24 One could aroue that this is compating 24 companyate are to day, and the set of the s	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	THE COURT: Why is that, Clint? MR. KRISLOV: Because our retirees die. They get sick. This is money that is owed back to them for having been overcharged for healthcare premiums from three years ago, three and a half years ago, two years ago. This is their money that they live on. Some of our retirees have to take their pension check and turn it around and pay \$20 extra on top of their pension check to keep their healthcare premiums alive while we're fighting on the merits. The reconciliation process needs to be as speedy as possible so that we can get THE COURT: I agree. And I so order whatever that needs. It's not with any specifics or particularity, because what I'm going to ask you to do, Ms. Naber, is to report back to me on a schedule by which you're going to do finish '14, '15, and '16 that everyone can agree to. Talk to Mr. Krislov about it, listen to his objections, and I	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	<pre>\$6</pre>
24 One could argue that this is something 24 agreements are today, and we ask that you would enter	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	THE COURT: Why is that, Clint? MR. KRISLOV: Because our retirees die. They get sick. This is money that is owed back to them for having been overcharged for healthcare premiums from three years ago, three and a half years ago, two years ago. This is their money that they live on. Some of our retirees have to take their pension check and turn it around and pay \$20 extra on top of their pension check to keep their healthcare premiums alive while we're fighting on the merits. The reconciliation process needs to be as speedy as possible so that we can get THE COURT: I agree. And I so order whatever that needs. It's not with any specifics or particularity, because what I'm going to ask you to do, Ms. Naber, is to report back to me on a schedule by which you're going to do finish '14, '15, and '16 that everyone can agree to. Talk to Mr. Krislov about it, listen to his objections, and I do I am concerned about the attrition rate he's discussing.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	<pre>\$6 (Laughter from the courtroom galley.) THE COURT: Quiet, please. We'll rely upon putative class counsel to do what he has to do in order to see whether the numbers jibe or not. MR. KRISLOV: And the reason the numbers for the last half of 2013 are small, and Ms. Naber will agree with me, there was \$5 million refunded as an overpayment as overcharges for the first half. And I thank that, conceptually, I go back and forth. I'm trying to figure this out, whether it's arithmetically correct. But, generally, the overcharges are more likely to be in the first half of the year rather than in the last half because of deductions and copays and how it all relates. THE COURT: I see. All right. MR. KRISLOV: With that, I think our order, if you would, where we sort of started this on March 13, we think that our order more reflects what the Court did on that day, and even what the</pre>

23 (Pages 86 to 89)

	Page 90		Page 92
1	that order.	1	But you have the right to enter into
2	THE COURT: I'm not going to enter	2	an agreement, which I'm going to press you hard to
3	that order, because I want to enter into a new	3	make. And then we have a contract.
4	schedule with regard to having the reconciliation	4	Well, I don't know. It's going to
5	done.	5	be you're going to use your best efforts to meet
6	I want you two to talk to each other	6	it.
7	and give me a reasonable order by which '14, '15,	7	MR. PRENDERGAST: That is exactly what
8	'16 are going to be completed.	8	I was going to suggest, Judge.
9	I want an agreement if you can do it.	9	THE COURT: You're going to use your
10	If you can't, then bring it back to me. I want it in	10	best efforts it's not any longer about the City.
11	two weeks. I want everyone to figure out what this	11	I believe the City is using diligent efforts. Or
12	is going to be, and I want you to stick to the	12	about Mr. Krislov and his clients. They are
13	schedule.	13	clearly have a need and right to get this done,
14	MS. NABER: I understand that, Your	14	and it should have been done way before I entered on
15	Honor, to come to some arrangement with Mr. Krislov.	15	the scene, but it wasn't. I just want this done, and
16	But are you saying that you're going	16	I want it done as soon as practicable so that
17	to enter an order on that? Because that doesn't jibe	17	everybody knows, can argue about it, the one or two
18	with no jurisdiction that you just ruled on.	18	dollars or more.
19	THE COURT: On the reconciliation	19	But get the numbers done. So put
20	aspects.	20	together a schedule. We'll make it part of the
21	MS. NABER: But that's what we were	21	record. For whatever jurisdiction I have over it,
22	just	22	I'll do my best to impose the schedule, okay?
23	THE COURT: We're talking about	23	MS. NABER: I understand.
24	Korshak and Windows, yes?	24	MR. KRISLOV: You certainly have the
	Page 91		Page 93
1	MS. NABER: He's asking for an audit	1	jurisdiction for
2	for everyone, so, post-January	2	THE COURT: We're not going to argue
3	THE COURT: No, I'm talking about	3	it right now.
4	Korshak and Windows.	4	
		4	MR. KRISLOV: The problem is that
5	MR. KRISLOV: Well, they've agreed to	5	MR. KRISLOV: The problem is that THE COURT: I have to take three
5 6	MR. KRISLOV: Well, they've agreed to audit everybody and preserve I mean, they're not		
		5	THE COURT: I have to take three
6	audit everybody and preserve I mean, they're not	5 6	THE COURT: I have to take three minutes.
6 7 8 9	audit everybody and preserve I mean, they're not going to I mean, this was the motion this is	5 6 7	THE COURT: I have to take three minutes. MR. KRISLOV: we're in a limbo. THE COURT: Good. Stay there. I'll see you in a second.
6 7 8 9 10	audit everybody and preserve I mean, they're not going to I mean, this was the motion this is where we started in March. THE COURT: Oh, you mean before January 1st?	5 6 7 8	THE COURT: I have to take three minutes. MR. KRISLOV: we're in a limbo. THE COURT: Good. Stay there. I'll see you in a second. (Brief recess.)
6 7 8 9 10 11	audit everybody and preserve I mean, they're not going to I mean, this was the motion this is where we started in March. THE COURT: Oh, you mean before	5 6 7 8 9 10 11	THE COURT: I have to take three minutes. MR. KRISLOV: we're in a limbo. THE COURT: Good. Stay there. I'll see you in a second.
6 7 8 9 10 11 12	audit everybody and preserve I mean, they're not going to I mean, this was the motion this is where we started in March. THE COURT: Oh, you mean before January 1st? MS. NABER: Right. MR. KRISLOV: No, no. They're	5 6 7 8 9 10 11 12	THE COURT: I have to take three minutes. MR. KRISLOV: we're in a limbo. THE COURT: Good. Stay there. I'll see you in a second. (Brief recess.)
6 7 8 9 10 11 12 13	audit everybody and preserve I mean, they're not going to I mean, this was the motion this is where we started in March. THE COURT: Oh, you mean before January 1st? MS. NABER: Right. MR. KRISLOV: No, no. They're auditing everybody, because you've got to audit	5 6 7 8 9 10 11 12 13	THE COURT: I have to take three minutes. MR. KRISLOV: we're in a limbo. THE COURT: Good. Stay there. I'll see you in a second. (Brief recess.) THE COURT: Okay, back on the record.
6 7 8 9 10 11 12 13 14	audit everybody and preserve I mean, they're not going to I mean, this was the motion this is where we started in March. THE COURT: Oh, you mean before January 1st? MS. NABER: Right. MR. KRISLOV: No, no. They're auditing everybody, because you've got to audit everybody in order to come out with the right	5 6 7 8 9 10 11 12 13 14	THE COURT: I have to take three minutes. MR. KRISLOV: we're in a limbo. THE COURT: Good. Stay there. I'll see you in a second. (Brief recess.) THE COURT: Okay, back on the record. MR. PRENDERGAST: Your Honor, if I may. THE COURT: You may.
