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

Michael W. Underwood, Joseph M. Vuich, Raymond
Scacchitti, Robert McNulty, John E. Dorn, William J.
Selke, Janiece R. Archer, Dennis Mushol, Richard
Aguinaga, James Sandow, Catherine A. Sandow,
Marie Johnston, and 338 other Named Plaintiffs listed
in Exhibit 1 to Complaint, Plaintiffs,

5380240

No. 13 CH 17450,
Cal. 5,
Hon. Judge Cohen

v.

CITY OF CHICAGO, a Municipal Corporation,
Defendant,

and

Trustees of the Policemen's Annuity and Benefit
Fund of Chicago;
Trustees of the Firemen's Annuity and Benefit Fund
of Chicago;
Trustees of the Municipal Employees' Annuity and
Benefit Fund of Chicago; and
Trustees of the Laborers' & Retirement Board
Employees' Annuity & Benefit Fund of Chicago, et
al. Defendants.

**Plaintiffs' Motion
To Escrow to Protect Common Fund Attorneys Fee from Subsidy Payments
and
for Common Fund Attorneys' Fees
From the Funds Subsidy Payments**

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Pursuant to our motion, the Funds are ordered to begin paying out approximately \$10 -to- \$16 million in back payments of statutory subsidies which they previously disavowed as expired. They defended by all alternatives possible—variously asserting their nonobligation, the expiration of the statute, their financial inability to pay, their hardship, which were all unavailing. So, they soon will be paying money owed their Annuitants for nearly three years.

While the case is far from over, it is appropriate to escrow and award attorneys' fees from the distribution. Like most things over the past six years of this phase of the retiree healthcare litigation which the City initiated as *City v. Korshak* nearly thirty-two years ago, this piece has been a battle, fought arduously but professionally by the Krislov firm, facing the now-aligned City and the four City of Chicago Annuity and Benefit Funds.

Under normal circumstances, the award of a 33-1/3% fee from a common fund recovery of some \$13 million would be unremarkable; and the court would typically award a 1/3 fee from the recovery, with a lodestar contribution by an award against the defendant Funds under the Civil Rights Act of 2003, for the successful assertion of a Constitutional or property right. Unfortunately, the recent *Johnson v. MEABF*, 2018 IL App (1st) 170732 appellate decision makes this more complicated. However, we will show herein that we are entitled to an appropriate fee for our work and that this case factually differs from *Johnson*, such that an escrow and award is appropriate, even if *Johnson* remains governing law.

Relevant Facts of this Phase of the Litigation

This phase of the litigation began in 2013 when the City, rather than negotiate a permanent resolution to the retiree healthcare litigation it had initiated, declared instead that the Emanuel administration would phase out and ultimately end retiree healthcare coverage altogether at the end of 2016; and sponsored legislation continuing the Funds subsidies at the

\$95/\$65 level through the end of 2016. The City ended its retiree healthcare plans at the end of 2016, and the Funds stopped paying any retiree healthcare subsidies at that date as well; believing that their healthcare obligations to annuitants had ended.

Pursuant to the 2003 Settlement's reserved revival rights, Settlement Class' counsel Krislov sought to revive the litigation within the Korshak case, was rejected by this Court, then refiled the case (now titled *Underwood et al. v City*) and resumed pursuit to enforce the City's and Funds' statutory and promised obligations to provide the retiree healthcare that annuitants had been promised as employees of the City of Chicago, asserting claims under the Pension Code, Illinois Constitution's Article 13 §5 pension protection clause, contract, estoppel, special legislation, equal protection.

As we anticipated, requiring a new complaint enabled the City to remove the case to Federal court for two years of ultimately worthless thrashing in the Northern District and the Seventh Circuit before the case was remanded here. The City's litigation strategy has been to make this as expensive and prolonged as possible, in the hope that we will at some point be unable to continue.

Although the Funds' *Korshak* litigation filings acknowledged their statutory obligation to provide and subsidize coverage, and asserted their having fulfilled that by contracting with the City as the insurer, the Funds now, permitted by this court, to change course, "mend the hold", and now take the position that they had no healthcare obligations to their annuitants at all. And, despite our focus on the City as the primary obligor, this Court has repeatedly ruled that the City's only obligation is to finance the subsidy, but that the Funds have the primary obligation under the 1983 and 1985 statutes to provide coverage for their annuitants.

We appealed the Court's findings with respect to the City. The Funds chose not to appeal the Court's ruling that they were and remain the primary obligor to provide and subsidize retiree healthcare coverage for their annuitants. Indeed, the Funds asserted that this Court's rulings with respect to them was not an issue before the Appellate Court at all.

The Appellate Court explicitly affirmed all of this Court's rulings below, agreed that the City's only direct obligation was to finance the healthcare subsidies, but that the subsidies in the 1983 and 1985 statutes were indeed a protected benefit, protected by Article 13 Section 5, and to an expanded class, *Underwood v. City*, 2017 IL App (1st) 162356 (June 29, 2017) *reh. den.*, Aug. 3, 2017, whose hire date definition is presently before the Appellate Court.

In our reading that this Court's rulings with respect to the Funds obligations had been affirmed, we then moved on May 22, 2018, for this Court to order the Funds to fulfill their duties under the 1983/1985 statutes; i.e., that the Funds be ordered to provide coverage for their annuitants and subsidize it in accordance with the statutes, and we asserted that the persons covered should include all those whose rights were preserved in the 2003 settlement. That would include everyone who became a participant (i.e. first hired) by June 30, 2013.

The Funds totally opposed this; asserting there was no constitutional right to require them to provide a Plan, and that the obligation to pay the subsidies is the City's, not the Funds'.

This Court broke that motion up into two pieces; first, deciding that *no one* had an obligation to provide coverage, but agreeing with us that the obligation to subsidize does exist and continue. This was then further divided into two further issues to be decided: first, which annuitants were to be included in the subsidies, and second, who was obligated to pay them.

After extensive briefing and argument, this Court decided that the only people entitled to the protections under the statutes were those who became participants by April 4, 2003 (the date

the agreement was signed by the litigating parties), rejecting our argument that the applicable date should be either the later July 2003 date that the agreement became effective, or the June 30, 2013 date that the 2003 Agreement specifies as the hire date for the Settlement Class' preserved healthcare rights. The Court also excluded the Korshak and Window period retirees by 8/23/1989 from the class entitled to subsidies. We requested 304(a) findings on both however, the Court granted the finding with respect to the class date and denied it for the Korshak/ Windows exclusion. We are on appeal currently with respect to the Funds' obligation to provide coverage and to whom, and have filed our opening brief. The City and Funds' responses have currently been extended to June 27, 2019.

In the meantime, we continued to pursue the Funds' obligation to subsidize with the Funds proceeding to throw a series of hurdles to our pursuit of their obligation to bring their subsidies current.

Although the Funds simply stopped paying the subsidies, without even bothering to seek Court ruling on whether they were entitled to, the Funds now asserted: first, that their obligation had expired when the 1983 and 1985 statutes were amended; next, that the Appellate Court's ruling applied only to the City, and that it was the City, not the Funds, who is obligated to subsidize their annuitants; that there is no legislative requirement that *they* do so; and eventually, that they could not financially afford to pay the subsidy amounts. This round of briefing culminated in the hearing on January 16, 2019 and Order of February 28, 2019, in which this Court ruled that the Funds are obligated to pay the subsidy, and directed the subsidies to be brought current and resumed as soon as possible.

This began a battle as to how this would be done; how annuitants would be notified, and which annuitants could be automatically brought current versus those for whom additional

information would be necessary. Although the Funds have all the necessary information for all of those annuitants who are on the "City non-sponsored" Blue Cross and Aetna plans, the Funds have opposed paying any annuitants until the Funds have notified *all* annuitants, and received responses back from them. However, all those people on the Blue Cross and Aetna Plans whose premiums are processed by the Funds could be brought current *literally today*, because the Funds have been processing their healthcare premium and for those annuitants, each Fund actually knows the relevant facts necessary for all of these annuitants (age, hire date, retirement date, years of service; and for police and fire annuitants, their Medicare status). Indeed for these people, there is no reason for not making the subsidies current for 2019 as well.

Nonetheless the Funds persist in dragging this out, delaying the payments to the latest possible date. Accordingly, we will be separately asking for this court to impose interest obligations on the Funds in making these payments.

Regardless, we have now produced a soon-to-be-paid cash damages recovery, to be paid under this Court's supervision, totaling about \$10-16 million (See **Exhibit 1**, Spreadsheet calculation of "Bring Current" payment amount), a Common Fund recovery for which we are entitled to an appropriate fee under traditional Illinois equity jurisdiction and authority.

The exact amount of the payments may not be determined at this time; however, the parameters have essentially been calculated by the parties themselves. In our first rough calculation (Ex. 1) using the demographic numbers provided by the Funds, our Excel spreadsheet showed a likely range of \$12 to 14 million, through December 31, 2018, plus additional monthly subsidies of \$600,000 for each month thereafter. The City's response, using only the persons it believed were in the supposedly non-sponsored City Plans, total \$8.1 million through December 31, 2018. Due to the Funds' position that the subsidies for 2019 should only be done, at all, after

the end of 2019, the total “Bring Current” payments will probably total about \$15 million for the 2017 to 2018 subsidies, and an additional \$7.2 million for 2019¹.

We believe that we are entitled to an appropriate one third of the total “Bring Current” subsidies and (subject to revisiting this issue if past problems re-arise) do not seek a fee from the payments in 2020 and thereafter.

I. Argument in Support of Fee and Escrow

- A. We Are Clearly Entitled to a Fee from the Recovery Under the Common Fund Doctrine.**
- B. The Court Should Award Class Counsel a Percentage of the Common Fund.**

Putative Class Counsel Krislov has created a common fund for City retirees, and Illinois law provides for fees and expenses to be reimbursed from that fund.

While *Brundidge v. Glendale Fed. Bank*, 168 Ill. 2d 235 (1995), acknowledged that there “may be circumstances where the lodestar method will remain the more appropriate method of awarding fees”², none of those factors are present here. This is not a case that settled after only a “slight” amount of litigation. Second, the individual claimants are receiving substantial awards. For the three year 2017-2019 period, Police and Fire annuitants will receive \$1,980 for non-Medicare individuals (\$55 per month x 36 months), \$756 for Medicare qualified (\$21 x 36

¹ Calculated as the present value of an annual payment stream of \$7.2 million (PMT) for at least the next 20 years (N), discounting it at a 5% discount rate produces a present value (PV) of \$ **\$90,915,187**. See: <http://www.calculatorsoup.com/calculators/financial/present-value-calculator.php>

² Where (1) “the damages awarded are high but the costs and length of the litigation were comparatively slight”; (2) “the individual claimants will receive only a small amount of the final award”; (3) the parties decided to settle “prematurely rather than continue the litigation”; and (4) “the issues are relatively straightforward and can be disposed of quickly,” as opposed to cases where “the issues appear complicated and the litigation protracted.” *Id.* Those factors are not applicable here.

months), while Municipal and Laborers annuitants will receive \$900 (\$25 monthly x 36), and all will be eligible for these benefits for life unreduced by any fees, and the case will continue as we pursue the Funds (and through them, the City as well) for the obligation to actually provide coverage per the statute, and for an expanded class if the Appellate Court agrees with us.

Nor were the issues in this case "relatively straightforward." Rather, this case involved difficult questions of constitutional law and contract interpretation, as well as the interplay between the two, which likely explains why it has taken so long to resolve even this issue of the subsidies.

In short, in this case the court should use the percentage-of-recovery method to calculate the appropriate fee.

II. This Case Differs from *Johnson v. MEABF* – *Johnson* deals differently with a claim from future payments to be made outside the court's review. This case pursued and obtained damages for past years' unpaid subsidies and directs their payment under the jurisdiction and supervision of the court.

Johnson v. MEABF, 2018 IL App (1st) 170732, denied fees both as against the defendants (viewing the Illinois Civil Rights Act of 2003's mandatory fee provision, despite its plain language application to any successful Constitutional claim, as limited to cases of discrimination for sex, race, national origin or gender) as well as against future pension annuities (as conflicting with the Pension Code's anti-alienation provision and the Constitution's pension protection clause); from future AAI (Automatic Annual Improvement Cost of Living Adjustment) annuity improvements, that we helped defend. However, the result there was that (because of the way the case concluded, with simply a summary judgement declaration) we were in the posture of pursuing our fees from the future payments that the Funds would be making outside the supervision of the Court.

Here, in contrast, the “bring current” subsidies through 2019 are the recovery of back-payment damages ordered by the court. We do not seek our fees from the future payments, beginning in 2020, and continuing for annuitants’ lives.

Johnson, as it played out, was a declaratory action, declaring that the statutory Cost of Living Adjustment 3% annual improvement is a pension benefit protected by the Constitution against repeal for those who were participants during the period the statute so read. The future payments of the 3% COLA would thereafter just be made by the Municipal and Laborers Funds, in the ordinary course. Moreover, *Johnson* was never certified as a class action.

The common fund fee request there was to be from future payments that the Funds would make in the future, rather than recovery of past obligations.

In contrast, the fee request here is from a backpay retrospective damages for unpaid past amounts, which the Funds had unilaterally decided had expired, stopped paying, refused to pay, and defended by a host of arguments. But, on our motion, the Funds were ordered by the Court to make the “bring current” payments, being made (for 2017-2019) under this Court’s supervision.

In short, our efforts produced this damages recovery and without our work, there simply would not be any recovery at all. Whatever protections the article 13 section 5 intends against any annuitants’ other creditors, there is no evidence that it was intended to deny a common fund in the situation presented here. Indeed, there can be no diminishment, where the action itself creates the payment in the first place.

Additionally, while the decisions are few, both *Brass v. Brass*, 2013 IL App (1st) 123413 – U at ¶53³ (interim fee award from individual retirement account) and *In re Marriage of Winter*, 387 Ill.App.3d 21, at 38-39 (1st Dist. 2008) (declaring that equitable division of Mr. Winters' pension benefits did not illegally impair or diminish) show that where appropriate, the Courts' equity powers are not displaced by protections of pension benefits.

As further shown below, the Common Fund applies here, and Illinois law endorses application of the common Fund doctrine.

III. Awards from Common Funds

A. Illinois Law Endorses the Common Fund Fee as a Fundamental Power of Equity Courts to Spread the Cost of a Group Benefit over the Benefited Parties.

Under the "American Rule," *Alyeska Pipeline Serv. Co. v. Wilderness Soc'y*, 421 U.S. 240, 247(1975), as applied in the "common fund" or "equitable fund" doctrine, the clients compensate their attorney out of the recovery she produces. "[A] litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole." *Boeing Co. v. Van Gemert*, 444 U.S. 472, at 478 (1980).

This doctrine rests on basic equity principles, *Trustees v. Greenough*, 105 U.S. 527 (1882); *Sprague v. Ticonic Nat'l Bank*, 307 U.S. 161, 166 (1939); *Van Gemert*, 444 U.S. at 478, and the notion of "quantum merit", *Lindy Brothers Builders, Inc. of Philadelphia v. American Radiator & Standard Sanitary Corp.*, 487 F.2d 161, 165 (3d. Cir. 1973) (*Lindy I*) ("the individual seeking compensation has, by his actions, benefitted another and seeks payment for

³ While we understand that Supreme Court Rule 23 frown on citing decisions posted as "U" Orders, the Rule is of dubious validity at best renounced federally and by most other states, and hopefully with a very short remaining shelf life.

the value of the service performed"), *appeal following remand*, 540 F.2d 102 (3d Cir. 1976) ("*Lindy II*").

Nor does the availability of a statutory fee award against the defendant conflict with, or preclude awarding an additional common fund fee from the protected benefit. *In re Unisys Corp. Retiree Med. Benefits ERISA Lit.*, 886 F. Supp. 445 (E.D. Pa.1995). *County of Suffolk v. Long Island Lighting*, 907 F.2d 1295, 1327 (2d Cir. 1990), declares that a case brought under a fee-shifting statute does not preclude recovery of attorneys' fees from the common fund recovered:

Fee-shifting statutes should not circumscribe the operation of the common fund doctrine unless that operation conflicts with an intended purpose of the statute. . . . An award of fees from this fund would also further "the policy, underlying [ERISA], of providing both prospective plaintiffs and their attorneys an economic incentive to bring meritorious ERISA cases."

Similarly, in *Superior Beverage/Glass Container Consol. Lit.*, 133 F.R.D. 119 (N.D. Ill. 1990), an antitrust case, the court decided an appropriate attorneys' fee where a substantial recovery was obtained on a federal fee shifting claim, holding that the fee proposed by the settlement was appropriately measured considering both the percentage-of-recovery and lodestar-times-multiple approaches.

B. Illinois Recognizes Equity's Common Fund Entitlement to Attorneys' Fees

1. Illinois law on Attorneys' Fees: Lodestar and Common Fund

As applicable here, Illinois law supports the award of an appropriate fee. *Brundidge v. Glendale Fed. Bank*, 168 Ill. 2d 235 (1995):

Illinois has long adhered to the general American rule that the prevailing party in a lawsuit must bear the costs of litigation, unless a statutory provision or an agreement between the parties allows the successful litigant to recover attorney fees and the expenses of suit.However, where the outcome of the litigation has created a common fund, this court has adopted the common fund doctrine. The common fund doctrine allows one who creates, preserves, or increases the

value of a fund in which others have an ownership interest to be reimbursed from that fund for litigation expenses incurred, including counsel fees. The doctrine finds its source in the court's inherent equitable powers and is founded on the rationale that successful litigants would be unjustly enriched if their attorneys were not compensated from the common fund created for the litigants' benefit (*Mills v. Electric Auto-Lite Co.*, 396 U.S. 375, 392 (1970)). By awarding fees payable from the common fund created for the benefit of the entire class, the court spreads the costs of litigation proportionately among those who will benefit from

the fund. *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *see generally* Silver, *A Restitutionary Theory of Attorneys' Fees in Class Actions*, 76 *Cornell L. Rev.* 656 (1991). (*Brundidge*, at 238)

Brundidge also makes it clear that the Court is to award a reasonable amount, by whatever mix of lodestar or percentage or both, are appropriate under the circumstances.

Bearing in mind all of these considerations, we hold that the circuit court is vested with the discretionary authority to choose the percentage-of-the-award method or the lodestar method to determine the amount of fees to be granted plaintiffs' counsel in common fund class action litigation. Awarding attorney fees to plaintiffs' counsel based on a percentage of the fund held by the court is, overall, a fair and expeditious method that reflects the economics of legal practice and equitably compensates counsel for the time, effort, and risks associated with representing the plaintiff class. However, because percentage-of-the-fund recovery suffers from certain infirmities, there may be circumstances where the lodestar method will remain the more appropriate method of awarding fees. The decision to award fees based on the lodestar or percentage method is a matter within the sound discretion of the trial court, considering the particular facts and circumstances of each case. (*Brundidge*, at 243-244)

The amount, while discretionary, should reflect the court's judgment of both the end product and the effort that produced it. *Brundidge*, 168 Ill.2d at 246:

We believe that fee-shifting cases are materially different from common fund cases, such as the case at bar, most notably because fee-shifting cases do not involve a common fund from which attorney fees may be awarded. Given this critical distinction, we conclude that principles announced by the Court in *Dague* are inapplicable to our present inquiry. We further reject the Firemen's Fund's argument that a percentage-of-the-fund recovery is inconsistent with Illinois law and ignores the time and effort devoted by counsel as required by *quantum meruit* principles. Awards of attorney fees in common fund cases are guided by equitable principles similar to those of *quantum meruit*, but are not confined by the precise rules of *quantum meruit*. Indeed, in *Fiorito* and *Leader*, this court permitted the application of a weighted multiplier to determine the

amount of attorney fees, although *quantum meruit* principles make no reference to such a multiplier.

