

EXHIBIT 13

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

CITY OF CHICAGO, a municipal corporation,)
Plaintiff-Counterdefendant,)

v.)

MARSHALL KORSHAK, et al,)
Defendants-Counterplaintiffs.)

No. 01 CH 4962
Calendar 5

FINAL JUDGMENT

This matter comes before this Court on the request of Class Counsel for the Korshak and Window Classes for attorney fees and costs. This Court having reviewed Participant Class Counsel's Petition for Attorney Fees, the Exhibits attached thereto, the Memorandum in Support of the Petition and the Stipulation Regarding Attorney Fees, finds that based on the time expended by Participant Class Counsel and the result obtained for the Class Members, the amount of attorney fees and costs agreed upon between Participant Class Counsel and Counsel for the City of Chicago is fair and reasonable.

IT IS HEREBY ORDERED that:

1. Judgment regarding attorney fees and costs is entered against the City of Chicago in favor of Krislov & Associates, Ltd. as follows: The City of Chicago shall pay reasonable attorney fees and/or costs incurred in the representation of the members of the Korshak and Window Classes in this matter or any other action, involving the claims for annuitant healthcare, to Krislov & Associates, Ltd., in the amount of \$2,400,000.00, which the City is to pay in three annual installments of \$800,000.00 each, without interest. The first installment is to be paid within 45 days of July 31, 2003, the second installment is to be paid within thirty days of January 8, 2004, and the third installment is to be paid within thirty days of January 9, 2005; and

2. This Court having approved the Class Action Settlement Agreement for all of the reasons stated in its June 16, 2003 Opinion and Memorandum, as amended, and the issue of attorney fees and costs now being determined as provided in Paragraph 1, above, the entry of this Judgment concludes the proceedings before this Court and Constitutes a final judgment, with the Court retaining jurisdiction of this matter only as specifically set forth in the Class Action Settlement Agreement as approved by this Court on June 26, 2003.

ENTERED

Deborah Mary Dooling
Circuit Court Judge
Chancery Division

AUG 27 2003

JUDGE DEBORAH MARY DOOLING-1591

August 27, 2003

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2013-CH-17450
PAGE 2 of 16

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

CITY OF CHICAGO, a municipal corporation,)	
)	
Plaintiff-Counterdefendant,)	
)	
vs.)	No. 01 CH 4962
)	Calendar 12
MARSHALL KORSHAK, et al,)	
)	
Defendants-Counterplaintiffs,)	Hon. Lester D. Foreman,
)	Judge Presiding.
and)	
)	
MARTIN RYAN, et al.,)	
)	
Intervening-Plaintiffs.)	

SETTLEMENT AGREEMENT

The Parties to this Settlement Agreement (“Agreement”) are: Plaintiff-Counterdefendant, the City of Chicago (“the City”); Defendants-Counterplaintiffs, Retirement Board of the Policemen’s Annuity and Benefit Fund of Chicago, the Retirement Board of the Municipal Employees’, Officers’ and Officials’ Annuity and Benefit Fund of Chicago, the Retirement Board of the Firemen’s Annuity and Benefit Fund of Chicago, and the Retirement Board of the Laborers’ and Retirement Board Employees’ Annuity and Benefit Fund of Chicago (collectively, “the Funds”); and certain intervenor annuitants, certified as representatives of the class of the Funds’ annuitants who retired prior to December 31, 1987 (the “Korshak Class”), and seeking to be further certified for the Funds’ annuitants who retired after December 31, 1987, but before August 23, 1989 (the “Window Class”).

I. INTRODUCTION

The Action, City of Chicago v. Korshak, No. 01 CH 4962 (formerly No. 87 CH 10134), is currently pending in the Circuit Court of Cook County Illinois, Chancery Division. The

ELECTRONICALLY FILED
1/13/2016 4:07 PM
2013-CH-17450
PAGE 3 of 16

Action involves the issue as to whether the City has an obligation to provide health benefits to the Funds' annuitants and who is responsible for the cost of such benefits.

The Funds contend that the City is required to provide a health care plan and to contribute to the annuitants' health benefits. The City maintains that it is not obliged to provide annuitant health benefits. The Korshak and Window Classes allege that they are entitled to health benefits for life, which are to be subsidized by the Funds.

The Parties have participated in settlement discussions in an effort to resolve the controversy and provide continued health care benefits for current and future annuitants of the Funds. On April 4, 2003, the Parties reached a proposed settlement, which is described in this Settlement Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreement set forth herein and subject to the approval of this Court, it is hereby agreed as follows:

II. DEFINITIONS

A. "The Action" refers to City of Chicago v. Korshak, No. 01 CH 4962 (formerly Case No. 87 CH 10134), pending in the Circuit Court of Cook County, Illinois, Chancery Division.

B. The "Claims Administrator" is the organization(s) engaged by the City to perform the tasks of administering the Settlement Healthcare Plans, including but not limited to, contracting with hospitals and medical professionals, processing claims and making payments thereon.

C. The "Court" refers to the Circuit Court of Cook County, Illinois.

D. The term "Defined Costs" used in this Agreement shall mean the following:

1. **For Physician Services:** The actual amount paid by the Claims

Administrator to a provider for physician services. This is net of any provider contract discounts, patient's co-payments and deductibles, other insurance (such as Medicare) or ineligible amounts. It includes administrative costs and case management fees.

2. **For Hospitals and Other Providers:** The amount billed by a provider for

hospital services, net of any hospital discounts, and less all ineligible amounts, other insurance payments and the patient's co-payments and deductible. It includes administrative costs, access fees and utilization review and case management fees.

3. **For Prescriptions:** The amounts paid by the Pharmacy Benefits Manager

for Class Members' prescription medications, net of the patients' co-payments and deductible, and net of any applicable discounts from the published AWP (Average Wholesale Price). It includes the fees paid to pharmacies for dispensing the prescriptions and administrative charges paid to the Pharmacy Benefits Manager.

E. **"Future Annuitant"** is a person who becomes eligible for and receives an age and

service annuity after the effective date of this Settlement Agreement, and before July 1, 2013, based on Years of City Service without regard for reciprocal service with another agency or unit of government.

F. **"Notice"** refers to the **"Notice of Proposed Class Action Settlement"** attached

hereto as Exhibit A.

G. **"Pharmacy Benefits Manager"** ("PBM"), is the organization(s) engaged by the

City to perform the tasks of administering the pharmacy benefits of the Settlement Healthcare Plans, including, but not limited to, contracting with a network of retail pharmacies and one or

more mail order pharmacies, processing prescription claims, making payments thereon, providing rebates and other contractual allowances to the Settlement Healthcare Plans.

H. The "Settlement Class" or "Class Members" consists of: all current annuitants of the Funds, who are receiving an annuity based on City Service and who are enrolled in City healthcare plans, and their eligible dependents; and all current and former City employees who will become one of the Funds' Future Annuitants on or before June 30, 2013, and their eligible dependents.

I. The "Settlement Healthcare Plans" are the Settlement Healthcare Plan for Medicare Eligible Class Members and the Settlement Healthcare Plan for Medicare Ineligible Class Members. The Settlement Healthcare Plans will be established in a complete Plan Document(s), the highlights of which are summarized in Exhibit B to this Agreement.

J. The "Settlement Period" is the period of time that begins on July 1, 2003 or on the date of the Final Approval by the Court of this Settlement Agreement, whichever is later, and ends at midnight June 30, 2013. In the event of an appeal from the Court's Final Approval, the Parties agree that this Agreement will take effect and remain in effect while the appeal is pending.

K. "Years of City Service" means years of actual employment with the City, for which pension service credit is also recognized, without regard for reciprocal service with another agency or unit of government. This City Service need not be continuous.

III. SUBMISSION OF AGREEMENT FOR PRELIMINARY APPROVAL AND ORDER

Subsequent to the execution of this Settlement Agreement, counsel for the Parties will submit the Settlement Agreement and the proposed Notice (attached hereto as Exhibit A) to the

judge of the Circuit Court of Cook County, Illinois assigned to this matter, and will request an Order:

- A. Preliminarily approving this Settlement Agreement;
- B. Certifying the Action as a class action on behalf of the Settlement Class for settlement purposes only, with two subclasses consisting of the Korshak Class and the Window Class, who are represented by Krislov & Associates, Ltd.;
- C. Approving the proposed Notice and directing that, within 14 days of the Order: the City will cause the Notice to be sent to every potential Class Member who is a former City employee, and not an annuitant, by first class mail where records are available, and by publication, and to be directly distributed to current employees; and the Funds will cause the Notice to be mailed, by first class mail, to each of their annuitants;
- D. Scheduling a hearing to determine the reasonableness, adequacy, and fairness of the Proposed Settlement and whether it should be approved by the Court;
- E. Providing that any Class Member may exclude himself/herself from the Class and the Action in the manner and with the consequences described in the Notice and providing that all requests for exclusion must be received by the Court no later than 21 days after the date of the Notice;
- F. Providing that any Class Member who objects to the approval of this Settlement Agreement and show cause why the settlement proposed by this Agreement should not be approved as fair, reasonable and adequate and why a judgment should not be entered thereon, and providing, further, that any Class Member who wishes to object or who requests to appear at the hearing must notify the Court and the attorneys for the Parties to this Agreement of his/her objection, the basis for his/her objection, state whether he/she is requesting to appear at the

hearing, provide such further information as is more fully described in the objection, such notice to be postmarked no later than May 22, 2003;

G. Providing that no person will be entitled to contest the approval of the terms and conditions of this Settlement Agreement or the judgment to be entered thereon except by filing and serving written objections in accordance with the provisions of subparagraph F, above, and that any Class Member who fails to exclude himself/herself from the Class in accordance with subparagraph E above or who fails to object in the manner prescribed in subparagraph F above shall be deemed to have waived, and shall be foreclosed forever from raising objections to the settlement or from asserting any claims arising out of, related to, or based in whole or in part on any of the facts or matters alleged, or which could have been alleged or which were otherwise at issue in this Action.IV. **TERMS OF THE AGREEMENT**

A. The City will make healthcare coverage available to all Class Members during the Settlement Period and the City will pay at least:

- 55% of the Defined Costs of that coverage for all Class Members: (1) who are annuitants of the Funds based on City Service as of the effective date of this Settlement Agreement, and their eligible dependents; or (2) who become Future Annuitants on or before June 30, 2005, and their eligible dependents.
- 50% of the Defined Costs of that coverage for all Class Members who become Future Annuitants after June 30, 2005, and before June 30, 2013, and who have 20 or more Years of City Service, and their eligible dependents.
- 45% of the aggregate Defined Costs of that coverage, for all Class Members who become Future Annuitants after June 30, 2005, and before June 30, 2013, and who have 15 to 19 Years of City Service, and their eligible dependents.
- 40% of the aggregate Defined Costs of that coverage for all Class Members who become Future Annuitants after June 30, 2005, and before June 30, 2013, and who have 10 to 14 Years of City Service, and their eligible dependents.
- 0% of the aggregate Defined Costs of that coverage for all Class Members who leave the employ of the City after June 30, 2005, and before June 30, 2013, and who have less than

10 Years of City Service. These persons may participate in the City's Settlement Healthcare Plans, but at their own cost.

B. The Settlement Healthcare Plans will replace all current annuitant healthcare plans.

C. A summary of the benefits of the Settlement Healthcare Plans is set forth in Exhibit B to this Agreement. Exhibit B is incorporated into and made an integral part of this Agreement. However, the Settlement Healthcare Plans will be established in complete Plan Documents.

D. During the Settlement Period, a qualified independent actuary will be engaged by, and paid by, the City and the Funds to estimate the aggregate Defined Costs of Settlement Healthcare Plan claims for the next year, based upon the records of the Claims Administrator and, for each Settlement Healthcare Plan offered by the City, to determine the contribution to be made by the City and the contributions/rates to be paid by the Class Members for the year. The City, based upon the determination of the independent actuary, shall set the monthly amounts to be paid by participating Class Members according to the following method: (1) an estimated average unit cost per plan will be derived from the actuary's estimate of Defined Cost; (2) the City's share will be calculated for the estimated unit cost and subtracted from each unit cost; (3) the applicable Pension Funds' subsidy per annuitant will be deducted from the remainder of the unit cost; and (4) the balance will be the amount payable by the annuitant. The Funds shall pay to the City, on behalf of each annuitant enrolled in the Settlement Healthcare Plans, the subsidy amount established by statute.

E. Under the procedures set forth in Executive Order 89-4 and the City's annual Classification and Pay Plan, the City Benefits Manager will make initial determinations with regard to eligibility and disputed claims. The City Benefits Committee will handle any appeals by annuitants regarding the denial of eligibility or denial of any claims filed under the Settlement Healthcare Plans and additional plans which may exist.

F. The City shall advise the Funds and Krislov & Associates, Ltd. of any proposed contribution/rates increase at least 75 days prior to the effective date of the increase.

G. During the Settlement Period, the City may not amend or terminate the Settlement Healthcare Plans except as follows:

1. The City may terminate or amend the Settlement Healthcare Plans or make reasonable plan design changes in response to material changes in federal or state law under circumstances which include, but are not limited to, the following: if changes or termination were mandated by law; if the City's coverage were duplicative of other coverage; or if the changes brought about by state or federal law made the City's benefits unduly expensive.

2. The City will not terminate or amend the Settlement Healthcare Plans for reasons other than changes in federal or state law, as described above, for those Class Members who retired prior to August 23, 1989.

3. The City's right to amend the Settlement Healthcare Plans for reasons other than changes in federal or state law for remaining Class Members, is subject to the following restrictions:

(a) The City will make no plan design changes which do not arise out of changes in law for a period of 5 years from July 1, 2003.

(b) After July 1, 2008, the City may make changes to the design of the Settlement Healthcare Plans only with the approval of a majority of the members of a commission, the Retiree Health Benefits Commission ("RHBC"), impaneled by the City to consider proposed plan design changes. The RHBC will consist of experts who will be objective and fair-minded as to the interests of both retirees and taxpayers. The RHBC will also consist of a representative of the City of

Chicago and a representative of the Funds. The City may seek approval of the RHBC to make plan design changes solely under the following circumstances:

- (i) in response to material changes in medicine or technology;
- (ii) in response to court rulings or the settlement of other litigation;
- (iii) in response to material changes in the structure or methods by which health benefits are contracted for or provided;
- (iv) in response to material changes in market or economic conditions that would render the provision of any benefit unreasonably expensive under the circumstances.

(c) The RHBC will independently review the City's proposed amendments to the Settlement Healthcare Plans and will make recommendations as to the City's proposal. The RHBC must take into account industry trends and market conditions existing at the time of its recommendations. The decisions of the RHBC shall not be unreasonable or arbitrary and the actions of the City pursuant to decisions of the RHBC shall not be unreasonable or arbitrary.

4. In appointing members of the RHBC, the City is required to choose professionals from one or more of the following categories: health benefits professionals; actuarial and/or benefit consulting professionals; officers or principals responsible for benefits in business; professors or research academics; former officials of health insurance companies; leaders of civic organizations or retiree groups; professionals experienced in municipal finance. The City also will appoint a representative for the City. In addition, each Fund may recommend one person to sit on the RHBC and the

City will select one of the four recommendations to be appointed to the RHBC as the Funds' representative.

5. Other than for the City and Funds' representatives, the following guidelines apply to the selection of the other members of RHBC:

- (a) Members or their organizations/employers cannot be then current or potential contractors with the City or the Funds for health benefit coverage or plan administration;
- (b) No person appointed to the RHBC may have a conflict of interest by virtue of their employer's/organization's relationship with the City or with one or more of the Pension Funds;
- (c) Members and their organizations/employers cannot be current contractors for, or affiliates, of the Funds; and,
- (d) Members and those in their immediate family cannot be City or the Funds' employees, or Fund annuitants.

6. Before July 1, 2013, the RHBC will make recommendations concerning the state of retiree healthcare benefits, their related cost trends, and issues affecting the offering of any retiree healthcare benefits after July 1, 2013.

H. The City may offer additional healthcare plans at its own discretion and may modify, amend, or terminate any of such additional healthcare plans at its sole discretion. Any additional healthcare plans that the City may implement will not be subject to review by the RHBC and the City reserves full discretion to modify, amend or terminate any additional healthcare plans.

I. The Action will be dismissed with prejudice on the date of final approval of this Agreement, subject to the provisions of paragraph J., below.

J. After the termination of the Settlement Period, Class Members retain any right they currently have to assert any claims with regard to the provision of annuitant healthcare benefits, other than claims arising under the prior settlement of this Action or under the 1989, 1997, or 2002 amendments to the Pension Code, or for damages relating to the amounts of premiums or other payments that they have paid relating to healthcare under any prior health care plans implemented by the City, including this Settlement Agreement. The Funds agree that they will not, at any time, assert any: (1) claims on behalf of any annuitant for premiums or other payments made under any prior City healthcare plan, including this Settlement Agreement; or (2) claims based on the City's pre-1988 conduct or statements. However, if any separate action relating to health benefits is brought after the end of the Settlement Period against a Fund or its Trustee(s), the Fund or Trustees(s) may seek to assert a cross claim or third party complaint against the City in its defense.

During the Settlement Period, Class Members, the Funds and their current, future or former Trustees are precluded from asserting any claims regarding health care benefits against the City, except that all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this Agreement are governed by the provisions of subsection V.

B. 7. below.

The City reserves its right to raise any defenses.

K. The City will pay reasonable attorneys' fees, which may be recoverable by Krislov & Associates, Ltd., as class counsel of record for the Korshak and Window Classes in this Action, in the amount as agreed to by the City and Mr. Krislov or as determined by the Court. The Funds agree not to bring any claim against the City for their attorneys' fees or costs.

L. Class Members who retired before August 23, 1989, and who are not eligible for Medicare will pay rates assessed under the Medicare Settlement Healthcare Plan.

V. **HEARING ON THE PROPOSED SETTLEMENT**

A. On the date set by the Court for the hearing (“Settlement Hearing”) on the Proposed Settlement, the Parties shall jointly request the Court to review any objections to the Agreement which have been timely filed and to conduct such other proceedings (including the taking of testimony, receipt of legal memoranda and hearing of arguments from the Parties or others properly present at the Settlement Hearing) as it may deem appropriate under the circumstances.

B. At the Settlement Hearing the Parties shall jointly request the Court to enter a final judgment and decree:

1. approving, without material alteration, the Proposed Settlement pursuant to the terms of this Agreement;
2. finding that the terms of this Agreement are fair, reasonable and adequate to the Class Members;
3. providing that each Class Member (except those who are excluded as provided for in paragraph III.E) shall be bound by this Agreement;
4. finding that the proposed Notice (Exhibit A), is the only notice required and satisfies the requirements of Sections 2-803 and 2-806 of the Illinois Code of Civil Procedure and the requirements of due process;
5. finding that the distribution and mailing of Notice as described above (¶III.C), satisfies the requirements of Sections 2-803 and 2-806 of the Illinois Code of Civil Procedure and the requirements of due process;

6. approving all requests for exclusion which have been timely submitted to the Court; and
7. retaining jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this Agreement, only upon petition from the City or counsel for one of the Funds or counsel for intervenor Korshak or Window Classes.

VI. ADDITIONAL COVENANTS

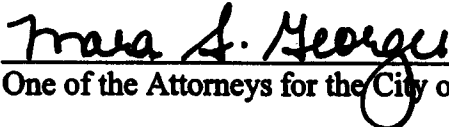
A. This Agreement will not be effective unless the Illinois legislature enacts legislation increasing, for a period of time not to exceed 10 years (until June 30, 2013), the monthly subsidy to be paid by the Funds to: \$85.00 for each annuitant who is ineligible for Medicare and \$55.00 for each annuitant who is eligible for Medicare for the period July 1, 2003 to July 1, 2008; and \$95.00 for each annuitant who is ineligible for Medicare and \$65.00 for each annuitant who is eligible for Medicare, for the period of July 1, 2008 through June 30, 2013. Those Class Members who are covered by section IV.L., above, are entitled only to a Fund subsidy at the Medicare level. The legislation increasing the subsidy may also authorize payments made on behalf of retired sworn Police and uniformed Fire personnel who retired between the ages of 60 and 65.