6 7 8 9 10 11 12 13 14 15	audit everybody and preserve I mean, they're not going to I mean, this was the motion this is where we started in March. THE COURT: Oh, you mean before January 1st? MS. NABER: Right. MR. KRISLOV: No, no. They're auditing everybody, because you've got to audit everybody in order to come out with the right numbers	5 6 7 8 9 10 11 12 13 14 15	THE COURT: I have to take three minutes. MR. KRISLOV: we're in a limbo. THE COURT: Good. Stay there. I'll see you in a second. (Brief recess.) THE COURT: Okay, back on the record. MR. PRENDERGAST: Your Honor, if I may. THE COURT: You may. MR. PRENDERGAST: If I understand it,
6 7 8 9 10 11 12 13 14 15 16	audit everybody and preserve I mean, they're not going to I mean, this was the motion this is where we started in March. THE COURT: Oh, you mean before January 1st? MS. NABER: Right. MR. KRISLOV: No, no. They're auditing everybody, because you've got to audit everybody in order to come out with the right numbers THE COURT: Oh, I see.	5 6 7 8 9 10 11 12 13 14 15 16	THE COURT: I have to take three minutes. MR. KRISLOV: we're in a limbo. THE COURT: Good. Stay there. I'll see you in a second. (Brief recess.) THE COURT: Okay, back on the record. MR. PRENDERGAST: Your Honor, if I may. THE COURT: You may. MR. PRENDERGAST: If I understand it, you want this order to direct the parties to meet and
6 7 8 9 10 11 12 13 14 15 16 17	audit everybody and preserve I mean, they're not going to I mean, this was the motion this is where we started in March. THE COURT: Oh, you mean before January 1st? MS. NABER: Right. MR. KRISLOV: No, no. They're auditing everybody, because you've got to audit everybody in order to come out with the right numbers THE COURT: Oh, I see. MR. KRISLOV: even for the	5 6 7 8 9 10 11 12 13 14 15 16 17	THE COURT: I have to take three minutes. MR. KRISLOV: we're in a limbo. THE COURT: Good. Stay there. I'll see you in a second. (Brief recess.) THE COURT: Okay, back on the record. MR. PRENDERGAST: Your Honor, if I may. THE COURT: You may. MR. PRENDERGAST: If I understand it, you want this order to direct the parties to meet and to for the City to come up with a date by which
6 7 8 9 10 11 12 13 14 15 16 17 18	audit everybody and preserve I mean, they're not going to I mean, this was the motion this is where we started in March. THE COURT: Oh, you mean before January 1st? MS. NABER: Right. MR. KRISLOV: No, no. They're auditing everybody, because you've got to audit everybody in order to come out with the right numbers THE COURT: Oh, I see. MR. KRISLOV: even for the non-Medicare, because they were only supposed to	5 6 7 8 9 10 11 12 13 14 15 16 17 18	THE COURT: I have to take three minutes. MR. KRISLOV: we're in a limbo. THE COURT: Good. Stay there. I'll see you in a second. (Brief recess.) THE COURT: Okay, back on the record. MR. PRENDERGAST: Your Honor, if I may. THE COURT: You may. MR. PRENDERGAST: If I understand it, you want this order to direct the parties to meet and to for the City to come up with a date by which or schedule, as you put itby which it will have
6 7 8 9 10 11 12 13 14 15 16 17 18 19	audit everybody and preserve I mean, they're not going to I mean, this was the motion this is where we started in March. THE COURT: Oh, you mean before January 1st? MS. NABER: Right. MR. KRISLOV: No, no. They're auditing everybody, because you've got to audit everybody in order to come out with the right numbers THE COURT: Oh, I see. MR. KRISLOV: even for the non-Medicare, because they were only supposed to charge them as if they were Medicare covered for the	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	THE COURT: I have to take three minutes. MR. KRISLOV: we're in a limbo. THE COURT: Good. Stay there. I'll see you in a second. (Brief recess.) THE COURT: Okay, back on the record. MR. PRENDERGAST: Your Honor, if I may. THE COURT: You may. MR. PRENDERGAST: If I understand it, you want this order to direct the parties to meet and to for the City to come up with a date by which or schedule, as you put itby which it will have provided the Korshak/Windows reconciliation for '14,
6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	audit everybody and preserve I mean, they're not going to I mean, this was the motion this is where we started in March. THE COURT: Oh, you mean before January 1st? MS. NABER: Right. MR. KRISLOV: No, no. They're auditing everybody, because you've got to audit everybody in order to come out with the right numbers THE COURT: Oh, I see. MR. KRISLOV: even for the non-Medicare, because they were only supposed to charge them as if they were Medicare covered for the Korshak and Windows.	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	THE COURT: I have to take three minutes. MR. KRISLOV: we're in a limbo. THE COURT: Good. Stay there. I'll see you in a second. (Brief recess.) THE COURT: Okay, back on the record. MR. PRENDERGAST: Your Honor, if I may. THE COURT: You may. MR. PRENDERGAST: If I understand it, you want this order to direct the parties to meet and to for the City to come up with a date by which or schedule, as you put itby which it will have provided the Korshak/Windows reconciliation for '14, '15, and '16?
6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	audit everybody and preserve I mean, they're not going to I mean, this was the motion this is where we started in March. THE COURT: Oh, you mean before January 1st? MS. NABER: Right. MR. KRISLOV: No, no. They're auditing everybody, because you've got to audit everybody in order to come out with the right numbers THE COURT: Oh, I see. MR. KRISLOV: even for the non-Medicare, because they were only supposed to charge them as if they were Medicare covered for the Korshak and Windows. But the other people	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	THE COURT: I have to take three minutes. MR. KRISLOV: we're in a limbo. THE COURT: Good. Stay there. I'll see you in a second. (Brief recess.) THE COURT: Okay, back on the record. MR. PRENDERGAST: Your Honor, if I may. THE COURT: You may. MR. PRENDERGAST: If I understand it, you want this order to direct the parties to meet and to for the City to come up with a date by which or schedule, as you put itby which it will have provided the Korshak/Windows reconciliation for '14, '15, and '16? THE COURT: Correct.
6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	audit everybody and preserve I mean, they're not going to I mean, this was the motion this is where we started in March. THE COURT: Oh, you mean before January 1st? MS. NABER: Right. MR. KRISLOV: No, no. They're auditing everybody, because you've got to audit everybody in order to come out with the right numbers THE COURT: Oh, I see. MR. KRISLOV: even for the non-Medicare, because they were only supposed to charge them as if they were Medicare covered for the Korshak and Windows. But the other people THE COURT: Well, I'll tell you. If	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	THE COURT: I have to take three minutes. MR. KRISLOV: we're in a limbo. THE COURT: Good. Stay there. I'll see you in a second. (Brief recess.) THE COURT: Okay, back on the record. MR. PRENDERGAST: Your Honor, if I may. THE COURT: You may. MR. PRENDERGAST: If I understand it, you want this order to direct the parties to meet and to for the City to come up with a date by which or schedule, as you put itby which it will have provided the Korshak/Windows reconciliation for '14, '15, and '16? THE COURT: Correct. MR. PRENDERGAST: And the order will
6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	audit everybody and preserve I mean, they're not going to I mean, this was the motion this is where we started in March. THE COURT: Oh, you mean before January 1st? MS. NABER: Right. MR. KRISLOV: No, no. They're auditing everybody, because you've got to audit everybody in order to come out with the right numbers THE COURT: Oh, I see. MR. KRISLOV: even for the non-Medicare, because they were only supposed to charge them as if they were Medicare covered for the Korshak and Windows. But the other people	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	THE COURT: I have to take three minutes. MR. KRISLOV: we're in a limbo. THE COURT: Good. Stay there. I'll see you in a second. (Brief recess.) THE COURT: Okay, back on the record. MR. PRENDERGAST: Your Honor, if I may. THE COURT: You may. MR. PRENDERGAST: If I understand it, you want this order to direct the parties to meet and to for the City to come up with a date by which or schedule, as you put itby which it will have provided the Korshak/Windows reconciliation for '14, '15, and '16? THE COURT: Correct.