2. Awarding a Common Fund in a Pension Case is Endorsed by Our Supreme Court

In this context, the Illinois Supreme court declared in *Scholtens v. Schneider*, 173 Ill.2d 375 (1996) the courts' inherent powers of equity bring the common fund fee ahead of the recipients' pension protections for the recovery.

*In determining whether the common fund doctrine "refers to or has a connection to" ERISA plans, it is necessary to briefly discuss the nature of that doctrine. In general, each party to litigation in the United States bears its own attorney fees, absent a specific fee-shifting statute. Over time, courts have created several equitable exceptions to this "American Rule." One of [***14] the earliest, and most prevalent, exceptions is the common fund doctrine. This doctrine has been recognized and applied [*385] in the United States Supreme Court, the lower federal courts, and in the courts of virtually every state in the Union, including Illinois. See Baier v. State Farm Insurance Co., 66 Ill. 2d 119, 5 Ill. Dec. 572, 361 N.E.2d 1100 (1977); Sprague v. Ticonic National Bank, 307 U.S. 161, 164, 83 L. Ed. 1184, 1186, 59 S. Ct. 777, 779 (1939) (fee award from fund generated in class action is within "the historic equity jurisdiction of the federal courts"); see generally 42 A.L.R. Fed. 134 (1979); 23 A.L.R. 5th 241 (1994); S. Speiser, Attorneys' Fees (1973).*

The *common fund* doctrine permits a party who creates, preserves, or increases the value of a *fund* in which others have an ownership interest to be reimbursed from that *fund* for litigation expenses incurred, including counsel fees. *Brundidge v. Glendale Federal Bank, F.S.B.*, 168 Ill. 2d 235, 213 Ill. Dec. 563, 659 N.E.2d 909 (1995). It is now well established that "a litigant or a lawyer who recovers a *common fund* for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the *fund* as a whole." *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478, 62 L. Ed. 2d 676, 681, 100 S. Ct. 745, 749 (1980). The underlying justification for reimbursing attorneys from a *common fund*, as explained by the United States Supreme Court in three early cases, is that, unless the costs of litigation are spread to the beneficiaries of the *fund*, they will be unjustly enriched by the attorney's efforts. See *Sprague*, 307 U.S. at 166-67, 83 L. Ed. at 1187, 59 S. Ct. at 779-80; *Central R.R. & Banking Co. v. Pettus*, 113 U.S. 116, 126-27, 28 L. Ed. 915, 919, 5 S. Ct. 387, 392-93 (1885); *Trustees of the Internal Improvement Fund v. Greenough*, 105 U.S. 527, 532, 26 L. Ed. 1157, 1160 (1882); see also *Ryan v. City of Chicago*, 274 Ill. App. 3d 913, 654 N.E.2d 483, 211 Ill. Dec. 21 (1995).

The *common fund* doctrine is a *common* law rule of general application. It does

not single out or expressly refer to ERISA plans, nor is it predicated upon their existence. It applies generally to all *Funds* created, increased or preserved by a party *in* which others have an ownership interest. *In* this respect, the *common fund* doctrine is similar to the other laws of general applicability that the Supreme Court has held affect employee benefit plans *in* too tenuous, remote or peripheral a manner to warrant a finding that the law "relates to" the plan. For example, *in Mackey v. Lanier Collection Agency & Service, Inc.*, 486 U.S. 825, 100 L. Ed. 2d 836, 108 S. Ct. 2182 (1988), the Supreme Court held that a general state garnishment statute did not "relate to" employee benefit plans and fell outside the scope of ERISA's preemption provision. *In* reaching this conclusion, the Court found that Congress did not intend to forbid the use of generally applicable state-law mechanisms of executing judgments against ERISA welfare benefit plans. *Mackey*, 486 U.S. at 831, 100 L. Ed. 2d at 845, 108 S. Ct. at 2186; *cf. Greater Washington Board of Trade*, 506 U.S. at 130, 121 L. Ed. 2d at 520, 113 S. Ct. at 583 (striking down District of Columbia law that "specifically refers to welfare benefit plans regulated by ERISA and on that basis alone is pre-empted").

Although the *common fund* doctrine does not expressly refer to ERISA plans, our inquiry cannot end here. *Travelers* instructs courts to go beyond the unhelpful text of section 514(a) and look instead to the purposes [***17] of ERISA as a guide to determining whether a particular state law is preempted. *Travelers*, 514 U.S. 645, 131 L. Ed. 2d 695, 115 S. Ct. 1671. Thus, we must inquire whether preemption would serve the basic purpose of section 514(a), namely, "to avoid a multiplicity of regulation *in* order to permit the nationally uniform administration of employee benefit plans." *Travelers*, 514 U.S. at , 131 L. Ed. 2d at 706, 115 S. Ct. at 1677-78.

....

The *common fund* doctrine has, *in* fact, been applied *in* a number of federal cases involving ERISA plans. See, e.g., *Carpenter v. Modern Drop Forge Co.*, 919 F. Supp. 1198 (N.D. Ind. 1995); *Dugan v. Nickla*, 763 F. Supp. 981 (N.D. Ill. 1991); *Serembus v. Mathwig*, 817 F. Supp. 1414 (E.D. Wis. 1992); *Cutting v. Jerome Foods, Inc.*, 820 F. Supp. 1146 (W.D. Wis. 1991). These courts applied the *common fund* doctrine as a matter of federal *common* law and required ERISA benefit plans to pay for legal services rendered *in* protecting the plan's subrogation lien. But see *Ryan v. Federal Express Corp.*, 78 F.3d 123 (3d Cir. 1996) (refusing to require ERISA plan to pay a proportionate share of *attorney fees in* recovering subrogation liens as a matter of federal *common* law).

...

[T]he *common fund* doctrine has been applied *in* many types of cases covering a large range of civil litigation. S. Speiser, *Attorney Fees* § 11.13, at 417 (1973). The doctrine is most frequently applied *in* class actions brought by, and on behalf of, creditors, taxpayers, public utility customers, trust beneficiaries, decedents' estates, labor union members, and shareholders of corporations. See S. Speiser, *Attorney Fees* §§ 11.13 through 11.21 (1973) (and cases cited

therein); see also *Boeing Co. v. Van Gemert*, 444 U.S. 472, 62 L. Ed. 2d 676, 100 S. Ct. 745 (1980) (class action by bondholders against corporation); *Mills v. Electric Auto-Lite Co.*, 396 U.S. 375, 396-97, 24 L. Ed. 2d 593, 609, 90 S. Ct. 616, 628 (1970) (stockholder's derivative action); *Sprague v. Ticonic National Bank*, 307 U.S. 161, 164, 83 L. Ed. 1184, 1185-86, 59 S. Ct. 777, 779 (1939) (action to protect a trust fund); *Brundidge [***20] v. Glendale Federal Bank*, 168 Ill. 2d 235, 213 Ill. Dec. 563, 659 N.E.2d 909 (1995).

....

[at 396]: In sum, we have before us a generally applicable *common law* doctrine which (1) is not intended to regulate the affairs of ERISA plans, (2) neither singles out such plans for special treatment nor predicates rights or obligations on the existence of an ERISA plan, and (3) does not have either the effect of dictating or restricting the manner *in* which ERISA plans structure or conduct their affairs or the effect of impairing their ability to operate simultaneously *in* more than one state. The purpose of ERISA is to protect employees, not to provide loopholes through which ERISA plans can avoid paying their debts. We therefore decline to hold that the *common fund* doctrine is preempted by section 514(a). Without explicit direction, we would not ascribe to Congress the intention to void existing general provisions of state law protecting the very beneficiaries of the ERISA statute.

Thereafter, in *Bishop v. Burgard*, 198 Ill.2d 495, 506 (2002), the court reinforced its declaration that the common fund doctrine applies ahead of ERISA's pension protective anti-alienation provision:

The implications of *Baier* in this case are twofold. First, as noted previously, it supports our conclusion in *Scholtens* that the *common fund* claim is, in effect, an independent action by the *attorney* who rendered services. Second, it shows that the *common fund* claim can be maintained by the *attorney* before or *after* reimbursement to the party who paid for medical expenses. See *Sprague v. Ticonic National Bank*, 307 U.S. 161, 170 (1939) (claim is an independent action that can be maintained after the original action has been concluded). Thus, the *attorney* making the claim *in* this case could have waited until Bishop had received her settlement and had reimbursed the plan *in* full before asserting his *common fund* claim, avoiding entirely the controversy over whether the *common fund* doctrine or the plan provisions controlled. We see no reason for a different result here because the *attorney* asserted his claim *before* reimbursement.

Because a claim under the *common fund* doctrine is an *independent action*, based upon the *attorney's rights*, and wholly *unrelated to the plan* itself, such a claim simply does not fit the criteria for complete preemption under section 502(a)(3) of ERISA. The *attorney* who seeks compensation for services rendered to the plan is obviously not "a participant, beneficiary, or fiduciary" of the plan, and the *attorney's* action is unrelated to the plan. The Committee's

attempt to create federal jurisdiction by interjecting plan interpretation into the case via its response and cross-motion for summary judgment fails because interpretation of the plan provisions is not necessary to determine the *attorney's* rights against the plan and because the Committee's defense is not part of the properly pleaded statement *in* the petition to adjudicate. The "well-pleaded complaint rule" provides that federal jurisdiction exists only when a federal question is presented on the face of the plaintiff's properly pleaded complaint. A defense is not part of plaintiff's properly pleaded statement [***20] of his or her claim. See *Rivet v. Regions Bank of Louisiana* (1998). The well-pleaded complaint rule would apply to defeat federal jurisdiction. Section 502(a)(3) does not preempt application of the *common fund* doctrine on these facts.

....

[at 509-510]: The *common fund* doctrine rests upon the perception that persons who obtain the benefit of a lawsuit without contributing to its costs are unjustly enriched. *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478, 62 L. Ed. 2d 676, 682, 100 S. Ct. 745, 749 (1980). In this state, as in many others (see *Phillips v. State Farm Mutual Automobile Insurance Co.*, 73 F.3d 1535, 1538-39 (10th Cir. 1996)), the doctrine, in some form, has found expression in statutes (820 ILCS 305/5(b) (West 2000); 215 ILCS 105/8(h)(6) (West 2000)), and has been accorded public policy status by judicial decision (*Morris B. Chapman & Associates, Ltd. v. Kitzman*, 193 Ill. 2d 560, 568-70, 251 Ill. Dec. 141, 739 N.E.2d 1263 (2000), citing *Scholtens*, 173 Ill. 2d at 385). The doctrine has been applied against the State Employees' Retirement System of Illinois (SERS), despite administrative regulations (80 Ill. Adm. Code § 1540.90(a)(5) (1997)) intended to override its application, where SERS had "clearly benefited from the services of [participant's] attorney" by achieving a set-off. *Young v. Mory*, 294 Ill. App. 3d 839, 849, 228 Ill. Dec. 965, 690 N.E.2d 1040 (1998).

Even more to the point is *Taylor v. State Universities Retirement System*, 203 Ill. App. 3d 513, 148 Ill. Dec. 296, 560 N.E.2d 893 (1990). In *Taylor*, the appellate court upheld a judgment for *attorney fees* rendered pursuant to the *common fund* doctrine under circumstances very similar to the facts in this case. In that case, an attorney, Taylor, represented Burwell, obtaining for him an award of benefits under the Occupational Diseases Act from which the State Universities Retirement System (SERS) recouped disability benefits it had previously paid Burwell. SERS did not in any way participate in the creation of the *fund*. The appellate court held that SERS "definitely benefited from the creation of that *fund* by obtaining a recoupment of \$ 6,954.66, which it would not have received absent the *fund's* creation." *Taylor*, 203 Ill. App. 3d at 520. Clearly, the plan in this case benefited from Bishop's lawsuit and the efforts of her attorney, just as SERS did in *Taylor*.

But for Bishop's action, and the efforts of her attorney, there would have been no *fund* from which the plan could have obtained reimbursement. For purposes

of applying the *common fund* doctrine, it is irrelevant that the party who benefits from a lawyer's services has a *right* to compensation, be it an undifferentiated right of reimbursement or subrogation as is asserted here, or a right to compensation under some other theory. Obviously, everyone who brings a legal action is asserting some claim of right. However, [***25] a mere right may amount to nothing more than a possibility unless it is properly asserted. That is the point. The real question is whether the plan obtained the benefit of a lawsuit without contributing to its costs. See *Boeing*, 444 U.S. at 478, 62 L. Ed. 2d at 682, 100 S. Ct. at 749. If so, it was unjustly enriched for purposes of applying the *common fund* doctrine. The policy behind the *fund* doctrine is to prevent subrogees from "freeloading." *Principal Mutual Life Insurance Co. v. Baron*, 964 F. Supp. 1221, 1224 (N.D. Ill. 1997). "If the costs of litigation are not spread to the beneficiaries of the *fund*, they will be unjustly enriched by the *attorney's* efforts." *Chapman*, 193 Ill. 2d at 573, citing *Scholtens*, 173 Ill. 2d at 385. These principles undoubtedly apply to the facts of this case.

As most recently described in *Schrempf, Kelly, Napp & Darr, Ltd. v Carpenters' Health & Welfare Trust Fund*, 2015 IL App (5th) 130413, at ¶11 - 16, the court's equity authority under Common Fund, to award fees is ahead of the employee protections, for the attorneys work that produced the recovery:

"The *common fund* doctrine is an exception to the general American rule that, absent a statutory provision or an agreement between the parties, each party to litigation bears its own *attorney fees* and may not recover those *fees* from an adversary. *** Underlying the doctrine is the equitable concept that the beneficiaries of a *fund* will be unjustly enriched by the *attorney's* services unless they contribute to the costs of the litigation." *Wendling v. Southern Illinois Hospital Services*, 242 Ill. 2d 261, 265, 950 N.E.2d 646, 648, 351 Ill. Dec. 150 (2011). Consequently, the *common fund* doctrine is a "quasi-contractual right to payment of *fees* for services" that "rest[s] *** upon equitable considerations of *quantum meruit* and the prevention of unjust enrichment." *Scholtens v. Schneider*, 173 Ill. 2d 375, 390, 671 N.E.2d 657, 665, 219 Ill. Dec. 490 (1996).

....
It is well settled in Illinois that an *attorney's* claim pursuant to the Illinois *common fund* doctrine is not preempted by the terms of a self-funded ERISA plan. See *Bishop v. Burgard*, 198 Ill. 2d 495, 505-07, 764 N.E.2d 24, 31-32, 261 Ill. Dec. 733 (2002); *Scholtens v. Schneider*, 173 Ill. 2d 375, 397, 671 N.E.2d 657, 668, 219 Ill. Dec. 490 (1996). An action by an *attorney* under the *common fund* doctrine is an independent action invoking the *attorney's* right to the payment of *fees* for services rendered and is wholly unrelated to the Plan itself. The Plan's contractual provisions cannot govern the relationship between an independent entity, *i.e.*, the *attorney* whose efforts created the *common fund*, and the Plan itself. Therefore, it is not preempted by ERISA. See *Bishop*, 198 Ill. 2d 495, 764 N.E.2d 24, 261 Ill. Dec. 733; *Scholtens*, 173 Ill. 2d 375, 671 N.E.2d 657, 219 Ill.

Dec. 490. Here, Miller was the Plan beneficiary who was bound by the contractual terms of the Plan. His lawyers were not parties to the contract and the contractual provisions did not govern the relationship between the Plan and the plaintiff, an independent entity. The fact that the Plan's terms attempted to shift the payment of *attorney fees* to the beneficiary had no effect on the claim by the plaintiff. There is nothing *in* the record that would allow us to conclude that the plaintiff agreed to forego payment of its *attorney fees* and [***11] costs for conferring a benefit on the Plan.

The facts presented here are almost identical to those considered by our supreme court in *Bishop v. Burgard*, 198 Ill. 2d 495, 764 N.E.2d 24, 261 Ill. Dec. 733 (2002).

Given that the *common fund* doctrine rests upon the perception that persons who obtain the benefit of a lawsuit without contributing to its costs are unjustly enriched (*Bishop*, 198 Ill. 2d at 509, 764 N.E.2d at 33), and given that ERISA does not preempt application of the *common fund* doctrine, the plaintiff had the right to pursue its claim *in* state court under the *Illinois common fund* doctrine. Therefore, the trial court properly entered summary judgment *in* favor of the plaintiff, granting the plaintiff onethird of the monies recovered for the *fund* and costs incurred for the successful pursuit of the litigation. To deny the plaintiff this remedy would have unjustly enriched the Plan, allowing it to prey, like a parasite, on the efforts of its host, enjoying the fruits of the reward without any effort.

....

Given that ordinary rules of contract construction are used to determine the intent of an ERISA plan, the Supreme Court in *McCutchen* held that *in* the absence of a contrary agreement, the *common-fund* rule would govern. The Supreme Court described the *common fund* doctrine as having "deep roots *in* equity," as being "set *in* the soil of unjust enrichment: To allow 'others to obtain full benefit from the plaintiff's efforts without contributing [***] to the litigation expenses *** would be to enrich the others unjustly at the plaintiff's expense.'" *McCutchen*, 569 U.S. at , 133 S. Ct. at 1547 (quoting *Mills v. Electric Auto-Lite Co.*, 396 U.S. 375, 392, 90 S. Ct. 616, 24 L. Ed. 2d 593 (1970)). Indeed, the Court recognized that the overwhelming majority of state courts have "routinely use[d] the *common-fund* rule to allocate the costs of third-party recoveries between insurers and beneficiaries." *McCutchen*, 569 U.S. at , 133 S. Ct. at 1550. After all, "[t]hird-party recoveries do not often come free: To get one, an insured must incur lawyer's *fees* and expenses. Without cost sharing, the insurer free rides on its beneficiary's efforts—taking the fruits while contributing nothing to the labor." *McCutchen*, 569 U.S. at , 133 S. Ct. at 1550. The Court then stated that "if U.S. Airways [***16] wished to depart from the *well-established common-fund* rule, it had to draft its contract to say so—and here it did not." *McCutchen*, 569 U.S. at , 133 S. Ct. at 1548. In light of the plan's silence on the recovery of *attorney fees*, the Court applied the *common fund* doctrine to the U.S. Airways plan and

remanded the case to the district court for a determination of how much the plan should pay *in attorney fees*.

In sum, while the anti-alienation provision appropriately protects the annuitants' benefits from third party creditor, equity powers to compensate the producer of the benefit are pre-empted.

IV. Quantifying the Common Fund Benefit Conferred and the Appropriate Fee Award

A. The Common Fund and the Court's Jurisdiction Over It

The common fund benefit here (the protected income stream) is subject to the court's jurisdiction over Defendant Funds, who pay it out monthly, now and in perpetuity. *See Ryan*, 274 Ill. App. 3d 913 (1st Dist. 1995) (litigation for integrity of pension fund moneys against the City of Chicago and its pension Funds resulted in a common fund benefit and prevention of "mugging of the good Samaritan"⁴).

B. Quantifying the Benefit Protected for Plan Participants.

Based on our work, we have produced a common fund benefit that is easily quantifiable as a percentage of the subsidies.