B. This Agreement represents an integrated document negotiated and agreed to among the Parties and it shall not be amended, modified or supplemented, nor shall any of its provisions be deemed to be waived, unless by written agreement signed by the respective attorneys for the Parties. This document has been drafted jointly and is not to be construed against any Party.


C. This Agreement represents the entire and sole agreement negotiated and agreed to among the Parties to this Agreement.

D. This Agreement shall not be binding on any Party until it has been approved by the Boards of Trustees of each of the Funds, by the City of Chicago, and by the Intervenors, represented by the Korshak and the Window Classes.

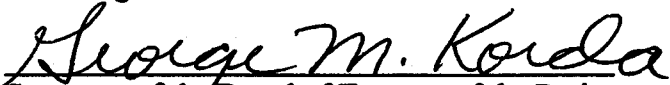
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Chicago, Illinois 60602
312-744-9064




One of the Attorneys for the City of Chicago



Secretary of the Board of Trustees of the Retirement
Board of the Policemen's Annuity and Benefit Fund
of Chicago




Secretary of the Board of Trustees of the Retirement
Board of the Firemen's Annuity and Benefit Fund
of Chicago



President of the Board of Trustees of the Retirement
Board of the Municipal Employees', Officers', and
Officials' Annuity and Benefit Fund



President of the Board of Trustees of the Retirement
Board of the Laborers' and Retirement Board
Employees' Annuity & Benefit Fund



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1/13/2016 4:07 PM
2013-CH-17450
PAGE 16 of 16

EXHIBIT 14

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
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CITY OF CHICAGO, a municipal corporation,)
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 v.) No. 01 CH 4962
) Calendar No. 5
 MARSHALL KORSHAK, et al.,) Hon. Mary K. Rochford
)
 Defendants-Counterplaintiff,)
)
 And)
 MARTIN RYAN, et al.,)
)
 Intervening-Plaintiffs.)

AGREED ORDER

This cause coming to be heard on the Parties' Motions To Approve Reconciliation and Administrative Procedures Under the 2003 Approved Settlement Agreement, all Parties¹ being heard on this matter and agreeing to the terms set forth herein, and the Court being apprised of all of the issues;

RECITALS:

During the course of operating under the 2003 Settlement Agreement, monthly rates charged participants under the Settlement Healthcare Plans, which are calculated based on an independent actuary's prospective estimate of healthcare costs, exceeded what certain participants' contribution levels should have been, based on the actual healthcare costs experienced by those participants. Consequently, the City, Class Counsel and the Funds have been working together, on a continuing basis, to: (1) analyze, audit and reconcile such

¹ The Parties include the City of Chicago ("the City"), the Annuitant Class, including the two subclasses of the Annuitant Class, the Korshak and Window Sub-Classes, represented by Class Counsel, Clinton Krislov, and the Firemen's Annuity and Benefit Fund of Chicago, the Policemen's Annuity and Benefit Fund of Chicago, the Municipal Employees', Officers' and Officials' Annuity and Benefit Fund, and the Laborers' and Retirement Board Employees' Annuity and Benefit Fund (collectively, "the Funds").

differences; (2) make refunds where appropriate; and (3) agree on a procedure to make such reconciliations each year for the remaining years of the 2003 Settlement Agreement.

The purpose of this Agreed Order is to present for the Court's approval the procedures that have been followed in administering the 2003 Settlement Agreement to date and the Parties' intended procedures to be followed to reconcile participant monthly rates to actual experience through the end of the Settlement Agreement period.

1. **Reconciliation of 2003-2004 Plan Years.** The City's 2003-2004 Reconciliation Procedures of the Korshak Settlement Healthcare Plans were conducted as follows:

- a. The City performed a comparison of the actual claims cost of the Settlement Healthcare Plans with the projected costs that were estimated by the independent actuary for the period of September 2003 through December 2004 ("the 2003/2004 Plan Year").
- b. The City prepared reconciliation reports and documents ("City's 2003/2004 Plan Year Reconciliation Statement"), showing the actual cost of: medical claims, which also included estimates of incurred but not yet paid medical claims; prescription drug claims; and administrative and other expenses. The actual costs were based on the actual payment records of the City, the claim administrator's records and the actual annuitant enrollments in the Settlement Healthcare Plans. The City also reviewed records of the Funds reflecting annuitant enrollment and contributions, including records of adjustments made by the Funds based on a particular participant's: (i) periods of participation in the Settlement Healthcare Plans; and (ii) Medicare or Non-Medicare status ("Adjustment Records"). An Adjustment Record is a file reflecting a change that has occurred in the participant's status which affected the monthly rate due. Such changes include changes in Medicare status of the annuitant or spouse, a family status change such as death of the annuitant or spouse, or a child aging out of eligibility. Separate calculations of the actual average monthly costs were made for medical expenses, prescription expenses, and for administrative expenses, and for Medicare and Non-Medicare eligible participants.
- c. The City's 2003/2004 Plan Year Reconciliation Statement and the supporting documentation were independently examined by a certified public accountant selected by the Funds and approved by Class Counsel. The Funds and Class Counsel have not expressed any material dispute with the City's 2003/2004 Plan Year Reconciliation Statement.
- d. With the approval of the Court and agreement of the Parties, the City then

ELECTRONICALLY FILED
1/13/2016 4:07 PM
2013-CH-17450
PAGE 3 of 52

used the City's 2003/2004 Plan Year Reconciliation Statement (attached as Exhibit 1),² as a basis to determine the amounts of refunds due certain annuitant participants in the City's Settlement Healthcare Plans for those plan years. The City issued those refunds, with interest, to those annuitant participants who had been determined to be due such refund in the City's 2003/2004 Plan Year Reconciliation Statement and the confirmatory audit. The interest was calculated, on a simple interest basis, at the average 90-day U.S. Treasury Bill rate in effect for each applicable month, up to August 15, 2006. Prior to issuing the refund checks the City sent to those participants entitled to a refund a letter in the form attached hereto as Exhibit 2, whose content previously had been approved by the Court as requested by the City, Class Counsel for the Korshak and Window Sub-Classes, and Counsel for the Funds and the General Class.

- e. In addition, for those participants who had adjustment records that delayed the determination as to whether a refund was due, the City advised that participant of the delay by sending a letter in the form attached hereto as Exhibit 3, whose content previously had been approved by the Court as requested by the City, Class Counsel for the Korshak and Window Sub-Classes, and Counsel for the Funds and the General Class. Once the adjustment record of that participant was reconciled, and if the participant was entitled to a refund, the City sent a letter in the form of Exhibit 2 and issued a refund. If it was determined that the participant was not entitled to a refund, then the City sent to the participant a letter in the form of Exhibit 6.
- f. The issuance of refund checks for the 2003/2004 Plan Year has been completed for those annuitants who are entitled to a refund and either are not included in the deceased annuitant records or have not been located. The City continues to diligently work with the annuitants and the Funds to resolve issues such as incorrect addresses and/or lost or damaged checks to promptly resend those checks and to locate annuitants whose refund checks have been returned as undeliverable.
- g. With regard to deceased annuitants whose estates were entitled to a refund, the City issued those refund checks promptly after receipt by the City of proper documentation, except that for those deceased annuitants who died with a surviving spouse who were entitled to and receiving an annuity, the City issued those checks to the widow/widower annuitants with the agreement and approval of the other Parties. The City has sent to deceased annuitants' families a letter in the form attached hereto as

² Exhibit 1 is the City's 2003/2004 Plan Year Reconciliation Statement, which consists of the worksheets generated by the City summarizing the underlying data relating to the medical, prescription drug and administrative expenses. The underlying data is so voluminous it has not been attached to this Order, but has been provided to all of the Parties and will be provided to the Court for its review upon request.

ELECTRONICALLY FILED
1/13/2016 4:07 PM
2013-CH-17450
PAGE 4 of 52

Exhibit 4, whose content previously had been approved by the Court as requested by the City, Class Counsel for the Korshak and Window Sub-Classes and Counsel for the Funds and the General Class. Once the proper documentation has been presented by the estate of the deceased annuitant, the City will release the refund check to the proper party or parties upon the person(s) signing the Acknowledgement Form attached hereto as Exhibit 5. The City also has responded to certain claims for deceased annuitant refunds where proper documentation was needed.

- h. In addition, the City has sent to annuitants who are not entitled to a refund a letter in the form attached hereto as Exhibit 6, whose content previously had been approved by the Court as requested by the City, Class Counsel for the Korshak and Window Sub-Classes and Counsel for the Funds and the General Class.
- i. Any remaining Unclaimed Refunds will be applied in the manner described below in Paragraph 3.i.
- j. The amounts received by the City through subrogation recoveries or related reimbursements from third parties by December 31, 2004 (net of any City paid expense or charge associated with the recovery, such as legal or other fees), shall be considered as offsets to Defined Costs for any overpayment by the City for the 2003/2004 Plan Year reconciliation period and the remaining balance of such amounts, if any, have been included in the reconciliation for 2005 as described below.
- k. The Parties have no remaining issues with regard to the City's 2003/2004 Plan Year Reconciliation Statement or the Reconciliation Procedures for the 2003/2004 Plan Years and, therefore, the City's Reconciliation Statement and the Reconciliation Procedures for the 2003/2004 Plan Years are deemed to be true, correct and complete, except for the Adjustment Records, which are still being reviewed by the independent auditor.

2. **Reconciliation of 2005 Plan Year.** The Parties implemented the following Reconciliation Procedures for the 2005 Plan Year:

- a. For the 2005 Plan Year, the City conducted its analysis to reconcile the monthly rates charged to annuitants for participation in the Settlement Healthcare Plans based on the average monthly unit cost projected by the independent actuary to monthly rates calculated based on the actual average monthly unit cost.
- b. The City completed its 2005 Plan Year Reconciliation Statement by April 30, 2007 (Exhibit 7) and presented to the other Parties copies of the City's 2005 Plan Year Reconciliation Statement with the supporting documentation. The City's 2005 Plan Year Reconciliation Statement was processed in the same manner as described above for the 2003/2004 Plan

ELECTRONICALLY FILED
1/13/2016 4:07 PM
2013-CH-17450
PAGE 5 of 52

Years, except with regard to interest³ and timeframe for the reconciliation process, which occurred as follows for the 2005 Plan Year: Class Counsel and the Funds reviewed the City's 2005 Plan Year Reconciliation Statement with their auditor and, by August 2007, reported no material dispute with the City's 2005 Plan Year Reconciliation Statement; and, therefore, the City began issuing refunds by the end of August 2007. The 2005 refunds were based on the 2005 Final Reconciliation Report, which showed that the City paid less than its required percentage share of Defined Costs detailed in §IV.A of the Settlement Agreement. The Parties have no remaining issues with regard to the City's 2005 Plan Year Reconciliation Statement or the Reconciliation Procedures for the 2005 Plan Year and, therefore, the City's 2005 Plan Year Reconciliation Statement and Reconciliation Procedures for the 2005 Plan Year are deemed to be true, correct and complete, except for the Adjustment Records, which are still being reviewed by the independent auditor.

3. **Reconciliation for Post-2005 Plan Years.** The following Reconciliation Procedures are proposed for Post-2005 Plan Years:

- a. **Reconciliation Procedures.** For each plan year after 2005, the City will initiate its analysis by the following June 30, and will prepare a Reconciliation Statement by September 30 of that same year, showing: (1) the actual Defined Costs as defined in the Settlement Agreement of medical (including an estimate of incurred claims that have not yet been paid), prescription claims, and administrative and other Plan expenses based on the actual payment records of the City and the claim administrator's claim records and administrative fee charges ("Costs"); and (2) the annuitant enrollment, contributions and Adjustment Record information based on the Pension Funds' records, which must be confirmed by the Pension Funds as provided for below. Separate calculations of the actual average monthly unit cost will be made for medical expense, prescription expense, and administrative expense, and for Medicare and Non-Medicare eligible participants. The City's Reconciliation Statement for each prior Plan Year will show the actual amounts paid for claims that were included in the corresponding year's estimate of incurred claims that have not yet been paid. A final reconciliation of each year's estimate of incurred claims that have not yet been paid with the actual amounts paid for those claims will be made in the fifth Plan Year following when the estimate was made. The reconciled amount will be included in that fifth Plan Year's Defined Costs and handled in the course of the entire reconciliation process for that open plan year.

³ The Parties agreed that interest on the 2005 refunds would be calculated, on a simple interest basis, at an annual interest rate of 6% for the period of February 1, 2007 to August 31, 2007.

ELECTRONICALLY FILED
1/13/2016 4:07 PM
2013-CH-17450
PAGE 6 of 52

- b. 2006 Adjustment Record Reconciliation Procedures: Adjustment Records have been provided to the City by the Pension Funds. Prior to issuing refund checks, if any are due, to participants who had Adjustment Records, the City will provide such Adjustment Records to the Pension Funds for confirmation of the calculation. The Pension Funds will provide such confirmation to the City within 21 days of the confirmation request.
- c. 2007 Adjustment Record Reconciliation Procedures: By June 30, 2008, the Pension Funds will provide complete Pension Records for the prior year, including all Adjustment Records, to the City in a mutually agreed electronic format. The City will incorporate these records into the 2007 monthly electronic files previously sent by the Pension Funds. Prior to issuing refunds, if any are due, to participants with Adjustment Records, the City will provide such Adjustment Records to the Pension Funds for confirmation of the calculation. The Pension Funds will provide such confirmation to the City within 21 days of the confirmation request.
- d. Post-2007 Adjustment Record Reconciliation Procedures: Beginning September 1, 2008, the Pension Funds will supply to the City all Adjustment Records in an electronic format at the same time as the Pension Funds send to the City the monthly file of eligibility. The Pension Funds also will forward in an electronic format all Adjustment Records for the period of January to August 31, 2008, by November 30, 2008. The City will incorporate all Adjustment Records into the corresponding City's pension records in a timely manner. Any additional Adjustment Records for the prior Open Plan Year will be provided by the Pension Funds by April 10th of the subsequent year. The City's revised Adjustment Records will be sent to the Pension Funds for confirmation by June 15th of each subsequent year. The Pension Funds will provide confirmation of these records by July 15th of each year. The complete set of these records will be the basis for the Reconciliation Statement which the City will issue by September 30. Enrollment numbers/eligibility count used to calculate the true unit cost and the true unit contribution rate will be based on the prior year's enrollment and eligibility records received during the calendar year and Adjustment Records received by the City by April 10th of the subsequent year. Adjustment Records for the Open Plan Year received by the City after April 10th of the subsequent year will only be used to make an adjustment to an individual participant's record for purposes of correcting that participant's payment record.
- e. Review of City's Reconciliation Statement. Upon receipt of the City's Reconciliation Statement, Class Counsel and the Funds will have, thereafter, sixty (60) days, or until November 30, to review the City's Reconciliation Statement with an independent auditor engaged by both Class Counsel and the Funds' counsel, and who is acceptable to the City. The City will reasonably cooperate with the engaged auditor to confirm the accuracy of the City's payments and calculations. The Funds will pay

ELECTRONICALLY FILED
 1/13/2016 4:07 PM
 2013-CH-17450
 PAGE 7 of 52

the fees incurred for the independent auditor up through the 2005 Plan Year. Starting with the 2006 Plan Year, the City will reimburse the Funds for reasonable fees for the independent auditor incurred by the Funds as a result of reviewing the City's Reconciliation Statement each year and that reimbursement will be included in the Defined Costs in the next open plan year reconciliation. For each reconciliation process, the Funds will provide to the City copies of and/or access to all information, including any reports; that the Funds have reviewed and/or have received from the independent auditor relating to the independent audit of the City's Reconciliation Statement prior to the Final Reconciliation Report being issued.

- f. Final Reconciliation Report. If the Funds and Class Counsel do not contest, in writing, by November 30 to the City, the City's Reconciliation Statement, it shall be deemed accurate and the City's Reconciliation Statement will then constitute and be deemed as the "Final Reconciliation Report." If there is a dispute over the reconciliation, the Parties agree to negotiate in good faith to reach and issue a mutually acceptable Final Reconciliation Report. Failing the Parties issuing a Final Reconciliation Report by agreement, the Parties shall present the dispute for this Court's consideration, and the Court may resolve any disputes not resolved by the Parties as to the reconciliation and will direct the City to issue a Final Reconciliation Report consistent with the Court's findings. The Court in considering the disputes may appoint an independent auditor or other expert to aid the Court and the costs of any independent auditor or expert will be paid by the Parties involved in the dispute in a manner as the Court deems appropriate.
- g. Timing of Reconciliation. If any Party is unable to meet its obligations by the reflected dates detailed herein despite its best efforts, that Party will notify the other Parties as soon as possible, and the Parties will mutually and in good faith work together to make the necessary adjustments in the timing of the completion of the Final Reconciliation Report.
- h. The Reconciliation. If the Final Reconciliation Report for any plan year after 2005 shows that the City paid an amount less than its required percentage share of the annual aggregate Defined Costs as defined in Paragraph IV.A of the Korshak Settlement Agreement ("City's required contribution"), the City will do the following:
- (i) If the difference between what the City's required contribution was and what the City actually paid is 0.20% or more of the annual aggregate Defined Costs, the City will begin issuing refunds within sixty (60) days of the issuance of the Final Reconciliation Report. There will be no interest calculated or paid on refunds, except under the following circumstances: The City will pay interest on any refund check issued after February 1 of the second year

ELECTRONICALLY FILED
1/13/2016 4:07 PM
2013-CH-17450
PAGE 8 of 52

following the closed Plan Year, at a five percent (5%) annual rate on all of the refund amounts due starting on the February 1 of the second year following the closed Plan Year and continuing until the month in which the check is issued, but no later than one (1) year. For any refund checks not yet issued after that one (1) year period, interest will continue to accrue at the average applicable monthly 90-day U.S. Treasury Bill rate or five percent (5%) annual rate, whichever is lower, until the month in which the check is issued.⁴ Interest will be calculated on a simple interest basis. However, any individual annuitant refund that is \$20 or less will not be issued, but instead such amount will be applied as a credit toward the aggregate annuitant contribution in the next following open Plan Year reconciliation or in the next regular occurring annual annuitant monthly rate setting, whichever occurs first. These credit amounts along with the credit amounts discussed below will be referred to as "Annuitant Credit Amounts." Interest will not accrue or be paid on refund amounts that become Annuitant Credit Amounts.

- (ii) If the difference between what the City's required contribution was and what the City actually paid is less than 0.20% of the annual aggregate Defined Costs, the amount of the difference will be included in the Annuitant Credit Amounts and applied as a credit toward the aggregate annuitant contribution in the next following open Plan Year reconciliation or in the next regular occurring annual annuitant monthly rate setting, whichever occurs first, except that if, based on the difference between the actual and projected unit costs, any annuitant is entitled to a refund of greater than \$20, those annuitants will receive a refund as described in the above subparagraph of this provision, and those amounts will not be included in the Annuitant Credit Amounts for the following Plan Year or rate adjustment, as described above.
- (iii) The Annuitant Credit Amounts described in Paragraphs 3.h.(i) and 3.h.(ii), above, will be applied in accordance with the explanation and examples provided in Exhibit 8.
- (iv) If Annuitant Credit Amounts exist as of the issuance of the Final Reconciliation Statement for the Plan Year ending June 30, 2013, such Annuitant Credit Amounts will be issued as a refund, regardless of the amount, to any applicable annuitants, unless the

⁴ The average applicable monthly 90-day U.S. Treasury Bill ("T-Bill") rate will be calculated by adding the 90-day T-Bill rates published each business day in that month, dividing that sum by the number of business days in the month to get average annual rate, which will then be divided by 12 to get a monthly average T-Bill rate for each applicable month.