24 (Pages 90 to 93)

	Page 94		Page 96
1	matters. And I don't think that's I don't know	1	established by that opinion.
2	what else we covered today. I think that's it.	2	MR. KRISLOV: And we'll file a new
3	THE COURT: Okay. What else did you	3	complaint, but I think you have jurisdiction.
4	want to talk about, Clint?	4	THE COURT: And you don't think I do.
5	MR. KRISLOV: We're in this sort of	5	MS. NABER: I don't, Your Honor. And
6	limbo, and the problem of your saying you don't have	6	I just want to clarify, when Mr. Krislov filed the
7	jurisdiction, if I can have leave to amend the	7	motion before you on reconciling the six months, it
8	Korshak complaint	8	was March of 2015. It was clear the City was not
9	THE COURT: It was dismissed with	9	going to be doing reconciliations going forward.
10	prejudice.	10	Mr. Krislov corresponded with me. I
11	MR. KRISLOV: Yeah, but we're back	11	indicated we're not doing reconciliations. For him
12	we're here in Korshak because the appellate court	12	to say that that was the only thing that was ripe at
13	remanded sorry we're here because the appellate	13	the time he filed that motion and took it up to the
14	court remanded back to this Court	14	appellate court is misleading.
15	THE COURT: On the settlement.	15	And I meant to correct that initially,
16	MR. KRISLOV: On the reconciliation	16	but we were already into '15 when he filed that
17	process. How far that goes, whatever, I think you	17	motion. So '13 was done and '14 was done, and he
18	have jurisdiction for whatever was in that motion.	18	knew we were not going to be doing reconciliations.
19	You know, we can fight about that, but	19	MR. KRISLOV: '13 may have been done.
20	I think and we'll file an amended we'll file a	20	I'll go back and I'll check the record
21	new complaint. We'll do that.	21	MS. NABER: I have the motion if you
22	But for the moment, I think you ought	22	want to
23	to maintain your Korshak jurisdiction on the	23	MR. KRISLOV: I'll be glad to go back
24	settlement as extended over whatever merits, whatever		through things, but I don't call her misleading, and
	settement us extended over whatever merres, whatever		through things, out I don't can her misleading, and
	Page 95		Page 97
1	Page 95	1	Page 97
1	time.	1	I don't appreciate being called misleading.
2	time. THE COURT: Well, I'm not doing that.	2	I don't appreciate being called misleading. So what we all that was then before
2 3	time. THE COURT: Well, I'm not doing that. I'm going to adhere to the ruling of Justice Simon	2 3	I don't appreciate being called misleading. So what we all that was then before the Court was our motion with respect to 2013. That
2 3 4	time. THE COURT: Well, I'm not doing that. I'm going to adhere to the ruling of Justice Simon and deal with that which I have to deal with up	2 3 4	I don't appreciate being called misleading. So what we all that was then before the Court was our motion with respect to 2013. That didn't mean that 2014 2014 would not have become
2 3 4 5	time. THE COURT: Well, I'm not doing that. I'm going to adhere to the ruling of Justice Simon and deal with that which I have to deal with up until, as I think he said, December 31st, 2013.	2 3 4 5	I don't appreciate being called misleading. So what we all that was then before the Court was our motion with respect to 2013. That didn't mean that 2014 2014 would not have become an audit process till 2015.
2 3 4 5 6	time. THE COURT: Well, I'm not doing that. I'm going to adhere to the ruling of Justice Simon and deal with that which I have to deal with up until, as I think he said, December 31st, 2013. That's all they dealt with.	2 3 4 5 6	I don't appreciate being called misleading. So what we all that was then before the Court was our motion with respect to 2013. That didn't mean that 2014 2014 would not have become an audit process till 2015. THE COURT: So, Ms. Naber, why
2 3 4 5 6 7	time. THE COURT: Well, I'm not doing that. I'm going to adhere to the ruling of Justice Simon and deal with that which I have to deal with up until, as I think he said, December 31st, 2013. That's all they dealt with. MR. KRISLOV: But that's all that was	2 3 4 5 6 7	I don't appreciate being called misleading. So what we all that was then before the Court was our motion with respect to 2013. That didn't mean that 2014 2014 would not have become an audit process till 2015. THE COURT: So, Ms. Naber, why wouldn't following Justice Simon's opinion, why
2 3 4 5 6 7 8	time. THE COURT: Well, I'm not doing that. I'm going to adhere to the ruling of Justice Simon and deal with that which I have to deal with up until, as I think he said, December 31st, 2013. That's all they dealt with. MR. KRISLOV: But that's all that was the appeal was only	2 3 4 5 6 7 8	I don't appreciate being called misleading. So what we all that was then before the Court was our motion with respect to 2013. That didn't mean that 2014 2014 would not have become an audit process till 2015. THE COURT: So, Ms. Naber, why wouldn't following Justice Simon's opinion, why wouldn't he say that reconciliation of '14, '15 and
2 3 4 5 6 7 8 9	time. THE COURT: Well, I'm not doing that. I'm going to adhere to the ruling of Justice Simon and deal with that which I have to deal with up until, as I think he said, December 31st, 2013. That's all they dealt with. MR. KRISLOV: But that's all that was the appeal was only THE COURT: Yes, that's all it dealt	2 3 4 5 6 7 8 9	I don't appreciate being called misleading. So what we all that was then before the Court was our motion with respect to 2013. That didn't mean that 2014 2014 would not have become an audit process till 2015. THE COURT: So, Ms. Naber, why wouldn't following Justice Simon's opinion, why wouldn't he say that reconciliation of '14, '15 and '16 for Korshak and Windows would be part of the
2 3 4 5 6 7 8 9 10	time. THE COURT: Well, I'm not doing that. I'm going to adhere to the ruling of Justice Simon and deal with that which I have to deal with up until, as I think he said, December 31st, 2013. That's all they dealt with. MR. KRISLOV: But that's all that was the appeal was only THE COURT: Yes, that's all it dealt with. That's right.	2 3 4 5 6 7 8 9 10	I don't appreciate being called misleading. So what we all that was then before the Court was our motion with respect to 2013. That didn't mean that 2014 2014 would not have become an audit process till 2015. THE COURT: So, Ms. Naber, why wouldn't following Justice Simon's opinion, why wouldn't he say that reconciliation of '14, '15 and '16 for Korshak and Windows would be part of the settlement agreement, and I should have jurisdiction
2 3 4 5 6 7 8 9 10 11	time. THE COURT: Well, I'm not doing that. I'm going to adhere to the ruling of Justice Simon and deal with that which I have to deal with up until, as I think he said, December 31st, 2013. That's all they dealt with. MR. KRISLOV: But that's all that was the appeal was only THE COURT: Yes, that's all it dealt with. That's right. MR. KRISLOV: But the reconciliation,	2 3 4 5 6 7 8 9 10 11	I don't appreciate being called misleading. So what we all that was then before the Court was our motion with respect to 2013. That didn't mean that 2014 2014 would not have become an audit process till 2015. THE COURT: So, Ms. Naber, why wouldn't following Justice Simon's opinion, why wouldn't he say that reconciliation of '14, '15 and '16 for Korshak and Windows would be part of the settlement agreement, and I should have jurisdiction over that, as I do over the settlement agreement?