As shown in the attached spreadsheet, the City's calculation of the "Bring Current" benefit payments would be about \$8.1 million (if counting only the Blue Cross participants) plus about \$600,000 per month for the period thereafter. Applying the Funds' figures produces a total subsidy of approximately \$15 million. Regardless, the exact amount of the subsidies that will

⁴ In preventing the "mugging of the good Samaritan," former Chief Chancery Judge Curry characterized Krislov's efforts for and on behalf of the Firemen's Pension Fund: his energy, persistence and legal scholarship have (1) righted a serious wrong, (2) secured restitution for past misconduct, (3) created a climax which will assure fidelity in transmitting future pension fund tax receipts, (4) delivered a handsome recovery, (5) enhanced that recovery by ferreting out auditing mistakes, (6) secured an award of compound interest, and (7) engaged in collateral litigation so as to protect the benefits gained for the Firemen's Fund. *Ryan v. City of Chicago*, No. 83-CH-90 (Cir. Ct. Cook County, Ill.) *Slip Op.*, December 14, 1992 at 7.

actually be paid is not knowable in advance, because the actual amounts paid will depend on how many people qualify, claim and obtain them. Thus, whatever the actual figure is, a percentage award is easiest to apply; requiring the Funds only to escrow the applicable percentage of whatever the amounts paid may be.

C. A 33-1/3 Percentage Common Fund Recovery is the Appropriate Fee Award in this Case and is Confirmed by a “Lodestar Cross Check”.

Illinois Courts have determined the appropriate percentage by analyzing the risk involved in pursuing a case, along with class counsel's efforts, and the results obtained for the class. *Shaun Fauley, Saban, Inc. v. Metro. Life Ins. Co.*, 2016 IL App (2d) 150236 ¶24, (2d Dist. 2016) (affirming one-third percentage award that was based on "the substantial amount of time, expense and effort expended in litigating this case [and that] class counsel accepted a substantial risk in prosecuting this case under a contingency fee agreement given the vigorous defense of the case"). See, Newberg on Class Actions §15:83 (5th ed.) ("50% of the fund is the upper limit on a reasonable fee award from any common fund, in order to assure that fees do not consume a disproportionate part of the recovery obtained for the class").

Following the national norms,⁵ Illinois, courts frequently award fees of one-third or higher. *Ryan*, 274 Ill. App. at 924 (affirming award of 1/3 of common fund in pension-related litigation); *Guerrant v. Roth*, 334 Ill. App. 3d 259, 268-69, (1st Dist. 2002) ("Similar to most contingent fee agreements, the parties' agreement used a percentage-of-recovery method, i.e., one-third of the total of any settlement or judgment."); *Crossley v. Joya Comm 'ns, Inc.*, No. 16-CH-14771 (Cir. Ct. Cook Cnty. 2017)(approving 33.3% fee award in a TCPA class action settlement); *Willis, et al. v. iHeartMedia, Inc.*, No. 2016 CH 02455 (Cir. Ct. Cook Cnty. 2016)

⁵ Conte, Attorneys Fee Awards, 3d ed., §2.8, at 113, and Newberg on Class Actions 5th ed., § 15.83, in main volume and Winter 2018 Supplement.

(approving a fee request of 40% of common fund in a telephone consumer protection act class action settlement); *Clark v. Gannett Co., Inc.*, No. 16 CH 06603 (Cir. Ct. Cook Cnty. 2016) (approving a 39% fee award in a telephone consumer protection act class action settlement)⁶. See also, *Fauley v Metropolitan Life*, 2016 IL App. 2d 150236, ¶59 (2016), affirmed an award of \$6.7 million fees out of a \$23 million TCPA (Telephone Consumer Protection Act, 47 USC §227) settlement, citing *Brundidge* (which itself awarded a one third of recovery percentage fee) and supporting the percentage award, confirming its appropriateness by the fact that the fee was within a 3x multiplier of the “lodestar” (time at the lawyer’s billing rates):

In this case, class counsel submitted time records to the trial court, as ordered, and the trial court examined them *in camera*. In a brief filed in support of the final approval of the settlement, class counsel summarized its time records, representing that “the time records submitted *in camera* show that [class] counsel's lodestar value was \$2,577,811.” Therefore, had the trial court used the lodestar method, the effective multiplier would have been approximately 2.97, well within the range of multipliers used in other common-fund cases. See *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 n.6 (9th Cir. 2002) a survey of multipliers showed a range from 0.6 to 19.6, with most ranging from 1 to 4, and a “bare majority” ranging from 1.5 to 3.0). We note that the multiplier here was also justified in light of the trial court's finding that class counsel accepted “substantial risk in prosecuting this case under a contingency fee agreement given the vigorous defense of the case and defenses asserted by [MetLife].” See *Brundidge*, 168 Ill. 2d at 239-40 (to determine the proper multiplier, a court may consider “the contingency nature of the proceeding” and the complexity of the litigation). Accordingly, under the lodestar method, the amount of attorney fees would not necessarily have been lower. Thus, objectors' argument that the trial court should have used a lodestar cross-check on class counsel's fees is unpersuasive. We cannot say that the trial court abused its discretion by granting the attorney fees based on a percentage of the common fund.

Fauley v Metropolitan Life, 2016 IL App. 2d 150236, ¶59 (2016). Consequently, all other things being equal, a request for a one-third percentage of recovery fee would be unremarkably appropriate.

⁶ The final approval orders from *Crossley*, *Willis*, and *Clark* are attached as **Exhibit 6**.

D. The Total Fee of One-Third of the “Bring Current” Amounts is Justified Both on a Percentage Basis and by the “Lodestar Cross Check” at a Reasonable Multiplier of Only 1.5 Times Lodestar.

1. The Case Presented Significant Risks

This case has presented difficult questions of constitutional law, Pension Code and contract interpretation. When Counsel agreed to take this case, there was a high likelihood of losing, and the challenge of carrying a case in which even a successful outcome would not assure of a fee award, let alone one that would support the high level of risk, and the prolonged period of litigation, plus the hostile phalanx of opponents both City and four Funds. There were significant risks that the case would not be certified as a class action, and that either the City or the Funds, or both, would prevail on the merits.

2. There was and remains a real risk that the Court would not certify a class.

Although the case has proceeded as if it was on a class basis; nonetheless *this court has continued to defer the actual certification further.*

3. The case was difficult on the merits.

In addition to the risk that the Court might not certify a class, there was also a real risk that Plaintiffs might lose on the merits, given the City and Funds’ vigorous defense to Plaintiffs’ claims.

The case has generated removal and remand from Federal Court, a number of Appeals already, and the issue of the Funds’ and City’s obligations to provide coverage still pending in the Appellate Court.

This case has also necessitated our involvement in the other pension and retiree healthcare cases before the Appellate and Supreme Court. We intervened as *amici* in *Kanerva v.*

Weems, 2014 IL 115811 (July 3, 2014) helping to establish retiree healthcare benefits as Constitutionally protected benefits of participation in Illinois State and local retirement funds.

4. Counsel has devoted substantial resources to this case and achieved an excellent result for the Class, with hopefully more to come.

Despite the litany of risks, Krislov has pursued this case on a contingent basis, including by advancing the costs of litigation.

Class Counsel's firm dedicated all resources necessary to litigate this case against tough adversaries that have shown their willingness to aggressively defend and counterattack, even threatening counsel's reputation and license to practice.

And we have vigorously pursued this litigation for decades. We investigated and thoroughly researched the potential claims and defenses, filed repeated Complaints, and Amended Complaints, had them upheld, pursued Class Certification and the merits despite the most aggressive hostility, participated in seeking a fair resolution for the annuitants, rejecting settlements that would compromise retirees' claims for coverage without real protection, and nonetheless obtained at this juncture an amount for an expanded class that the annuitants consider meaningful.

E. The Lodestar⁷ "Cross Check"

⁷ The term lodestar comes from *Lindy Brothers Builders v. American Radiator & Standard San. Corp.*, 487 F.2d 161, 167-8 (3d Cir. 1973) (*Lindy I*) and 540 F.2d 102 (3d Cir. 1976) (*Lindy II*), calculating awardable fees by determining the compensable hours, multiplying them by appropriate market rates, resulting in a "lodestar", to which the court would apply a "multiplier" to reflect the contingent nature of the case. The Illinois Supreme Court adopted this approach, but generally limiting the multiplier to 3x lodestar. *Fiorito v. Jones*, 72 Ill.2d 73 (1978).

Subsequently, the Third Circuit's Task Force on Court Awarded Attorneys Fees, 108 F.R.D. 237 (3d Cir. 1985) essentially directed a two-track directive that has since been widely adopted awarding fees on a percentage basis in common fund cases, and on a lodestar time x rates basis in statutory fee awards against defendants.

The Illinois Supreme Court eventually modified its approach authorizing the court to award an appropriate fee by either percentage or lodestar. *Brundidge v. Glendale Fed. Bank*, 168 Ill.2d 235 (1995).

Newberg (5 Newberg on Class Actions, 5th ed. §15.69 at 235) points out that the percentage award is sometimes evaluated by the so-called “Lodestar cross check”, in which the amount of the percentage fee is reviewed as a multiplier of the attorneys’ actual “lodestar” (defining lodestar as the actual time devoted to the case at the attorneys appropriate billing rates).

Following the Illinois Supreme Court’s lodestar-based *Fioritto* decision, a multiplier of 3 is normal, with multipliers as high as 4 considered for reasons relating to the case’s difficulty.

Here, the one-third fee (which will total between \$3 and \$5 million) stands as no more than a 1x multiplier, which is eminently within the normal range, and actually modest.

Applying a “lodestar cross check” confirms the appropriateness of the percentage fee (likely approximately \$2-4 million, as a reasonable 1x multiplier to the lodestar value of the Krislov firm’s services (representing the contingency nature, complexity of the litigation, and enormous benefit conferred to the common fund). *See Ryan*, (common fund percentage of fee award of \$1,993,742.35 confirmed by “lodestar cross check” with a multiplier of 4); *Brundidge*, 168 Ill.2d at 240 (lodestar multiplier represents the weighted significance of contingency, complexity of the litigation, and the common fund benefit achieved).

F. Payment on an Interim Basis is Appropriate.

Interim Common Fund fees are entirely appropriate here as well. This is an appropriate time for an Interim Common Fund Fee Award, applied at the time that the benefited participants receive their cash subsidies that we have obtained for them from the Funds. *See*, Conte, Attorneys Fee Awards, 3d ed. §2.18 n.4 Interim Common Fund Fee Awards, and *see Garcia-Rubiera v Fortuna*, 727 F.3d 102 (1st Cir. 2013) (directing award of fees in an amount determined from beginning of this action through the date of this opinion.).

V. Lodestar Award under Illinois Civil Rights Act of 2003: This court should consider awarding a portion of the fee against the Funds based on the lodestar time.

A. The Statutory (Lodestar) Fee Portion

Under its plain language, the Illinois Civil Rights Act of 2003 Requires the Court to Award Attorneys' Fees Against The Defendants (distinct from the Common Fund fee recovery) from the subsidies, to a plaintiff who is a prevailing party in any action brought to enforce a right arising under the Illinois Constitution.

1. Mandatory Fee-Shifting Statute

Different from “permissive” fee shifting statutes, the Illinois Civil Rights Act of 2003 imposes mandatory attorney’s fee awards against defendants, for plaintiffs’ successful assertions of Illinois Constitutional rights:

(c) Upon motion, a court shall award reasonable attorneys’ fees and costs, including expert witness fees and other litigation expenses, to a plaintiff who is a prevailing party in any action brought:

(1) [n/a]

(2) to enforce a right arising under the Illinois Constitution.
(740 ILCS 23/5(c))

The legislature’s use of “shall” (rather than “may”) requires a fee award to the prevailing plaintiffs against the Defendants. Contrasted with permissive “whenever possible” (*Cooper v. Hinrichs*, 10 Ill. 2d 269, 272 (1957)), the use of the word “shall” is intentional, and means the fee award is mandatory:

Any member who prevails in an enforcement action to compel examination of records described in subdivisions (1), (2), (3), (4), and (5) of subsection (a) of this Section **shall** be entitled to recover reasonable attorney’s fees and costs from the association. (765 ILCS 605/19) (*Goldberg v. Astor Plaza Condo. Ass’n*, 2012 IL App (1st) 110620, at ¶ 40).

The term “shall,” without conditioning language, strongly indicates that the legislature intended the award to be mandatory:

Courts may not read in words to alter the meaning of statutes. To do so would be to contravene the legislature's intentions, because if the legislature had intended to include words in the statute, it would have done so.

Id. at ¶ 42

And the need certainly exists, in order to provide sufficient incentive for attorneys to assume the huge risks of litigation with public governments (which express cash strapped budgets, but typically expend all available resources to defeat litigation claims). *See Krautsack v. Anderson*, 223 Ill. 2d 541, 557 (2006) (statutory fee awards serve to deter potential violators and encourage voluntary compliance with the statute involved).

Statutory fee awards *against defendants*, distinct from awards *from a fund*, are typically calculated on a "lodestar" basis; (i.e., time spent, multiplied by the rates for the professionals involved.) *See City of Burlington v. Dague*, 505 U.S. 557 (1992) (There is a "strong presumption" that the lodestar represents a "reasonable" fee). To arrive at the "lodestar," the

Court should look at the amount of time reasonably expended by Plaintiffs' attorneys throughout the litigation, and multiply that time at a reasonable hourly rate. *Id. Wildman, Harrold, Allen & Dixon v. Gaylord*, 317 Ill.App.3d 590 (1st Dist. 2000) endorsed the same factors for determining a reasonable fee in Illinois.

B. Lodestar Fees and Costs Requested Against Defendant Funds would also be Appropriate Here.

An appropriate portion of the time spent over the past six years would be appropriately charged against the Funds, who despite their earlier recognition of their statutory obligation as both providing and subsidizing a healthcare plan for their annuitants, have now denied any such obligations, but are now obligated to fulfil their subsidy obligations. One appropriate possibility would be to treat the time as half against the City, half against the Funds, whose share of the cost would be divided among them based on relative size of Fund in assets or annuitants.

In *Kaiser v. MEPC Am. Properties, Inc.* 164 Ill. App. 3d 978, 983 (1st Dist. 1987), the court declared objective criteria governs the analysis of reasonable fees and costs:

... the party seeking the fees, whether for himself or on behalf of a client, always bears the burden of presenting sufficient evidence from which the trial court can render a decision as to their reasonableness. An appropriate fee consists of reasonable charges for reasonable services; however, to justify a fee, more must be presented than a mere compilation of hours multiplied by a fixed hourly rate or bills issued to the client, since this type of data, without more, does not provide the court with sufficient information as to their reasonableness—a matter which cannot be determined on the basis of conjecture or on the opinion or conclusions of the attorney seeking the fees.

Rather, the petition for fees must specify the services performed, by whom they were performed, the time expended thereon and the hourly rate charged therefor. Because of the importance of these factors, it is incumbent upon the petitioner to present detailed records maintained during the course of the litigation containing facts and computations upon which the charges are predicated.

Once presented with these facts, the trial court should consider a variety of additional factors such as the skill and standing of the attorneys, the nature of the case, the novelty and/or difficulty of the issues and work involved, the importance of the matter, the degree of responsibility required, the usual and customary charges for comparable services, the benefit to the client, and whether there is a reasonable connection between the fees and the amount involved in the litigation.

Alternatively, itemized by *Anderson v. Anchor Org. for Health Maint.*, 274 Ill. App. 3d

1001, 1008 (1st Dist. 1995), citing *Kaiser*, 164 Ill. App. 3d 978, the factors are:

- 1) the services performed;
- 2) the time expended thereon;
- 3) The attorney's hourly rate;
- 4) the skill and standing of the attorney;
- 5) the nature of the case;
- 6) the difficulty of the issues involved;
- 7) the importance of the matter;
- 8) the degree of responsibility required;
- 9) the usual and customary charges for comparable services; and
- 10) the benefit resulting to the client.

Each of these factors, to the extent applicable to this case, is consistent with a lodestar fee award for the Krislov firm. Our billing records detail all services provided throughout the litigation, the names of the attorneys, the time they expended, and applicable hourly rate charged.

1. Services Performed.

The Krislov firm has expended over 3700 hours of time since 2013 in pursuing retiree healthcare benefits for City of Chicago annuitants:

- a. Researched Constitutional, and Statutory Healthcare provisions;
- b. Drafted complaint, with numerous amendments, although repeatedly upheld as to Count 1, including on appeal;
- c. Drafted and pursued motions for class certification;
- d. Preparation for and numerous hearings and arguments on motions to dismiss our amend complaints, class certification;
- e. Repeated discussions with plaintiffs participants, many of whom attended hearings before the court;
- f. Appeal work, drafting numerous briefs; and
- g. most relevant here, pursuing subsidies, and forcing funds to bring subsidies current.

2. The Time Expended Thereon.

The Court evaluates the reasonableness for the time spent on compensable activities, to determine the number of reasonable hours, valued at prevailing market rates, in determining the proper fee award for the particular case. *Pennsylvania v. Delaware Citizens Council for Clean Air*, 478 U.S. 546, 559-60 (1986). A reasonable fee excludes excessive, redundant, or otherwise unnecessary billing time, as the Krislov firm has done here. *See Hensley v. Eckerhart*, 461 U.S. 424 (1983) (the trial court required to award only those fees “reasonably expended,” excluding fee requests for hours that are excessive, redundant, or otherwise unnecessary).

Considering defendants’ active opposition, typical of litigation by the City and Funds, deploying defenses, both old, new, and repeated, even to distinguish around recently settled

Illinois law, regarding Illinois Constitution Article 13 §5. The Krislov firm's devotion of more than 3700 hours is understandable, at rates ranging from \$275 to \$880 per hour, plus a total of \$ 53,000 in out-of-pocket expenses, in pursuing Plaintiffs' claims (pleadings, the volume of briefing, numerous court appearances, and extensive motion practice). **Exhibit 2** details the Krislov firm's time, specifies the name of attorney or staff, the work done, the time expended, and the current rates charged for the work done. **Exhibit 8**, Krislov Affidavit.

3. The Attorney's Hourly Rate.

A court calculating reasonable hourly attorney rates uses the prevailing market rates in the relevant community as a guideline. *Blum v. Stenson*, 465 U.S. 886, 897 (1984). Customary rates charged in private representations may afford relevant comparisons for the determination of appropriate prevailing market rates for statutory fee applicants. *Id.* at 895 note 11. Krislov's hourly rates of \$800 have previously been approved in 2013 litigation before the Circuit Court. *See Exhibit 3* (July 1, 2013 Order by Judge Bartkowicz in *Young v. Alden Gardens of Waterford LLC*, No. 10 L 13167).

The Krislov firm's rates (\$880 per hour for Mr. Krislov's own time, less for associates' and paralegals' time) are typical of the rates for attorneys of his experience. This litigation, while highly contentious, is typical of the matters the Krislov firm usually works on, for which Defendants' counsel typically charge fees upwards of \$1,000.00 per hour. *See National Law Journal 2016 Billing Rates*⁸ (showing Chicago large-firm partner average billing rates of \$ 800, and associate average billing rate as \$450-500).

4. The Skill and Standing of the Attorney.

⁸<http://www.nationallawjournal.com/id=1202636785489/Billing-Rates-Across-the-Country> viewed May 31, 2016.