ELECTRONICALLY FILED
1/13/2016 4:07 PM
2013-CH-17450
PAGE 9 of 52

Parties have reached another Agreement.

- i. Unclaimed Refunds. The amount of any refund that is not claimed after a refund check was either issued and returned as non-deliverable or could not be issued because payee information was unavailable (“Unclaimed Refund”), will be included as Annuitant Credit Amounts. Unclaimed Refunds will be treated as Annuitant Credit Amounts and credited toward the annuitant contribution in the reconciliation procedures of the third year following the year in which the refund was either originally issued or ready to be issued, but could not be issued because payee information was unavailable. Interest will not accrue or be paid on refund amounts that become Annuitant Credit Amounts. However, if an annuitant or his or her heirs later make a claim for and have been determined to be entitled to an Unclaimed Refund, that refund will be paid out with accrued interest through the month the refund check was first issued or ready to be issued, but could not be issued because payee information was unavailable, in the manner described above in Paragraph 3.h.(i).
- j. Application of Annuitant Credit Amounts. To the extent that any Annuitant Credit Amounts are applied as a credit against only the annuitants’ contributions in the City’s Reconciliation Statement, such Annuitant Credit Amounts will be applied after and shall not be considered in determining whether the City met its obligation of paying its required percentage share of annuitant healthcare costs.
- k. Subrogation/Third Party Recoveries. The City shall attribute any subrogation recovery (less any expense or charge associated with the recovery, such as legal or other fees that were required to be paid by the City), to the open plan year (as defined below), in which the City receives such subrogation recovery.
- l. Early Issuance Of Refund Checks. The City has the right to issue any refund checks for any Plan Year after it has issued its Reconciliation Statement for that Plan Year and before the Final Reconciliation Statement is issued; however, the City’s early issuance of refund checks will be without prejudice to the Funds and/or Class Counsel from raising disputes relating to that reconciliation process, which will be resolved as described above in Paragraph 3.f.
- m. Definition of Open Plan Year. An “open plan year” is a completed calendar plan year, for which the City’s Reconciliation Statement has not been presented to the Parties for review. A “closed plan year” is a completed calendar plan year, for which a Final Reconciliation Report has been accepted by the Parties or approved by the Court. The City shall include in the open plan year any refund, rebate, reimbursement, and/or third-party subsidy (collectively referred to as a “reimbursement”), received by the City prior to the issuance of the City’s Reconciliation

ELECTRONICALLY FILED
1/13/2016 4:07 PM
2013-CH-17450
PAGE 10 of 52

Statement for that open plan year, except that if the City receives from Medicare Part D a reimbursement (“Part D Reimbursement”), attributable to a closed plan year, in which the City paid more than the City’s required contribution, then the City may elect to apply that Part D reimbursement in the amount of the overpayment by the City to that particular closed plan year’s Defined Costs and any remaining balance of that reimbursement will be included in the open plan year reconciliation as a direct credit to the annuitants’ contribution share. (See Exhibit 9, which provides the formula to be used, if the City elects to retroactively apply a reimbursement, and examples of different hypothetical situations using that formula).

- n. Post-Plan Year Demand. If the City receives a demand for payment related to a Defined Cost for a closed plan year, which was not included in that closed year’s estimate of the incurred but not yet reported claims amount, the City reserves the right to include the amount of the demand as a reconciliation item in the most recent open plan year reconciliation period by obtaining the agreement of the Parties or, if there is no agreement, by seeking a Court Order.
- o. Receipt of Reimbursement or Demand After Submission of City’s Reconciliation Statement. Any reimbursement amount received or demand made after the submission of the City’s Reconciliation Statement to the Parties, but before a Final Reconciliation Report has been completed, shall be handled in the next reconciliation process consistent with and as provided for in this Order, except as otherwise agreed to by the Parties or ordered by the Court.
- p. Payments In Excess Of City’s Required Contributions. Under the 2003 Korshak Settlement Agreement, the City expressly waives any claim that it may have to recover directly from any annuitant amounts paid by the City, which are in excess of its required percentage share of the monthly cost per participant based on the Defined Costs as detailed in §IV.A of the Settlement Agreement, except as provided for in Paragraphs 3.f through, 3.o or otherwise herein. In accordance with this paragraph, the City will not increase annuitants’ monthly rates specifically to recoup any claimed overpayment paid by the City in prior years, but the City will continue to set the monthly rates based on the projected defined costs estimated by the actuary as provided for in paragraph IV.A of the Korshak Settlement Agreement and in accordance with this Order. However, the City retains the right to recoup any individual refund amount that was issued in error after notifying the Parties.
- q. Joint Letter to Participants. Upon the entering of this Order, the City shall send to each annuitant the Parties’ Joint Letter, which explains the agreed procedures for conducting the annual reconciliation process in summary form and which the Court approves. Exhibit 10.

ELECTRONICALLY FILED
1/13/2016 4:07 PM
2013-CH-17450
PAGE 11 of 52

- r. Mutual Cooperation. The Parties will continue to mutually and in good faith cooperate to fully resolve any questions or disputes regarding this reconciliation process.

THE COURT'S FINDINGS:

The Court has considered the Reconciliation Procedures implemented by the Parties for the 2003-2004 and 2005 Plan Years and the Parties' proposed Reconciliation Procedures for the Plan Years 2006 and following through to the end of the 2003 Korshak Settlement Agreement, June 30, 2013.

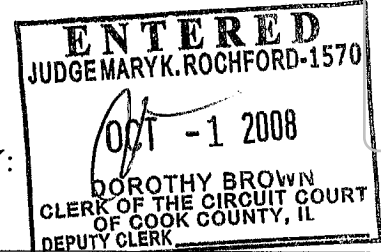
IT IS HEREBY ORDERED THAT:

The Court hereby approves of the Parties' above-detailed Reconciliation Procedures, which included refunds to certain annuitants by the City for a portion of the monthly costs paid by those annuitants for the 2003-2004, and 2005 Plan Years, and further approves the Parties' proposed Reconciliation Procedures for the Plan Years 2006 and following through to the June 30, 2013 end of the 2003 Korshak Settlement Agreement. The Court retains jurisdiction relating to the enforcement of this Order, only upon petition from the City or Counsel for one of the Funds or Counsel for the Subclasses.

Dated: October 1, 2008

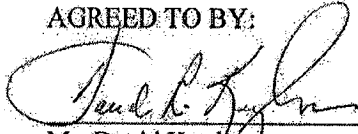
ENTERED BY:

JUDGE MARY K. ROCHFORD



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1/13/2016 4:07 PM
2013-CH-17450
PAGE 12 of 52

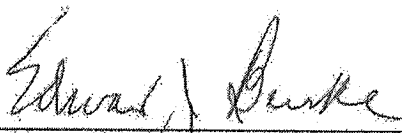
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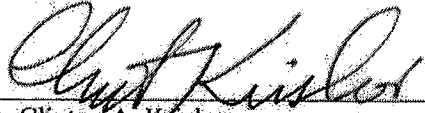
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after 1987, but prior to August 23, 1989)
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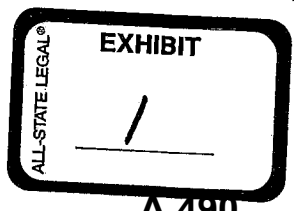


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ELECTRONICALLY FILED
1/13/2016 4:07 PM
2013-CH-17450
PAGE 13 of 52

CITY OF CHICAGO
 BENEFITS MANAGEMENT OFFICE
 ANNUITANT HEALTHCARE COSTS SUMMARY REPORT
 6/30/2006

GROUP	PERIOD	MEDICAL				DRUG				AVERAGE MONTHLY COUNT OF PARTICIPANTS	
		A	B	C	D	E	F	G	H		
		BCBS CLAIMS INCURRED FOR THE PERIODS AND PAID THROUGH 12/31/2005 (NET OF DISCOUNTS)	DISCOUNT RECONCILIATION CREDIT ON INCURRED BASIS AND PAID THROUGH 01/31/2006	BCBS ADMIN. FEES/PAID IN THE PERIOD	ENCOMPASS ADMIN. FEES/PAID IN THE PERIOD	DRUG CLAIMS INCURRED/PAID IN THE PERIOD	REBATE INCURRED / PAID THROUGH 12/31/2005	DRUG ADMIN. FEES/PAID IN THE PERIOD	SUBTOTAL DRUG COST	TOTAL COSTS	
Medicare	09-12/2003	\$8,270,439	(\$16,309)	\$548,415	\$23,958	\$9,081,026	(\$304,213)	\$45,005	\$8,821,818	\$17,728,520	19,556
	2004	\$26,535,965	(\$4,796)	\$2,369,588	\$4,802	\$30,955,666	(\$1,350,675)	\$120,752	\$29,725,743	\$59,309,177	19,842
Non-Medicare	09-12/2003	\$19,889,456	(\$6,892)	\$1,198,766	\$174,028	\$20,663,966	(\$135,435)	\$27,432	\$4,152,480	\$24,816,466	11,375
	2004	\$85,699,923	\$219,236	\$4,176,645	\$626,185	\$14,725,333	(\$601,580)	\$67,370	\$14,185,124	\$84,050,268	13,431
Children	09-12/2003	\$419,290	\$71						\$0	\$419,361	1,536
	2004	\$1,226,774	\$472						\$0	\$1,227,247	1,779
Total - 09-12/2003		\$28,579,186	(\$607,681)	\$1,747,181	\$197,986	\$29,990,049	(\$439,648)	\$72,437	\$12,974,298	\$42,964,347	32,467
Total - 01-12/2004		\$93,462,682	(\$881,641)	\$6,546,233	\$630,966	\$100,675,025	(\$1,952,255)	\$182,123	\$43,910,867	\$144,586,692	35,052
GRAND TOTAL		\$122,041,848	(\$1,489,322)	\$8,293,414	\$828,972	\$130,665,874	(\$2,391,903)	\$254,560	\$56,885,165	\$187,551,039	



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 1/13/2016 4:07 PM
 2013-CH-17450
 PAGE 14 of 52

CITY OF CHICAGO
BENEFITS MANAGEMENT OFFICE

6/30/2006

ANNUITANT TRUE UNIT COSTS

Pension Code	Medicare Status			09-12/2003			01-12/2004		
	Annuitant	Spouse	Child(ren)	Medical True Cost	Drug True Cost	Total True Cost	Medical True Cost	Drug True Cost	Total True Cost
01	MED	-----	-----	113.86	112.78	226.64	124.25	124.84	249.09
03	NON	-----	-----	454.15	91.26	545.42	433.48	88.01	521.49
02	MED	MED	-----	227.72	225.55	453.28	248.49	249.69	498.18
04	MED	NON	-----	568.02	204.04	772.05	557.73	212.86	770.58
10	NON	MED	-----	568.02	204.04	772.05	557.73	212.86	770.58
05	NON	NON	-----	908.31	182.53	1,090.83	866.96	176.02	1,042.99
09	MED	MED	CHILD(REN)	318.54	225.55	544.10	326.30	249.69	575.99
07	MED	NON	CHILD(REN)	658.84	204.04	862.88	635.54	212.86	848.39
15	NON	MED	CHILD(REN)	658.84	204.04	862.88	635.54	212.86	848.39
06	NON	NON	CHILD(REN)	999.13	182.53	1,181.66	944.77	176.02	1,120.80
11	MED	-----	CHILD(REN)	204.68	112.78	317.46	202.05	124.84	326.90
17	NON	-----	CHILD(REN)	544.97	91.26	636.24	511.29	88.01	599.30
19	-----	-----	CHILD(REN)	90.82	0.00	90.82	77.81	0.00	77.81

ELECTRONICALLY FILED
1/13/2016 4:07 PM
2013-CH-17450
PAGE 15 of 52

**CITY OF CHICAGO
ANNUITANT COSTS &
CONTRIBUTIONS**

ANNUITANT MONTHLY TRUE CONTRIBUTION RATES FOR 09-12/2003

6/30/2006

PENSION CODE	MEDICARE STATUS		TRUE AVERAGE MONTHLY COST 09-12/2003	BASIC CITY SHARE @55%	PENSION CONTRIBUTION	BASIC RATES		SPECIAL RATES			
	ANNT. SPOUSE	CHILD.				RETIRED ON/ AFTER 08/23/89	RETIRED BEFORE 08/23/89	F	G	H/J	
01	MED	*****	226.64	124.65	\$55.00	\$47.00	\$47.00	\$47.00			BORN BEFORE 01/01/1909
03	NON	*****	545.42	299.98	\$85.00	\$160.00	\$47.00	\$47.00			
02	MED	MED	453.28	249.30	\$55.00	\$149.00	\$149.00	\$147.00			
04	MED	NON	772.05	424.63	\$55.00	\$292.00	\$149.00	\$149.00			
10	NON	MED	772.05	424.63	\$85.00	\$262.00	\$149.00	\$134.00			
05	NON	NON	1,090.83	599.96	\$85.00	\$406.00	\$149.00	\$149.00			
09	MED	MED	544.10	299.25	\$55.00	\$190.00	\$190.00	\$142.00			
07	MED	NON	862.88	474.58	\$55.00	\$333.00	\$190.00	\$190.00			
15	NON	MED	862.88	474.58	\$85.00	\$303.00	\$190.00	\$190.00			
06	NON	NON	1,181.66	649.91	\$85.00	\$447.00	\$190.00	\$190.00			
11	MED	*****	317.46	174.60	\$55.00	\$88.00	\$88.00	\$64.00			
17	NON	*****	636.24	349.93	\$85.00	\$201.00	\$88.00	\$88.00			
19	*****	*****	90.82	5.82	\$85.00	\$0.00	\$0.00	\$0.00			
30	NON	MED	\$772.05		\$85.00						\$76.00
31	MED	*****	\$226.64		\$55.00						\$18.00 OR \$8.00**
32	MED	MED	\$453.28		\$55.00						\$42.00 OR \$41.00***
33	NON	*****	\$545.42		\$85.00						\$47.00
34	MED	NON	\$772.05		\$55.00						\$76.00
35	NON	NON	\$1,090.83		\$85.00						\$110.00

** Retiree pays the same amount as he/she did on June 1, 2003

ELECTRONICALLY FILED
1/13/2016 4:07 PM
2013-CH-17450
PAGE 16 of 52

CITY OF CHICAGO
ANNUITANT COSTS &
CONTRIBUTIONS

ANNUITANT MONTHLY TRUE CONTRIBUTION RATES FOR 01-12/2004

6/30/2006

PENSION CODE	MEDICARE STATUS		TRUE AVERAGE MONTHLY COST 01-12/2004	BASIC CITY SHARE @55%	PENSION CONTRIBUTION	BASIC RATES		SPECIAL RATES			
	ANNT.	SPOUSE				CHILD.	RETIRE	ON/ AFTER 08/23/89	F	G	H/J
01	MED		249.09	137.00	\$55.00	\$57.00	\$57.00	\$51.00			
03	NON		521.49	286.82	\$85.00	\$150.00	\$57.00	\$57.00			
02	MED		498.18	274.00	\$55.00	\$169.00	\$169.00	\$147.00			
04	MED		770.58	423.82	\$55.00	\$292.00	\$169.00	\$169.00			
10	NON		770.58	423.82	\$85.00	\$262.00	\$169.00	\$134.00			
05	NON		1,042.99	573.64	\$85.00	\$384.00	\$169.00	\$169.00			
09	MED		575.99	316.79	\$55.00	\$204.00	\$204.00	\$142.00			
07	NON		848.39	466.62	\$55.00	\$327.00	\$204.00	\$204.00			
15	NON		848.39	466.62	\$85.00	\$297.00	\$204.00	\$204.00			
06	NON		1,120.80	616.44	\$85.00	\$419.00	\$204.00	\$204.00			
11	MED		326.90	179.79	\$55.00	\$92.00	\$92.00	\$64.00			
17	NON		599.30	329.62	\$85.00	\$185.00	\$92.00	\$92.00			
19			77.81	0.00	\$85.00	\$0.00	\$0.00	\$0.00			
30	NON		\$770.58		\$85.00						\$76.00
31	MED		\$249.09		\$55.00						\$18.00 OR \$8.00**
32	MED		\$498.18		\$55.00						\$42.00 OR \$41.00**
33	NON		\$521.49		\$85.00						\$55.00
34	MED		\$770.58		\$55.00						\$76.00
35	NON		\$1,042.99		\$85.00						\$110.00

** Retiree pays the same amount as he/she did on June 1, 2003

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1/13/2016 4:07 PM
2013-CH-17450
PAGE 17 of 52

CITY OF CHICAGO
ANNUITANT COSTS &
CONTRIBUTIONS

6/30/2006
COMPARISON BETWEEN CHARGED RATES AND TRUE RATES FOR RETIREES WHO RETIRED ON/AFTER 08/23/89

PENSION CODE	MEDICARE STATUS		TRUE MONTHLY RATES FOR RETIREES ON/AFTER 08/23/89 FOR THE PERIOD OF 09-12/2003	OVERPAYMENT/ (UNDERPAYMENT) BY RETIREES ON/AFTER 08/23/89 FOR THE PERIOD OF 09-12/2003	MONTHLY RATES PAID BY RETIREES ON/AFTER 08/23/89 FOR THE PERIOD OF 01-12/2004	TRUE MONTHLY RATES FOR RETIREES ON/AFTER 08/23/89 FOR THE PERIOD OF 01-12/2004	OVERPAYMENT/ (UNDERPAYMENT) BY RETIREES ON/AFTER 08/23/89 FOR THE PERIOD OF 01-12/2004
	ANNT.	SPOUSE					
01	MED	*****	97.00	50.00	97.00	57.00	40.00
03	NON	*****	151.00	(9.00)	151.00	150.00	1.00
02	MED	MED	149.00	100.00	249.00	169.00	80.00
04	MED	NON	333.00	41.00	333.00	292.00	41.00
10	NON	MED	303.00	41.00	303.00	262.00	41.00
05	NON	NON	386.00	(20.00)	386.00	384.00	2.00
09	MED	MED	326.00	136.00	326.00	204.00	122.00
07	MED	NON	410.00	77.00	410.00	327.00	83.00
15	NON	MED	380.00	303.00	380.00	297.00	83.00
06	NON	NON	463.00	16.00	463.00	419.00	44.00
11	MED	*****	174.00	86.00	174.00	92.00	82.00
17	NON	*****	228.00	27.00	228.00	185.00	43.00
19	*****	*****	0.00	0.00	0.00	0.00	0.00

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1/13/2016 4:07 PM
2013-CH-17450
PAGE 18 of 52

CITY OF CHICAGO
 ANNUITANT COSTS &
 CONTRIBUTIONS

6/30/2006

COMPARISON BETWEEN CHARGED RATES AND TRUE RATES FOR RETIREES WHO RETIRED BEFORE 08/23/89

PENSION CODE	MEDICARE STATUS		MONTHLY RATES PAID BY RETIREES BEFORE 08/23/89 FOR THE PERIOD OF 09-12/2003	TRUE MONTHLY RATES FOR RETIREES BEFORE 08/23/89 FOR THE PERIOD OF 09-12/2003	OVERPAYMENT/ (UNDERPAYMENT) BY RETIREES BEFORE 08/23/89 FOR THE PERIOD OF 09-12/2003	MONTHLY RATES PAID BY RETIREES BEFORE 08/23/89 FOR THE PERIOD OF 01-12/2004	TRUE MONTHLY RATES FOR RETIREES BEFORE 08/23/89 FOR THE PERIOD OF 01-12/2004	OVERPAYMENT/ (UNDERPAYMENT) BY RETIREES BEFORE 08/23/89 FOR THE PERIOD OF 01-12/2004
	SPOUSE	CHILD						
01	MED	*****	97.00	47.00	50.00	97.00	57.00	40.00
03	NON	*****	97.00	47.00	50.00	97.00	57.00	40.00
02	MED	MED	249.00	149.00	100.00	249.00	169.00	80.00
04	MED	NON	249.00	149.00	100.00	249.00	169.00	80.00
10	NON	MED	249.00	149.00	100.00	249.00	169.00	80.00
05	NON	NON	249.00	149.00	100.00	249.00	169.00	80.00
09	MED	MED	326.00	190.00	136.00	326.00	204.00	122.00
07	MED	NON	326.00	190.00	136.00	326.00	204.00	122.00
15	NON	MED	326.00	190.00	136.00	326.00	204.00	122.00
06	NON	NON	326.00	190.00	136.00	326.00	204.00	122.00
11	MED	*****	174.00	88.00	86.00	174.00	92.00	82.00
17	NON	*****	174.00	88.00	86.00	174.00	92.00	82.00
19	*****	*****	0.00	0.00	0.00	0.00	0.00	0.00

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 1/13/2016 4:07 PM
 2013-CH-17450
 PAGE 19 of 52

This is a joint letter from the City of Chicago ("the City"), your Pension Fund, and Class Counsel, with approval by the Court in the City of Chicago v. Korshak Lawsuit ("Korshak Lawsuit").