2 3 4 5 6 7 8 9 10 11 12	time. THE COURT: Well, I'm not doing that. I'm going to adhere to the ruling of Justice Simon and deal with that which I have to deal with up until, as I think he said, December 31st, 2013. That's all they dealt with. MR. KRISLOV: But that's all that was the appeal was only THE COURT: Yes, that's all it dealt with. That's right. MR. KRISLOV: But the reconciliation, when it came back, we moved to reconcile to audit	2 3 4 5 6 7 8 9 10 11 12	I don't appreciate being called misleading. So what we all that was then before the Court was our motion with respect to 2013. That didn't mean that 2014 2014 would not have become an audit process till 2015. THE COURT: So, Ms. Naber, why wouldn't following Justice Simon's opinion, why wouldn't he say that reconciliation of '14, '15 and '16 for Korshak and Windows would be part of the settlement agreement, and I should have jurisdiction over that, as I do over the settlement agreement? MS. NABER: As we previously
2 3 4 5 6 7 8 9 10 11 12 13	time. THE COURT: Well, I'm not doing that. I'm going to adhere to the ruling of Justice Simon and deal with that which I have to deal with up until, as I think he said, December 31st, 2013. That's all they dealt with. MR. KRISLOV: But that's all that was the appeal was only THE COURT: Yes, that's all it dealt with. That's right. MR. KRISLOV: But the reconciliation, when it came back, we moved to reconcile to audit and reconcile with respect to the years that were	2 3 4 5 6 7 8 9 10 11 12 13	I don't appreciate being called misleading. So what we all that was then before the Court was our motion with respect to 2013. That didn't mean that 2014 2014 would not have become an audit process till 2015. THE COURT: So, Ms. Naber, why wouldn't following Justice Simon's opinion, why wouldn't he say that reconciliation of '14, '15 and '16 for Korshak and Windows would be part of the settlement agreement, and I should have jurisdiction over that, as I do over the settlement agreement? MS. NABER: As we previously discussed, Your Honor, his opinion clearly said, as
2 3 4 5 6 7 8 9 10 11 12 13 14	time. THE COURT: Well, I'm not doing that. I'm going to adhere to the ruling of Justice Simon and deal with that which I have to deal with up until, as I think he said, December 31st, 2013. That's all they dealt with. MR. KRISLOV: But that's all that was the appeal was only THE COURT: Yes, that's all it dealt with. That's right. MR. KRISLOV: But the reconciliation, when it came back, we moved to reconcile to audit and reconcile with respect to the years that were then timely.	2 3 4 5 6 7 8 9 10 11 12 13 14	I don't appreciate being called misleading. So what we all that was then before the Court was our motion with respect to 2013. That didn't mean that 2014 2014 would not have become an audit process till 2015. THE COURT: So, Ms. Naber, why wouldn't following Justice Simon's opinion, why wouldn't he say that reconciliation of '14, '15 and '16 for Korshak and Windows would be part of the settlement agreement, and I should have jurisdiction over that, as I do over the settlement agreement? MS. NABER: As we previously discussed, Your Honor, his opinion clearly said, as of January 1st, 2014, it was a new deal. It was a
2 3 4 5 6 7 8 9 10 11 12 13 14 15	time. THE COURT: Well, I'm not doing that. I'm going to adhere to the ruling of Justice Simon and deal with that which I have to deal with up until, as I think he said, December 31st, 2013. That's all they dealt with. MR. KRISLOV: But that's all that was the appeal was only THE COURT: Yes, that's all it dealt with. That's right. MR. KRISLOV: But the reconciliation, when it came back, we moved to reconcile to audit and reconcile with respect to the years that were then timely. The only reason the 2013 was the only	2 3 4 5 6 7 8 9 10 11 12 13 14 15	I don't appreciate being called misleading. So what we all that was then before the Court was our motion with respect to 2013. That didn't mean that 2014 2014 would not have become an audit process till 2015. THE COURT: So, Ms. Naber, why wouldn't following Justice Simon's opinion, why wouldn't he say that reconciliation of '14, '15 and '16 for Korshak and Windows would be part of the settlement agreement, and I should have jurisdiction over that, as I do over the settlement agreement? MS. NABER: As we previously discussed, Your Honor, his opinion clearly said, as of January 1st, 2014, it was a new deal. It was a new promise.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	time. THE COURT: Well, I'm not doing that. I'm going to adhere to the ruling of Justice Simon and deal with that which I have to deal with up until, as I think he said, December 31st, 2013. That's all they dealt with. MR. KRISLOV: But that's all that was the appeal was only THE COURT: Yes, that's all it dealt with. That's right. MR. KRISLOV: But the reconciliation, when it came back, we moved to reconcile to audit and reconcile with respect to the years that were then timely. The only reason the 2013 was the only issue before the appellate court was that that was	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	I don't appreciate being called misleading. So what we all that was then before the Court was our motion with respect to 2013. That didn't mean that 2014 2014 would not have become an audit process till 2015. THE COURT: So, Ms. Naber, why wouldn't following Justice Simon's opinion, why wouldn't he say that reconciliation of '14, '15 and '16 for Korshak and Windows would be part of the settlement agreement, and I should have jurisdiction over that, as I do over the settlement agreement? MS. NABER: As we previously discussed, Your Honor, his opinion clearly said, as of January 1st, 2014, it was a new deal. It was a new promise. It was in that letter. It changed
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	time. THE COURT: Well, I'm not doing that. I'm going to adhere to the ruling of Justice Simon and deal with that which I have to deal with up until, as I think he said, December 31st, 2013. That's all they dealt with. MR. KRISLOV: But that's all that was the appeal was only THE COURT: Yes, that's all it dealt with. That's right. MR. KRISLOV: But the reconciliation, when it came back, we moved to reconcile to audit and reconcile with respect to the years that were then timely. The only reason the 2013 was the only issue before the appellate court was that that was the only motion we had made at that time.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	I don't appreciate being called misleading. So what we all that was then before the Court was our motion with respect to 2013. That didn't mean that 2014 2014 would not have become an audit process till 2015. THE COURT: So, Ms. Naber, why wouldn't following Justice Simon's opinion, why wouldn't he say that reconciliation of '14, '15 and '16 for Korshak and Windows would be part of the settlement agreement, and I should have jurisdiction over that, as I do over the settlement agreement? MS. NABER: As we previously discussed, Your Honor, his opinion clearly said, as of January 1st, 2014, it was a new deal. It was a new promise. It was in that letter. It changed it was going to change the plan
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	time. THE COURT: Well, I'm not doing that. I'm going to adhere to the ruling of Justice Simon and deal with that which I have to deal with up until, as I think he said, December 31st, 2013. That's all they dealt with. MR. KRISLOV: But that's all that was the appeal was only THE COURT: Yes, that's all it dealt with. That's right. MR. KRISLOV: But the reconciliation, when it came back, we moved to reconcile to audit and reconcile with respect to the years that were then timely. The only reason the 2013 was the only issue before the appellate court was that that was the only motion we had made at that time. When it came back at the same time as	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	I don't appreciate being called misleading. So what we all that was then before the Court was our motion with respect to 2013. That didn't mean that 2014 2014 would not have become an audit process till 2015. THE COURT: So, Ms. Naber, why wouldn't following Justice Simon's opinion, why wouldn't he say that reconciliation of '14, '15 and '16 for Korshak and Windows would be part of the settlement agreement, and I should have jurisdiction over that, as I do over the settlement agreement? MS. NABER: As we previously discussed, Your Honor, his opinion clearly said, as of January 1st, 2014, it was a new deal. It was a new promise. It was in that letter. It changed it was going to change the plan THE COURT: But their duties and