The Krislov firm is uniquely qualified for this litigation. **Exhibit 7**, Firm Biography. As one of the premier class action and public interest attorneys, both in Chicago and nationwide, with over 35 years of this practice, in this court, the federal courts of this and other circuits, our experience and reputation comports with name partners at large nationwide firms, who are typically on the “other side” of these cases. Additionally, Illinois pension and constitutional law is an area in which many of the important decisions have been in our cases. *People ex rel. Sklodowski v. State*, 284 Ill. App.3d 809 (1st Dist. 1996) *see also*, 162 Ill.2d 117 (1994) and 182 Ill.2d 220 (1997) (blocked the State’s conversion of \$51 million from the State Pensions Fund to State general budget use); *Ryan v. City of Chicago*, 148 Ill.App.3d 638 (1st Dist. 1986) (uncovering, redressing and ending the City of Chicago’s illegal conversion of pension tax levies for its own investment profit; adding measurably to the even-then underfunded Funds, despite their own trustees’ failure to act and hostility to the claim itself); And the retiree healthcare litigation started by the City itself. *City of Chicago v. Korshak*, 206 Ill.App.3d 968 (1st Dist. 1990) (in litigation now spanning over 32 years, we have fought for annuitants’ contractual rights to promised lifetime healthcare coverage (*In City of Chicago v. Korshak and Retired Chicago Police Ass’n v. City of Chicago*) 7 F.3d 584 (7th Cir. 1992), more recently in the current cases *Underwood v. City of Chicago*, pending in the Circuit and Appellate Court, parallel state and federal cases, since 1987 through 2016, we have helped provide a continued a fixed-rate subsidized plan of retiree health care insurance for 21,000 annuitants and their families).

Indeed, just last Friday, we obtained the Appellate Court’s declaration invalidating the County Fund’s imposition of a non-statutory “last employer” requirement for participation by

County annuitants in the Funds' retiree healthcare plan. *Levin v Retirement Board of County Annuity & Benefit Fund*, 2019 IL App (1st) 181167.

5. The Nature of the Case.

Litigation with the City is challenging, compounded by the stakes involved, which were a heightened incentive to the City to litigate aggressively; and joined by the Police, Firemen, Municipal and Laborers Funds, who had previously acknowledged their obligations to their annuitants, and joined with us in pursuing the City, but now have joined with the City in disavowing any obligation to these annuitants.

Over the decades since our first City case, we have come to know well both the litigiousness of the City and the Funds' trustees; again, represented here by the multiple tag-team players of the City's outside counsel firms Prendergast and Laner Muchin, the Funds' multiple firms (Burke Burns Pinelli for the Fire and Municipal Funds, the Kuglers for the Police, and Taft Law for the Laborers), their style and the challenge of essentially single handedly facing a phalanx of the most personally hostile and aggressive opponents, whose strategy has always been to defeat the claim and destroy us as a firm. *See Exhibit 4* (opinion of Chancery Judge Curry, which the court entitled: "The Mugging of the Good Samaritan, for the Funds' support of the City's position against the claim, then seeking to realign the parties, capture the recovery obtained for them, but oust plaintiff's counsel to capture the recovery and evade paying any fee).

Indeed, not unlike their actions in *Ryan v. Chicago*, in which they initially deputized the City's counsel to fight against our claim for the Funds' recoveries, here the Funds abandoned their Korshak litigation position with us and (in this phase) joined with the City to oppose their own annuitants claims to healthcare even as against the City. Indeed, even when the City chose to dump the payment responsibility on the Funds.

6. The Difficulty of the Issues Involved.

The issues at hand were complex and an area few know well, requiring a thorough understanding of the Pension Code, the Illinois Constitution, and the Funds' operations; and the history of the city versus court litigation, including active participation in the June 1988 trial. The Krislov firm devoted much of their time to this case due to the complexity of the issues, forgoing work on their other cases.

Indeed, Krislov is uniquely the only lawyer who has been actively involved in this retiree healthcare litigation from the City initial filing of the core check litigation, October 19, 1987.

7. Importance of the Matter.

This litigation presents the post-retirement health-care benefits promised to some 24,000 now annuitants, many of whom are the last group of city employees whose city work did not earn them quarters qualifying them for coverage under the federal Medicare program. The employees who gave their careers and lives to the City now face medical challenges of the most significant order, as people do in their senior years. Beyond mere aches and pains many of them have now been forced to choose between ruinously expensive healthcare premiums for non-Medicare persons versus the challenges of cancers, cardiac conditions. Moreover it is important to keep the City to its promises to its employees, for the benefit of both the City's fiscal needs and the tax payers interests.

C. All Costs and Expenses Incurred are Reasonable, and Reimbursement is Appropriate.

The Illinois Civil Rights Act of 2003 explicitly requires payment of Plaintiffs' costs expended throughout the litigation, including reasonable expenses:

Upon motion, a court shall award reasonable attorneys' fees and costs, including expert witness fees and other litigation expenses, to a plaintiff who is a prevailing party in any action brought."

(740 ILCS 23/5). To date, the Krislov firm **expended \$53, 258.75** in reasonable, necessary, and reimbursable costs and expenses. **Exhibit 2.**

VI. How the Common Fund Fee Would be Awarded and Paid

This Court should order the Defendant Funds to withhold 1/3 of the “Bring Current” payments for 2017 through 2019, to protect the Krislov firm’s fee payment.

The Court should not defer the escrow to the 2019 repayments, for a number of reasons. First, the equitable sharing of the litigation fees should be shared over all participants, beginning with the first payment. It also appropriately deals with each payment, rather than have the annuitants get the full unreduced amounts for 2017 and 2018, and nothing for 2019.

Also, there is no reason why Counsel should have to wait for and hope to receive our fees at the end. The equitable purpose of spreading the common fund fee over the entire class is appropriately shared by applying it to each payment, not just waiting to the end, and hoping that the payments are then as the Funds have represented. Moreover, waiting until the end would not actually spread the fees over the entire class. Each year’s members are a finite group. Natural attrition reduces the retirees by about 10 percent each year, with new retirees coming in. Deferring any fee escrow until the end would mean that the entire fee would be borne, and be almost 100% of the 2019 recipients’ subsidies; greatly distorting the allocation of fees over the benefitted group. Indeed, the cases uniformly apply the percentage fees to every dollar recovery. In contrast, we know of no case in which the percentage has been only applied to the last dollar.

A. Protection of our Fees by Liens against Both the City and Funds.

An alternative method to protect our Common Fund fees would be for the court to recognize our and protect our fees from the amounts the Funds will eventually receive from the City. The portion of the financing from the City is an appropriate alternative source of funding

the fees that would not reduce the amounts the Funds must pay to annuitants. And, *Ryan v Chicago*, clearly supports the imposition of a fee from amounts the Funds receive from the City, because they have no Constitutional protection from creditors. (See, Attached Liens served on the City and Funds, **Exhibit 5** (Exhibit 29 to our 6th Amended Complaint and proposed 7th Amended Complaint.)

B. Submission for Consent by Annuitants

Matthews v. Chicago Transit Authority, 2016 IL 117638, makes it clear that, to the extent the court feels that awarding fees from the subsidies might violate their rights, the annuitants clearly can consent to the award of fees from the subsidies we have produced. We have signed agreements from hundreds of annuitants who have directly engaged us, agreeing to such terms, and we are confident that the overwhelming majority of annuitants would not object.

Accordingly, our request to have annuitants afforded their due process rights to be notified with an opportunity to object or not should be included in the notices to them.

C. An Incentive Award for the Named Plaintiffs is Appropriate from the Common Fund. The Court should set aside a portion of the Common Fund for an incentive award.

Courts frequently approve incentive awards to named plaintiffs in class actions, as such payments "serve to encourage the filing of class actions suits." *GMAC Mortg. Corp. of Pa. v. Stapleton*, 236 Ill. App. 3d 486,497 (1st Dist. 1992). "In deciding whether such an award is warranted, relevant factors include the actions the plaintiff has taken to protect the interests of the class, the degree to which the class has benefitted from those actions, and the amount of time and effort the plaintiff expended in pursuing the litigation." *Cook v. Nieder*, 142 F.3d 1004, 1016 (7th Cir. 1998). See, Ex. 9, Krislov, *Scrutiny of the Bounty*, Illinois Bar Journal, June, 1990 at 286.

Lead Plaintiff Underwood and perhaps a dozen other annuitants have regularly attended hearings, and assisted our efforts and deserve a small recognition of their efforts.

CONCLUSION

Wherefore, Plaintiffs and their attorney request this Court grant this motion, and

1. Order the Funds to escrow one-third of each subsidy payment or credit and either award that amount as the Krislov firm's fees from the subsidies, or order the Funds to pay the escrowed amount into an account under the Court's control.
2. Award statutory fees against the Funds, in the amount of the Krislov firm's lodestar time and expenses; and
3. Set aside an appropriate amount therefore as incentive compensation to certain named palintf for their assistance.

June 11, 2019

Respectfully submitted,
/s/ Clinton A. Krislov
Attorney for Plaintiffs

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PROOF OF SERVICE

I, Kenneth T. Goldstein, an attorney, on oath state that I caused a copy of the foregoing **Motion for Attorneys' Fees** to be filed electronically with the Court and served on Defendants by E-mail on June 11, 2019.

s/Kenneth T. Goldstein

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**In The Circuit Court of
Cook County, Illinois, Chancery Division**

Michael W. Underwood, Joseph M. Vuich, Raymond
Scacchitti, Robert McNulty, John E. Dorn, William J.
Selke, Janiece R. Archer, Dennis Mushol, Richard
Aguinaga, James Sandow, Catherine A. Sandow,
Marie Johnston, and 338 other Named Plaintiffs listed
in Exhibit 1 to Complaint, Plaintiffs,

No. 13 CH 17450,
Cal. 5,
Hon. Judge Cohen

v.

CITY OF CHICAGO, a Municipal Corporation,
Defendant,

and

Trustees of the Policemen's Annuity and Benefit
Fund of Chicago;
Trustees of the Firemen's Annuity and Benefit Fund
of Chicago;
Trustees of the Municipal Employees' Annuity and
Benefit Fund of Chicago; and
Trustees of the Laborers' & Retirement Board
Employees' Annuity & Benefit Fund of Chicago, et
al. Defendants.

EXHIBITS

to

**Plaintiffs' Motion to Escrow to Protect Common Fund Attorneys Fee from Subsidy
Payments and for Common Fund Attorneys' Fees
From the Funds Subsidy Payments**

- Exhibit 1: Spreadsheet calculation of "Bring Current" payment amount
- Exhibit 2: Krislov & Associates Time and Expense Report
- Exhibit 3: July 1, 2013 Order by Judge Bartkowicz in *Young v. Alden Gardens of Waterford LLC*, No. 10 L 13167
- Exhibit 4: Opinion of Chancery Judge Curry: "The Mugging of the Good Samaritan", *Ryan v. City of Chicago*, No. 83-CH-90 (Cir. Ct. Cook County, Ill.)
- Exhibit 5: Attorney Lien Notices served upon the City and the Funds
- Exhibit 6: Final Approval Orders from *Crossley, Willis, and Clark*
- Exhibit 7: Krislov & Associates' Firm Bio
- Exhibit 8: Affidavit of Clinton A. Krislov
- Exhibit 9: Krislov, Scrutiny of the Bounty, Illinois Bar Journal, June, 1990 at 286

EXHIBIT 1

[illegible]

1

EXHIBIT 2

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Krislov & Associates, Ltd.
Pre-bill Worksheet

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Selection Criteria

Ctie.Selection Include: Retiree Health

Nickname Retiree Health | 36
Full Name Retiree Health
Address
Phone 1 Phone 2
Phone 3 Phone 4
In Ref To
Notes
Controller
Salutation
Fees Arrg. By billing value on each slip
Expense Arrg. By billing value on each slip
Tax Profile Exempt
Last bill
Last charge 5/28/2019
Last payment Amount \$0.00

Date	Professional	Rate	Hours	Amount	Total
ID	Task	Markup %	DNB Time	DNB Amt	
<u>Activity: litigation</u>					
2/27/2012	Clinton A. Krislov	968.00	0.20	193.60	Billable
180303	Study pension trustees' letter sent to City in July, received from source.				
1/17/2013	Clinton A. Krislov	968.00	1.50	1,452.00	Billable
188097	Structuring case. Letter to Retirees.				
2/28/2013	Clinton A. Krislov	968.00	1.50	1,452.00	Billable
186868	Lunch meeting with Dean Ann Lousin.				
4/18/2013	Clinton A. Krislov	968.00	2.50	2,420.00	Billable
188753	work on letter to participants.				
4/19/2013	Clinton A. Krislov	968.00	2.50	2,420.00	Billable
188759	Calls with FOP and RCPA (Hauser) and work on revised letter to participants.				
4/23/2013	Clinton A. Krislov	968.00	2.50	2,420.00	Billable
188760	Meeting with FOP/Shields and Geiger.				
4/25/2013	Clinton A. Krislov	968.00	2.50	2,420.00	Billable
188762	Final revisions and send out letter to retirees.				
4/30/2013	Michael R. Karnuth	660.00	0.40	264.00	Billable
187332	Setting up a new account for class member contributions.				
5/1/2013	Clinton A. Krislov	968.00	2.50	2,420.00	Billable
188465	Inquiries from participants. Call with Craven regarding state case and issue of (need to clarify) that state retirees' benefits come via participation in a fund, rather than as retiree from employment. Agree to work together.				

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Krislov & Associates, Ltd.
Pre-bill Worksheet

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
5/3/2013 188466	Clinton A. Krislov Call with Stephen Yokrich AFSCME attorney.	968.00	1.00	968.00	Billable
5/6/2013 188475	Clinton A. Krislov Calls from participants.	968.00	1.00	968.00	Billable
5/7/2013 188480	Clinton A. Krislov Calls from participants. Call with Shields/FOP; approves contribution.	968.00	2.00	1,936.00	Billable
5/31/2013 188492	Clinton A. Krislov Call with J. Naber re how to craft settlement for Korshak and Window retirees (.75). Prepare for meeting with Retirees. Call from AFSCME Attorney Yokich. (2.0)	968.00	2.75	2,662.00	Billable
6/2/2013 188442	Clinton A. Krislov Meeting at RCPA with annuitants.	968.00	3.00	2,904.00	Billable
6/21/2013 188506	Clinton A. Krislov Study legislation status and settlement call with J. Naber to advise of need for some enforceable standstill preservation of status quo. Work on Amicus brief.	968.00	8.50	8,228.00	Billable
6/21/2013 188993	Kenneth T. Goldstein IL Supreme Court article re Kanerva.	660.00	0.20	132.00	Billable
6/22/2013 188508	Clinton A. Krislov Work on amicus brief.	968.00	5.00	4,840.00	Billable
6/24/2013 188510	Clinton A. Krislov Research issues. Draft Amicus brief to Ill. Sup. Ct. in state Employees case (4.0); Call to Jennifer Naber to discuss extension agreement (1.0).	968.00	5.00	4,840.00	Billable
6/24/2013 187400	John P. Orellana Research at Chicago-Kent and Daley Center library for old versions of pension code.	275.00	4.00	1,100.00	Billable
6/25/2013 188513	Clinton A. Krislov Meeting at FOP with participants (2.5). Work on standstill letter agreement and forward to J. Naber (1.2). Work on brief amicus for state case. (5.0)	968.00	8.70	8,421.60	Billable
6/28/2013 188521	Clinton A. Krislov Work on Amended Complaint and Amicus Brief.	968.00	5.25	5,082.00	Billable
6/28/2013 189013	Kenneth T. Goldstein Review letter from Clint Krislov re: Amicus.	660.00	0.20	132.00	Billable
6/29/2013 188523	Clinton A. Krislov Work on Amended Complaint.	968.00	5.00	4,840.00	Billable

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Krislov & Associates, Ltd.
Pre-bill Worksheet