You are or have been a participant in one of the City's Annuitant Settlement Healthcare Plans, which the City provides pursuant to the 2003 Korshak Lawsuit Settlement Agreement. Under the 2003 Settlement, your annuitant healthcare premium is determined by a formula, which is based on a projection for each year's healthcare costs. The monthly projected costs are calculated and then reduced by the City's percentage share of the costs, and your pension Fund's fixed subsidy amount. As a participant annuitant, the remaining portion of the cost is covered by your premium, which is withheld from your monthly pension check.

An independent examination conducted by the Pension Funds and Class Counsel has been completed of the City's analysis comparing the projected costs used to calculate the monthly premiums and the actual costs of annuitant healthcare for the period of September 2003 through December 2004. That examination report is available for review at your Pension Fund's office. The City, Class Counsel and the Pension Funds will submit the City's analysis and the independent examination to the Court for review and approval.

Based on such, it has been determined that you are entitled to receive a refund of a portion of the premiums which you paid in the above audit period. The City of Chicago will be issuing the refund check within the next few weeks. In addition, your refund will include interest which the City agreed to pay, at the rate paid on federal 90-day treasury bill.

For all periods subsequent to the above audited time period, the City, the Pension Funds and Class Counsel have presented for the Court's approval a procedure for periodic examinations and reconciliations. We cannot predict future years' rates at this time, and you should NOT anticipate receiving future refunds.

If you have any questions, feel free to call the City's Benefits Office, your Pension Fund or Class Counsel. DO NOT CALL THE COURT.

**BENEFITS MANGEMENT DIVISION -
DEPARTMENT OF FINANCE**
City of Chicago
333 South State Street, Room 400
Chicago, Illinois 60604
(312) 747-8660

POLICEMEN'S ANNUITY & BENEFIT FUND
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Chicago, Illinois 60601
(312) 744-3891

**FIREMEN'S ANNUITY & BENEFIT FUND OF
CHICAGO**
One North Franklin, Suite 2550
Chicago, Illinois 60606
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**MUNICIPAL EMPLOYEES' ANNUITY AND
BENEFIT FUND OF CHICAGO**
221 N. LaSalle, Suite 500
Chicago, Illinois 60601
(312) 236-4700

**LABORERS' AND RETIREMENT BOARD
EMPLOYEES' ANNUITY AND BENEFIT FUND**
221 N. LaSalle Street, Suite 748
Chicago, Illinois 60601
(312) 236-2065

**CLASS COUNSEL FOR KORSHAK AND
WINDOW SUBCLASS PARTICIPANTS:**
Clinton Krislov
20 North Wacker Dr., Suite 1350
Chicago, Illinois 60601
(312) 606-0500
email: clint@kristovlaw.com

This is a joint letter from the City of Chicago ("the City"), your Pension Fund, and Class Counsel, with approval by the Court in the City of Chicago v. Korshak Lawsuit ("Korshak Lawsuit").

You are or have been a participant in one of the City's Annuitant Settlement Healthcare Plans, which the City provides pursuant to the 2003 Korshak Lawsuit Settlement Agreement. Under the 2003 Settlement, your annuitant healthcare premium is determined by a formula, which is based on a projection for each year's healthcare costs. The monthly projected costs are calculated and then reduced by the City's percentage share of the costs, and your pension Fund's fixed subsidy amount. As a participant annuitant, the remaining portion of the cost is covered by your premium, which is withheld from your monthly pension check.

An independent examination conducted by the Pension Funds and Class Counsel has been completed of the City's analysis comparing the projected costs used to calculate the monthly premium and the actual costs of annuitant healthcare for the period of September 2003 through December 2004. That examination report is available for review at your Pension Fund's office. The City, the Pension Funds, and Class Counsel will submit the City's analysis and the independent examination to the Court for its review and approval.

Based on such, further review of the amounts you paid as premiums is required to reconcile certain adjustments or changes that occurred in the premium amounts you paid on a monthly basis during the audited period. Within the next sixty days, the reconciliation process should be completed. You then will be notified of the results and, if you are entitled to a refund, you will receive a premium refund check.

For all periods subsequent to the above audited time period, the City of Chicago, Class Counsel and the Pension Funds have presented and the Court has approved a procedure for periodic examinations and reconciliations. We cannot predict future years' rates at this time, and you should NOT anticipate receiving future refunds.

If you have any questions, feel free to call the City's Benefits Office, your Pension Fund or Class Counsel. **DO NOT CALL THE COURT.**

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email: clint@krislovlaw.com

This is a joint letter from the City of Chicago ("the City"), your Pension Fund, and Class Counsel, with approval by the Court in the City of Chicago v. Korshak Lawsuit ("Korshak Lawsuit").

Our records show that the above-named City Annuitant¹ was a participant in one of the City's Annuitant Settlement Healthcare Plans, which the City provides pursuant to the 2003 Korshak Lawsuit Settlement Agreement. Under the 2003 Settlement, an annuitant's healthcare premium is determined by a formula, which is based on a projection for each year's healthcare costs. The monthly projected costs are calculated and then reduced by the City's percentage share of the costs, and the annuitant's pension Fund's fixed subsidy amount. As a participant annuitant, the remaining portion of the cost is covered by the annuitant's premium, which is withheld from the annuitant's monthly pension check.

An independent examination conducted by the Pension Funds and Class Counsel has been completed of the City's analysis comparing the projected costs used to calculate the monthly premiums and the actual costs of annuitant healthcare for the period of September 2003 through December 2004. That examination report is available for review at the Pension Fund's office. The City, the Pension Funds and Class Counsel will submit the City's analysis and the independent examination to the Court for its review and approval.

Based on such, the estate of the above-named City annuitant may be entitled to a refund. In order to claim any potential refund, documentation, such as a small estate affidavit, an Order from the Probate Court, or other Court Orders, must be presented to the City demonstrating who is legally authorized to accept such a refund on behalf of the estate of the above-named annuitant.

If you have any questions, feel free to call the City's Benefits Office, your Pension Fund or Class Counsel. DO NOT CALL THE COURT.

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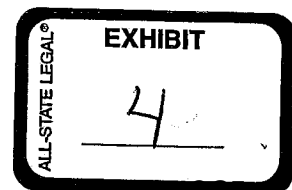
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2013-CH-17450
PAGE 22 of 52



ACKNOWLEDGEMENT FORM FOR HEALTHCARE PREMIUM REFUND

I, _____, represent that I am a legal heir and/or the executor/trustee of the Estate of _____. I further represent that, as an heir and/or executor/trustee of the Estate of _____, I am entitled to receive the entire or a portion of the monetary refund issued by the City of Chicago for a portion of the healthcare premiums paid during _____ Plan Year ("refund") by _____ (the "Decedent").

I have submitted documentation, which may have included a will, trust or small estate affidavit, to the City of Chicago to establish my entitlement to the refund and state that such documentation is true and accurate.

I represent that no letters of office are now outstanding on the Decedent's estate and no petition for letters is contemplated or pending in Illinois or in any other jurisdiction, to my knowledge.

I further represent that there is no known unpaid claimant or contested claim against the Decedent, including any unpaid funeral expenses, and that I am unaware of any dispute or potential conflict as to the heirship or will of the Decedent.

To my knowledge, no other person or entity is entitled to the refund that I am requesting to be issued to me by the City of Chicago, and that such refund would not be issued to me, except for the representations set forth herein.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct.

Date: _____

Signed: _____

Print Name: _____

Address: _____

Telephone Number: _____

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1/13/2016 4:07 PM
2013-CH-17450
PAGE 23 of 52



This is a joint letter from the City of Chicago ("the City"), your Pension Fund, and Class Counsel, with approval by the Court in the City of Chicago v. Korshak Lawsuit ("Korshak Lawsuit").

You are or have been a participant in one of the City's Annuitant Settlement Healthcare Plans, which the City provides pursuant to the 2003 Korshak Lawsuit Settlement Agreement. Under the 2003 Settlement, your annuitant healthcare premium is determined by a formula, which is based on a projection for each year's healthcare costs. The monthly projected costs are calculated and then reduced by the City's percentage share of the costs, and your pension Fund's fixed subsidy amount. As a participant annuitant, the remaining portion of the cost is covered by your premium, which is withheld from your monthly pension check.

An independent examination conducted by the Pension Funds and Class Counsel has been completed of the City's analysis comparing the projected costs used to calculate the monthly premiums and the actual costs of annuitant health care for the period of September 2003 through December 2004. That examination report is available for review at your Pension Fund's office. The City, Class Counsel and the Pension Funds have submitted the City's analysis and the independent examination to the Court for review and approval.

Based on such, it has been determined that the amount you paid for your health benefits was in compliance with the Korshak Lawsuit Settlement Agreement.

For all periods subsequent to the above audited time period, the City of Chicago, Class Counsel and the Pension Funds have presented for the Court's approval a procedure for periodic examinations and reconciliations.

If you have any questions, feel free to call the City's Benefits Office, your Pension Fund or Class Counsel. DO NOT CALL THE COURT.

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2013-CH-17450
PAGE 24 of 52

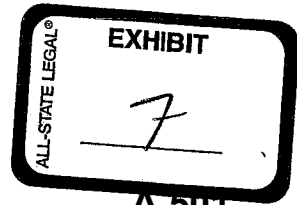
**ANNUITANT HEALTHCARE
COST RECONCILIATION
STATEMENT**

FOR THE PLAN YEAR OF 2005

CITY OF CHICAGO

BENEFITS MANAGEMENT OFFICE

4/30/2007



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1/13/2016 4:07 PM
2013-CH-17450
PAGE 25 of 52

CITY OF CHICAGO
BENEFITS MANAGEMENT OFFICE

04/26/2007

ANNUAL HEALTHCARE COSTS SUMMARY REPORT FOR 2005

PART ONE - CLAIM COSTS		MEDICAL CLAIMS COSTS				DRUG CLAIMS COSTS				F*			
GROUP	PERIOD	A*		B*		C*		D*		E*		2005 TOTAL COUNT OF PARTICIPANTS (FOR MEDICAL COSTS)	2005 TOTAL COUNT OF PARTICIPANTS (FOR DRUG COSTS)
		BCBS CLAIMS INCURRED FOR THE PERIODS AND PAID THROUGH 02/28/2007 (NET OF DISCOUNTS)	ESTIMATED OUTSTANDING BCBS CLAIMS INCURRED	DISCOUNT RECONCILIATION CREDIT ON INCURRED BASIS AND PAID THROUGH 05/31/2006	SUBROGATION RECEIVED IN 2005	SUBTOTAL MEDICAL COSTS	DRUG CLAIMS INCURRED/PAID IN THE PERIOD**	REBATE RECEIVED FOR THE PERIOD	SUBTOTAL DRUG COST	TOTAL COSTS			
Medicare Monthly Unit Cost/(Credit)	2005	\$29,290,009	\$306,379	\$9,313	\$0	\$29,605,702	\$34,024,826	(\$2,245,748)	\$31,779,077	\$61,384,779	241,421	241,421	
		\$121,32	\$1.27	\$0.04	\$0.00	\$122.63	\$140.94	(\$9.30)	\$131.63	\$254.26			
Non-Medicare Monthly Unit Cost/(Credit)	2005	\$66,977,775	\$173,683	(\$693,275)	(\$66,333)	\$66,381,850	\$15,617,203	(\$901,803)	\$14,715,399	\$81,107,249	165,350	165,350	
		\$405.07	\$1.05	(\$4.19)	(\$0.40)	\$401.52	\$94.45	(\$5.45)	\$89.00	\$490.52			
Children Monthly Unit Cost/(Credit)	2005	\$1,313,494	\$12,668	\$0.00	\$0.00	\$1,326,162	\$523,872	(\$30,251)	\$493,622	\$1,819,784	22,186	22,186	
		\$59.20	\$0.57	\$0.00	\$0.00	\$59.77	\$23.61	(\$1.36)	\$22.25	\$82.02			
GRAND TOTAL		\$97,581,278	\$492,730	(\$683,961)	(\$66,333)	\$97,323,714	\$50,165,900	(\$3,177,802)	\$46,988,099	\$144,311,812	428,957	412,318	

PART TWO - OTHER COSTS		G*		H*		D*		F*	
GROUP	PERIOD	BCBS ADMIN. FEES/PAID IN THE PERIOD (PRIMARY MEMBER UNIT FEE HERE)		ENCOMPASS SERVICE FEE/PAID IN THE PERIOD (FEE PER LIFE)		CAREMARK OTHER COSTS (FEE PER LIFE)		2005 TOTAL MEMBERS FOR PRIMARY BCBS ADM. FEE & ENCOMPASS FEE	
		Cost/(Credit)	Cost/(Credit)	Cost/(Credit)	Cost/(Credit)	Cost/(Credit)	Cost/(Credit)	2005 TOTAL	2005 TOTAL PARTICIPANTS (FOR DRUG SERVICE FEES)
Medicare Monthly Unit Cost/(Credit)	2005	\$2,539,257	\$579	\$25,238	\$0.10	\$0.10	\$13.77	185,850	241,421
		\$13.66	\$0.0031	\$0.10	\$0.10	\$0.10	\$13.77	106,830	165,350
Non-Medicare Monthly Unit Cost/(Credit)	2005	\$3,407,877	\$529,668	\$30,241	\$0.18	\$0.18	\$37.04	509	22,186
		\$31.90	\$4.96	\$4.058	\$0.18	\$0.18	\$37.04	293,229	428,957
Children Monthly Unit Cost/(Credit)	2005	\$16,237	\$2,524	\$4,058	\$0.18	\$0.18	\$37.04	293,229	428,957
		\$31.90	\$4.96	\$4.058	\$0.18	\$0.18	\$37.04	293,229	428,957
GRAND TOTAL		\$5,963,372	\$532,771	\$59,537	\$6,555,679	\$6,555,679	\$6,555,679	293,229	428,957

* See the corresponding exhibits for details

** Due to the drug card, paid claims are assumed to be equal to incurred claims.

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1/13/2016 4:07 PM
2013-CH-17450
PAGE 26 of 52

ANNUITANT ACTUAL MONTHLY HEALTHCARE UNIT COSTS

Pension Code	Medicare Status			Medical Actual Unit Cost	Drug Actual Unit Cost	ACTUAL UNIT FEES				Total Fee	2005 Total Actual Unit Cost	2005 Segal Projected Unit Cost (03/01/2005)	Difference
	Annuitant	Spouse	Child(ren)			BCBS Adm. Fee	Encompass Fee	Caremark Fee	Fee				
01	MED	----	----	\$122.63	\$131.63	\$13.66	\$0.00	\$0.10	\$13.77	\$268.03	\$299.55	(\$31.52)	
03	NON	----	----	\$401.52	\$89.00	\$31.90	\$4.96	\$0.18	\$37.04	\$527.56	\$629.72	(\$102.16)	
02	MED	MED	----	\$245.26	\$263.27	\$13.66	\$0.00	\$0.21	\$13.87	\$522.40	\$585.44	(\$63.04)	
04	MED	NON	----	\$524.15	\$220.63	\$31.90	\$4.96	\$0.29	\$37.15	\$781.93	\$915.61	(\$133.68)	
10	NON	MED	----	\$524.15	\$220.63	\$31.90	\$4.96	\$0.29	\$37.15	\$781.93	\$915.61	(\$133.68)	
05	NON	NON	----	\$803.05	\$177.99	\$31.90	\$4.96	\$0.37	\$37.22	\$1,018.26	\$1,222.28	(\$204.02)	
09	MED	MED	CHILD(REN)	\$328.16	\$294.12	\$31.90	\$4.96	\$0.46	\$37.32	\$659.61	\$733.17	(\$73.56)	
07	MED	NON	CHILD(REN)	\$607.06	\$251.49	\$31.90	\$4.96	\$0.54	\$37.40	\$895.94	\$1,039.84	(\$143.90)	
15	NON	MED	CHILD(REN)	\$607.06	\$251.49	\$31.90	\$4.96	\$0.54	\$37.40	\$895.94	\$1,039.84	(\$143.90)	
06	NON	NON	CHILD(REN)	\$885.95	\$208.85	\$31.90	\$4.96	\$0.62	\$37.48	\$1,132.27	\$1,346.51	(\$214.24)	
11	MED	----	CHILD(REN)	\$205.53	\$162.49	\$31.90	\$4.96	\$0.36	\$37.22	\$405.24	\$447.28	(\$42.04)	
17	NON	----	CHILD(REN)	\$484.43	\$119.85	\$31.90	\$4.96	\$0.44	\$37.29	\$641.57	\$753.95	(\$112.38)	
19	----	----	CHILD(REN)	\$82.90	\$30.86	\$31.90	\$4.96	\$0.25	\$37.11	\$150.87	\$161.39	(\$10.52)	

CITY OF CHICAGO
BENEFITS MANAGEMENT OFFICE

04/26/2007

ANNUITANT ACTUAL MONTHLY CONTRIBUTION RATES - 2005

PENSION CODE	MEDICARE STATUS		BASIC RATES						SPECIAL RATES		
	ANNUITANT	SPOUSE	CHILD(REN)	F	E	K	P	S	V	G, L, Q, T, W	H, J, M, R, U, X
				RETIRED BEFORE 08/23/89 NON-MEDICARE PAYS THE SAME AS MEDICARE	RETIRED ON/AFTER 08/23/89 W. CITY SHARE @55% ANNUITANT ACTUAL RATE	RETIRED ON/AFTER 07/01/05 W. 20 YEARS OF SERVICE & CITY SHARE @50% ANNUITANT ACTUAL RATE	RETIRED ON/AFTER 07/01/05 W. 15-19 YEARS OF SERVICE & CITY SHARE @45% ANNUITANT ACTUAL RATE	RETIRED ON/AFTER 07/01/05 W. 10-14 YEARS OF SERVICE & CITY SHARE @40% ANNUITANT ACTUAL RATE	RETIRED ON/AFTER 07/01/05 W. LESS THAN 10 YEARS OF SERVICE & CITY SHARE @30% ANNUITANT ACTUAL RATE	BORN BEFORE 12/31/1913 & AFTER 12/31/1908 RETIREE CAPPED RATES PER AGREEMENT ANNUITANT ACTUAL RATES**	BORN BEFORE 01/01/1909 RETIREE PAYS NO MORE THAN THE RATE PAID AS OF 06/01/2003 ANNUITANT CAPPED RATES
01	MED	---	---	\$66.00	\$66.00	\$79.00	\$92.00	\$106.00	\$213.00	\$51.00	
03	NON	---	---	\$66.00	\$152.00	\$179.00	\$205.00	\$232.00	\$443.00	\$80.00	
02	MED	MED	---	\$180.00	\$180.00	\$206.00	\$232.00	\$258.00	\$467.00	\$147.00	
04	MED	NON	---	\$180.00	\$297.00	\$336.00	\$375.00	\$414.00	\$727.00	\$178.00	
10	NON	MED	---	\$180.00	\$267.00	\$306.00	\$345.00	\$384.00	\$697.00	\$134.00	
05	NON	NON	---	\$180.00	\$373.00	\$424.00	\$475.00	\$526.00	\$933.00	\$190.00	
09*	MED	MED	CHILD(REN)	\$242.00	\$242.00	\$275.00	\$308.00	\$341.00	\$605.00	\$142.00	
07*	MED	NON	CHILD(REN)	\$242.00	\$348.00	\$393.00	\$438.00	\$483.00	\$841.00	\$253.00	
15*	NON	MED	CHILD(REN)	\$242.00	\$318.00	\$363.00	\$408.00	\$453.00	\$811.00	\$247.00	
06*	NON	NON	CHILD(REN)	\$242.00	\$425.00	\$481.00	\$538.00	\$594.00	\$1,047.00	\$253.00	
11*	MED	---	CHILD(REN)	\$127.00	\$127.00	\$148.00	\$168.00	\$188.00	\$350.00	\$64.00	
17*	NON	---	CHILD(REN)	\$127.00	\$204.00	\$236.00	\$268.00	\$300.00	\$557.00	\$169.00	
19*	---	---	CHILD(REN)	\$0.00	\$0.00	\$0.00	\$0.00	\$6.00	\$66.00	\$57.00	
30	NON	MED	---	781.93	781.93	781.93	781.93	781.93	781.93	781.93	\$76.00
31	MED	---	---	268.03	268.03	268.03	268.03	268.03	268.03	268.03	\$18.00 OR \$8.00
32	MED	MED	---	522.40	522.40	522.40	522.40	522.40	522.40	522.40	\$42.00 OR \$41.00
33	NON	---	---	527.56	527.56	527.56	527.56	527.56	527.56	527.56	\$55.00
34	MED	NON	---	781.93	781.93	781.93	781.93	781.93	781.93	781.93	\$76.00
35	NON	NON	---	1,018.26	1,018.26	1,018.26	1,018.26	1,018.26	1,018.26	1,018.26	\$110.00