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	time. THE COURT: Well, I'm not doing that. I'm going to adhere to the ruling of Justice Simon and deal with that which I have to deal with up until, as I think he said, December 31st, 2013. That's all they dealt with. MR. KRISLOV: But that's all that was the appeal was only THE COURT: Yes, that's all it dealt with. That's right. MR. KRISLOV: But the reconciliation, when it came back, we moved to reconcile to audit and reconcile with respect to the years that were then timely. The only reason the 2013 was the only issue before the appellate court was that that was the only motion we had made at that time. When it came back at the same time as you ordered as the appellate court directed, you	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	I don't appreciate being called misleading. So what we all that was then before the Court was our motion with respect to 2013. That didn't mean that 2014 2014 would not have become an audit process till 2015. THE COURT: So, Ms. Naber, why wouldn't following Justice Simon's opinion, why wouldn't he say that reconciliation of '14, '15 and '16 for Korshak and Windows would be part of the settlement agreement, and I should have jurisdiction over that, as I do over the settlement agreement? MS. NABER: As we previously discussed, Your Honor, his opinion clearly said, as of January 1st, 2014, it was a new deal. It was a new promise. It was in that letter. It changed it was going to change the plan THE COURT: But their duties and obligations pursuant to
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	time. THE COURT: Well, I'm not doing that. I'm going to adhere to the ruling of Justice Simon and deal with that which I have to deal with up until, as I think he said, December 31st, 2013. That's all they dealt with. MR. KRISLOV: But that's all that was the appeal was only THE COURT: Yes, that's all it dealt with. That's right. MR. KRISLOV: But the reconciliation, when it came back, we moved to reconcile to audit and reconcile with respect to the years that were then timely. The only reason the 2013 was the only issue before the appellate court was that that was the only motion we had made at that time. When it came back at the same time as you ordered as the appellate court directed, you ordered them to audit and reconcile. We said that	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	I don't appreciate being called misleading. So what we all that was then before the Court was our motion with respect to 2013. That didn't mean that 2014 2014 would not have become an audit process till 2015. THE COURT: So, Ms. Naber, why wouldn't following Justice Simon's opinion, why wouldn't he say that reconciliation of '14, '15 and '16 for Korshak and Windows would be part of the settlement agreement, and I should have jurisdiction over that, as I do over the settlement agreement? MS. NABER: As we previously discussed, Your Honor, his opinion clearly said, as of January 1st, 2014, it was a new deal. It was a new promise. It was in that letter. It changed it was going to change the plan THE COURT: But their duties and obligations pursuant to MR. KRISLOV: They extended sorry.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	time. THE COURT: Well, I'm not doing that. I'm going to adhere to the ruling of Justice Simon and deal with that which I have to deal with up until, as I think he said, December 31st, 2013. That's all they dealt with. MR. KRISLOV: But that's all that was the appeal was only THE COURT: Yes, that's all it dealt with. That's right. MR. KRISLOV: But the reconciliation, when it came back, we moved to reconcile to audit and reconcile with respect to the years that were then timely. The only reason the 2013 was the only issue before the appellate court was that that was the only motion we had made at that time. When it came back at the same time as you ordered as the appellate court directed, you ordered them to audit and reconcile. We said that includes the obligation to audit and reconcile with	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	I don't appreciate being called misleading. So what we all that was then before the Court was our motion with respect to 2013. That didn't mean that 2014 2014 would not have become an audit process till 2015. THE COURT: So, Ms. Naber, why wouldn't following Justice Simon's opinion, why wouldn't he say that reconciliation of '14, '15 and '16 for Korshak and Windows would be part of the settlement agreement, and I should have jurisdiction over that, as I do over the settlement agreement? MS. NABER: As we previously discussed, Your Honor, his opinion clearly said, as of January 1st, 2014, it was a new deal. It was a new promise. It was in that letter. It changed it was going to change the plan THE COURT: But their duties and obligations pursuant to MR. KRISLOV: They extended sorry. THE COURT: Go ahead, Clint.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	time. THE COURT: Well, I'm not doing that. I'm going to adhere to the ruling of Justice Simon and deal with that which I have to deal with up until, as I think he said, December 31st, 2013. That's all they dealt with. MR. KRISLOV: But that's all that was the appeal was only THE COURT: Yes, that's all it dealt with. That's right. MR. KRISLOV: But the reconciliation, when it came back, we moved to reconcile to audit and reconcile with respect to the years that were then timely. The only reason the 2013 was the only issue before the appellate court was that that was the only motion we had made at that time. When it came back at the same time as you ordered as the appellate court directed, you ordered them to audit and reconcile. We said that includes the obligation to audit and reconcile with respect to other years and people as well.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	I don't appreciate being called misleading. So what we all that was then before the Court was our motion with respect to 2013. That didn't mean that 2014 2014 would not have become an audit process till 2015. THE COURT: So, Ms. Naber, why wouldn't following Justice Simon's opinion, why wouldn't he say that reconciliation of '14, '15 and '16 for Korshak and Windows would be part of the settlement agreement, and I should have jurisdiction over that, as I do over the settlement agreement? MS. NABER: As we previously discussed, Your Honor, his opinion clearly said, as of January 1st, 2014, it was a new deal. It was a new promise. It was in that letter. It changed it was going to change the plan THE COURT: But their duties and obligations pursuant to MR. KRISLOV: They extended sorry. THE COURT: Go ahead, Clint. MR. KRISLOV: They extended their old
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	time. THE COURT: Well, I'm not doing that. I'm going to adhere to the ruling of Justice Simon and deal with that which I have to deal with up until, as I think he said, December 31st, 2013. That's all they dealt with. MR. KRISLOV: But that's all that was the appeal was only THE COURT: Yes, that's all it dealt with. That's right. MR. KRISLOV: But the reconciliation, when it came back, we moved to reconcile to audit and reconcile with respect to the years that were then timely. The only reason the 2013 was the only issue before the appellate court was that that was the only motion we had made at that time. When it came back at the same time as you ordered as the appellate court directed, you ordered them to audit and reconcile. We said that includes the obligation to audit and reconcile with	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	I don't appreciate being called misleading. So what we all that was then before the Court was our motion with respect to 2013. That didn't mean that 2014 2014 would not have become an audit process till 2015. THE COURT: So, Ms. Naber, why wouldn't following Justice Simon's opinion, why wouldn't he say that reconciliation of '14, '15 and '16 for Korshak and Windows would be part of the settlement agreement, and I should have jurisdiction over that, as I do over the settlement agreement? MS. NABER: As we previously discussed, Your Honor, his opinion clearly said, as of January 1st, 2014, it was a new deal. It was a new promise. It was in that letter. It changed it was going to change the plan THE COURT: But their duties and obligations pursuant to MR. KRISLOV: They extended sorry. THE COURT: Go ahead, Clint.