Page 3

Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
6/30/2013 188524	Clinton A. Krislov Work on Amended Complaint and Amicus Brief.	968.00	4.00	3,872.00	Billable
7/2/2013 188532	Clinton A. Krislov Work on new complaint.	968.00	2.50	2,420.00	Billable
7/2/2013 188525	Clinton A. Krislov Work on Amended Complaint.	968.00	3.00	2,904.00	Billable
7/3/2013 188537	Clinton A. Krislov Work on Amended Complaint (3.0). Amicus Brief (3.0).	968.00	6.00	5,808.00	Billable
7/3/2013 189029	Kenneth T. Goldstein Review and edit motion to restore case to calendar.	660.00	0.30	198.00	Billable
7/3/2013 189028	Kenneth T. Goldstein Waiver issue for Federal Court on removal.	660.00	1.50	990.00	Billable
7/4/2013 188541	Clinton A. Krislov Work on Amended Complaint (2.0); Amicus Brief (5.0).	968.00	7.00	6,776.00	Billable
7/5/2013 188542	Clinton A. Krislov Finalizing motion to leave and amended 2013 complaint (6.0); Work on Amicus Brief (6.0).	968.00	7.00	6,776.00	Billable
7/6/2013 188545	Clinton A. Krislov Work on Amicus Brief in Kanerva	968.00	3.50	3,388.00	Billable
7/7/2013 188546	Clinton A. Krislov Work on Motion for Leave and Amicus Brief in Kanerva	968.00	3.50	3,388.00	Billable
7/8/2013 188547	Clinton A. Krislov Finalize Motion for Leave and Amicus Brief.	968.00	6.00	5,808.00	Billable
7/8/2013 189034	Kenneth T. Goldstein Review Amicus Brief.	660.00	1.50	990.00	Billable
7/9/2013 188552	Clinton A. Krislov Revising motion to Cal 5 after call from Chief's chambers. No longer on Cal. 13.	968.00	0.30	290.40	Billable
7/9/2013 189036	Kenneth T. Goldstein Serve courtesy copies of Amicus.	660.00	0.20	132.00	Billable
7/9/2013 189038	Kenneth T. Goldstein Review case motion re notice.	660.00	0.20	132.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
7/10/2013 189043	Kenneth T. Goldstein Participants email from Clint.	660.00	0.10	66.00	Billable
7/16/2013 188568	Clinton A. Krislov Speaking to Retirees/Participants at FOP sponsored lunch. (3.75). Prepare for tomorrow's hearing on Motion to Revive. (3.0)	968.00	6.75	6,534.00	Billable
7/17/2013 188574	Clinton A. Krislov Prepare for and appear on our motion to revive litigation. Judge denies motion to revive. Work on new complaint. Communication with Participants.	968.00	7.50	7,260.00	Billable
7/17/2013 189054	Kenneth T. Goldstein Hearing before Judge Cohen. Note to class members. Prepare for and attend conference with Clint Krislov.	660.00	1.50	990.00	Billable
7/20/2013 188582	Clinton A. Krislov Review and respond to participant inquiries. Talk with Dave Kugler; confirms position he took at hearing in support of City, advising that he is either with us, neutral or enemy. Discuss his split and says he will be willing to raise with his Board. I told him it's ok if they advise the Court that they can take no position.	968.00	2.00	1,936.00	Billable
7/21/2013 188584	Clinton A. Krislov Revisions to new complaint.	968.00	4.00	3,872.00	Billable
7/22/2013 188585	Clinton A. Krislov Final revisions to 2013 Complaint. Call from Trustee Hauser.	968.00	3.00	2,904.00	Billable
7/23/2013 188589	Clinton A. Krislov Underwood. Finalize and file new complaint.	968.00	3.00	2,904.00	Billable
7/24/2013 188596	Clinton A. Krislov Meeting with FOP and Michael Underwood.	968.00	2.00	1,936.00	Billable
7/24/2013 189074	Kenneth T. Goldstein Underwood. Draft SOJ and edit.	660.00	0.70	462.00	Billable
7/24/2013 189073	Kenneth T. Goldstein Review Clint's draft of Underwood.	660.00	2.00	1,320.00	Billable
7/25/2013 188599	Clinton A. Krislov Call from J. Naber. Calls re case.	968.00	0.50	484.00	Billable
7/26/2013 188606	Clinton A. Krislov Underwood. Field questions from New York Times.	968.00	1.00	968.00	Billable
7/26/2013 189081	Kenneth T. Goldstein Waiver of Service form. Underwood.	660.00	0.80	528.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
7/29/2013 189084	Kenneth T. Goldstein Underwood. Call back class members.	660.00	1.50	990.00	Billable
7/30/2013 188610	Clinton A. Krislov Work on class certification.	968.00	2.00	1,936.00	Billable
7/31/2013 188613	Clinton A. Krislov Underwood. Funding issues. Phone call with Gelger. Work on class certification.	968.00	1.00	968.00	Billable
8/1/2013 188622	Clinton A. Krislov Underwood. Calls from participants.	968.00	2.00	1,936.00	Billable
8/2/2013 188626	Clinton A. Krislov Underwood. Call from Januszek. Calls from retirees.	968.00	5.50	5,324.00	Billable
8/2/2013 189095	Kenneth T. Goldstein Underwood. SOJ Hearing.	660.00	0.50	330.00	Billable
8/6/2013 188632	Clinton A. Krislov Work on response to Hauser memo. Review video of FOP appearance.	968.00	1.00	968.00	Billable
8/9/2013 188644	Clinton A. Krislov Review situation. City removes to federal court, check assignment - Holderman. Phone call with Joe Gagliardo and Jennifer Naber re case. We will make minor amendment. Add M.W. Underwood and delete two Plaintiffs. Ask for agreement to certify. Draft participant update.	968.00	5.00	4,840.00	Billable
8/9/2013 189097	Kenneth T. Goldstein Underwood. Catch up on emails. Waiver from City. Calls to class members.	660.00	0.50	330.00	Billable
8/12/2013 188654	Clinton A. Krislov Underwood. Revision to update to Participants. Work on Class Certification and Summary Judgment.	968.00	1.00	968.00	Billable
8/12/2013 189098	Kenneth T. Goldstein Review letter to class.	660.00	0.30	198.00	Billable
8/14/2013 189104	Kenneth T. Goldstein File appearance.	660.00	1.50	990.00	Billable
8/15/2013 189107	Kenneth T. Goldstein Review Amer Amed indictment.	660.00	0.50	330.00	Billable
8/19/2013 188669	Clinton A. Krislov Study City's responding amicus brief.	968.00	2.50	2,420.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
8/19/2013 189121	Kenneth T. Goldstein Draft class certification.	660.00	5.00	3,300.00	Billable
8/20/2013 188674	Clinton A. Krislov Review City's Amicus Brief to Supreme Court.	968.00	1.00	968.00	Billable
8/20/2013 189124	Kenneth T. Goldstein Underwood. Draft class certification motion.	660.00	4.00	2,640.00	Billable
8/21/2013 189129	Kenneth T. Goldstein Underwood. Draft class certification.	660.00	4.00	2,640.00	Billable
8/22/2013 188676	Clinton A. Krislov Call from Kugler. All of the funds agree to waive service of summons. Amended Complaint - for all. Most of the Funds will be idle P&L. Can't speak for Ed Burke.	968.00	1.00	968.00	Billable
8/23/2013 189135	Kenneth T. Goldstein Underwood. Class certification Brief.	660.00	2.00	1,320.00	Billable
8/30/2013 189154	Kenneth T. Goldstein Edits to class certification from Clint.	660.00	0.70	462.00	Billable
9/4/2013 189160	Kenneth T. Goldstein Collateral Estoppel issue. Research.	660.00	1.50	990.00	Billable
9/9/2013 189164	Kenneth T. Goldstein Underwood. Review Defendant emails.	660.00	0.20	132.00	Billable
9/9/2013 189161	Kenneth T. Goldstein Review tables of class members.	660.00	0.50	330.00	Billable
9/11/2013 189170	Kenneth T. Goldstein Underwood. Schedule motion and order.	660.00	0.10	66.00	Billable
9/16/2013 189183	Kenneth T. Goldstein Underwood. Edits to Class Certification and Complaint. Review exhibits.	660.00	2.50	1,650.00	Billable
9/17/2013 189185	Kenneth T. Goldstein Underwood. Final edits and file.	660.00	1.50	990.00	Billable
9/17/2013 189186	Kenneth T. Goldstein Underwood. Review documents from Oral Argument.	660.00	2.50	1,650.00	Billable
9/18/2013 189187	Kenneth T. Goldstein Underwood. Oral Argument in Kanerva. Review filing. Memo to Clint.	660.00	2.15	1,419.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
9/25/2013 189206	Kenneth T. Goldstein Underwood. Calls from class members.	660.00	1.00	660.00	Billable
10/1/2013 189647	Kenneth T. Goldstein Underwood. Review filing for preliminary injunction and edits.	660.00	1.50	990.00	Billable
10/2/2013 189643	Kenneth T. Goldstein Underwood. Copies of Filings to Kugler.	660.00	0.20	132.00	Billable
10/2/2013 189644	Kenneth T. Goldstein Underwood. Issue re blank exhibits.	660.00	0.20	132.00	Billable
10/2/2013 189645	Kenneth T. Goldstein Underwood. Plaintiff class member calls.	660.00	0.50	330.00	Billable
10/3/2013 189646	Kenneth T. Goldstein Underwood. Schedule orders by court.	660.00	0.20	132.00	Billable
10/3/2013 189642	Kenneth T. Goldstein Underwood. Plaintiff class member calls.	660.00	0.50	330.00	Billable
10/9/2013 189641	Kenneth T. Goldstein Underwood: Calls with class members.	660.00	0.70	462.00	Billable
10/10/2013 189639	Kenneth T. Goldstein Underwood. See Rate comparison letters.	660.00	0.50	330.00	Billable
10/10/2013 189640	Kenneth T. Goldstein Underwood. Calls with Plaintiffs.	660.00	0.50	330.00	Billable
10/11/2013 190147	Clinton A. Krislov Study City's Motion to Dismiss.	968.00	1.00	968.00	Billable
10/11/2013 190146	Clinton A. Krislov Work on brief issues. Meeting with Attorneys Gagliardo and Naber to discuss structuring case, as dispute of law, class cert., and preliminary injunction, and possible agreement to defer changes while litigation pending; later calls back and responds "no."	968.00	2.00	1,936.00	Billable
10/11/2013 190145	Clinton A. Krislov Retiree calls. Marvin Rubin, Laborers, 2004 retiree.	968.00	1.00	968.00	Billable
10/11/2013 189638	Kenneth T. Goldstein Underwood. Meeting with Defendant. Read Defendant filing and motion to dismiss.	660.00	7.00	4,620.00	Billable
10/15/2013 189637	Kenneth T. Goldstein Pull documents for filing. Settlement. 1988 Orders.	660.00	0.40	264.00	Billable

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Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
10/15/2013 189636	Kenneth T. Goldstein Underwood. Status Hearing.	660.00	0.70	462.00	Billable
10/15/2013 189635	Kenneth T. Goldstein Underwood. Read defendant filing and Memo 12 (b) (6).	660.00	2.00	1,320.00	Billable
10/16/2013 189633	Kenneth T. Goldstein Underwood. Calls from class members re status.	660.00	0.70	462.00	Billable
10/16/2013 189634	Kenneth T. Goldstein Underwood. Review motion to dismiss.	660.00	1.00	660.00	Billable
10/17/2013 189631	Kenneth T. Goldstein Underwood. Class member calls.	660.00	0.50	330.00	Billable
10/17/2013 189632	Kenneth T. Goldstein Underwood. Defendant filed P.I. response and class certification response. Review.	660.00	2.50	1,650.00	Billable
10/20/2013 202851	Clinton A. Krislov Work on replies in support of class certification and preliminary injunction.	968.00	5.00	4,840.00	Billable
10/22/2013 188819	Clinton A. Krislov Work on Replies in support of class certification and preliminary injunction.	968.00	12.00	11,616.00	Billable
10/22/2013 189630	Kenneth T. Goldstein Underwood. Edits to class certification.	660.00	3.00	1,980.00	Billable
10/23/2013 189629	Kenneth T. Goldstein Underwood.Final edits re class certification.	660.00	3.00	1,980.00	Billable
10/24/2013 202853	Clinton A. Krislov Work on opposition to motion to dismiss; communicating with participants.	968.00	6.00	5,808.00	Billable
10/24/2013 189628	Kenneth T. Goldstein Underwood. Emails and calls with class members.	660.00	0.50	330.00	Billable
10/25/2013 202855	Clinton A. Krislov Work on our opposition to motion to dismiss.	968.00	3.00	2,904.00	Billable
10/25/2013 189627	Kenneth T. Goldstein Underwood. Class member calls.	660.00	0.70	462.00	Billable
10/31/2013 188860	Clinton A. Krislov Work on Reply in opposition to City's motion to dismiss.	968.00	15.00	14,520.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
11/1/2013 189626	Kenneth T. Goldstein Underwood. Edit to Motion to dismiss response.	660.00	8.00	5,280.00	Billable
11/5/2013 188823	Clinton A. Krislov Hearing before Judge Holderman.	968.00	1.50	1,452.00	Billable
11/5/2013 189548	Kenneth T. Goldstein Underwood. Status.	660.00	1.00	660.00	Billable
11/5/2013 189549	Kenneth T. Goldstein Underwood. Catch up on return calls to class members.	660.00	1.50	990.00	Billable
11/6/2013 189547	Kenneth T. Goldstein Underwood. Class member calls.	660.00	0.70	462.00	Billable
11/8/2013 189546	Kenneth T. Goldstein Underwood. Review Defendant reply on motion to dismiss.	660.00	1.00	660.00	Billable
11/11/2013 189545	Kenneth T. Goldstein Underwood. Read Defendant reply on Motion to Dismiss.	660.00	2.00	1,320.00	Billable
11/14/2013 189544	Kenneth T. Goldstein Underwood. Catch up calls with class members.	660.00	1.00	660.00	Billable
11/15/2013 189543	Kenneth T. Goldstein Underwood. Class member calls.	660.00	0.50	330.00	Billable
12/15/2013 202860	Clinton A. Krislov Work on appeal issues, referral to Ill. Sup. Ct.	968.00	2.00	1,936.00	Billable
1/7/2014 190385	Clinton A. Krislov Receive and begin studying City's 7th Circuit filings.	968.00	1.50	1,452.00	Billable
1/8/2014 190388	Clinton A. Krislov Work on Reply in Support of Injunction.	968.00	3.00	2,904.00	Billable
1/9/2014 190393	Clinton A. Krislov Review City's filings re: injunction.	968.00	3.00	2,904.00	Billable
1/10/2014 190397	Clinton A. Krislov Field calls from retirees.	968.00	1.50	1,452.00	Billable
1/13/2014 190404	Clinton A. Krislov Work on Reply.	968.00	5.00	4,840.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
1/14/2014 190408	Clinton A. Krislov Work on 7th Circuit Reply in Support of Injunction and Referral.	968.00	2.50	2,420.00	Billable
1/20/2014 190423	Clinton A. Krislov Scheduling briefs.	968.00	1.20	1,161.60	Billable
1/27/2014 190438	Clinton A. Krislov Work on appellate brief.	968.00	2.00	1,936.00	Billable
2/3/2014 190459	Clinton A. Krislov Meeting with police retirees at Biagio's.	968.00	5.00	4,840.00	Billable
2/4/2014 190466	Clinton A. Krislov 7th Circuit notification of non-opposition to abeyance while Kanerva pending.	968.00	2.50	2,420.00	Billable
2/13/2014 191222	Clinton A. Krislov Study Matthews v. CTA retiree healthcare decision.	968.00	1.00	968.00	Billable
2/14/2014 191226	Clinton A. Krislov Work on Matthews issues to update 7th Circuit and maybe revisit preliminary injunction issue.	968.00	4.00	3,872.00	Billable
2/16/2014 191227	Clinton A. Krislov Study Matthews case and begin work on advice to 7th Circuit towards revisiting ruling on preliminary injunction.	968.00	5.00	4,840.00	Billable
2/17/2014 191228	Clinton A. Krislov Work on Motion to Reconsider Preliminary Injunction in light of Matthews' decision.	968.00	5.00	4,840.00	Billable
2/18/2014 191231	Clinton A. Krislov Revisions; work on Motion to Reconsider Preliminary Injunction.	968.00	5.00	4,840.00	Billable
2/19/2014 191235	Clinton A. Krislov Work on motion to alert 7th Circuit to Matthews Marconi and reconsider Preliminary Injunction.	968.00	4.00	3,872.00	Billable
2/21/2014 191239	Clinton A. Krislov Work on motion to reconsider stay in light of Matthews' decision.	968.00	4.00	3,872.00	Billable
2/22/2014 191241	Clinton A. Krislov Work on memo to reconsider Preliminary Injunction; study Arizona Fields case.	968.00	2.50	2,420.00	Billable
2/24/2014 191246	Clinton A. Krislov Research retiree benefits and healthcare cases; revisions to motions for reconsideration of preliminary injunction.	968.00	3.00	2,904.00	Billable

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Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
2/25/2014 191250	Clinton A. Krislov Work on motion for reconsideration of preliminary injunction in light of Matthews and Fields (Az.)	968.00	5.00	4,840.00	Billable
3/3/2014 190365	Kenneth T. Goldstein Prepare motion to reconsider denial of stay.	660.00	1.50	990.00	Billable
3/4/2014 191259	Clinton A. Krislov Work on motion to reconsider preliminary injunction.	968.00	6.00	5,808.00	Billable
3/4/2014 190363	Kenneth T. Goldstein Prepare motion for reconsideration of denial of stay.	660.00	3.50	2,310.00	Billable
3/5/2014 191262	Clinton A. Krislov Revisions to motion to reconsider/revisit preliminary injunction.	968.00	5.00	4,840.00	Billable
3/5/2014 190356	Kenneth T. Goldstein Draft and edit motion for reconsideration of the stay.	660.00	5.00	3,300.00	Billable
3/6/2014 190352	Kenneth T. Goldstein Draft and file motion for reconsideration of the court's denial of a stay.	660.00	3.50	2,310.00	Billable
3/7/2014 191266	Clinton A. Krislov Letter and update to participants.	968.00	2.00	1,936.00	Billable
3/7/2014 190346	Kenneth T. Goldstein Calls from retirees re: status.	660.00	0.70	462.00	Billable
3/10/2014 191271	Clinton A. Krislov Letter communications with class members.	968.00	2.00	1,936.00	Billable
3/11/2014 190337	Kenneth T. Goldstein Receive and review 7th Circuit Order denying reconsideration; confer with Attorney Krislov.	660.00	0.20	132.00	Billable
3/14/2014 190323	Kenneth T. Goldstein Calls with class members re: reconciliation and status.	660.00	0.50	330.00	Billable
4/23/2014 191314	Clinton A. Krislov Study County Treasurers' Illinois Appellate decision.	968.00	1.50	1,452.00	Billable
7/8/2014 192287	Kenneth T. Goldstein Read Illinois Supreme Court's Kanerva decision; draft status report to 7th Circuit.	660.00	2.00	1,320.00	Billable
7/9/2014 192282	Kenneth T. Goldstein Review Ill. Sup. Ct. Kanerva decision; confer with Attorney Krislov; draft status report to 7th Circuit.	660.00	3.00	1,980.00	Billable

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Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
7/10/2014 191821	Clinton A. Krislov Work on Status Report. Request for summary reversal.	968.00	3.00	2,904.00	Billable
7/10/2014 192281	Kenneth T. Goldstein Draft and file status on Illinois Supreme Court's Kanerva decision.	660.00	4.00	2,640.00	Billable
7/15/2014 192275	Kenneth T. Goldstein Read defendant's status report and confer with Attorney Krislov.	660.00	1.50	990.00	Billable
7/16/2014 191834	Clinton A. Krislov Work on preparation for going forward. Study Healthcare statutes. See Settlements.	968.00	3.00	2,904.00	Billable
7/16/2014 192273	Kenneth T. Goldstein Draft reply re: status.	660.00	0.50	330.00	Billable
7/18/2014 191839	Clinton A. Krislov Review new decision.	968.00	1.50	1,452.00	Billable
7/21/2014 191840	Clinton A. Krislov Work on finding pre 8/23/89 Evidentiary support for assurances of lifetime care.	968.00	2.50	2,420.00	Billable
7/21/2014 192259	Kenneth T. Goldstein Reply re: Status of Case.	660.00	0.50	330.00	Billable
7/21/2014 192261	Kenneth T. Goldstein Affidavits of 1988 class members, reply re: status, brief.	660.00	3.00	1,980.00	Billable
7/22/2014 191844	Clinton A. Krislov Update Reitreers. Prepare for conference tomorrow. Study for pre 8/23/89 assurances of lifetime case.	968.00	5.00	4,840.00	Billable
7/22/2014 192258	Kenneth T. Goldstein Reply re: status of case.	660.00	0.50	330.00	Billable
7/23/2014 191849	Clinton A. Krislov Presentation to Retirees. 7th Circuit orders, briefing to proceed. Begin work on brief.	968.00	3.00	2,904.00	Billable
7/23/2014 192252	Kenneth T. Goldstein Reply edits.	660.00	0.50	330.00	Billable
7/23/2014 192255	Kenneth T. Goldstein Status reply.	660.00	1.50	990.00	Billable
7/24/2014 192249	Kenneth T. Goldstein Draft appeal brief.	660.00	2.00	1,320.00	Billable