* Average # of children per family unit: 1.386936

** Individual annuitant rate may be lower depending on the annuitant's date of retirement and years of services

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PAGE 28 of 52

CITY OF CHICAGO
BENEFITS MANAGEMENT OFFICE

04/26/2007

COMPARISON BETWEEN 2005 ACTUAL DUE RATES AND PAID RATES

MEDICARE STATUS		RETIRED BEFORE (NON-MEDICARE PAYS THE SAME AS MEDICARE)				RETIRED ON/AFTER 08/23/89 (CITY SHARE @ 55%)		RETIRED ON/AFTER 07/01/05 (W. 20 YEARS OF SERVICE & CITY SHARE @ 50%)		RETIRED ON/AFTER 07/01/05 (W. 15-19 YEARS OF SERVICE & CITY SHARE @ 45%)		RETIRED ON/AFTER 07/01/05 (W. 10-14 YEARS OF SERVICE & CITY SHARE @ 40%)		RETIRED ON/AFTER 07/01/05 (W. LESS THAN 10 YEARS OF SERVICE AND CITY SHARE @ 0%)	
ANNT.	SPOUSE	CHILD(REN).	ANNUIT. ACTUAL DUE RATES 2005	ANNUIT. PAID RATES 2005 (03/01/05)*	DIF.	ANNUIT. ACTUAL DUE RATES 2005	ANNUIT. PAID RATES 2005 (03/01/05)*	DIF.	ANNUIT. ACTUAL DUE RATES 2005	ANNUIT. PAID RATES 2005 (03/01/05)*	DIF.	ANNUIT. ACTUAL DUE RATES 2005	ANNUIT. PAID RATES 2005 (03/01/05)*	DIF.	
MED			\$66.00	\$80.00	(\$14)	\$66.00	\$80.00	(\$14)	\$79.00	\$95.00	(\$16)	\$92.00	\$110.00	(\$18)	
NON			\$66.00	\$80.00	(\$14)	\$152.00	\$198.00	(\$46)	\$179.00	\$230.00	(\$51)	\$205.00	\$261.00	(\$56)	
MED			\$180.00	\$208.00	(\$28)	\$180.00	\$208.00	(\$28)	\$206.00	\$238.00	(\$32)	\$232.00	\$267.00	(\$35)	
MED			\$180.00	\$208.00	(\$28)	\$297.00	\$357.00	(\$60)	\$336.00	\$403.00	(\$67)	\$375.00	\$449.00	(\$74)	
NON			\$180.00	\$208.00	(\$28)	\$267.00	\$327.00	(\$60)	\$306.00	\$373.00	(\$67)	\$345.00	\$419.00	(\$74)	
NON			\$180.00	\$208.00	(\$28)	\$373.00	\$465.00	(\$92)	\$424.00	\$526.00	(\$102)	\$475.00	\$587.00	(\$112)	
MED		CHILD(REN)	\$242.00	\$275.00	(\$33)	\$242.00	\$275.00	(\$33)	\$275.00	\$312.00	(\$37)	\$308.00	\$348.00	(\$40)	
MED		CHILD(REN)	\$242.00	\$275.00	(\$33)	\$348.00	\$413.00	(\$65)	\$393.00	\$465.00	(\$72)	\$438.00	\$517.00	(\$79)	
NON		CHILD(REN)	\$242.00	\$275.00	(\$33)	\$318.00	\$383.00	(\$65)	\$363.00	\$435.00	(\$72)	\$408.00	\$487.00	(\$79)	
NON		CHILD(REN)	\$242.00	\$275.00	(\$33)	\$425.00	\$521.00	(\$96)	\$481.00	\$588.00	(\$107)	\$538.00	\$656.00	(\$118)	
MED		CHILD(REN)	\$127.00	\$146.00	(\$19)	\$127.00	\$146.00	(\$19)	\$148.00	\$169.00	(\$21)	\$168.00	\$191.00	(\$23)	
NON		CHILD(REN)	\$127.00	\$146.00	(\$19)	\$204.00	\$254.00	(\$50)	\$236.00	\$292.00	(\$56)	\$268.00	\$330.00	(\$62)	
		CHILD(REN)	\$0.00	\$0.00	\$0	\$0.00	\$0.00	\$0	\$0.00	\$0.00	\$0	\$0.00	\$4.00	(\$4)	
		CHILD(REN)	\$0.00	\$0.00	\$0	\$0.00	\$0.00	\$0	\$0.00	\$0.00	\$0	\$6.00	\$12.00	(\$6)	
		CHILD(REN)	\$0.00	\$0.00	\$0	\$0.00	\$0.00	\$0	\$0.00	\$0.00	\$0	\$66.00	\$76.00	(\$10)	

* The paid rates for 01/2005 through 02/2005 are different.

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PAGE 29 of 52

CITY OF CHICAGO
 BENEFITS MANAGEMENT OFFICE
 2005 ANNUITANT HEALTHCARE CONTRIBUTION RECONCILIATION REPORT

Refund Category		Fund Group	Count of Primary Members	Paid Amount	Actual Amount Due	Refund to Annuitant or (Annuitant owe City)
Even - Capped Rate Groups		FIRE	63	\$33,534	\$33,534	\$0
		LABOR	54	\$28,260	\$28,260	\$0
		MUNICIPAL	189	\$113,703	\$113,703	\$0
		POLICE	128	\$68,895	\$68,895	\$0
		ALL	434	\$242,392	\$242,392	\$0
Amount Annuitants Owe City		FIRE	7	\$3,821	\$7,944	(\$4,123)
		LABOR	41	\$59,238	\$86,110	(\$26,874)
		MUNICIPAL	97	\$109,505	\$198,454	(\$88,949)
		POLICE	65	\$60,012	\$95,893	(\$35,881)
		ALL	210	\$232,574	\$388,401	(\$155,827)
Amount City Owes Annuitants	Adjusted & Current (The family unit has at least one monetary adjustment for 2005 from the fund, and the annuitant has current health coverage through the City annuitant plan)	FIRE	221	\$526,871	\$441,900	\$84,771
		LABOR	202	\$519,022	\$428,655	\$90,367
		MUNICIPAL	506	\$851,536	\$693,880	\$157,656
		POLICE	88	\$282,899	\$235,201	\$47,498
		ALL	1,017	\$2,179,928	\$1,798,436	\$380,492
	Adjusted & Dead/Cancelled (The family unit has at least one monetary adjustment for 2005 from the fund, and the City stopped receiving money for that person from his/her fund. While they may have died, it may also be a case of a living person dropping the health coverage)	FIRE	8	\$8,598	\$7,034	\$1,564
		LABOR	30	\$22,048	\$17,951	\$4,097
		MUNICIPAL	132	\$67,786	\$53,148	\$14,640
		POLICE	2	\$2,742	\$2,164	\$578
		ALL	170	\$101,174	\$80,295	\$20,879
	Adjusted & Lapsed (The family unit has at least one monetary adjustment for 2005 from the fund, and the annuitant has died. A spouse or child may have assumed the annuity)	MUNICIPAL	43	\$33,120	\$26,351	\$6,769
		ALL	43	\$33,120	\$26,351	\$6,769
	Clean (The annuitants have current health coverage through the City annuitant plan and there is no record of adjustments)	FIRE	2,761	\$5,610,337	\$4,626,414	\$983,923
		LABOR	2,331	\$5,889,862	\$4,840,213	\$1,049,649
		MUNICIPAL	8,581	\$18,844,751	\$15,427,605	\$3,417,146
		POLICE	8,577	\$23,728,588	\$19,531,383	\$4,197,205
		ALL	22,230	\$54,073,537	\$44,425,615	\$9,647,922
	Dead (The annuitant has died. A spouse or child may have assumed the annuity)	FIRE	181	\$143,278	\$113,574	\$29,704
		LABOR	153	\$144,460	\$115,124	\$29,336
		MUNICIPAL	287	\$297,327	\$238,154	\$59,173
		POLICE	388	\$389,774	\$294,800	\$74,974
		ALL	1,009	\$954,839	\$761,652	\$193,187
	Lapsed (The City stopped receiving money for the annuitants from their fund. While they may have died, it may also be a case of a living person dropping the health coverage)	FIRE	17	\$20,880	\$16,968	\$3,912
		LABOR	5	\$14,224	\$11,784	\$2,440
		MUNICIPAL	138	\$198,088	\$180,570	\$17,518
		POLICE	39	\$84,468	\$69,471	\$14,997
		ALL	199	\$317,660	\$258,793	\$58,867
Subtotal		FIRE	3,186	\$6,309,764	\$5,205,890	\$1,103,874
		LABOR	2,721	\$6,589,616	\$5,413,727	\$1,175,889
		MUNICIPAL	9,667	\$20,292,608	\$16,599,506	\$3,693,102
		POLICE	9,094	\$24,488,270	\$20,133,019	\$4,355,251
		ALL	24,668	\$57,680,258	\$47,352,142	\$10,308,116
Total		FIRE	3,256	\$6,347,119	\$5,247,368	\$1,099,751
		LABOR	2,816	\$6,877,112	\$5,528,097	\$1,149,015
		MUNICIPAL	9,953	\$20,515,816	\$16,911,683	\$3,604,153
		POLICE	9,287	\$24,595,177	\$20,295,807	\$4,299,370
		ALL	25,312	\$58,135,224	\$47,982,935	\$10,152,289

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Exhibit A-1
City of Chicago
Medicare Medical Data

Incurring and Paid Settlement Claims - For Calendar Year 2005
Medicare¹

	Incurred Claims ²			Paid Claims ³			
	Known Incurred Claims Paid Through February 2007 [A]	Estimated Outstanding Incurred Claims [B]	% of Estimated Total Incurred Claims Outstanding [B / C]	Estimated Total Incurred Claims [C = A + B]	Actual Paid Claims for Claims Incurred during CY 2005 [D]	Actual Paid Claims for Claims Incurred Prior to CY 2005 [E]	Total Paid Claims [F = D + E]
Jan-05	\$2,272,327.64	\$6,480.02	0.28%	\$2,278,807.66	\$149,352.58	\$2,411,811.26	\$2,561,163.84
Feb-05	2,152,001.22	8,028.53	0.37%	2,160,029.75	1,081,521.45	1,023,518.03	2,105,039.48
Mar-05	2,455,719.84	10,569.92	0.43%	2,466,289.76	1,923,614.12	525,621.48	2,449,235.60
Apr-05	2,433,237.76	13,194.36	0.54%	2,446,432.12	2,088,665.37	502,229.26	2,590,894.63
May-05	2,403,631.59	15,612.17	0.65%	2,419,243.76	2,023,727.66	287,719.93	2,321,447.59
Jun-05	2,423,081.94	20,035.18	0.82%	2,443,117.12	2,439,006.25	166,322.24	2,605,328.49
Jul-05	2,264,349.39	22,958.49	1.00%	2,287,307.88	1,930,896.42	151,801.13	2,082,697.55
Aug-05	2,629,690.19	31,151.27	1.17%	2,660,841.46	2,288,796.38	123,413.39	2,392,209.77
Sep-05	2,638,218.16	36,409.04	1.36%	2,674,627.20	2,149,709.80	94,587.09	2,244,296.89
Oct-05	2,560,280.29	41,285.31	1.59%	2,601,565.60	2,375,134.73	198,142.86	2,573,277.59
Nov-05	2,549,856.39	48,558.19	1.87%	2,598,414.58	2,452,977.73	160,128.88	2,613,106.61
Dec-05	2,507,614.63	52,086.92	2.04%	2,559,711.55	2,708,319.30	128,404.49	2,836,723.79
Jan-06	N/A	N/A	N/A	N/A	2,183,817.26	N/A	N/A
Feb-06	N/A	N/A	N/A	N/A	972,953.22	N/A	N/A
Mar-06	N/A	N/A	N/A	N/A	597,758.29	N/A	N/A
Apr-06	N/A	N/A	N/A	N/A	225,105.85	N/A	N/A
May-06	N/A	N/A	N/A	N/A	320,101.86	N/A	N/A
Jun-06	N/A	N/A	N/A	N/A	492,331.67	N/A	N/A
Jul-06	N/A	N/A	N/A	N/A	127,648.95	N/A	N/A
Aug-06	N/A	N/A	N/A	N/A	80,281.64	N/A	N/A
Sep-06	N/A	N/A	N/A	N/A	320,695.99	N/A	N/A
Oct-06	N/A	N/A	N/A	N/A	72,245.39	N/A	N/A
Nov-06	N/A	N/A	N/A	N/A	153,020.76	N/A	N/A
Dec-06	N/A	N/A	N/A	N/A	50,533.96	N/A	N/A
Jan-07	N/A	N/A	N/A	N/A	13,509.50	N/A	N/A
Feb-07	N/A	N/A	N/A	N/A	88,272.91	N/A	N/A
TOTAL (1/1/05-2/28/07)	\$29,280,009.04	\$306,379.40	1.04%	\$29,586,388.44	\$29,290,009.04	\$5,783,700.04	\$35,073,709.08

¹ All claims data is based upon monthly electronic data received from BlueCross BlueShield of Illinois.
² Incurred claims shown above are based on data paid through February 28, 2007.
³ This column represents the actual paid amount per month in which the incurred claims for January 2005 through December 2005 were paid.

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 PAGE 31 of 52

Exhibit A-2
City of Chicago
Non-Medicare Medical Data
Incurred and Paid Settlement Claims - For Calendar Year 2005

	Incurred Claims ²				Paid Claims ³ Actual Paid				Total Paid Claims (F = D + E)
	[A]	[B]	[C = A + B]	[B / C]	0	[D]	[E]	[F = D + E]	
Jan-05	\$4,621,138.32	\$1,396.13	\$4,622,534.45	0.03%	0	\$754,326.52	\$5,480,688.39	\$6,235,014.91	
Feb-05	6,083,508.64	2,235.63	6,085,745.27	0.04%	0	3,052,058.05	1,567,820.07	4,619,878.12	
Mar-05	5,682,292.94	5,349.52	5,687,642.46	0.09%	0	5,391,257.01	1,045,836.01	6,437,093.02	
Apr-05	5,497,880.59	5,307.06	5,503,187.65	0.10%	0	5,189,145.32	538,926.49	5,728,071.81	
May-05	5,696,444.04	15,432.96	5,711,877.00	0.27%	0	5,990,215.56	348,515.82	6,328,731.38	
Jun-05	5,417,155.15	17,060.27	5,434,215.42	0.31%	0	5,872,205.11	381,075.92	6,253,281.03	
Jul-05	5,093,275.19	17,073.74	5,110,348.93	0.33%	0	4,536,246.06	209,929.63	4,746,175.69	
Aug-05	5,285,210.62	16,572.31	5,301,782.93	0.31%	0	5,779,398.48	252,634.05	6,032,032.53	
Sep-05	5,678,161.76	18,971.40	5,697,133.16	0.33%	0	5,204,155.44	100,853.52	5,305,008.96	
Oct-05	5,647,669.08	22,414.71	5,670,083.79	0.40%	0	5,734,199.13	88,108.87	5,822,308.00	
Nov-05	6,764,248.35	26,843.02	6,791,091.37	0.40%	0	5,999,337.16	91,459.35	6,090,796.51	
Dec-05	5,510,789.49	25,025.87	5,535,815.36	0.45%	0	6,629,050.81	33,436.48	6,662,537.29	
Jan-06	N/A	N/A	N/A	N/A	0	4,032,242.25	N/A	N/A	
Feb-06	N/A	N/A	N/A	N/A	0	944,702.60	N/A	N/A	
Mar-06	N/A	N/A	N/A	N/A	0	956,074.27	N/A	N/A	
Apr-06	N/A	N/A	N/A	N/A	0	311,072.07	N/A	N/A	
May-06	N/A	N/A	N/A	N/A	0	303,457.15	N/A	N/A	
Jun-06	N/A	N/A	N/A	N/A	0	66,507.04	N/A	N/A	
Jul-06	N/A	N/A	N/A	N/A	0	70,375.24	N/A	N/A	
Aug-06	N/A	N/A	N/A	N/A	0	51,919.54	N/A	N/A	
Sep-06	N/A	N/A	N/A	N/A	0	13,774.53	N/A	N/A	
Oct-06	N/A	N/A	N/A	N/A	0	27,729.36	N/A	N/A	
Nov-06	N/A	N/A	N/A	N/A	0	17,675.50	N/A	N/A	
Dec-06	N/A	N/A	N/A	N/A	0	32,059.92	N/A	N/A	
Jan-07	N/A	N/A	N/A	N/A	0	12,833.42	N/A	N/A	
Feb-07	N/A	N/A	N/A	N/A	0	15,757.63	N/A	N/A	
TOTAL (1/1/05-2/28/07)	\$66,977,775.17	\$173,682.64	\$67,151,457.81	0.26%	0	\$66,977,775.17	\$10,139,334.60	\$70,260,829.25	

¹ All claims data is based upon monthly electronic data received from BlueCross BlueShield of Illinois.

² Incurred claims shown above are based on data paid through February 28, 2007.

³ This column represents the actual paid amount per month in which the incurred claims for January 2005 through December 2005 were paid.