25 (Pages 94 to 97)

	Page 98		Page 100
1	THE COURT: For Windows and Korshak.	1	this one.
2	MR. PRENDERGAST: Not past	2	THE COURT: Yes, sir.
3	MR. KRISLOV: For everybody. Because	3	MR. KRISLOV: Number one, they're
4	everybody the other people were included in that	4	going to say down the road, "Krislov, you're not
5	letter.	5	certified for anybody except for the Korshak and
6	THE COURT: Paragraph one?	6	Windows and so (a) you have no authority to speak for
7	MR. PRENDERGAST: Your Honor, I think	7	them; and (b), as Mr. Donham will say, because he
8	the Court's opinion was clear. What was before the	8	said in the other case, you're not certified as class
9	Court was whether or not they extended the	9	counsel. We get to the merits all being decided, and
10	reconciliation to the end of 2013. That's what the	10	then you want to get a fee, you can't get it, because
11	Court held.	11	you're not you don't have the absent class members
12	THE COURT: Yes, that's true.	12	here, so you don't get paid anything."
13	MR. PRENDERGAST: They weren't talking	13	And that's exactly what he and the
14	about '14, '15 and '16	14	other Fund maintain they're thinking.
15	MR. KRISLOV: They weren't.	15	THE COURT: Well, we'll wait to see
16	THE COURT: Everyone agrees they	16	what he says about that, Clint.
17	weren't. But the question is why would it be	17	But I'm well aware, and the record
18	unreasonable to project from that decision that they	18	will demonstrate clearly, that all these issues are
19	would find that '14, '15 and '16 would be included as	19	being held in abeyance because of the appeals, all
20	well for Windows and Korshak, since it was part of	20	of
21	the original settlement agreement, and it's part of	21	MR. KRISLOV: Right.
22	the original plan?	22	THE COURT: Let me finish.
23	And that's what they talked about,	23	All of which are being taken to
24	rather, that it was part of the plan. And the plan	24	intellectual honesty, and because that's what should
	Page 99		Page 101
1	didn't end on December 31st, 2013, for purposes of	1	be done, your point of view.
2	your obligations that arose.	2	It doesn't mean that and it's also
2 3	MR. PRENDERGAST: The obligations that		It doesn't mean that and it's also
	· ·		It doesn't mean that and it's also clear that if the appeals were not going on, I would
3	MR. PRENDERGAST: The obligations that	3	It doesn't mean that and it's also clear that if the appeals were not going on, I would have ruled on class certification and was prepared to
3 4	MR. PRENDERGAST: The obligations that arose after 2013 were those that the City voluntarily	3 4	It doesn't mean that and it's also clear that if the appeals were not going on, I would
3 4 5	MR. PRENDERGAST: The obligations that arose after 2013 were those that the City voluntarily undertook	3 4 5	It doesn't mean that and it's also clear that if the appeals were not going on, I would have ruled on class certification and was prepared to rule if there had been no appeal.
3 4 5 6	MR. PRENDERGAST: The obligations that arose after 2013 were those that the City voluntarily undertook THE COURT: Sure. MR. PRENDERGAST: by virtue of the 2013 amendment.	3 4 5 6	It doesn't mean that and it's also clear that if the appeals were not going on, I would have ruled on class certification and was prepared to rule if there had been no appeal. So there you are. The records stands
3 4 5 6 7	MR. PRENDERGAST: The obligations that arose after 2013 were those that the City voluntarily undertook THE COURT: Sure. MR. PRENDERGAST: by virtue of the	3 4 5 6 7	It doesn't mean that and it's also clear that if the appeals were not going on, I would have ruled on class certification and was prepared to rule if there had been no appeal. So there you are. The records stands pretty pristine with regard to that and with regard
3 4 5 6 7 8	MR. PRENDERGAST: The obligations that arose after 2013 were those that the City voluntarily undertook THE COURT: Sure. MR. PRENDERGAST: by virtue of the 2013 amendment.	3 4 5 6 7 8	It doesn't mean that and it's also clear that if the appeals were not going on, I would have ruled on class certification and was prepared to rule if there had been no appeal. So there you are. The records stands pretty pristine with regard to that and with regard to what you're arguing.
3 4 5 6 7 8 9 10 11	MR. PRENDERGAST: The obligations that arose after 2013 were those that the City voluntarily undertook THE COURT: Sure. MR. PRENDERGAST: by virtue of the 2013 amendment. THE COURT: So your point is that that should be the subject of a new lawsuit? MR. PRENDERGAST: Well, of course.	3 4 5 6 7 8 9 10 11	It doesn't mean that and it's also clear that if the appeals were not going on, I would have ruled on class certification and was prepared to rule if there had been no appeal. So there you are. The records stands pretty pristine with regard to that and with regard to what you're arguing. So I don't think you're prejudiced thereby. MR. PRENDERGAST: I think rearguing is
3 4 5 6 7 8 9 10 11 12	MR. PRENDERGAST: The obligations that arose after 2013 were those that the City voluntarily undertook THE COURT: Sure. MR. PRENDERGAST: by virtue of the 2013 amendment. THE COURT: So your point is that that should be the subject of a new lawsuit? MR. PRENDERGAST: Well, of course. It doesn't say anything about	3 4 5 7 8 9 10 11 12	It doesn't mean that and it's also clear that if the appeals were not going on, I would have ruled on class certification and was prepared to rule if there had been no appeal. So there you are. The records stands pretty pristine with regard to that and with regard to what you're arguing. So I don't think you're prejudiced thereby. MR. PRENDERGAST: I think rearguing is the word, because we've been through this
3 4 5 6 7 8 9 10 11 12 13	MR. PRENDERGAST: The obligations that arose after 2013 were those that the City voluntarily undertook THE COURT: Sure. MR. PRENDERGAST: by virtue of the 2013 amendment. THE COURT: So your point is that that should be the subject of a new lawsuit? MR. PRENDERGAST: Well, of course. It doesn't say anything about reconciliation, and it doesn't say anything about	3 4 5 6 7 8 9 10 11 12 13	It doesn't mean that and it's also clear that if the appeals were not going on, I would have ruled on class certification and was prepared to rule if there had been no appeal. So there you are. The records stands pretty pristine with regard to that and with regard to what you're arguing. So I don't think you're prejudiced thereby. MR. PRENDERGAST: I think rearguing is the word, because we've been through this THE COURT: Yes, that's right.