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Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
7/24/2014 192251	Kenneth T. Goldstein Work on Appellate brief.	660.00	2.00	1,320.00	Billable
7/25/2014 192248	Kenneth T. Goldstein Draft appeal brief.	660.00	3.00	1,980.00	Billable
7/30/2014 191929	Clinton A. Krislov Work on 7th Circuit Brief. Going through Korshak litigation files.	968.00	2.50	2,420.00	Billable
8/5/2014 191930	Clinton A. Krislov Work on 7th Circuit Brief. Going through Korshak files and finding statements and testimony. Updating/locating people.	968.00	5.00	4,840.00	Billable
8/6/2014 191931	Clinton A. Krislov Work on 7th Circuit Brief. Going through Korshak files and working on finding people for testimony.	968.00	4.00	3,872.00	Billable
8/6/2014 192056	Kenneth T. Goldstein Draft Appellate brief.	660.00	3.00	1,980.00	Billable
8/7/2014 191932	Clinton A. Krislov Work on 7th Circuit Brief. Going through Korshak files. Call with McDonough.	968.00	3.50	3,388.00	Billable
8/7/2014 192053	Kenneth T. Goldstein Draft Appellate brief.	660.00	6.00	3,960.00	Billable
8/7/2014 192061	Kenneth T. Goldstein Receive and move boxes from warehouse; review contents re: Korshak files.	660.00	1.00	660.00	Billable
8/8/2014 191933	Clinton A. Krislov Pre Retirement Seminar Agendas.	968.00	1.50	1,452.00	Billable
8/8/2014 192051	Kenneth T. Goldstein Draft Appellate Brief; email from class members.	660.00	8.00	5,280.00	Billable
8/9/2014 192050	Kenneth T. Goldstein Review Illinois Supreme Court and Holderman decisions.	660.00	1.50	990.00	Billable
8/11/2014 192049	Kenneth T. Goldstein Review trial transcript and draft appeal.	660.00	5.00	3,300.00	Billable
8/12/2014 192043	Kenneth T. Goldstein Read transcripts and deposition summary; draft appeal documents.	660.00	4.00	2,640.00	Billable
8/13/2014 192037	Kenneth T. Goldstein Draft appellate brief; review trial transcript.	660.00	6.00	3,960.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
8/14/2014 192499	Clinton A. Krislov Work on 7th circuit brief.	968.00	3.00	2,904.00	Billable
8/14/2014 192032	Kenneth T. Goldstein Draft Appellate brief; review 1988 trial transcript.	660.00	6.00	3,960.00	Billable
8/15/2014 192501	Clinton A. Krislov Work on 7th circuit brief.	968.00	4.00	3,872.00	Billable
8/15/2014 192799	Kenneth T. Goldstein 7th Circuit Brief.	660.00	8.00	5,280.00	Billable
8/17/2014 192504	Clinton A. Krislov Work on 7th circuit brief.	968.00	6.00	5,808.00	Billable
8/18/2014 192505	Clinton A. Krislov Work on 7th circuit brief.	968.00	7.00	6,776.00	Billable
8/18/2014 192801	Kenneth T. Goldstein 7th Circuit Brief.	660.00	5.00	3,300.00	Billable
8/19/2014 192800	Kenneth T. Goldstein 7th Circuit Brief.	660.00	5.00	3,300.00	Billable
8/20/2014 192511	Clinton A. Krislov Work on 7th circuit brief; revise motion for extension of time.	968.00	3.00	2,904.00	Billable
8/20/2014 192802	Kenneth T. Goldstein 7th Circuit Brief and extension of time.	660.00	5.00	3,300.00	Billable
8/21/2014 192517	Clinton A. Krislov Work on 7th circuit brief.	968.00	3.00	2,904.00	Billable
8/22/2014 192803	Kenneth T. Goldstein 7th Circuit Brief.	660.00	3.00	1,980.00	Billable
8/26/2014 192974	Clinton A. Krislov Work on 7th Circuit Brief.	968.00	2.10	2,032.80	Billable
8/28/2014 192804	Kenneth T. Goldstein 7th Circuit Brief.	660.00	4.00	2,640.00	Billable
8/29/2014 192982	Clinton A. Krislov More Arizona decisions?	968.00	0.10	96.80	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
8/29/2014 192805	Kenneth T. Goldstein 7th Circuit Brief.	660.00	4.00	2,640.00	Billable
9/3/2014 192987	Clinton A. Krislov Work on opening brief.	968.00	7.00	6,776.00	Billable
9/3/2014 192849	Kenneth T. Goldstein Appellate Brief.	660.00	10.00	6,600.00	Billable
9/4/2014 192990	Clinton A. Krislov Work on opening brief and calls from Retirees.	968.00	8.00	7,744.00	Billable
9/4/2014 192848	Kenneth T. Goldstein Appellate Brief.	660.00	12.00	7,920.00	Billable
9/5/2014 192991	Clinton A. Krislov Work on opening brief	968.00	8.00	7,744.00	Billable
9/5/2014 192847	Kenneth T. Goldstein Appellate Brief.	660.00	6.00	3,960.00	Billable
9/5/2014 192685	Michalene J. McElligott Compile appendix and separate appendix for 7th Circuit brief.	220.00	1.20	264.00	Billable
9/8/2014 192846	Kenneth T. Goldstein Miscellaneous email briefs and research. Confer with Attorney Krislov re amendment.	660.00	2.00	1,320.00	Billable
9/9/2014 192845	Kenneth T. Goldstein Technical violation on brief fixed and re-filed.	660.00	1.00	660.00	Billable
9/9/2014 192844	Kenneth T. Goldstein Amend Brief.	660.00	6.00	3,960.00	Billable
9/10/2014 193001	Clinton A. Krislov Issues re notices of 2015 new rates.	968.00	2.00	1,936.00	Billable
9/10/2014 192843	Kenneth T. Goldstein Amend Brief.	660.00	5.00	3,300.00	Billable
9/11/2014 193006	Clinton A. Krislov Conference with Attorney Goldstein and work on amendment to address Statute of Frauds issue. Meet with municipal retiree board.	968.00	3.00	2,904.00	Billable
9/11/2014 192842	Kenneth T. Goldstein Amended Brief.	660.00	5.00	3,300.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
9/12/2014 192832	Kenneth T. Goldstein Filed paper copy of amended brief.	660.00	0.50	330.00	Billable
9/12/2014 192841	Kenneth T. Goldstein Motion and sub section for amended brief.	660.00	5.00	3,300.00	Billable
9/15/2014 193012	Clinton A. Krislov Field calls. Work on Injunction motion.	968.00	4.00	3,872.00	Billable
9/15/2014 192840	Kenneth T. Goldstein Motion for Preliminary Injunction.	660.00	5.00	3,300.00	Billable
9/16/2014 192838	Kenneth T. Goldstein Draft reply re amended brief.	660.00	1.00	660.00	Billable
9/16/2014 192839	Kenneth T. Goldstein Motion for Preliminary Injunction.	660.00	5.00	3,300.00	Billable
9/17/2014 192837	Kenneth T. Goldstein Draft reply re amended brief.	660.00	2.00	1,320.00	Billable
9/17/2014 192836	Kenneth T. Goldstein Motion for Preliminary Injunction.	660.00	6.00	3,960.00	Billable
9/17/2014 192835	Kenneth T. Goldstein Motion for Preliminary Injunction.	660.00	6.00	3,960.00	Billable
9/18/2014 192833	Kenneth T. Goldstein Edits to Preliminary Injunction and case law from Attorney Krislov.	660.00	8.00	5,280.00	Billable
9/19/2014 193211	Clinton A. Krislov Call with Attorney Ken Goldstein. Work on Stay.	968.00	2.00	1,936.00	Billable
9/19/2014 192834	Kenneth T. Goldstein Draft Motion for Preliminary Injunction.	660.00	5.00	3,300.00	Billable
9/22/2014 192831	Kenneth T. Goldstein Motion for Preliminary Injunction.	660.00	8.00	5,280.00	Billable
9/23/2014 193214	Clinton A. Krislov Work on stay motion to 7th Circuit.	968.00	4.00	3,872.00	Billable
9/23/2014 192830	Kenneth T. Goldstein Draft and file motion for Preliminary Injunction.	660.00	8.00	5,280.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
9/25/2014 192824	Kenneth T. Goldstein Saved order and emails.	660.00	0.50	330.00	Billable
9/29/2014 202848	Clinton A. Krislov Study City opposition to stay; work on our reply in support of stay/injunction.	968.00	3.00	2,904.00	Billable
9/29/2014 192819	Kenneth T. Goldstein Reply Brief and edits.	660.00	7.00	4,620.00	Billable
9/29/2014 193084	Michalene J. McElligott Updates to database; email contacts; email to/from retirees.	220.00	0.50	110.00	Billable
9/30/2014 193219	Clinton A. Krislov Finalize work on Reply/SO injunction. Court issues order denying stay.	968.00	5.00	4,840.00	Billable
9/30/2014 192818	Kenneth T. Goldstein Reply Brief. Emails from class. Confer with Attorney Krislov.	660.00	4.00	2,640.00	Billable
10/1/2014 193222	Clinton A. Krislov Research procedure for motion to refer/certify question to Illinois Supreme Court.	968.00	2.00	1,936.00	Billable
10/1/2014 194442	Kenneth T. Goldstein Motion to Certify question.	660.00	4.00	2,640.00	Billable
10/2/2014 193223	Clinton A. Krislov Conference with Attorney Ken Goldstein re certifying question to IL Supreme Court.	968.00	0.50	484.00	Billable
10/7/2014 193239	Clinton A. Krislov Prepare for meeting with FOP Board.	968.00	2.00	1,936.00	Billable
10/10/2014 194445	Kenneth T. Goldstein Motion to Certify. Question to IL Supreme Ct.	660.00	4.00	2,640.00	Billable
10/13/2014 202849	Clinton A. Krislov Work on 7th Circuit Motion to Certify Questions.	968.00	3.00	2,904.00	Billable
10/13/2014 194446	Kenneth T. Goldstein Motion for certified question.	660.00	8.00	5,280.00	Billable
10/14/2014 202850	Clinton A. Krislov Research Matthews case status at Ill. Sup. Ct.; revisions to motion to 7th Circuit to refer issue to Ill. Sup. Ct.	968.00	2.50	2,420.00	Billable
10/14/2014 194447	Kenneth T. Goldstein Motion for refer question to Illinois Supreme Court.	660.00	10.00	6,600.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
10/15/2014 193254	Clinton A. Krislov Prepare for a meeting with Retired Police at Biagios. Work on revisions to Motion to Certify Questions to 7th Circuit.	968.00	3.00	2,904.00	Billable
10/16/2014 193260	Clinton A. Krislov 7th Circuit denies our motion to refer question. Conference with Attorney Ken Goldstein re our planned motion for reconsideration stay.	968.00	0.20	193.60	Billable
10/16/2014 194448	Kenneth T. Goldstein Motion for referral denied.	660.00	0.20	132.00	Billable
10/18/2014 193208	Clinton A. Krislov Work on stay motion. Search Korshak, RCPA and Jacobson files.	968.00	16.00	15,488.00	Billable
10/22/2014 193285	Clinton A. Krislov Receive and begin review of City's Response Brief.	968.00	1.50	1,452.00	Billable
10/23/2014 193286	Clinton A. Krislov Review City's Brief. Confer with Attorney Ken Goldstein. Work on Reply.	968.00	3.00	2,904.00	Billable
10/23/2014 194450	Kenneth T. Goldstein Review Defendant's response brief.	660.00	3.00	1,980.00	Billable
10/24/2014 193292	Clinton A. Krislov Work on Reply Brief with Attorney Ken Goldstein.	968.00	6.00	5,808.00	Billable
10/24/2014 194449	Kenneth T. Goldstein Review Defendant's response brief. Outline reply.	660.00	4.00	2,640.00	Billable
10/27/2014 194451	Kenneth T. Goldstein Schedule Petition. Confer with Clint Krislov.	660.00	0.50	330.00	Billable
10/27/2014 194452	Kenneth T. Goldstein 7th Circuit Brief.	660.00	5.00	3,300.00	Billable
10/28/2014 194453	Kenneth T. Goldstein 7th Circuit Brief.	660.00	5.00	3,300.00	Billable
10/29/2014 193301	Clinton A. Krislov Working on Reply Brief.	968.00	5.00	4,840.00	Billable
10/29/2014 194454	Kenneth T. Goldstein 7th Circuit Brief.	660.00	4.00	2,640.00	Billable
10/30/2014 194455	Kenneth T. Goldstein 7th Circuit Brief.	660.00	4.00	2,640.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
10/31/2014 194456	Kenneth T. Goldstein 7th Circuit Brief.	660.00	4.00	2,640.00	Billable
11/4/2014 193578	Kenneth T. Goldstein Reply Brief.	660.00	4.00	2,640.00	Billable
11/5/2014 193311	Clinton A. Krislov Work on Reply Brief.	968.00	3.50	3,388.00	Billable
11/5/2014 193579	Kenneth T. Goldstein File extension of time and work on Reply Brief.	660.00	5.00	3,300.00	Billable
11/6/2014 193580	Kenneth T. Goldstein Disclosure statements. Oral argument. Notice. Work on Brief.	660.00	4.00	2,640.00	Billable
11/9/2014 193320	Clinton A. Krislov Work on Reply Brief.	968.00	5.00	4,840.00	Billable
11/10/2014 193321	Clinton A. Krislov Work on Reply Brief.	968.00	5.50	5,324.00	Billable
11/10/2014 193581	Kenneth T. Goldstein Draft Reply Brief.	660.00	4.00	2,640.00	Billable
11/11/2014 193325	Clinton A. Krislov Work on Reply Brief. Research proper way to raise affirmative defenses.	968.00	5.50	5,324.00	Billable
11/11/2014 193582	Kenneth T. Goldstein Draft Reply Brief.	660.00	4.00	2,640.00	Billable
11/13/2014 193330	Clinton A. Krislov Work on 7th Circuit Reply Brief.	968.00	7.00	6,776.00	Billable
11/13/2014 193583	Kenneth T. Goldstein Draft Reply Brief. Edits.	660.00	8.00	5,280.00	Billable
11/14/2014 193331	Clinton A. Krislov Work on 7th Circuit Reply Brief.	968.00	8.00	7,744.00	Billable
11/14/2014 193572	Kenneth T. Goldstein Edit and File Brief.	660.00	10.00	6,600.00	Billable
11/16/2014 193334	Clinton A. Krislov RCPA meeting informing members on the case.	968.00	2.00	1,936.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
12/5/2014 193941	Kenneth T. Goldstein Documents for Clint Krislov.	660.00	2.50	1,650.00	Billable
12/8/2014 193939	Kenneth T. Goldstein Prepare for argument.	660.00	2.00	1,320.00	Billable
12/9/2014 193940	Kenneth T. Goldstein Review briefs and confer with Clint Krislov.	660.00	5.00	3,300.00	Billable
12/10/2014 193780	Clinton A. Krislov Prepare for, argument before 7th Circuit and debrief with clients. Begin work on supplemental post hearing brief.	968.00	10.50	10,164.00	Billable
12/10/2014 193942	Kenneth T. Goldstein Oral argument. Meeting.	660.00	5.00	3,300.00	Billable
12/11/2014 193782	Clinton A. Krislov Work on supplemental brief.	968.00	3.50	3,388.00	Billable
12/11/2014 193943	Kenneth T. Goldstein Listen to oral argument. Notes. Outline and research.	660.00	5.00	3,300.00	Billable
12/12/2014 193944	Kenneth T. Goldstein Supplemental Brief re jurisdiction.	660.00	5.00	3,300.00	Billable
12/13/2014 193787	Clinton A. Krislov Work on Supplemental Memo.	968.00	3.00	2,904.00	Billable
12/13/2014 193945	Kenneth T. Goldstein Supplemental Brief research and miscellaneous.	660.00	5.00	3,300.00	Billable
12/14/2014 193789	Clinton A. Krislov Work on Supplemental Post Hearing Brief.	968.00	4.00	3,872.00	Billable
12/15/2014 193946	Kenneth T. Goldstein Supplemental Brief.	660.00	10.00	6,600.00	Billable
12/16/2014 193795	Clinton A. Krislov Work on Supplemental Post argument brief.	968.00	5.00	4,840.00	Billable
12/16/2014 193947	Kenneth T. Goldstein Supplemental Brief.	660.00	10.00	6,600.00	Billable
12/17/2014 193798	Clinton A. Krislov Work on supplemental post argument brief re Matthews & MG Polymer with recommendation to remand case or certify issues to Ill. Sup. Ct.	968.00	3.50	3,388.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
12/17/2014 193948	Kenneth T. Goldstein Edits and file Supplemental Brief.	660.00	10.00	6,600.00	Billable
1/26/2015 194652	Clinton A. Krislov Study U.S. Supreme Court ruling remanding MG Polymers rejecting 6th Circuit's Yard Man Standard. Study City letter to 7th Circuit. Begin draft of Response.	968.00	3.00	2,904.00	Billable
1/26/2015 194552	Kenneth T. Goldstein M & G Polymers case and letter.	660.00	1.50	990.00	Billable
1/28/2015 194658	Clinton A. Krislov Work on response to City letter re MG Polymers.	968.00	2.00	1,936.00	Billable
1/28/2015 194551	Kenneth T. Goldstein 28(J) Letter.	660.00	1.00	660.00	Billable
1/29/2015 194661	Clinton A. Krislov Work on and finalize 25j letter to court.	968.00	0.50	484.00	Billable
1/29/2015 194550	Kenneth T. Goldstein 28 (J). Edits to file.	660.00	0.50	330.00	Billable
2/26/2015 194857	Clinton A. Krislov Begin preparation work for return to State Court.	968.00	3.00	2,904.00	Billable
2/27/2015 194862	Clinton A. Krislov Long form communication with class members.	968.00	3.00	2,904.00	Billable
3/11/2015 195041	Kenneth T. Goldstein Miscellaneous class member calls.	660.00	1.00	660.00	Billable
3/11/2015 195042	Kenneth T. Goldstein Review S.Ct. Briefs in Cola case.	660.00	3.00	1,980.00	Billable
3/13/2015 195033	Kenneth T. Goldstein Calls re court reporter and preparation for Monday hearing.	660.00	1.00	660.00	Billable
4/9/2015 195629	Clinton A. Krislov Reinstatement motion.	968.00	0.30	290.40	Billable
4/10/2015 195637	Clinton A. Krislov Review reinstatement motion.	968.00	1.00	968.00	Billable
4/14/2015 195645	Clinton A. Krislov Retiree update.	968.00	1.00	968.00	Billable

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Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
4/23/2015 195296	Kenneth T. Goldstein Underwood. Service of process at sheriff's office.	660.00	1.00	660.00	Billable
4/30/2015 195884	Clinton A. Krislov Call to inquire about City's intentions; Mike Leyden says City will move to strike Garcia; confer with Attorney Goldstein, he will cover hearing.	968.00	1.00	968.00	Billable
4/30/2015 196024	Kenneth T. Goldstein Prepare for and attend reinstatement hearing.	660.00	1.50	990.00	Billable
5/1/2015 195688	Clinton A. Krislov Now before Valderrama; service issues with uncooperative pension fund trustees.	968.00	1.50	1,452.00	Billable
5/1/2015 196021	Kenneth T. Goldstein Emails re: service and caption.	660.00	0.30	198.00	Billable
5/1/2015 196023	Kenneth T. Goldstein Reset Reinstatement hearing date.	660.00	0.50	330.00	Billable
5/7/2015 196008	Kenneth T. Goldstein Motion re: substitution of judge.	660.00	0.50	330.00	Billable
5/8/2015 196002	Kenneth T. Goldstein Prepare for and attend status hearing.	660.00	1.00	660.00	Billable
5/11/2015 196049	Kenneth T. Goldstein Refile motion for reinstatement.	660.00	0.50	330.00	Billable
5/19/2015 196066	Kenneth T. Goldstein Status hearing.	660.00	1.00	660.00	Billable
6/8/2015 196327	Clinton A. Krislov Underwood. Call from Police Fund attorney re Fund's position on our complaint. Discuss possible positions and encourage fund to come out on our side, or put it to a vote, which may deadlock 4-4. Funds' trustee composition.	968.00	3.00	2,904.00	Billable
6/9/2015 196110	Kenneth T. Goldstein Edits to Retiree Update email.	660.00	0.30	198.00	Billable
6/17/2015 196131	Kenneth T. Goldstein Prepare for and attend retiree luncheon; provide update, strategy going forward, things to do, and answer questions.	660.00	5.00	3,300.00	Billable
6/24/2015 196151	Kenneth T. Goldstein Read defendants' motion to dismiss.	660.00	1.50	990.00	Billable

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Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
6/29/2015 196194	Kenneth T. Goldstein Attend status hearing.	660.00	1.00	660.00	Billable
7/2/2015 196180	Kenneth T. Goldstein Retiree update.	660.00	0.50	330.00	Billable
7/7/2015 196173	Kenneth T. Goldstein Work on response to City's motion to dismiss.	660.00	2.00	1,320.00	Billable
7/10/2015 196160	Kenneth T. Goldstein Review retiree updates.	660.00	0.20	132.00	Billable
7/13/2015 196226	Kenneth T. Goldstein Motion to dismiss.	660.00	2.00	1,320.00	Billable
7/14/2015 196223	Kenneth T. Goldstein Motion to dismiss.	660.00	2.00	1,320.00	Billable
7/16/2015 196212	Kenneth T. Goldstein Conversation with plaintiff and email re: withdraw.	660.00	0.70	462.00	Billable
8/6/2015 196662	Kenneth T. Goldstein Read defendants' motions to dismiss.	660.00	4.00	2,640.00	Billable
8/7/2015 196658	Kenneth T. Goldstein Review motion to dismiss.	660.00	4.00	2,640.00	Billable
8/13/2015 196649	Kenneth T. Goldstein Docketing statement.	660.00	2.50	1,650.00	Billable
8/14/2015 196765	Clinton A. Krislov Work on Response in Opposition to Motion to Dismiss. Call with Rich Prendergast re their desire to extend briefing.	968.00	4.00	3,872.00	Billable
8/18/2015 196773	Clinton A. Krislov Review and file memo in support of D. Minn centralization.	968.00	4.00	3,872.00	Billable
8/21/2015 196624	Kenneth T. Goldstein Case Management hearing.	660.00	0.70	462.00	Billable
8/22/2015 196645	Clinton A. Krislov Work on opposition to City Funds' motion to dismiss.	968.00	4.00	3,872.00	Billable
8/27/2015 196696	Clinton A. Krislov Work on our opposition to motions to dismiss. Call with Prendergast re scheduling.	968.00	8.00	7,744.00	Billable