**Exhibit A-3
City of Chicago
Child Medical Data
Incurred and Paid Settlement Claims - For Calendar Year 2005**

	Incurred Claims ²				Paid Claims ³				Total Paid Claims [F = D + E]
	0 [A]	0 [B]	0 [C = A + B]	0 [B / C]	0 [D]	0 [E]	0 [F = D + E]		
Jan-05	\$88,869.66	\$827.12	\$89,496.78	0.92%	\$13,063.25	\$124,446.42	\$137,509.67		
Feb-05	119,625.95	1,106.93	120,732.88	0.92%	54,972.14	64,555.50	119,527.64		
Mar-05	95,152.06	899.87	96,051.93	0.94%	97,559.27	20,847.19	118,406.46		
Apr-05	119,764.77	1,182.43	120,947.20	0.98%	101,420.69	21,961.60	123,382.29		
May-05	78,421.39	804.49	79,225.88	1.02%	82,264.36	31,277.69	113,542.07		
Jun-05	90,761.30	935.22	91,696.52	1.02%	95,959.19	12,485.93	108,445.12		
Jul-05	102,401.74	1,063.38	103,465.12	1.03%	72,089.43	2,760.75	74,850.18		
Aug-05	122,143.92	674.81	122,818.73	0.55%	105,141.18	(7,010.72)	98,130.46		
Sep-05	128,005.72	758.86	128,764.58	0.59%	111,157.68	1,378.90	112,536.58		
Oct-05	102,909.10	877.02	103,786.12	0.85%	133,647.22	(6,494.05)	127,153.17		
Nov-05	122,985.50	1,445.43	124,430.93	1.16%	111,583.24	2,776.11	114,359.35		
Dec-05	142,652.70	2,092.61	144,745.31	1.45%	107,613.54	233.30	107,846.84		
Jan-06	N/A	N/A	N/A	N/A	109,157.98	N/A	N/A		
Feb-06	N/A	N/A	N/A	N/A	33,503.29	N/A	N/A		
Mar-06	N/A	N/A	N/A	N/A	14,280.77	N/A	N/A		
Apr-06	N/A	N/A	N/A	N/A	9,991.15	N/A	N/A		
May-06	N/A	N/A	N/A	N/A	16,895.26	N/A	N/A		
Jun-06	N/A	N/A	N/A	N/A	3,863.71	N/A	N/A		
Jul-06	N/A	N/A	N/A	N/A	5,018.96	N/A	N/A		
Aug-06	N/A	N/A	N/A	N/A	6,131.74	N/A	N/A		
Sep-06	N/A	N/A	N/A	N/A	4,578.64	N/A	N/A		
Oct-06	N/A	N/A	N/A	N/A	315.63	N/A	N/A		
Nov-06	N/A	N/A	N/A	N/A	11,954.92	N/A	N/A		
Dec-06	N/A	N/A	N/A	N/A	8,930.78	N/A	N/A		
Jan-07	N/A	N/A	N/A	N/A	1,628.51	N/A	N/A		
Feb-07	N/A	N/A	N/A	N/A	761.26	N/A	N/A		
TOTAL (1/1/05-2/28/07)	\$1,313,493.81	\$12,868.18	\$1,326,161.99	0.96%	\$1,313,493.81	\$269,218.62	\$1,355,689.83		

¹ All claims data is based upon monthly electronic data received from BlueCross BlueShield of Illinois.

² Incurred claims shown above are based on data paid through February 28, 2007.

³ This column represents the actual paid amount per month in which the incurred claims for January 2005 through December 2005 were paid.

ELECTRONICALLY FILED
1/13/2016 4:07 PM
2013-CH-17450
PAGE 33 of 52

Exhibit A-4
City of Chicago
Total Medical Data

Incurred and Paid Settlement Claims - For Calendar Year 2005

	Incurred Claims ²				Paid Claims ³			Total Paid Claims [F = D + E]
	Known Incurred Claims Paid Through February 2007 [A]	Estimated Outstanding Incurred Claims [B]	Estimated Total Incurred Claims [C = A + B]	% of Estimated Total Incurred Claims Outstanding [B / C]	Actual Paid Claims for Claims Incurred Prior to CY 2005 [E]	Actual Paid Claims during CY 2005 [D]	Actual Paid Claims for Claims Incurred during CY 2005 [F]	
Jan-05	\$6,982,135.62	\$8,703.27	\$6,990,838.89	0.12%		\$916,742.35	\$8,016,946.07	\$8,933,688.42
Feb-05	8,355,136.81	11,371.10	8,366,507.91	0.14%		4,188,551.64	2,655,893.60	6,844,445.24
Mar-05	8,233,164.84	16,819.31	8,249,984.15	0.20%		7,412,430.40	1,592,304.68	9,004,735.08
Apr-05	8,050,883.12	19,683.85	8,070,566.97	0.24%		7,379,231.38	1,063,117.35	8,442,348.73
May-05	8,178,497.02	31,849.63	8,210,346.65	0.39%		8,086,207.60	677,513.44	8,763,721.04
Jun-05	7,930,998.39	38,030.67	7,969,029.06	0.48%		8,407,170.55	559,884.09	8,967,054.64
Jul-05	7,460,026.32	41,095.61	7,501,121.93	0.55%		6,539,231.91	364,481.51	6,903,723.42
Aug-05	8,037,044.73	48,398.39	8,085,443.12	0.60%		8,153,336.04	369,036.72	8,522,372.76
Sep-05	8,444,385.64	56,139.30	8,500,524.94	0.66%		7,465,022.92	196,819.51	7,661,842.43
Oct-05	8,310,858.47	64,577.04	8,375,435.51	0.77%		8,242,981.08	279,757.68	8,522,738.76
Nov-05	9,437,090.24	76,846.64	9,513,936.88	0.81%		8,563,898.13	254,364.34	8,818,262.47
Dec-05	8,161,056.82	79,215.40	8,240,272.22	0.96%		9,444,983.65	162,124.27	9,607,107.92
Jan-06	N/A	N/A	N/A	N/A		6,325,217.49	N/A	N/A
Feb-06	N/A	N/A	N/A	N/A		1,951,159.11	N/A	N/A
Mar-06	N/A	N/A	N/A	N/A		1,568,123.33	N/A	N/A
Apr-06	N/A	N/A	N/A	N/A		546,169.07	N/A	N/A
May-06	N/A	N/A	N/A	N/A		640,454.27	N/A	N/A
Jun-06	N/A	N/A	N/A	N/A		562,702.42	N/A	N/A
Jul-06	N/A	N/A	N/A	N/A		203,043.15	N/A	N/A
Aug-06	N/A	N/A	N/A	N/A		138,342.92	N/A	N/A
Sep-06	N/A	N/A	N/A	N/A		339,049.16	N/A	N/A
Oct-06	N/A	N/A	N/A	N/A		100,290.38	N/A	N/A
Nov-06	N/A	N/A	N/A	N/A		182,651.18	N/A	N/A
Dec-06	N/A	N/A	N/A	N/A		91,524.66	N/A	N/A
Jan-07	N/A	N/A	N/A	N/A		27,971.43	N/A	N/A
Feb-07	N/A	N/A	N/A	N/A		104,791.80	N/A	N/A
TOTAL (1/1/05-2/28/07)	\$97,581,278.02	\$492,730.22	\$98,074,008.24	0.50%		\$97,581,278.02	\$16,192,253.26	\$100,992,040.91

¹ All claims data is based upon monthly electronic data received from BlueCross BlueShield of Illinois.
² Incurred claims shown above are based on data paid through February 28, 2007.
³ This column represents the actual paid amount per month in which the incurred claims for January 2005 through December 2005 were paid.

ELECTRONICALLY FILED
 1/13/2016 4:07 PM
 2013-CH-17450
 PAGE 34 of 52

Exhibit B
City of Chicago
2005 Real Deal Settlement Summary (received in 05/2006)

Group No.	Real Deal	BARS ADPs	MRC ADPs*	NonMRC ADPs	Settlement	Incentive		MRCs Owed*		Adjusted	Settlement Plan	
						Adv Payments	Settlement	8/02 - 5/03	Net Settlement		Medicare	Non-Medicare
000013600	72,078.00	\$13,918.43	72.82	13,845.61	58,232.39			(47.13)	58,185.26			
000015600		\$0.00										
000016600	9,275.00	\$5,801.79	30.35	5,771.44	3,503.56			(19.65)	3,483.91			
000016604	19,079.00	\$28,541.68	149.33	28,392.35	(9,313.35)			(96.66)	(9,410.01)			(9,313.35)
000074965	(458.00)	(\$1,126.61)	(5.89)	(1,120.72)	662.72			3.82	666.54			
000M17600	4,127,510.00	\$4,513,136.91	23,603.25	4,489,533.66	(362,023.66)			(15,277.77)	(377,301.43)			
000M18600	5,452,263.00	\$5,912,161.08	30,920.01	5,881,241.07	(428,978.07)			(20,013.72)	(448,991.79)			
000M18601	63,149.00	\$65,472.84	342.42	65,130.42	(1,981.42)			(221.64)	(2,243.82)			
000P16602	60,010,782.00	\$59,182,672.44	309,639.40	58,873,033.04	1,137,748.96			(200,421.59)	501,266.62			701,688.21
000P16603	30.00	\$0.00			30.00				15.75			15.75
000P16605	(44.00)	(\$65.27)	(0.34)	(64.93)	20.93			0.22	21.15			20.93
000P16606	192,154.00	\$191,398.81	1,001.38	190,397.43	1,756.57			(648.17)	(1,120.09)			(471.92)
000P16610	204,383.00	\$213,186.09	1,115.37	212,070.72	(7,887.72)			(721.95)	(8,700.20)			(7,978.25)
000P17600	62,867,745.00	\$61,594,032.04	322,130.57	61,271,901.47	1,595,843.53			(208,506.75)	1,301,845.02			
000P18600	60,720,138.00	\$59,312,158.76	310,196.60	59,001,962.16	1,718,175.84			(200,782.21)	1,389,345.85			
000P18601	6,843,820.00	\$6,471,557.50	33,845.59	6,437,711.91	406,108.09			(21,907.37)	365,501.00			
000P19600	140,886.00	\$47,650.70	249.30	47,401.40	93,584.60			(161.37)	93,423.23			
000P20600	57,080.00	\$60,008.81	313.84	59,694.97	(2,614.97)			(203.14)	(2,877.16)			
000P89900	97.00	\$0.00			97.00				97.00			
000P96600		\$0.00										
Grand Total	200,780,067.00	\$197,610,506.00	1,033,604.00	196,576,902.00	4,203,165.00			(669,025.08)	2,863,206.83			
Retirees	60,648,362.00	59,681,978.06	312,251.73	59,369,726.34	1,278,635.66			(202,112.48)	637,929.16			
Actives	140,131,705.00	137,928,527.94	721,352.27	137,207,175.66	2,924,529.34			(466,912.60)	2,225,277.67			
Total	200,780,067.00	197,610,506.00	1,033,604.00	196,576,902.00	4,203,165.00			(669,025.08)	2,863,206.83			

693,274.72

* Data is not provided by group number but on global account basis. Therefore, MRC's are estimated based on same percentage of retiree versus active ADP's to total ADP's.

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 1/13/2016 4:07 PM
 2013-CH-17450
 PAGE 35 of 52

Exhibit C
City of Chicago
Subrogation Recovery Received in 12/2005

<u>Case</u>	<u>Group Nbr</u>	<u>TotalRecov</u>	<u>RecovAsOf</u>
1	P16602	\$1,957.90	1/11/2005
2	P16602	\$430.20	1/11/2005
3	P16602	\$647.95	1/11/2005
4	P16602	\$545.81	1/26/2005
5	P16602	\$1,087.78	2/23/2005
6	P16602	\$734.00	3/9/2005
7	P16602	\$1,233.06	3/9/2005
8	P16602	\$6,666.66	3/29/2005
9	P16602	\$704.45	3/29/2005
10	P16602	\$459.57	3/31/2005
11	P16602	\$1,063.08	4/11/2005
12	P16602	\$1,892.79	4/25/2005
13	P16602	\$419.22	5/13/2005
14	P16602	\$4,020.08	5/16/2005
15	P16602	\$244.53	5/16/2005
16	P16602	\$1,077.64	5/16/2005
17	P16602	\$5,531.05	5/31/2005
18	P16602	\$259.37	5/31/2005
19	P16602	\$345.64	5/31/2005
20	P16602	\$2,851.18	5/31/2005
21	P16602	\$352.72	5/31/2005
22	P16602	\$4,500.00	6/27/2005
23	P16602	\$705.54	6/27/2005
24	P16602	\$1,085.00	7/26/2005
25	P16602	\$468.81	7/26/2005
26	P16602	\$141.92	7/27/2005
27	P16602	\$1,603.35	7/27/2005
28	P16602	\$911.35	8/8/2005
29	P16602	\$378.40	8/8/2005
30	P16602	\$585.01	8/8/2005
31	P16602	\$1,269.89	8/8/2005
32	P16602	\$3,887.87	8/8/2005
33	P16602	\$300.00	8/23/2005
34	P16602	\$371.57	8/23/2005
35	P16602	\$393.33	8/24/2005
36	P16602	\$718.40	8/24/2005
37	P16602	\$3,502.85	8/24/2005
38	P16602	\$321.30	9/1/2005
39	P16602	\$1,495.36	9/27/2005
40	P16602	\$1,055.90	9/27/2005
41	P16602	\$342.23	9/27/2005
42	P16602	\$581.87	9/27/2005
43	P16602	\$2,900.00	10/12/2005
44	P16602	\$400.00	10/12/2005
45	P16602	\$1,250.00	10/25/2005
46	P16602	\$654.66	10/31/2005
47	P16602	\$350.22	10/31/2005
48	P16602	\$2,540.65	11/14/2005
49	P16602	\$1,444.36	11/14/2005
50	P16602	\$13,333.33	11/28/2005
51	P16602	\$218.00	11/28/2005
52	P16602	\$4,537.56	11/28/2005
53	P16602	\$933.28	11/29/2005

ELECTRONICALLY FILED
 1/13/2016 4:07 PM
 2013-CH-17450
 PAGE 36 of 52

**Exhibit C
City of Chicago
Subrogation Recovery Received in 12/2005**

54	P16602	\$608.93	11/29/2005
55	P16602	\$5,398.05	11/29/2005
56	P16602	\$415.41	11/29/2005
57	P16605	\$2,336.94	9/27/2005
58	P16606	\$2,210.94	5/16/2005
59	P16606	\$834.42	7/27/2005
60	P16606	\$1,016.74	10/31/2005
61	P16606	\$971.81	12/28/2005

Total - Non Medicare **\$99,499.93**

Net Recovery (net of Kukankos' service fee: 1/3 of the recovery): **\$66,333.29**

ELECTRONICALLY FILED
1/13/2016 4:07 PM
2013-CH-17450
PAGE 37 of 52

Exhibit D
City of Chicago
2005 ANNUITANT DRUG COSTS SUMMARY

	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Sep-05	Oct-05	Nov-05	Dec-05	Total
MEDICARE													
DY	\$2,134,551	\$2,220,408	\$2,464,842	\$2,344,835	\$2,433,394	\$2,484,485	\$2,474,049	\$2,745,167	\$2,532,915	\$2,693,539	\$2,794,492	\$2,978,979	\$30,301,657
DYM	\$157,911	\$310,004	\$302,153	\$294,816	\$321,186	\$318,028	\$314,729	\$341,358	\$343,702	\$325,388	\$337,657	\$349,770	\$3,716,503
DY50							\$0	\$663	\$354	\$1,652	\$2,148	\$1,848	\$6,665
SUBTOTAL-CLAIMS	\$2,292,462	\$2,530,412	\$2,766,995	\$2,639,451	\$2,754,581	\$2,802,513	\$2,788,778	\$3,087,188	\$2,876,970	\$3,020,579	\$3,134,298	\$3,330,597	\$34,024,826
OTHER COSTS	\$205	\$25	\$115	\$180	\$15	\$100	\$100	\$11,893	\$10	\$2,487	\$109	\$9,989	\$25,238
TOTAL - MEDICARE	\$2,292,667	\$2,530,437	\$2,767,110	\$2,639,641	\$2,754,596	\$2,802,613	\$2,788,878	\$3,099,082	\$2,876,980	\$3,023,066	\$3,134,407	\$3,340,586	\$34,050,063
NON-MEDICARE													
DN	\$995,123	\$1,161,530	\$1,309,943	\$1,269,454	\$1,257,357	\$1,360,567	\$1,270,256	\$1,428,784	\$1,368,739	\$1,279,660	\$1,445,381	\$1,599,666	\$15,746,459
DNM	\$22,885	\$27,182	\$29,806	\$33,370	\$28,943	\$30,558	\$39,774	\$33,066	\$29,520	\$46,510	\$26,983	\$33,155	\$381,751
DN00	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$145	\$161	\$306
DN50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$355	\$2,023	\$1,384	\$2,970	\$5,827	\$12,569
SUBTOTAL-CLAIMS	\$1,018,008	\$1,188,713	\$1,338,749	\$1,302,824	\$1,286,300	\$1,391,125	\$1,310,029	\$1,462,206	\$1,400,282	\$1,327,553	\$1,475,478	\$1,638,809	\$16,141,075
OTHER COSTS	\$1,794	\$45	\$25	\$40	\$45	\$140	\$16,818	(\$2,135)	\$369	\$17,854	(\$700)	\$5	\$34,299
TOTAL - NON-MEDICARE	\$1,019,801	\$1,188,758	\$1,338,774	\$1,302,864	\$1,286,345	\$1,391,265	\$1,326,847	\$1,460,070	\$1,400,651	\$1,345,407	\$1,474,778	\$1,638,814	\$16,175,374
GRAND TOTAL	\$3,312,469	\$3,719,195	\$4,106,884	\$3,942,505	\$4,040,941	\$4,193,878	\$4,115,726	\$4,559,152	\$4,277,631	\$4,368,473	\$4,609,184	\$4,979,400	\$50,225,437

ELECTRONICALLY FILED
1/13/2016 4:07 PM
2013CHP450
PAGE 38 of 52

Exhibit E

City of Chicago
Caremark 2005 Annuitant Drug Rebate Summary

	Count Of Mail RXS	Count of Retail RXS	Grand Total	Mail Rebate	Retail Rebate	Total
Medicare	217,259	288,463	505,722	\$ 1,548,122.71	\$ 697,625.29	\$ 2,245,748.00
Non-Medicare	68,854	182,781	251,635	\$ 490,402.17	\$ 441,651.58	\$ 932,053.75
Grand Total	286,113	471,244	757,357	\$ 2,038,524.89	\$ 1,139,276.87	\$ 3,177,801.75

ELECTRONICALLY FILED
1/13/2016 4:07 PM
2013 CH 17450
PAGE 39 of 52

Exhibit F
City of Chicago
Annual Eligibility Break-Out Based On Pension Fund Codes Per Monthly Files
Provided By Pension Funds

	MODIFIED			ALL
	MEDICARE	NON-MEDICARE	ALL	
2,005 MEMBER	185,890	106,830	292,720	292,720
SPOUSE	55,531	58,520	114,051	114,051
CHD ANT.	509		509	618 *
FAMILIES W/CHILDREN				21,568 *
TOTAL	241,421	165,350	407,280	428,957

* As Pension files do not show how many children there are in a family, the count of children was estimated based on the average # of children per family per City's eligibility file for the same period.