3 4 5 6 7 8 9 10 11 12 13 14	MR. PRENDERGAST: The obligations that arose after 2013 were those that the City voluntarily undertook THE COURT: Sure. MR. PRENDERGAST: by virtue of the 2013 amendment. THE COURT: So your point is that that should be the subject of a new lawsuit? MR. PRENDERGAST: Well, of course. It doesn't say anything about reconciliation, and it doesn't say anything about extending the 2008 reconciliation agreement ad	3 4 5 6 7 8 9 10 11 12 13 14	It doesn't mean that and it's also clear that if the appeals were not going on, I would have ruled on class certification and was prepared to rule if there had been no appeal. So there you are. The records stands pretty pristine with regard to that and with regard to what you're arguing. So I don't think you're prejudiced thereby. MR. PRENDERGAST: I think rearguing is the word, because we've been through this THE COURT: Yes, that's right. MR. KRISLOV: The other part of that
3 4 5 6 7 8 9 10 11 12 13 14 15	MR. PRENDERGAST: The obligations that arose after 2013 were those that the City voluntarily undertook THE COURT: Sure. MR. PRENDERGAST: by virtue of the 2013 amendment. THE COURT: So your point is that that should be the subject of a new lawsuit? MR. PRENDERGAST: Well, of course. It doesn't say anything about reconciliation, and it doesn't say anything about extending the 2008 reconciliation agreement ad infinitum.	3 4 5 6 7 8 9 10 11 12 13 14 15	It doesn't mean that and it's also clear that if the appeals were not going on, I would have ruled on class certification and was prepared to rule if there had been no appeal. So there you are. The records stands pretty pristine with regard to that and with regard to what you're arguing. So I don't think you're prejudiced thereby. MR. PRENDERGAST: I think rearguing is the word, because we've been through this THE COURT: Yes, that's right. MR. KRISLOV: The other part of that is, we will amend we'll file a new complaint, and
3 4 5 6 7 8 9 10 11 12 13 14 15 16	MR. PRENDERGAST: The obligations that arose after 2013 were those that the City voluntarily undertook THE COURT: Sure. MR. PRENDERGAST: by virtue of the 2013 amendment. THE COURT: So your point is that that should be the subject of a new lawsuit? MR. PRENDERGAST: Well, of course. It doesn't say anything about reconciliation, and it doesn't say anything about extending the 2008 reconciliation agreement ad infinitum. THE COURT: Okay. And, yet, you are	3 4 5 7 8 9 10 11 12 13 14 15 16	It doesn't mean that and it's also clear that if the appeals were not going on, I would have ruled on class certification and was prepared to rule if there had been no appeal. So there you are. The records stands pretty pristine with regard to that and with regard to what you're arguing. So I don't think you're prejudiced thereby. MR. PRENDERGAST: I think rearguing is the word, because we've been through this THE COURT: Yes, that's right. MR. KRISLOV: The other part of that is, we will amend we'll file a new complaint, and I guess we'll go from there.
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	MR. PRENDERGAST: The obligations that arose after 2013 were those that the City voluntarily undertook THE COURT: Sure. MR. PRENDERGAST: by virtue of the 2013 amendment. THE COURT: So your point is that that should be the subject of a new lawsuit? MR. PRENDERGAST: Well, of course. It doesn't say anything about reconciliation, and it doesn't say anything about extending the 2008 reconciliation agreement ad infinitum. THE COURT: Okay. And, yet, you are doing a reconciliation for Windows and Korshak	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	It doesn't mean that and it's also clear that if the appeals were not going on, I would have ruled on class certification and was prepared to rule if there had been no appeal. So there you are. The records stands pretty pristine with regard to that and with regard to what you're arguing. So I don't think you're prejudiced thereby. MR. PRENDERGAST: I think rearguing is the word, because we've been through this THE COURT: Yes, that's right. MR. KRISLOV: The other part of that is, we will amend we'll file a new complaint, and I guess we'll go from there. THE COURT: Okay.
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	MR. PRENDERGAST: The obligations that arose after 2013 were those that the City voluntarily undertook THE COURT: Sure. MR. PRENDERGAST: by virtue of the 2013 amendment. THE COURT: So your point is that that should be the subject of a new lawsuit? MR. PRENDERGAST: Well, of course. It doesn't say anything about reconciliation, and it doesn't say anything about extending the 2008 reconciliation agreement ad infinitum. THE COURT: Okay. And, yet, you are doing a reconciliation for Windows and Korshak for '14, '15, and '16, and you have undertaken that	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	It doesn't mean that and it's also clear that if the appeals were not going on, I would have ruled on class certification and was prepared to rule if there had been no appeal. So there you are. The records stands pretty pristine with regard to that and with regard to what you're arguing. So I don't think you're prejudiced thereby. MR. PRENDERGAST: I think rearguing is the word, because we've been through this THE COURT: Yes, that's right. MR. KRISLOV: The other part of that is, we will amend we'll file a new complaint, and I guess we'll go from there. THE COURT: Okay. MR. KRISLOV: The reason that I resist
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	MR. PRENDERGAST: The obligations that arose after 2013 were those that the City voluntarily undertook THE COURT: Sure. MR. PRENDERGAST: by virtue of the 2013 amendment. THE COURT: So your point is that that should be the subject of a new lawsuit? MR. PRENDERGAST: Well, of course. It doesn't say anything about reconciliation, and it doesn't say anything about extending the 2008 reconciliation agreement ad infinitum. THE COURT: Okay. And, yet, you are doing a reconciliation for Windows and Korshak for '14, '15, and '16, and you have undertaken that obligation.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	It doesn't mean that and it's also clear that if the appeals were not going on, I would have ruled on class certification and was prepared to rule if there had been no appeal. So there you are. The records stands pretty pristine with regard to that and with regard to what you're arguing. So I don't think you're prejudiced thereby. MR. PRENDERGAST: I think rearguing is the word, because we've been through this THE COURT: Yes, that's right. MR. KRISLOV: The other part of that is, we will amend we'll file a new complaint, and I guess we'll go from there. THE COURT: Okay. MR. KRISLOV: The reason that I resist that is because we have to then pull everything of
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	MR. PRENDERGAST: The obligations that arose after 2013 were those that the City voluntarily undertook THE COURT: Sure. MR. PRENDERGAST: by virtue of the 2013 amendment. THE COURT: So your point is that that should be the subject of a new lawsuit? MR. PRENDERGAST: Well, of course. It doesn't say anything about reconciliation, and it doesn't say anything about extending the 2008 reconciliation agreement ad infinitum. THE COURT: Okay. And, yet, you are doing a reconciliation for Windows and Korshak for '14, '15, and '16, and you have undertaken that obligation. MR. PRENDERGAST: Right. Because no	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	It doesn't mean that and it's also clear that if the appeals were not going on, I would have ruled on class certification and was prepared to rule if there had been no appeal. So there you are. The records stands pretty pristine with regard to that and with regard to what you're arguing. So I don't think you're prejudiced thereby. MR. PRENDERGAST: I think rearguing is the word, because we've been through this THE COURT: Yes, that's right. MR. KRISLOV: The other part of that is, we will amend we'll file a new complaint, and I guess we'll go from there. THE COURT: Okay. MR. KRISLOV: The reason that I resist that is because we have to then pull everything of Korshak and Underwood
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	MR. PRENDERGAST: The obligations that arose after 2013 were those that the City voluntarily undertook THE COURT: Sure. MR. PRENDERGAST: by virtue of the 2013 amendment. THE COURT: So your point is that that should be the subject of a new lawsuit? MR. PRENDERGAST: Well, of course. It doesn't say anything about reconciliation, and it doesn't say anything about extending the 2008 reconciliation agreement ad infinitum. THE COURT: Okay. And, yet, you are doing a reconciliation for Windows and Korshak for '14, '15, and '16, and you have undertaken that obligation. MR. PRENDERGAST: Right. Because no good act goes unpunished.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	It doesn't mean that and it's also clear that if the appeals were not going on, I would have ruled on class certification and was prepared to rule if there had been no appeal. So there you are. The records stands pretty pristine with regard to that and with regard to what you're arguing. So I don't think you're prejudiced thereby. MR. PRENDERGAST: I think rearguing is the word, because we've been through this THE COURT: Yes, that's right. MR. KRISLOV: The other part of that is, we will amend we'll file a new complaint, and I guess we'll go from there. THE COURT: Okay. MR. KRISLOV: The reason that I resist that is because we have to then pull everything of Korshak and Underwood THE COURT: Do what you got to do. Do
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	MR. PRENDERGAST: The obligations that arose after 2013 were those that the City voluntarily undertook THE COURT: Sure. MR. PRENDERGAST: by virtue of the 2013 amendment. THE COURT: So your point is that that should be the subject of a new lawsuit? MR. PRENDERGAST: Well, of course. It doesn't say anything about reconciliation, and it doesn't say anything about extending the 2008 reconciliation agreement ad infinitum. THE COURT: Okay. And, yet, you are doing a reconciliation for Windows and Korshak for '14, '15, and '16, and you have undertaken that obligation. MR. PRENDERGAST: Right. Because no good act goes unpunished. THE COURT: Well, that's true. For	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	It doesn't mean that and it's also clear that if the appeals were not going on, I would have ruled on class certification and was prepared to rule if there had been no appeal. So there you are. The records stands pretty pristine with regard to that and with regard to what you're arguing. So I don't think you're prejudiced thereby. MR. PRENDERGAST: I think rearguing is the word, because we've been through this THE COURT: Yes, that's right. MR. KRISLOV: The other part of that is, we will amend we'll file a new complaint, and I guess we'll go from there. THE COURT: Okay. MR. KRISLOV: The reason that I resist that is because we have to then pull everything of Korshak and Underwood THE COURT: Do what you got to do. Do what you want to do. Resist any way you want.