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Retiree Health: Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total Billable
8/28/2015 196699	Clinton A. Krislov Work on opposition to motion to dismiss.	968.00	5.00	4,840.00	Billable
8/31/2015 196702	Clinton A. Krislov Work on opposition to motions to dismiss.	968.00	6.50	6,292.00	Billable
9/1/2015 196718	Clinton A. Krislov Work on brief in opposition to City and Funds' motions to dismiss.	968.00	6.00	5,808.00	Billable
9/2/2015 196736	Clinton A. Krislov Work on brief in opposition to motion to dismiss.	968.00	6.00	5,808.00	Billable
9/3/2015 196602	Clinton A. Krislov Work on opposition to City Fund's motion to dismiss.	968.00	7.00	6,776.00	Billable
9/7/2015 196612	Clinton A. Krislov Work on Memo in Opposition to C/F Motion to Dismiss and our pursuit of Summary Judgment.	968.00	5.00	4,840.00	Billable
9/8/2015 196613	Clinton A. Krislov Revisions to our memo in opposition to motion to dismiss and in support of Summary Judgment.	968.00	9.00	8,712.00	Billable
9/9/2015 196617	Clinton A. Krislov Revisions, finalize and file our Memo in Opposition to Motion to Dismiss in support of Partial Summary Judgment.	968.00	9.00	8,712.00	Billable
9/12/2015 196781	Clinton A. Krislov Retiree contacts coming. City has issued notices of new rates with election required by 10/6. Begin work on class cert and preliminary injunction motions.	968.00	5.00	4,840.00	Billable
9/13/2015 196782	Clinton A. Krislov Work on emergency motions for class cert and preliminary injunction.	968.00	4.00	3,872.00	Billable
9/14/2015 196783	Clinton A. Krislov Receive and analyze new rates. Work on Emergency motion for preliminary injunction and class cert.	968.00	5.00	4,840.00	Billable
9/15/2015 196787	Clinton A. Krislov Work on emergency motion for injunction and class cert.	968.00	6.00	5,808.00	Billable
9/16/2015 197142	Clinton A. Krislov Receive and review City's communication to retirees regarding 2016 premiums and coverage; analyze submissions from retirees.	968.00	2.00	1,936.00	Billable
9/17/2015 197148	Clinton A. Krislov Work on Emergency Protection Motion; plus reviewing participants' statements.	968.00	3.00	2,904.00	Billable

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Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
9/18/2015 197155	Clinton A. Krislov Email City to extend election date and funds about what they are doing to protect annuitants of other plans.	968.00	2.00	1,936.00	Billable
9/21/2015 197163	Clinton A. Krislov Finalize and file our motion to supplement exhibits (8, statutes; 18, McDonough and 19, Kordeck); scheduling issues; Extend 2 weeks for the election (Oct. 20); if they leave after elected must show proof of insurability. Funds - they view it as no such obligation; set forth in their motion to dismiss.	968.00	3.00	2,904.00	Billable
9/22/2015 197165	Clinton A. Krislov Call from Kugler; no objection to adding exhibits; spoke with J. Naber. More retiree submissions.	968.00	1.50	1,452.00	Billable
9/23/2015 197167	Clinton A. Krislov Reviewing more submissions from retirees.	968.00	1.00	968.00	Billable
9/24/2015 197168	Clinton A. Krislov Fielding inquiries from participants.	968.00	2.00	1,936.00	Billable
9/25/2015 197169	Clinton A. Krislov Work on preliminary injunction motion and supplemental exhibits.	968.00	5.00	4,840.00	Billable
9/28/2015 197172	Clinton A. Krislov Prepare for hearing on our motion to supplement exhibits; everyone OK on Exhibits 8A-E; fight over 18 & 19; they can address them in their replies in support of their motions to dismiss. Work on preliminary injunction and class certification.	968.00	8.00	7,744.00	Billable
9/29/2015 197174	Clinton A. Krislov Review additional submissions; Emmett O'Connell, Brandon Medow, Janiece Archer, Ralph Rhoden, Sheila Dixon, Frank Lowery, Gary Belak.	968.00	2.50	2,420.00	Billable
9/30/2015 197177	Clinton A. Krislov Work on Preliminary Injunction.	968.00	4.00	3,872.00	Billable
10/1/2015 197316	Clinton A. Krislov Work on revisions to and file preliminary injunction motion; finalize class certification motion and review retiree submission Kleidon.	968.00	6.00	5,808.00	Billable
10/2/2015 197319	Clinton A. Krislov Finalize class certification for filing.	968.00	3.00	2,904.00	Billable
10/5/2015 197323	Clinton A. Krislov Preparation for and attendance at hearing on our motion for preliminary injunction; Judge denies injunction in his view that he has the plenary power to restore participants in the event he denies dismissal.	968.00	6.00	5,808.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
10/13/2015 197330	Clinton A. Krislov Conference with K. Goldstein re: injunction; study PABF brief.	968.00	2.50	2,420.00	Billable
10/15/2015 197332	Clinton A. Krislov Call from RCPA re: newsletter and heavy discussion with H. Brown about trustees and their actions.	968.00	1.30	1,258.40	Billable
10/23/2015 197339	Clinton A. Krislov Work on presentation speech to retirees.	968.00	3.00	2,904.00	Billable
10/29/2015 197344	Clinton A. Krislov Working on healthcare coverage issues; prepare for argument on Monday.	968.00	6.00	5,808.00	Billable
10/30/2015 197347	Clinton A. Krislov Prepare for oral argument.	968.00	6.00	5,808.00	Billable
11/1/2015 197348	Clinton A. Krislov Prepare for argument on defendants' motions to dismiss.	968.00	6.00	5,808.00	Billable
11/2/2015 197350	Clinton A. Krislov Prepare for and attendance at hearing on Defendants' motions to dismiss.	968.00	5.00	4,840.00	Billable
11/3/2015 197353	Clinton A. Krislov Work on supplemental brief issues; Green 1988 opinion reversed that not vested; settled for just interim periods; revival.	968.00	1.00	968.00	Billable
11/16/2015 197247	Kenneth T. Goldstein Review oral argument transcript.	660.00	5.00	3,300.00	Billable
11/17/2015 197246	Kenneth T. Goldstein Review transcript related to post-argument brief.	660.00	5.00	3,300.00	Billable
11/18/2015 197245	Kenneth T. Goldstein Draft post-argument brief.	660.00	6.00	3,960.00	Billable
11/19/2015 197378	Clinton A. Krislov Revisions to supplemental brief.	968.00	6.00	5,808.00	Billable
11/19/2015 197244	Kenneth T. Goldstein Draft post-argument brief.	660.00	6.00	3,960.00	Billable
11/20/2015 197381	Clinton A. Krislov Work on post-hearing sur-reply.	968.00	4.00	3,872.00	Billable
11/20/2015 197243	Kenneth T. Goldstein Post argument brief edits and file.	660.00	5.00	3,300.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
12/3/2015 197388	Clinton A. Krislov Receive and review decision by Judge Cohen upholding complaint, denying dismissal of Count I for 1983 and 1985 statutes; invalidating const disclaimer language, dismissing Counts 2 (breach of contract) and 3 (estoppel) with leave to amend; work on preliminary injunction.	968.00	3.00	2,904.00	Billable
12/3/2015 197227	Kenneth T. Goldstein Review Judge Cohen's decision; confer with Attorney Krislov.	660.00	2.50	1,650.00	Billable
12/4/2015 197222	Kenneth T. Goldstein Calls from retirees.	660.00	0.50	330.00	Billable
12/5/2015 197391	Clinton A. Krislov Work on preliminary injunction motion.	968.00	4.50	4,356.00	Billable
12/6/2015 197226	Kenneth T. Goldstein Confer re: Judge's decision; review Preliminary Injunction.	660.00	1.50	990.00	Billable
12/7/2015 197393	Clinton A. Krislov Work on renewed motion for preliminary injunction.	968.00	3.00	2,904.00	Billable
12/8/2015 197394	Clinton A. Krislov Work on Preliminary Injunction motion, 2nd amendment.	968.00	6.00	5,808.00	Billable
12/15/2015 197398	Clinton A. Krislov Trip to Local 2 to explain case to firemen.	968.00	3.00	2,904.00	Billable
12/15/2015 197400	Clinton A. Krislov Evaluate city request for tax information from those who submitted statements.	968.00	1.00	968.00	Billable
12/15/2015 197399	Clinton A. Krislov Work on amended complaint.	968.00	2.00	1,936.00	Billable
12/16/2015 197401	Clinton A. Krislov Work on response to discovery demand for tax information.	968.00	1.00	968.00	Billable
12/16/2015 197402	Clinton A. Krislov Work on amended complaint.	968.00	1.50	1,452.00	Billable
12/17/2015 197405	Clinton A. Krislov Call from Prendergast offering to see if his client might permit terminations a limited time to get back into City plan.	968.00	0.75	726.00	Billable
12/18/2015 197410	Clinton A. Krislov Work on reply in support of preliminary injunction.	968.00	5.00	4,840.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
12/19/2015 197414	Clinton A. Krislov Work on Reply in support of preliminary injunction.	968.00	3.00	2,904.00	Billable
12/20/2015 197415	Clinton A. Krislov Work on Reply in support of preliminary injunction to preserve status quo and prevent 2016 increase in rate charged annuitants.	968.00	3.50	3,388.00	Billable
12/21/2015 197416	Clinton A. Krislov Work on Reply in support of preliminary injunction.	968.00	7.50	7,260.00	Billable
12/22/2015 197419	Clinton A. Krislov Prepare for argument on preliminary injunction motion.	968.00	7.00	6,776.00	Billable
12/22/2015 202951	Kenneth T. Goldstein Prepare for preliminary injunction hearing.	660.00	3.00	1,980.00	Billable
12/23/2015 197420	Clinton A. Krislov Final preparation and attendance at preliminary injunction hearing; take testimony of Alexandra Holt, Budget Director and Nancy Currier, Benefits Manager. Arguments; Judge denies motion. De-brief and plan next moves.	968.00	7.00	6,776.00	Billable
12/23/2015 202952	Kenneth T. Goldstein Attendance at preliminary injunction hearing.	660.00	7.00	4,620.00	Billable
12/24/2015 197815	Clinton A. Krislov Work on appeal of denial of preliminary injunction.	968.00	3.00	2,904.00	Billable
12/28/2015 197816	Clinton A. Krislov Work on appeal of denial of injunction; review Matthews arguments.	968.00	8.50	8,228.00	Billable
12/29/2015 197820	Clinton A. Krislov Work on appeal of denial of preliminary injunction.	968.00	6.00	5,808.00	Billable
12/30/2015 197822	Clinton A. Krislov Work on appeal brief and calls with Prendergast yesterday and today (12/30, 12/31). Call from R. Prendergast; filed under 303 rather than 307; should have been filed by 12/22. Clerk's office hasn't caught on brief not filed on time under 307; this time will correct. Current on has findings; suggests dismissing just one, wave any claim. Supercedes prior; won't assert it as a waiver. 6-month audit issue - prob handled by discussion. Some of your people can stay on at the increased rate or choose to get back in. [Excludes portion of time allocated to Korshak matter]	968.00	11.50	11,132.00	Billable
1/2/2016 197824	Clinton A. Krislov Work on appellate brief and response in opposition to motion to clarify and/or reconsider.	968.00	4.00	3,872.00	Billable
1/3/2016 197827	Clinton A. Krislov Work on response in opposition to defendants' motions to clarify and/or reconsider.	968.00	4.00	3,872.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
1/4/2016 197831	Clinton A. Krislov Work on amended complaint.	968.00	5.00	4,840.00	Billable
1/5/2016 197833	Clinton A. Krislov Work on third amended complaint.	968.00	8.00	7,744.00	Billable
1/6/2016 197835	Clinton A. Krislov Work on third amended complaint; contact from annuitant forced off plan about delay in effecting termination of charges; call with Dean AL to discuss A4S13 special legislation.	968.00	6.50	6,292.00	Billable
1/6/2016 199691	Kenneth T. Goldstein Edits to Third Amended Complaint.	660.00	4.00	2,640.00	Billable
1/6/2016 199693	Kenneth T. Goldstein Supplemental exhibits; emails re: const. w/Ann Louise and CAK.	660.00	1.00	660.00	Billable
1/6/2016 199694	Kenneth T. Goldstein Review transcript of 12/23/2016 hearing.	660.00	1.00	660.00	Billable
1/7/2016 197859	Clinton A. Krislov Research; focus on pre-1983 providing of healthcare as basis that 1983 statutes merely provided vehicle for funds to subsidize; work this into complaint.	968.00	5.00	4,840.00	Billable
1/7/2016 199697	Kenneth T. Goldstein Opposition to motion for clarification.	660.00	2.00	1,320.00	Billable
1/7/2016 199695	Kenneth T. Goldstein Response in opposition to motion for reconsideration.	660.00	2.00	1,320.00	Billable
1/8/2016 197862	Clinton A. Krislov Revisions to Third Amended Complaint.	968.00	5.00	4,840.00	Billable
1/8/2016 199698	Kenneth T. Goldstein Opposition to motion for reconsideration.	660.00	6.00	3,960.00	Billable
1/9/2016 197864	Clinton A. Krislov Revisions to Third Amended Complaint.	968.00	3.00	2,904.00	Billable
1/10/2016 197865	Clinton A. Krislov Revisions to our opposition to motions to clarify and or reconsider.	968.00	4.00	3,872.00	Billable
1/11/2016 197866	Clinton A. Krislov Work on finalizing Third Amended Complaint.	968.00	6.00	5,808.00	Billable
1/11/2016 199702	Kenneth T. Goldstein Status; notice of appeal calendar.	660.00	2.00	1,320.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
1/12/2016 197870	Clinton A. Krislov Work on Third Amended Complaint; calls from annuitants; raise issue regarding cut-off and start dates; attempts to cancel not being honored for up to 60 days.	968.00	4.50	4,356.00	Billable
1/12/2016 199703	Kenneth T. Goldstein Opposition to motion for reconsideration.	660.00	5.00	3,300.00	Billable
1/13/2016 197873	Clinton A. Krislov Finalize Third Amended Complaint with exhibits.	968.00	6.00	5,808.00	Billable
1/13/2016 199704	Kenneth T. Goldstein Opposition to motion for reconsideration; filed Third Amended Complaint.	660.00	5.00	3,300.00	Billable
1/14/2016 197878	Clinton A. Krislov Issues re: Record on Appeal.	968.00	0.20	193.60	Billable
1/14/2016 199705	Kenneth T. Goldstein Opposition to motion for reconsideration.	660.00	6.00	3,960.00	Billable
1/15/2016 197880	Clinton A. Krislov Revisions to opposition to City and Funds' motions to clarify and/or reconsider.	968.00	5.00	4,840.00	Billable
1/15/2016 199714	Kenneth T. Goldstein Appellate motion re: record and transfer.	660.00	1.00	660.00	Billable
1/15/2016 199706	Kenneth T. Goldstein Opposition to motion for reconsideration.	660.00	6.00	3,960.00	Billable
1/18/2016 197883	Clinton A. Krislov Work on Appellate Brief re: denial of preliminary injunction.	968.00	2.20	2,129.60	Billable
1/19/2016 197888	Clinton A. Krislov Work on Appellate Brief re: denial of preliminary injunction; finalize and file our opposition to City's and Funds' motions to clarify and/or reconsider.	968.00	6.00	5,808.00	Billable
1/19/2016 199718	Kenneth T. Goldstein Appellate motion re: transfer and call with Clerk/ email with B. Solomon.	660.00	1.50	990.00	Billable
1/19/2016 199716	Kenneth T. Goldstein Finish and file opposition to motion for clarification.	660.00	4.00	2,640.00	Billable
1/20/2016 197890	Clinton A. Krislov Work on Appellate Brief re: denial of preliminary injunction.	968.00	1.10	1,064.80	Billable
1/21/2016 197894	Clinton A. Krislov Work on Appellate Brief re: denial of preliminary injunction.	968.00	6.00	5,808.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
1/23/2016 197896	Clinton A. Krislov Work on Appellate Brief re: denial of preliminary injunction.	968.00	2.00	1,936.00	Billable
1/25/2016 197898	Clinton A. Krislov Work on Appellate Brief re: denial of preliminary injunction.	968.00	3.50	3,388.00	Billable
1/28/2016 197787	Kenneth T. Goldstein Prepare motion for extension of time to file record.	660.00	1.00	660.00	Billable
1/29/2016 197785	Kenneth T. Goldstein Review reply in support of motion for reconsideration and/or clarification.	660.00	1.00	660.00	Billable
2/2/2016 198016	Clinton A. Krislov Work on appellate brief for injunctions.	968.00	2.00	1,936.00	Billable
2/4/2016 198023	Clinton A. Krislov Review Index of Record on Appeal; work on Appellate brief re: preliminary injunction; coordinating record on appeal.	968.00	2.00	1,936.00	Billable
2/5/2016 197767	Kenneth T. Goldstein Read City and Funds' reconsideration briefs.	660.00	1.00	660.00	Billable
2/8/2016 198032	Clinton A. Krislov Call from Donham re: scheduling briefs; answer client questions.	968.00	1.30	1,258.40	Billable
2/8/2016 197764	Kenneth T. Goldstein Clerk status.	660.00	0.20	132.00	Billable
2/10/2016 197759	Kenneth T. Goldstein Call to Appellate Court re: Order and pending motion.	660.00	0.20	132.00	Billable
2/10/2016 197793	Kenneth T. Goldstein Appeal re: Record; scheduling re: orders on reconsideration and amended complaint.	660.00	0.50	330.00	Billable
2/11/2016 198044	Clinton A. Krislov Revisions to appellate brief; call with R. Prendergast.	968.00	2.50	2,420.00	Billable
2/11/2016 197778	Kenneth T. Goldstein File Record on Appeal; confer with Clerk of Court and CAK.	660.00	1.50	990.00	Billable
2/14/2016 198054	Clinton A. Krislov Work on appellate brief re: preliminary injunction.	968.00	3.00	2,904.00	Billable
2/16/2016 198059	Clinton A. Krislov Work on record and appellate brief.	968.00	3.50	3,388.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
2/18/2016 198061	Clinton A. Krislov Work on appellate brief.	968.00	4.00	3,872.00	Billable
2/22/2016 198064	Clinton A. Krislov Work on our opposition to Defendants' motions to clarify or reconsider.	968.00	3.50	3,388.00	Billable
2/22/2016 202953	Kenneth T. Goldstein Attorney lien letters.	660.00	2.00	1,320.00	Billable
2/23/2016 198066	Clinton A. Krislov Work on appellate brief on preliminary injunction; send over attorney lien letter to all defendants.	968.00	2.20	2,129.60	Billable
2/24/2016 198071	Clinton A. Krislov Work on brief.	968.00	2.20	2,129.60	Billable
2/26/2016 198080	Clinton A. Krislov Question from class members.	968.00	1.00	968.00	Billable
2/29/2016 198085	Clinton A. Krislov Work on our opening appellate brief for injunction.	968.00	5.50	5,324.00	Billable
2/29/2016 197994	Matthew J. Peterson Research effect of statutes.	300.00	4.00	1,200.00	Billable
3/1/2016 197993	Matthew J. Peterson Research statutes.	300.00	5.80	1,740.00	Billable
3/2/2016 197911	Matthew J. Peterson Research effect of unconstitutional amended statute.	300.00	1.80	540.00	Billable
3/7/2016 198088	Clinton A. Krislov Work on preliminary injunction brief; R. Prendergast calls to see if we're interested in talking settlement. Sure, re-send my December email to him and wait for response.	968.00	5.50	5,324.00	Billable
3/8/2016 198090	Clinton A. Krislov Call from R. Prendergast; Patton will get back to him; R. Prendergast would like ten more days extension to file answer or respond to our complaint.	968.00	1.50	1,452.00	Billable
3/11/2016 198094	Clinton A. Krislov Negotiate meeting with Patton (1); work on finalizing and filing appellate preliminary injunction brief (3).	968.00	4.00	3,872.00	Billable
3/15/2016 198099	Clinton A. Krislov Finalize motions for summary judgment and to correct and/or vacate March 4th Order.	968.00	6.00	5,808.00	Billable