**Exhibit G
City of Chicago**

2005 BCBS Administrative Fee for Annuitants

PLAN GROUP	MONTHLY ADMINISTRATIVE FEE PER FAMILY UNIT
MEDICARE	\$13.66
NON-MEDICARE	\$31.90

ELECTRONICALLY FILED
1/13/2016 4:07 PM
2013-CH-17450
PAGE 41 of 52

Exhibit H
City of Chicago
Encompass Service Fees - 2005

Category	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Sep-05	Oct-05	Nov-05	Dec-05	Total
CM - Medicare	0.00	0.00	0.00	48.26	337.81	48.25	0.00	72.39	241.28	96.51	0.00	0.00	0.00
CM - Non-Medicare	8,421.08	12,209.16	12,040.21	9,916.89	8,831.09	11,788.88	8,855.17	9,796.29	10,133.95	11,074.93	8,372.59	9,796.13	\$121,246.37
DM - Medicare	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
DM - Non-Medicare	7,310.79	7,334.79	11,364.16	8,227.65	9,313.24	8,468.92	7,334.93	8,348.25	5,018.57	6,369.72	6,466.21	5,428.59	\$90,985.82
DME - Medicare	241.28	48.26	72.39	120.64	48.26	0.00	0.00	0.00	0.00	48.26	0.00	0.00	\$579.08
DME - Non-Medicare	2,147.49	1,978.52	3,932.97	3,812.24	1,689.02	3,812.30	3,281.53	3,957.01	2,557.68	3,305.62	1,737.26	2,750.63	\$34,962.27
Specialty - Medicare	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Specialty - Non-Med	619.21	302.36	620.82	324.89	1,470.02	432.64	535.58	1,079.21	1,005.20	1,108.16	386.00	963.40	\$8,847.49
UR - Medicare	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
UR - Non-Medicare	23,276.58	23,281.12	23,090.44	22,974.67	23,020.07	23,115.41	23,022.34	22,915.65	22,863.44	22,820.31	22,749.94	22,749.94	\$276,150.04
Total - Medicare	241.28	48.26	72.39	168.90	386.07	48.25	0.00	72.39	241.28	144.76	0.00	0.00	579.08
Total - Non-Medicare	41,775.15	45,105.95	51,048.60	45,256.34	44,323.44	47,532.81	43,122.62	46,203.10	41,631.05	44,721.87	39,782.37	41,688.69	532,191.99
Total Annuitants CM & UR Expense	42,016.43	45,154.21	51,120.99	45,425.24	44,709.51	47,581.06	43,122.62	46,275.49	41,872.33	44,866.63	39,782.37	41,688.69	532,771.07

ELECTRONICALLY FILED
 1/13/2016 4:07 PM
 2013-CH-17450
 PAGE 42 of 52

EXHIBIT 8

APPLICATION OF ANNUITANT CREDIT AMOUNTS IN THE RECONCILIATION PROCEDURES AND/OR RATE SETTING PROCESS AS DESCRIBED IN PARAGRAPHS 3.h AND 3.i

Example:

A Plan Year's Final Reconciliation Report shows an Annuitant Credit Amount of \$100,000, which consists of non-refunded amounts either from the \$20 or less threshold or from the 0.20% test under Paragraph 3.h, or from Unclaimed Refunds under Paragraph 3.i. The \$100,000 Annuitant Credit Amount comes from the following group participants:

- Medicare single and Medicare couple: \$20,000
- Non-Medicare single and non-Medicare: \$50,000
- Mixed couple or family (combination of Medicare and Non-Medicare): \$30,000

A. **Applying Annuitant Credit Amounts In The Following Plan Year Reconciliation**

If the following Plan Year reconciliation occurs before the monthly rate setting for the next monthly rate period, the Annuitant Credit Amount will be applied in the following Plan Year Final Reconciliation Report as follows:¹

The following Plan Year Final Reconciliation Report shows the following:

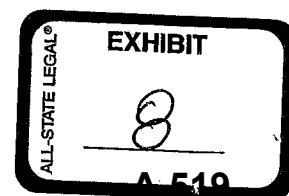
- 20,360 Medicare participants
- 14,950 Non-Medicare participants

The Monthly True Contribution Rates are:

- Medicare single rate: \$50
- Non-Medicare single: \$150
- Medicare couple: \$155
- Non-Medicare couple: \$385
- Medicare & Non-Medicare couple: \$285
- Non-Medicare & Medicare couple: \$255

¹ Annuitant Credit Amounts derived from Unclaimed Refunds will be applied only as described in Paragraph 3.i.

ELECTRONICALLY FILED
1/13/2016 4:07 PM
2013-CH-17450
PAGE 43 of 52



Step 1: Separate the Annuitant Credit Amount into the respective two groups: Medicare and Non-Medicare

The Annuitant Credit Amount will be attributed to the two subgroups: Medicare and Non-Medicare. The basis for us to separate the Annuitant Credit Amount into the two groups is the detail data which supports the total Annuitant Credit Amount. The Annuitant Credit Amount from the Medicare singles and Medicare couples will be grouped under Medicare Group while the Annuitant Credit Amount from Non-Medicare singles and Non-Medicare couples will be grouped under the Non-Medicare group. The Annuitant Credit Amount from the mixed couples or families will be split at fifty/fifty percentage between Medicare and Non-Medicare groups.

Calculation based on the example above:

The Annuitant Credit Amount that is attributed to Medicare = \$35,000 (\$20,000 from pure Medicare participants + \$15,000, from 50% of the mixed couple and family participants).

The Annuitant Credit Amount that is attributed to Non-Medicare = \$65,000 (\$50,000 from pure Non-Medicare participants + \$15,000, from 50% of the mixed couple and family participants).

Step 2: Calculate the average monthly Annuitant Credit Amount per Medicare participant and per Non-Medicare participant.

Medicare:

\$35,000 (Annuitant Credit Amount from the prior Plan Year Final Reconciliation Report) divided by 20,360 (Medicare participants) divided by 12 months = \$0.14 (monthly Annuitant Credit Amount per Medicare participant)

Non-Medicare:

\$65,000 (Annuitant Credit Amount from the prior Plan Year Final Reconciliation Report) divided by 14,950 (Non-Medicare participants) divided by 12 months = \$0.36 (monthly Annuitant Credit Amount per Medicare participant)

Step 3: Apply the participant's monthly Annuitant Credit Amount against the true contribution rates.

The participant unit Annuitant Credit Amount will be applied against the true unit costs reported in the Final Reconciliation Report. The single Medicare unit and the single Non-Medicare unit true rate will be reduced by one Medicare participant Annuitant Credit Amount

ELECTRONICALLY FILED
1/13/2016 4:07 PM
2013-CH-17450
PAGE 44 of 52

and one Non-Medicare participant Annuitant Credit Amount respectively. The Medicare and Non-Medicare couple unit true rate will be reduced by two Medicare and Non-Medicare participants' Annuitant Credit Amount respectively. The mixed couple and family units will be reduced by the combination of the corresponding participants' Annuitant Credit Amount.

Following are the new true monthly rates reflecting the Annuitant Credit Amount:

- Medicare single rate is \$49.86 (\$50 - \$0.14)
- Non-Medicare single is \$149.64 (\$150 - \$0.36)
- Medicare couple is \$154.72 (\$155 - \$0.14 - \$0.14)
- Non-Medicare couple is \$384.28 (\$385 - \$0.36 - \$0.36)
- Medicare & Non-Medicare couple is \$284.50 (\$285 - \$0.14 - \$0.36)
- Non-Medicare & Medicare couple is \$254.50 (\$255 - \$0.14 - \$0.36)

Therefore, if a Medicare single actually paid \$80 while the true contribution rate per the Final Reconciliation Report is \$49.86, the Medicare single will be refunded \$361.68 ((12 months * (\$80 - \$49.86)). Out of the \$361.68, \$1.68 was the Annuitant Credit Amount from the prior Plan Year Final Reconciliation Report.

B. Applying Annuitant Credit Amounts In The Next Rate-Setting Process

If the monthly rate setting for the next period occurs before the following Plan Year reconciliation, the Annuitant Credit Amounts shown in a Plan Year Final Reconciliation Report will be applied to reduce the monthly rates for the next monthly rate period.²

The enrollment in the most recent month at the time of establishing the monthly rates for the next rate setting period will be used to determine the unit Annuitant Credit Amount, which will be applied to reduce the monthly rates.

² Annuitant Credit Amounts derived from Unclaimed Refunds will be applied only as described in Paragraph 3.i, and not in the next rate-setting process.

The monthly rates for the next rate setting period are as follows:

Medicare single rate: \$70

Non-Medicare single: \$170

Medicare couple: \$195

Non-Medicare couple: \$425

Medicare & Non-Medicare couple: \$325

Non-Medicare & Medicare couple: \$295

Step 1 and **Step 2** are the same as above.

Step 3: Apply the participant's monthly Annuitant Credit Amount against the monthly rates.

The participant unit Annuitant Credit Amount will be applied against the monthly rates for the next rate setting period. The single Medicare and the single Non-Medicare unit monthly rates will be reduced by one Medicare participant Annuitant Credit Amount and one Non-Medicare participant Annuitant Credit Amount respectively. The Medicare and Non-Medicare couple unit monthly rates will be reduced by two Medicare and Non-Medicare participants' Annuitant Credit Amounts respectively. The mixed couple and family unit monthly rates will be reduced by the combination of the corresponding participants' Annuitant Credit Amounts.

Following are the reduced monthly rates reflecting the Annuitant Credit Amount:

- Medicare single rate is \$69.86 (\$70 - \$0.14)
- Non-Medicare single is \$169.64 (\$170 - \$0.36)
- Medicare couple is \$194.72 (\$195 - \$0.14 - \$0.14)
- Non-Medicare couple is \$424.28 (\$425 - \$0.36 - \$0.36)
- Medicare & Non-Medicare couple is \$324.50 (\$325 - \$0.14 - \$0.36)
- Non-Medicare & Medicare couple is \$294.50 (\$295 - \$0.14 - \$0.36)

ELECTRONICALLY FILED
1/13/2016 4:07 PM
2013-CH-17450
PAGE 46 of 52

EXHIBIT 9

Description of Formula To Retroactively Apply Closed Plan Year Reimbursement and Illustrative Examples Related To Paragraphs 3.m and 3.n

DESCRIPTION OF FORMULA:

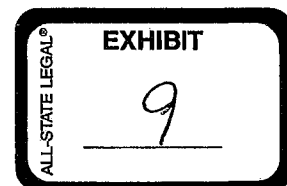
The City's Net Expenditure for a Group Category (Medicare or Non-Medicare) in the Closed Plan Year minus the City's Carry Back Portion of the Credit Related to the Closed Plan Year, but Received in the Open Plan Year equals 55% multiplied by (the City's Gross Expenditure for the Group Category (Medicare or Non-Medicare) in the Closed Plan Year minus the Credit Related to the Closed Plan Year, but Received in the Open Plan Year).

Therefore, the City's Carry Back Portion of the Credit Related to the Closed Plan Year, but Received in the Open Plan Year equals the City's Net Expenditure for the Group Category (Medicare or Non-Medicare) in the Closed Plan Year minus 55% multiplied by (the City's Gross Expenditure for the Group Category (Medicare or Non-Medicare) in the Closed Plan Year minus the Credit Related to the Closed Plan Year, but Received in the Open Plan Year).

Notes:

1. In the examples described below, only the 55% subsidy group is used. However, the Korshak Agreement provides that the City contribute from 0% to 55% of the gross defined costs of annuitant health expenses depending on the annuitants' retirement dates and years of employment with the City.
2. Only if the City paid more than the applicable percentage in the related Closed Plan Year can the City elect to trigger a calculation of a carry back credit in the Open Plan Year.

ELECTRONICALLY FILED
1/13/2016 4:07 PM
2013-CH-17450
PAGE 47 of 52



Examples:

Example 1

Plan Year 1 - Total for Medicare expenses were \$65 million. The City paid \$36,200,000, which is in excess of its 55% share of \$35,750,000.

Plan Year 4 - City receives reimbursements from Medicare Part D as settlement credits in the total amount of \$200,000 attributable to Plan Year 1.

Total Medicare Gross Defined Costs = \$65,000,000 (recorded in Plan Year 1 reconciliation report) - \$200,000 (post-year received credit for Plan Year 1) = \$64,800,000.

The City's required cost share: $\$64,800,000 * .55 = \$35,640,000$

Annuitant and Pension Funds' cost share: $\$64,800,000 * .45 = \$29,160,000$

To find out how much the City can elect to carry back out of the \$200,000 credit received in Plan Year 4 but related to Plan Year 1, we use the formula to calculate as follows:

Total Gross Expenditure in Plan Year 1 = \$65,000,000

The City Net Expenditure in Plan Year 1 = \$36,200,000

X=City carry back portion, which should be \leq post year credit received for Plan Year 1.

$\$36,200,000 - X = 55\% (\$65,000,000 - \$200,000)$

$-X = -\$36,200,000 + \$35,640,000$

$X = \$560,000$

As \$560,000 is greater than the post-year credit for Plan Year 1, $X = \$200,000$

In this case, the City can carry \$200,000 back to Plan Year 1.

Summary:

Total Medicare defined costs = \$65,000,000 (recorded in Plan Year 1 reconciliation report) - \$200,000 (post-year received credit for Plan Year 1) = \$64,800,000

The City's required cost share: $\$64,800,000 * .55 = \$35,640,000$

Annuitant and Pension Funds' cost share: $\$64,800,000 * .45 = \$29,160,000$

ELECTRONICALLY FILED
1/13/2016 4:07 PM
2013-CH-17450
PAGE 48 of 52

The City actually paid = \$36,200,000 (net paid in Plan Year 1) - \$200,000 (carry back portion) = \$36,000,000 Even with the receipt of the carry back credit of \$200,000, the City still paid more than the 55% share by \$360,000

Pension Funds / Annuitants actually paid = \$28,800,000 (net paid in Plan Year 1)

Pension/Annuitant contribution is \$360,000 lower than their 45% share.

Example 2

Same numbers as Example 1 except increase the Medicare Part D reimbursement to \$5 million related to Plan Year 1.

Total Medicare defined costs = \$65,000,000 (recorded in Plan Year 1 reconciliation report) - \$5,000,000 (post-year received credit for Plan Year 1) = \$60,000,000

The City's required cost share: \$60,000,000 * .55 = \$33,000,000

Annuitant and Pension Funds' cost share: \$60,000,000 * .45 = \$27,000,000

To find out how much the City may elect to carry back out of the \$5 million credit received in Plan Year 4, but related to Plan Year 1, we use the formula to calculate as follows:

Total Gross Expenditure in Plan Year 1 = \$65,000,000

The City Net Expenditure in Plan Year 1 = \$36,200,000

X = the City carry back portion, which should be \leq post year credit received for the Plan Year 1.

$$\$36,200,000 - X = 55\% (\$65,000,000 - \$5,000,000)$$

$$-X = -\$36,200,000 + \$33,000,000$$

$$X = \$3,200,000$$

As \$3,200,000 is less than the post-year credit for Plan Year 1, the City's carry back portion would be limited to only \$3,200,000 of the \$5,000,000.

The remainder of \$5,000,000, \$1,800,000 will be applied as annuitant contribution in the Plan Year 4 Final Reconciliation Report as described in Exhibit 8.A.

Summary:

ELECTRONICALLY FILED
1/13/2016 4:07 PM
2013-CH-17450
PAGE 49 of 52

Total Non-Medicare defined costs = \$65,000,000 (recorded in Plan Year 1 reconciliation report)
- \$5,000,000 (post-year received credit for Plan Year 1) = \$60,000,000

The City's required cost share: \$60,000,000 * .55 = \$33,000,000

Annuitant and Pension Funds' cost share: \$60,000,000 * .45 = \$27,000,000

The City actually paid = \$36,200,000 (net paid in Plan Year 1) - \$3,200,000 (carry back portion)
= \$33,000,000

Pension Funds / Annuitants actually paid = \$28,800,000 (net paid in Plan Year 1) - \$1,800,000
(credit received in Plan Year 4) = \$27,000,000.

Example 3:

Plan Year 1 (Closed Plan Year) - Total expenses \$120 Million (\$70 Million for Non-Medicare and \$50 Million for Medicare)

Non-Medicare – The City paid \$40,000,000 (in excess of its 55% share of \$38,500,000). No refunds.

Medicare – The City paid \$25,000,000 (under its 55% share: \$27,500,000). City issues \$2,500,000 in refunds.

Plan Year 4 (Open Plan Year):

Example 3 - The City receives a DEMAND from Medicare Retiree Drug Subsidy (RDS) Center to return \$3,000,000 on Part D reimbursements the City received in Plan Year 1. This example will only be applicable if the City obtains the agreement of the Parties or a Court Order.

As the City already paid 55% of the total defined gross cost of Plan Year 1 (\$25,000,000+\$2,500,000 in refunds = \$27,500,000, which is 55% of the \$50,000,000), the demand of \$3,000,000 should be reflected as a part of the total defined gross cost in the year received, Plan Year 4 in this example. No recalculation for Plan Year 1 is necessary.

ELECTRONICALLY FILED
1/13/2016 4:07 PM
2013-CH-17450
PAGE 50 of 52

This is a joint letter from the City of Chicago, your Pension Fund, and Class Counsel, with approval by the Court in the City of Chicago v. Korshak Lawsuit (“Korshak Lawsuit”).

Subject: Reconciliation Procedure For The Annuitant Healthcare Plans Provided For Under the 2003 Korshak Settlement Agreement

Dear City Annuitant:

You are or have been a participant in one of the City’s Annuitant Settlement Healthcare Plans (“the Healthcare Plans”), which the City provides pursuant to the 2003 Korshak Lawsuit Settlement Agreement.¹ Under the 2003 Settlement, your annuitant healthcare monthly rate is determined by a formula, which is based on a projection for each year’s healthcare costs. The monthly projected costs are calculated and then reduced by the City’s percentage share of the costs, and your Pension Fund’s fixed subsidy amount. As a participant annuitant, the remaining cost is your monthly rate, which is withheld from your monthly pension check.

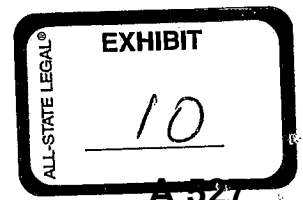
The projections for the monthly costs, on which your monthly rates are based, are calculated by the outside consultant retained by the Pension Funds and the City. Since the 2003 Healthcare Plans have been implemented, the total actual healthcare costs for some participants, but not all, were lower than the projections. In consultation with Class Counsel and the Pension Funds, the City conducted an analysis and compared the monthly rates you paid based on the projected costs, with what your share of the costs would have been based on the actual costs experienced for the following periods: September 2003 through December 2004; January through December 2005; and January through December 2006. Based on those analyses, the City, the Funds’ trustees and Class Counsel concluded that certain participants were entitled to refunds. As part of the reconciliation process, the Pension Funds and Class Counsel retained an independent auditor to audit/review the City’s analyses. Subsequent to the audit/review for each time period and with the Court’s approval, refunds were issued for those periods.

To ensure continued compliance with the Korshak Settlement Agreement, the City of Chicago, Class Counsel and the Pension Funds worked together using the processes implemented to examine the prior periods from September, 2003 through December, 2006, and devised “Reconciliation Procedures” that will be used to conduct annual reconciliations and audits for the subsequent years through June 30, 2013. The Parties’ Reconciliation Procedures were presented to and approved by the Court on _____, 2008.

Under the Reconciliation Procedures, for each plan year starting with 2007, the City will continue to conduct an annual analysis and compare the monthly rates you paid based on the projected costs, with what your share of the costs would have been based on the actual costs experienced. Class Counsel and the Pension Funds will retain an independent auditor to audit/review the City’s analysis. If the analysis shows and the audit confirms that the projected costs resulted in the City not paying its required percentage share under the 2003 Korshak Settlement Agreement for that year, the Reconciliation Procedures provide for a process to either issue refunds to those annuitants who paid more than their share of actual costs or, if the amounts are below a certain level, to apply the amounts to annuitant costs to reduce rates in a future plan year. If the analysis shows that the City paid more than its required percentage share of annuitant healthcare costs, the City will not seek to recover those amounts from annuitants.

¹ That Agreement is set to expire on June 30, 2013.

ELECTRONICALLY FILED
1/13/2016 4:07 PM
2013-CH-17450
PAGE 51 of 52



This is a joint letter from the City of Chicago, your Pension Fund, and Class Counsel, with approval by the Court in the City of Chicago v. Korshak Lawsuit (“Korshak Lawsuit”).

If you have any questions, feel free to **first call the City’s Benefits Office**. If you do not get your questions answered, please contact your Pension Fund or Class Counsel. **DO NOT CALL THE COURT**. The Reconciliation Plan is available for your review upon request.