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	MR. PRENDERGAST: The obligations that arose after 2013 were those that the City voluntarily undertook THE COURT: Sure. MR. PRENDERGAST: by virtue of the 2013 amendment. THE COURT: So your point is that that should be the subject of a new lawsuit? MR. PRENDERGAST: Well, of course. It doesn't say anything about reconciliation, and it doesn't say anything about extending the 2008 reconciliation agreement ad infinitum. THE COURT: Okay. And, yet, you are doing a reconciliation for Windows and Korshak for '14, '15, and '16, and you have undertaken that obligation. MR. PRENDERGAST: Right. Because no good act goes unpunished.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	It doesn't mean that and it's also clear that if the appeals were not going on, I would have ruled on class certification and was prepared to rule if there had been no appeal. So there you are. The records stands pretty pristine with regard to that and with regard to what you're arguing. So I don't think you're prejudiced thereby. MR. PRENDERGAST: I think rearguing is the word, because we've been through this THE COURT: Yes, that's right. MR. KRISLOV: The other part of that is, we will amend we'll file a new complaint, and I guess we'll go from there. THE COURT: Okay. MR. KRISLOV: The reason that I resist that is because we have to then pull everything of Korshak and Underwood THE COURT: Do what you got to do. Do

26 (Pages 98 to 101)

	Page 102		Page 104
1	But when this	1	open, but I will fill it with this case if you wish.
2	THE COURT: If someone brings me a	2	If not, choose another date.
3	complaint asking to amend Korshak when there's been a	3	MR. KRISLOV: Our petition for leave
4	prior ruling	4	to appeal is due on the 7th of September.
5	MR. KRISLOV: We'll file a new	5	THE COURT: What date would you like
6	complaint.	6	to return?
7	THE COURT: dismissing it with	7	MR. KRISLOV: I guess the 12th is
8	prejudice, you're amending something that doesn't	8	fine.
9	exist.	9	MR. PRENDERGAST: Your Honor, a little
10	One million times zero is still zero.	10	later in the week just because
11	And that's the way it is. You do what you want to	11	THE COURT: What date would you like?
12	do. I'm not trying to tell you what to do. I'm just	12	MR. PRENDERGAST: The 13th or
13	telling you what the story is.	13	14th would be fine.
14	MR. KRISLOV: We'll file a new	14	THE COURT: Okay.
15	complaint. We'll deal with that. But the	15	MR. KRISLOV: Then maybe we can do the
16	reconciliation that they say they're doing	16	8th.
17	voluntarily, the fact of the matter is, they're	17	MR. PRENDERGAST: No, I can't do it
18	trying to do it because they don't want to have to	18	the 8th. I can't do it earlier than that in
19	pay anybody any fees.	19	September. That's why I asked for a couple days
20	They want to say	20	later.
21	THE COURT: We'll talk about your fees	21	MR. KRISLOV: Okay. And we have to do
22	later. Right now, I'm more concerned about making	22	an order for today.
23	sure that everyone knows what their benefits are,	23	THE COURT: Sir, keep your eye on the
24	who's going to pay for them, and that they're going	24	ball that's in front of you. 13 or 14?
	Page 103		Page 105
1	to be covered.	1	MR. KRISLOV: I have no I don't
2	Fees we'll talk about at another	2	care. Pick one. Take the 14th. It's not the
3	point, because the lawyers' fees should not be the	3	13th.
4	end all of the existence of a case.	4	THE COURT: 9-14 at 10:30.
5	MR. KRISLOV: They're not, as I think	5	MR. PRENDERGAST: Thank you, Your
б	I have demonstrated	6	Honor.
7	THE COURT: And it's clear that you	7	THE COURT: You wanted to talk you
8	have demonstrated that.	8	do have to prepare an order for today. Why don't you
9	So what's our next date? Two weeks	9	trade orders the transcript speaks for itself, but
10	for you to come up with a schedule? You want to come	10	I've denied it over your objection, the
11	in the week after Labor Day?	11	jurisdictional issue, and I've denied the other one
12	MR. KRISLOV: The week after Labor day	12	as well, the motion for class certification.
13	I think I will have to do, because I cannot come in	13	You did get your report from the
14	in two weeks.	14	unions with regard to
15	THE COURT: All right. Very good. So	15	MR. KRISLOV: No, Pension Funds, not
16	this is just for the purposes of a schedule for	16	the unions.
17	reconciliation for '14, '15 and '16, Class 1 and 2,	17	THE COURT: The Funds, I'm sorry, with
18	and that's that.	18	regard to 2018. And there you are.
19	MR. D. KUGLER: What date was that?	19	MR. PRENDERGAST: Thank you, Your
20	THE COURT: I didn't make a date. How	20	Honor.
21	about September 11th?	21	THE COURT: All right.
22	MR. KRISLOV: I think we'll pick	22	(Proceedings concluded at 11:53 a.m.,
23	another day. THE COURT: As you wish. I keep it	23	August 9, 2017.)
24		24	

27 (Pages 102 to 105)

	Page 106	
1	REPORTER'S CERTIFICATE	
2		
3	I, JERRI ESTELLE, CSR, RPR, doing	
4	business in the City of Chicago, State of Illinois,	
5	do hereby certify that I reported in computerized	
6 7	shorthand the foregoing examination as appears from my stenographic notes.	
8	I further certify that the foregoing	
9	is a true and accurate transcription of my shorthand	
10	notes and contains all the testimony had at said	
11	examination.	
12	IN WITNESS WHEREOF, I hereunto set my	
13 14	hand as Certified Shorthand Reporter in and for the State of Illinois on August 15, 2017.	
15		
16	hand as Certified Shorthand Reporter in and for the State of Illinois on August 15, 2017.	
	Jerri Estelle, CSR, RPR	
17 18	License Number: 084-003284	
10		
20	OC 9/1, 3	
21		
22		
23 24		
21		
	9	
	J.	

28 (Page 106)