**BENEFITS MANGEMENT DIVISION -
DEPARTMENT OF FINANCE**
City of Chicago
333 South State Street, Room 400
Chicago, Illinois 60604
(312) 747-8660
email: benefitshelp@cityofchicago.org

**CLASS COUNSEL FOR KORSHAK AND
WINDOW SUBCLASS PARTICIPANTS:**
Clinton A. Krislov
20 North Wacker Dr., Suite 1350
Chicago, Illinois 60601
(312) 606-0500
email: clint@krislovlaw.com

**FIREMEN’S ANNUITY & BENEFIT FUND OF
CHICAGO**
One North Franklin, Suite 2550
Chicago, Illinois 60606
(312) 726-5823

**MUNICIPAL EMPLOYEES’ ANNUITY AND
BENEFIT FUND OF CHICAGO**
221 N. LaSalle, Suite 500
Chicago, Illinois 60601
(312) 236-4700

**LABORERS’ AND RETIREMENT BOARD
EMPLOYEES’ ANNUITY AND BENEFIT FUND**
221 N. LaSalle Street, Suite 748
Chicago, Illinois 60601
(312) 236-2065

POLICEMEN’S ANNUITY & BENEFIT FUND
221 N. LaSalle Street, Suite 1626
Chicago, Illinois 60601
(312) 744-3891

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1/13/2016 4:07 PM
2013-CH-17450
PAGE 52 of 52

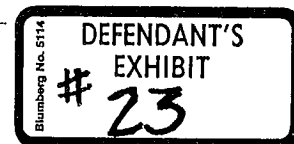
EXHIBIT 15

PRE - RETIREMENT PLANNING SEMINAR

23 JUNE 1987

<u>TIME</u>	<u>TOPIC</u>	<u>SPEAKER</u>
0830 Hours	Introductory Remarks	
0835 Hours	The Reality of Retirement	Linda Sugar, Counselor Family Center
0915 Hours	Deferred Compensation Program	Christopher McGrath, Representative PEBSCO.
1000-1015 Hours	B R E A K	
1015 Hours	Pension Benefits in Retirement	James McDonough, Policemen's Annuity and Benefit Fund.
1115 Hours	Continuation of Health Benefits	James Pockross Risk and Benefit Management Office City of Chicago
1215-1300 Hours	B R E A K	
1300-1315 Hours	Social Security Benefits	Nick Knuth, Field Representative Social Security Administration.
1315-1330 Hours	Financial Planning	Jim Paul Bear Stearns and Company
1405-1450 Hours	B R E A K	
1450 Hours	Health Maintenance	Dr. George Clabaugh, Medical Section Chicago Police Department.
1520 Hours	Legal Aspects of Retirement	John Gholar, Attorney Legal Officer Chicago Police Department.
1600 Hours	Benefits Available to Department Members	Special Activities Section Bureau of Community Services
1615 Hours	Closing Remarks/Critique	

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1/13/2016 4:07 PM
2013-CH-17450
PAGE 2 of 4



PPE - RETIREMENT PLANNING SEMINAR

29 SEPTEMBER 1987

<u>TIME</u>	<u>TOPIC</u>	<u>SPEAKER</u>
0830 Hours	Introductory Remarks	
0835 Hours	The Reality of Retirement	Linda Sugar, Counselor Family Center
0915 Hours	Deferred Compensation Program	Christopher McGrath, Representati PEBSCO.
1000-1015 Hours	B R E A K	
1015 Hours	Pension Benefits in Retirement	James McDonough, Policemen's Annu and Benefit Fund.
1115 Hours	Continuation of Health Benefits	James Pockross Risk and Benefit Management Office City of Chicago
1200-1300 Hours	B R E A K	
1300 Hours	Social Security Benefits	Nick Knuth, Field Representative Social Security Administration.
1345 Hours	Financial Planning	Jim Paul Bear Stearns and Company
1405-1450 Hours	B R E A K	
1450 Hours	Health Maintenance	Dr. George Clabaugh, Medical Secti Chicago Police Department.
1520 Hours	Legal Aspects of Retirement	John Gholar, Attorney Legal Officer Chicago Police Department.
1600 Hours	Benefits Available to Department Members	Special Activities Section Bureau of Community Services
1615 Hours	Closing Remarks/Critique	

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PAGE 3 of 4

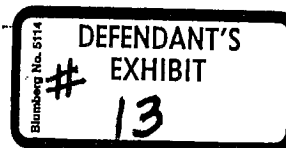
DEFENDANT'S
EXHIBIT
25
Blumberg No. 514

PRE - RETIREMENT PLANNING SEMINAR

10 October 1984

<u>TIME</u>	<u>TOPIC</u>	<u>SPEAKER</u>
0830 Hours	Introductory Remarks and Film	
0910 Hours	The Reality of Retirement	Marcia Wagner, Administrator Professional Counseling Service
1000-1015 Hours	BREAK	
1015 Hours	Pension Benefits in Retirement	Jim McDonough Trustee and Recording Secretary Policemen's Annuity and Benefit Fund
1105 Hours	Continuation of Health Benefits	Representative from Employee Compensation, City of Chicago Department of Budget and Management
1145 - 1245 Hours	LUNCH	
1245 Hours	Social Security Benefits	Nick Knuth, Field Representative Social Security Administration
1330 Hours	Financial Planning	Jim Paul Merrill, Lynch, Fenner and Smith, IA
1420 Hours	Health Maintenance	Dr. James Brown Police Surgeon
1450 - 1500 Hours	BREAK	
1500 Hours	Deferred Compensation Program	Representative from PEBSO
1530 Hours	Legal Aspects of Retirement	Police Officer Russell Luchtenburg Attorney
1610 Hours	Benefits Available to Department Members	Sgt. Robert Faust Special Activities Bureau of Community Services
1630 Hours	Closing Remarks/Critique	

ELECTRONICALLY FILED
1/13/2016 4:07 PM
2013-CH-17450
PAGE 4 of 4



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EXHIBIT 16

100-CORPORATE FUND

DEPARTMENT OF FINANCE-GENERAL

To be expended under the direction of the City Comptroller unless otherwise provided.

Code	Amounts Appropriated
	\$ 50,000
.020 OVERTIME.....	
ADJUSTMENT IN SALARIES OF TRANSFERRED, REINSTATED, PROMOTED, DEMOTED, AND RECLASSIFIED EMPLOYEES AND EMPLOYEES HIRED ABOVE THE FIRST STEP (PURSUANT TO THE EMPLOYEE COMPENSATION PLAN).....	25,000
.035 FOR THE HEALTH MAINTENANCE ORGANIZATION PREMIUMS OR COST OF CLAIMS AND ADMINISTRATION FOR HOSPITAL AND MEDICAL CARE PROVIDED TO ELIGIBLE EMPLOYEES AND THEIR FAMILIES INCLUDING EMPLOYEES ON DUTY DISABILITY LEAVE AND FOR PARTIAL PAYMENT OF THE COST OF CLAIMS AND ADMINISTRATION FOR HOSPITAL AND MEDICAL CARE PROVIDED TO CERTAIN PARTICIPANTS IN THE POLICEMEN'S ANNUITY AND BENEFIT FUND, FIREMEN'S ANNUITY AND BENEFIT FUND, LABORERS' AND RETIREMENT BOARD EMPLOYEES' ANNUITY AND BENEFIT FUND, AND MUNICIPAL EMPLOYEES ANNUITY AND BENEFIT FUND.....	89,438,000
.042 FOR THE HEALTH MAINTENANCE ORGANIZATION PREMIUMS OR COST OF CLAIMS AND ADMINISTRATION FOR HOSPITAL AND MEDICAL CARE PROVIDED TO POLICE AND FIRE DEPARTMENTS' SWORN PERSONNEL ON DUTY OR OCCUPATIONAL DISEASE (FIRE DEPARTMENT) DISABILITY PENSION AND THEIR DEPENDENTS, AND FOR THE SPOUSES AND DEPENDENTS OF POLICE AND FIRE DEPARTMENTS' SWORN PERSONNEL KILLED OR FATALLY INJURED IN THE PERFORMANCE OF THEIR DUTIES. (IL.REV.STAT.CHAP.108 1/2. PAR. 22-306).....	500,000
.043 FOR THE EMPLOYMENT OF STUDENTS AS TRAINEES.....	400,000
.044 FOR THE COST OF CLAIMS AND ADMINISTRATION OR PREMIUMS FOR TERM LIFE INSURANCE FOR THE COST OF CLAIMS AND ADMINISTRATION OR PREMIUMS FOR A COINSURED DENTAL PLAN FOR EMPLOYEES.....	1,439,300
.045 FOR THE COST OF CLAIMS AND ADMINISTRATION OR PREMIUMS FOR OPTICAL COVERAGE FOR EMPLOYEES.....	7,210,900
.056 FOR EMPLOYEES.....	2,169,400
*9112.000 FOR PERSONAL SERVICES.....	101,232,800
.128 FEES AND SERVICES.....	50,000
PROFESSIONAL AND TECHNICAL SERVICES: HIRING SPECIAL COUNSEL, MEDICAL EXPERTS, INVESTIGATORS AND APPRAISER AND FOR OTHER INCIDENTAL EXPENSE IN PERSONAL INJURY, BUILDING AND ZONING LITIGATION, AND FOR THE EMPLOYMENT OF SPECIAL COUNSEL, ENGINEERS, VALUATORS, ACCOUNTANTS AND OTHER PERSONS AND FOR THE PAYMENT OF OTHER EXPENSES IN PUBLIC UTILITY, LAKE POLLUTION AND OTHER MATTERS TO BE EXPENDED AT THE DIRECTION OF THE CITY COUNCIL.....	350,000
.141 APPRAISALS.....	350,000
AUDITING AT THE DIRECTION OF THE COMMITTEE ON FINANCE.....	550,000
.142 PUBLICATIONS.....	60,000
.150 RENTAL OF PROPERTY.....	550,000
.155 SUBSCRIPTIONS AND DUES.....	75,000
.166 SURETY BOND PREMIUMS.....	40,000
.170 INSURANCE PREMIUMS.....	100,000
.172 TELEPHONE.....	2,000
.186 TELEGRAPH.....	25,000
*9112.100 FOR CONTRACTUAL SERVICES.....	1,802,000

ELECTRONICALLY FILED
1/13/2016 4:07 PM
2013-CH-17450
PAGE 2 of 2

EXHIBIT 17

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

RETIRED CHICAGO POLICE ASSOCIATION,)
an Illinois Non-For-Profit Corporation,)
individually and on behalf of its members)
and other individuals who are)
participants in the City of Chicago's)
Annuitant Health-care Plan, and whose)
participation began after 1987, but prior)
to August 23, 1989,)

Plaintiffs,)

vs.)

THE CITY OF CHICAGO, a municipal)
corporation, RICHARD M. DALEY, Mayor of)
the City of Chicago; MIRIAM SANTOS,)
Treasurer of the City of Chicago; and)
WALTER KNORR, Comptroller of the City of)
Chicago; the POLICEMEN'S ANNUITY AND)
BENEFIT FUND OF CHICAGO; THE MUNICIPAL)
EMPLOYEES' ANNUITY AND BENEFIT FUND OF)
CHICAGO; AND THE LABORERS' AND RETIREMENT)
BOARD EMPLOYEES' ANNUITY AND BENEFIT FUND)
OF CHICAGO,)

Defendants.)

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2013-CH-17450
PAGE 2 of 12

Bair court reporters p.c.

The deposition of BARBARA MOLLOY, taken in the
above-entitled cause before SANDRA K. GRAVELLE, CSR,
and JENNIFER SEASTROM, CSR, Notary Publics within
and for the State of Illinois, at 333 West Wacker
Drive, Chicago, Illinois, on the 18th day of
December 1991, A.D., at the hour of 10:00 a.m.

A P P E A R A N C E S:

KRISLOV & ASSOCIATES, LTD.
 333 West Wacker Drive
 Suite 2600
 Chicago, Illinois 60606
 BY: MR. CLINTON A. KRISLOV,
 and MS. LISA WAISBREN,

on behalf of the Plaintiff;

MS. CHERYL J. COLSTON,
 Assistant Corporation Counsel,
 Litigation Division
 180 North LaSalle Street
 Suite 740
 Chicago, Illinois 60601

on behalf of the Defendants,
 City of Chicago, Richard M. Daley,
 Miriam Santos, and Walter Knorr;

KEVIN M. FORDE, LTD.
 111 West Washington Street
 Suite 1100
 Chicago, Illinois 60602
 BY: MS. AVA BORRASSO,

on behalf of the Defendant,
 Policemen's Annuity and Benefit
 Fund of Chicago;

BOYLE & HEISS, LTD.
 188 West Randolph Street
 Suite 1226
 Chicago, Illinois 60601
 BY: MR. FREDERICK P. HEISS,

on behalf of the Defendant,
 Municipal Employees' Annuity and
 Benefit Fund of Chicago;

1 about it.

2 Q. They didn't express any significant
3 interest to you until --

4 MR. HEISS: I'm going to object,
5 Clint. I mean you can only beat a horse so many
6 times. She answered your questions. She can't
7 formulate an opinion based on what she knows.

8 And I don't think it's fair to
9 the economy of time in this deposition to try
10 and elicit from her something that you want but
11 that she's not in a -- who is a very capable
12 person is not in a position to formulate an
13 opinion on.

14 I don't know so I don't even know
15 how that could be relevant, but that's beyond
16 it. I think you're going beyond the bounds of
17 what discovery is for by keep harping on
18 something when she tells you she can't relate an
19 answer to it.

20 BY MR. KRISLOV:

21 Q. Can you answer the question?

22 A. Again, people listened to my
23 presentation, people asked me questions about my
24 presentation, and I tried to provide clarity and

1 information in response to their questions.

2 But I do not know how they
3 perceived their retirement or their health
4 benefits.

5 Q. So you have no opinion as to the
6 importance of health care benefits to the
7 retirees as expressed to you at those seminars?

8 A. Did I? You'll have to ask that a
9 different way.

10 Q. You have no conclusion based on your
11 attendance at those seminars as to the
12 importance which those retirees attached to
13 these benefits?

14 MS. COLSTON: Objection, form of the
15 question.

16 THE WITNESS: My opinion would be
17 that they needed in some fashion to provide
18 health benefits to themselves in retirement.

19 And whether they provided them
20 via the City's then offered coverage or some
21 other coverage available to them, the only
22 conclusion I would reach is that they needed to
23 make a decision as to how they were going to
24 cover themselves for health benefit retirement.

1 I cannot assess how importantly they felt it
2 was, how unimportant they felt it was.

3 Q. They didn't express that to you?

4 MS. COLSTON: Objection, asked and
5 answered several times.

6 MR. KRISLOV: No, that hasn't been
7 answered.

8 BY MR. KRISLOV:

9 Q. Did they express that to you? They
10 did, didn't they?

11 MS. COLSTON: Objection.

12 THE WITNESS: I don't know.

13 MR. ALLEN: Arguing with the Witness.

14 BY MR. KRISLOV:

15 Q. But you don't recall that they did?

16 A. I don't recall that they did.

17 Q. You didn't at the seminars say you
18 better go out and look for other coverage
19 because the City can change this at any time,
20 did you?

21 A. I did say that the rates were subject
22 to change as was -- as the plan says and as the
23 summary plan description says that the City
24 reserves the right to change or to amend the

1 plan.

2 Q. Is that right?

3 A. Yeah.

4 Q. Where does it say that in the plan
5 description?

6 MR. ALLEN: Wait a minute, wait a
7 minute.

8 MS. COLSTON: Wait a minute, don't
9 throw things at the Witness.

10 MR. KRISLOV: Sorry. Would you take
11 a look at Exhibit Number 2 and show where it
12 says that the City reserves that right?

13 THE WITNESS: On page --

14 MR. ALLEN: Excuse me, our objection
15 is based on the fact that the record will
16 reflect Mr. Krislov tossed the documents across
17 the table, almost knocking over a couple of
18 coffee cups.

19 MR. KRISLOV: Empty ones. I
20 apologize for it. I apologize.

21 MS. COLSTON: He threw it. He didn't
22 toss it, he threw it.

23 BY MR. KRISLOV:

24 Q. Would you please read where the City

1 reserves?

2 A. On page three it provides for
3 termination of coverage.

4 Q. What does it say?

5 A. It says in addition coverage for you
6 and your eligible dependents will terminate the
7 earliest of -- and the third bullet is the date
8 the plan is terminated.

9 The second bullet says the date
10 the plan is terminated, or the third bullet says
11 the date the plan is terminated for the class of
12 annuitant for which you are a member.

13 Q. Where is the reservation?

14 A. Well, the City may terminate the
15 plan.

16 Q. Where does it say that?

17 A. I don't know that it says that
18 directly here, but it was the intent of the City
19 to be able to terminate the coverage and/or to
20 change premiums.

21 And one of the issues that was of
22 concern to annuitants, not with respect to the
23 whole issue of retirement benefits --

24 Q. Wait a second.

1 MR. ALLEN: Wait, let her finish.

2 MR. KRISLOV: Strike it as
3 non-responsive.

4 MR. HEISS: No, it's not.

5 MS. COLSTON: Let her finish her
6 answer.

7 MR. HEISS: That's right.

8 MS. COLSTON: Finish your answer.

9 MR. KRISLOV: Go ahead, finish your
10 answer.

11 THE WITNESS: One question that
12 generally arose was whether or not premiums were
13 subject to change. And my answer was that
14 premiums are subject to change.

15 MR. KRISLOV: Striked as
16 non-responsive. What I asked you was --

17 MR. HEISS: Wait a second.

18 MR. KRISLOV: She answered.

19 MR. HEISS: You said to strike that
20 not responsive. And I'm going to object to that
21 aspect of it because you told her at the
22 beginning of the deposition to add anything at
23 any time to clarify any question. And she just
24 did that right now.

1 MR. KRISLOV: Well, okay. But I want
2 the record to reflect the fact that her answer
3 is based on her information and what she told
4 people at these seminars and that's what she's
5 saying.

6 I asked her what the language was
7 in the booklet. Let's keep going.

8 BY MR. KRISLOV:

9 Q. Your statement was the City's intent,
10 right? Would you read back her answer?

11 Let me refer back. You said it
12 was the City's intent, you said it was the
13 City's intent to reserve the right to change the
14 program or coverage. What was that?

15 A. That's correct. This was the City's
16 intent to be able to make changes in the plan as
17 necessary; or if it arose later to terminate the
18 plan and not provide financial support.

19 Q. How do you know that?

20 A. I know that from conversations with
21 Sharon Gilliam.

22 Q. Who else?

23 A. Possibly Walter Knorr.

24 Q. Anybody else?

1 A. Certain Coopers and Lybrand people.

2 Q. Anybody else?

3 A. Not that I recall.

4 Q. Now Coopers and Lybrand aren't the
5 City, but -- and it was never the -- did the
6 City Council ever express that to you as a body?

7 A. No, the City Council did not express
8 that to me.

9 Q. Okay. Now did Sharon Gilliam express
10 that to you or may have?

11 A. She did.

12 MS. COLSTON: Are you referring to
13 conversations that occurred around 1985?

14 THE WITNESS: That's correct, I'm
15 referring to conversations in 1985.

16 BY MR. KRISLOV:

17 Q. In connection with that plan book,
18 the SPD?

19 A. Yes, that's correct.

20 Q. And Walter Knorr did or might have?

21 A. Might have. Walt, I was reporting to
22 Walt at the time and Sharon and Walt were both
23 members of the Benefits Committee at the time.

24 Q. Okay. But there is no -- do you find

1 any -- I mean take your time, look through that,
2 tell me if there is any statement that the City
3 reserves such rights.

4 This is at will that you are
5 referring to, the City's intent is to reserve
6 this right or change or terminate at will?

7 A. It says coverage will stop the date
8 the plan is terminated.

9 Q. That's not what I asked. I asked
10 what your statement of the City's intent is to
11 your understanding of the City's intent as
12 expressed by you?

13 A. Yes.

14 Q. Is the right to that it reserves the
15 right to change or terminate this or any
16 annuitant retiree plan at will?

17 A. That would have been the City's
18 intention, yes.

19 Q. Okay. And you base that belief of
20 the City's intention on conversations that you
21 had with Sharon Gilliam and possibly
22 conversations with Walter Knorr?

23 A. And Coopers and Lybrand people.

24 Q. And Coopers and Lybrand, okay.