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Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
3/16/2016 198100	Clinton A. Krislov Finalize work on Summary Judgment motion for filing; conference re: 302 Motion for Direct Appeal.	968.00	3.00	2,904.00	Billable
3/17/2016 198104	Clinton A. Krislov Receive and review LABF motion to dismiss Third Amended Complaint.	968.00	0.50	484.00	Billable
3/18/2016 198106	Clinton A. Krislov Review Laborers' motion to dismiss Third Amended Complaint; prepare for hearing before Judge Cohen for status.	968.00	2.50	2,420.00	Billable
3/21/2016 198255	Clinton A. Krislov Respond to retiree inquiry about Police Fund position.	968.00	0.75	726.00	Billable
3/21/2016 198254	Clinton A. Krislov Direct Appeal; work on petition.	968.00	1.50	1,452.00	Billable
3/21/2016 198256	Clinton A. Krislov Receive and review City's motion to dismiss.	968.00	2.00	1,936.00	Billable
3/21/2016 198579	Kenneth T. Goldstein Petition for Direct Appeal.	660.00	3.00	1,980.00	Billable
3/22/2016 198290	Clinton A. Krislov City files its Motion to Dismiss Third Amended Complaint; review.	968.00	2.00	1,936.00	Billable
3/22/2016 198581	Kenneth T. Goldstein Defendants' motions to dismiss.	660.00	2.00	1,320.00	Billable
3/23/2016 198586	Kenneth T. Goldstein See defendants' motions to dismiss.	660.00	1.50	990.00	Billable
3/23/2016 198588	Kenneth T. Goldstein Draft Petition for Direct Appeal and edits.	660.00	3.00	1,980.00	Billable
3/24/2016 198591	Kenneth T. Goldstein Petition for Direct Appeal.	660.00	3.00	1,980.00	Billable
3/28/2016 198295	Clinton A. Krislov Work on opposition to Defendants' motions to dismiss third amended complaint.	968.00	5.00	4,840.00	Billable
3/29/2016 198488	Kenneth T. Goldstein Status hearing.	660.00	1.00	660.00	Billable
4/1/2016 198303	Clinton A. Krislov Work on response in opposition to motions to dismiss.	968.00	2.00	1,936.00	Billable

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Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
4/3/2016 198307	Clinton A. Krislov Work on opposition to motions to dismiss third amended complaint.	968.00	2.50	2,420.00	Billable
4/4/2016 198309	Clinton A. Krislov Work on our opposition to motions to dismiss our third amended complaint.	968.00	3.00	2,904.00	Billable
4/4/2016 198482	Kenneth T. Goldstein Draft 302(b) petition.	660.00	5.00	3,300.00	Billable
4/5/2016 198313	Clinton A. Krislov Work on opposition to motions to dismiss third amended complaint; work on 302 motion for direct appeal.	968.00	3.00	2,904.00	Billable
4/5/2016 198479	Kenneth T. Goldstein Draft 302(b) petition.	660.00	5.00	3,300.00	Billable
4/6/2016 198477	Kenneth T. Goldstein Draft 302(b) petition.	660.00	4.00	2,640.00	Billable
4/7/2016 198473	Kenneth T. Goldstein 302(b) draft.	660.00	5.00	3,300.00	Billable
4/8/2016 198469	Kenneth T. Goldstein Edits to 302(b) petition.	660.00	2.00	1,320.00	Billable
4/10/2016 198322	Clinton A. Krislov Work on opposition to motions to dismiss.	968.00	2.50	2,420.00	Billable
4/11/2016 198211	Kenneth T. Goldstein Draft 302(b) motion.	660.00	5.00	3,300.00	Billable
4/12/2016 198328	Clinton A. Krislov Work on opposition to motions to dismiss.	968.00	2.50	2,420.00	Billable
4/12/2016 198210	Kenneth T. Goldstein Draft 302(b) motion.	660.00	3.00	1,980.00	Billable
4/13/2016 198208	Kenneth T. Goldstein Draft 302(b) motion.	660.00	3.00	1,980.00	Billable
4/14/2016 198204	Kenneth T. Goldstein Edits to 302(b) brief.	660.00	3.00	1,980.00	Billable
4/15/2016 198335	Clinton A. Krislov Study City's appellate brief in opposition to Preliminary Injunction.	968.00	3.00	2,904.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
4/15/2016 198200	Kenneth T. Goldstein Work on 302(b) brief.	660.00	6.00	3,960.00	Billable
4/15/2016 198201	Kenneth T. Goldstein See Response brief.	660.00	1.00	660.00	Billable
4/16/2016 198199	Kenneth T. Goldstein Read City's response brief.	660.00	2.00	1,320.00	Billable
4/17/2016 198342	Clinton A. Krislov Review and revisions to 302 petition to Ill. Sup. Ct.	968.00	3.00	2,904.00	Billable
4/18/2016 198344	Clinton A. Krislov Work on 302 petition; finalize and file with Ill. Sup. Ct.; work on appellate reply re: preliminary injunction.	968.00	4.00	3,872.00	Billable
4/19/2016 198349	Clinton A. Krislov Calls with Ill. Sup. Ct. clerk re: 302 petition; draft reply appellate brief on preliminary injunction.	968.00	5.00	4,840.00	Billable
4/20/2016 198352	Clinton A. Krislov Work on appellate reply brief re: preliminary injunction.	968.00	2.00	1,936.00	Billable
4/20/2016 198191	Kenneth T. Goldstein Miscellaneous issues with filing.	660.00	0.20	132.00	Billable
4/21/2016 198355	Clinton A. Krislov Meeting with 18th District retirees group.	968.00	2.00	1,936.00	Billable
4/21/2016 198356	Clinton A. Krislov Work on appellate reply brief in support of preliminary injunction.	968.00	3.00	2,904.00	Billable
4/21/2016 198189	Kenneth T. Goldstein Edits to Reply brief.	660.00	4.00	2,640.00	Billable
4/23/2016 198182	Kenneth T. Goldstein Edits to Appellate Reply Brief; proof.	660.00	2.00	1,320.00	Billable
4/27/2016 198424	Kenneth T. Goldstein Emails and calls re: panel at appellate court.	660.00	0.20	132.00	Billable
5/4/2016 198372	Clinton A. Krislov Prendergast needs more time; non-oppose.	968.00	0.50	484.00	Billable
5/5/2016 198374	Clinton A. Krislov Receive, review and report on Ill. Sup. Ct. Matthews decision.	968.00	2.50	2,420.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
5/5/2016 198437	Kenneth T. Goldstein Miscellaneous orders; scheduling issues.	660.00	0.20	132.00	Billable
5/5/2016 198435	Kenneth T. Goldstein See III. Sup. Ct. Matthews decision.	660.00	1.00	660.00	Billable
5/6/2016 198440	Kenneth T. Goldstein Read Matthews decision.	660.00	1.00	660.00	Billable
5/9/2016 198442	Kenneth T. Goldstein Rules re: reply to III. Supreme Court.	660.00	0.50	330.00	Billable
5/10/2016 198379	Clinton A. Krislov Receive and study City's appellate brief. Call from Prendergast about clerk status. Call clerk and rest to Thursday at 9:30; we need time to address Matthews in their brief. Receive, review and work on reply to City's circuit court filing.	968.00	5.00	4,840.00	Billable
5/10/2016 198445	Kenneth T. Goldstein Read defendant's III. Sup. Ct. brief.	660.00	1.00	660.00	Billable
5/11/2016 198450	Kenneth T. Goldstein Read defendant's brief,	660.00	1.00	660.00	Billable
5/12/2016 198455	Kenneth T. Goldstein Attend status hearing.	660.00	1.50	990.00	Billable
5/12/2016 198456	Kenneth T. Goldstein Motion for leave to file reply in III. Sup. Ct.	660.00	1.00	660.00	Billable
5/18/2016 198462	Kenneth T. Goldstein Edits to settlement demand.	660.00	0.30	198.00	Billable
5/18/2016 198464	Kenneth T. Goldstein Motion for additional time; edits to brief.	660.00	2.00	1,320.00	Billable
5/19/2016 198466	Kenneth T. Goldstein Edits to reply brief.	660.00	3.00	1,980.00	Billable
5/20/2016 198468	Kenneth T. Goldstein Edits to reply brief; list re: injunctions.	660.00	4.50	2,970.00	Billable
5/23/2016 198506	Kenneth T. Goldstein Edits to brief.	660.00	2.00	1,320.00	Billable
5/24/2016 198655	Clinton A. Krislov Work on Supplemental Reply Brief in Support of Matthews; finalize and file.	968.00	6.00	5,808.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
5/24/2016 198508	Kenneth T. Goldstein Edits to reply brief.	660.00	3.00	1,980.00	Billable
5/31/2016 198512	Kenneth T. Goldstein Clerk status.	660.00	0.70	462.00	Billable
6/1/2016 198963	Clinton A. Krislov Questions from participants.	968.00	0.50	484.00	Billable
6/6/2016 202749	Clinton A. Krislov FOIA request to trustees for communications with City regarding tax levy and derivative demand for action to pursue city on subsidies.	968.00	1.50	1,452.00	Billable
6/9/2016 198969	Clinton A. Krislov Argument moved by Court to July 6.	968.00	0.10	96.80	Billable
6/10/2016 198625	Kenneth T. Goldstein Scheduling re: argument.	660.00	0.20	132.00	Billable
6/15/2016 198976	Clinton A. Krislov Read City's appellate motion to cite Matthews; work on response.	968.00	3.00	2,904.00	Billable
6/15/2016 198636	Kenneth T. Goldstein City's supplemental authority.	660.00	0.30	198.00	Billable
7/1/2016 198673	Matthew J. Peterson Review Police handbook.	300.00	1.00	300.00	Billable
7/1/2016 198674	Matthew J. Peterson File motion for leave to file and to submit supplemental authority at Appellate court.	300.00	0.50	150.00	Billable
7/6/2016 198994	Clinton A. Krislov Research re: form necessary to satisfy statute of frauds.	968.00	2.00	1,936.00	Billable
7/6/2016 198859	Matthew J. Peterson Research Statute of Frauds.	300.00	0.80	240.00	Billable
7/11/2016 198997	Clinton A. Krislov Work on motion to consolidate and expedite two appeals.	968.00	3.00	2,904.00	Billable
7/21/2016 199015	Clinton A. Krislov Receive and review Judge Cohen's July 21st ruling; send to clients with explanation; begin work on proceeding ahead at next hearing.	968.00	3.00	2,904.00	Billable
7/25/2016 199018	Clinton A. Krislov Work on motion for 304a findings.	968.00	5.00	4,840.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
7/26/2016 199020	Clinton A. Krislov Work on 304a findings, etc.; call with R. Prendergast.	968.00	3.50	3,388.00	Billable
7/29/2016 199028	Clinton A. Krislov Scheduling issues for emergency motion; update participants.	968.00	1.75	1,694.00	Billable
8/2/2016 199037	Clinton A. Krislov Conference call with Kugler and K. Goldstein.	968.00	0.50	484.00	Billable
8/3/2016 198944	Kenneth T. Goldstein Scheduling issues and calls.	660.00	1.00	660.00	Billable
8/8/2016 199050	Clinton A. Krislov Prepare for hearing on our motion to correct, reconsider and for findings.	968.00	2.50	2,420.00	Billable
8/8/2016 198954	Kenneth T. Goldstein Prepare for hearing; review pleadings.	660.00	2.00	1,320.00	Billable
8/9/2016 199052	Clinton A. Krislov Prepare for and attend hearing on our emergency motion to reconsider, make findings and for injunction.	968.00	5.00	4,840.00	Billable
8/9/2016 198956	Kenneth T. Goldstein Attend hearing; appeal research.	660.00	8.00	5,280.00	Billable
8/10/2016 199054	Clinton A. Krislov Inquiries from retirees.	968.00	0.50	484.00	Billable
8/12/2016 199059	Clinton A. Krislov Issues re: City's notification to retirees that healthcare being cut-off; impact of reinstatement period.	968.00	1.50	1,452.00	Billable
8/14/2016 199060	Clinton A. Krislov Study Ill. Judicial Code and Cases re: recusal for family member as material witness since Sher's view on City's settlement intent re: revival of claims has become material, due to his entertaining statute of limitations.	968.00	3.00	2,904.00	Billable
8/15/2016 199065	Clinton A. Krislov Calls from annuitants; research and recusal requirement where spouse is material witness; work on Judge recusal motion.	968.00	2.00	1,936.00	Billable
8/16/2016 198960	Kenneth T. Goldstein Retiree calls.	660.00	0.50	330.00	Billable
8/16/2016 198958	Kenneth T. Goldstein Research re: appeals and draft recusal motion; research Rule 63 and substitution of judge.	660.00	7.00	4,620.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
8/18/2016 199073	Clinton A. Krislov Study 8/9 transcript; call RP second time for meeting date.	968.00	3.00	2,904.00	Billable
8/22/2016 199506	Clinton A. Krislov Revisions to Motion to Recuse Judge; field calls from retirees.	968.00	3.20	3,097.60	Billable
8/23/2016 199509	Clinton A. Krislov Review Crain's piece by Mayor Emanuel "How We Reined in Retiree Healthcare; Draft response letter; field retiree calls.	968.00	0.20	193.60	Billable
8/24/2016 199513	Clinton A. Krislov Work on scheduling required conference; work on motion to recuse.	968.00	1.20	1,161.60	Billable
8/24/2016 199139	Kenneth T. Goldstein Motion to Recuse.	660.00	2.00	1,320.00	Billable
8/25/2016 199516	Clinton A. Krislov Calls w/R.P. re: scheduling negotiations and conference re: what City is actually willing to do for Subclasses 1 and 2; prepare analysis of financials and letter.	968.00	1.20	1,161.60	Billable
8/25/2016 199141	Kenneth T. Goldstein Draft and edit motion to recuse; edits to response to Crain's.	660.00	2.00	1,320.00	Billable
8/26/2016 199520	Clinton A. Krislov Call with J. Naber; conference with K. Goldstein; research 304(a) application	968.00	2.30	2,226.40	Billable
8/26/2016 199142	Kenneth T. Goldstein Draft and edits to motion to recuse.	660.00	2.00	1,320.00	Billable
8/28/2016 199526	Clinton A. Krislov Revisions to Motion to Recuse.	968.00	2.00	1,936.00	Billable
8/29/2016 199529	Clinton A. Krislov Work through 304(a) issues; prepare for and meeting with City over Korshak and Window retirees.	968.00	3.50	3,388.00	Billable
8/29/2016 199113	Kenneth T. Goldstein Meeting with City.	660.00	2.50	1,650.00	Billable
8/29/2016 199112	Kenneth T. Goldstein Draft and edits to motion to recuse.	660.00	3.00	1,980.00	Billable
8/30/2016 199535	Clinton A. Krislov Work on submission to Court re: City's commitment to pre-8/23/89 retirees.	968.00	3.00	2,904.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total Billable
8/30/2016 199115	Kenneth T. Goldstein Draft and file status letter to court.	660.00	2.50	1,650.00	Billable
8/31/2016 199539	Clinton A. Krislov Prepare for and attendance at hearing on 304(a) language.	968.00	3.00	2,904.00	Billable
8/31/2016 199119	Kenneth T. Goldstein Hearing and confer with CAK; served letter to Court.	660.00	3.00	1,980.00	Billable
9/1/2016 199542	Clinton A. Krislov Work on appeal; fielding questions from retirees; draft update message. File Notices of Appeal Rules 304/307 of dismissals and denial of P/I.	968.00	5.00	4,840.00	Billable
9/1/2016 199126	Kenneth T. Goldstein Draft and file Notice of Appeal and Docketing Statements; confer with CAK.	660.00	5.00	3,300.00	Billable
9/2/2016 199548	Clinton A. Krislov Work on joint appeals, 2356 and 2357. Filing Amended Notice of Appeal and exhibits.	968.00	3.00	2,904.00	Billable
9/2/2016 199128	Kenneth T. Goldstein Prepare Amended Notice of Filing Appeal; file Notices of Appeal with appellate court; prepare docketing statements and prepare and order Record on Appeal.	660.00	8.00	5,280.00	Billable
9/6/2016 199130	Kenneth T. Goldstein Draft motion for immediate argument.	660.00	10.00	6,600.00	Billable
9/7/2016 199552	Clinton A. Krislov Work on revisions to accelerate preliminary injunction appeal.	968.00	3.00	2,904.00	Billable
9/7/2016 199131	Kenneth T. Goldstein Motion for immediate argument.	660.00	10.00	6,600.00	Billable
9/8/2016 199132	Kenneth T. Goldstein Prepare motion for time to file Record on Appeal; sort out appellate numbers; draft motion for immediate argument.	660.00	10.00	6,600.00	Billable
9/9/2016 199133	Kenneth T. Goldstein Draft and edit motion for immediate argument.	660.00	10.00	6,600.00	Billable
9/12/2016 199558	Clinton A. Krislov Final revisions to emergency motion; field retiree questions.	968.00	5.00	4,840.00	Billable
9/12/2016 199214	Kenneth T. Goldstein Motion for immediate hearing; edit and file.	660.00	6.00	3,960.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
9/15/2016 199217	Kenneth T. Goldstein Defendant's response re: motion for hearing.	660.00	1.50	990.00	Billable
9/16/2016 199567	Clinton A. Krislov City is meeting with the Funds on Monday; like to get all participants Medicare qualified.	968.00	1.00	968.00	Billable
9/16/2016 199219	Kenneth T. Goldstein Reply re: motion for hearing.	660.00	5.00	3,300.00	Billable
9/19/2016 199570	Clinton A. Krislov Finalize reply in support of emergency motion; letters to City and Fund re: commitment in Cohen's to fulfill their obligation.	968.00	2.00	1,936.00	Billable
9/19/2016 199220	Kenneth T. Goldstein Edits to reply in appellate court for immediate decision and argument.	660.00	4.00	2,640.00	Billable
9/19/2016 199223	Kenneth T. Goldstein Emails re: Funds' initiatives.	660.00	0.50	330.00	Billable
9/20/2016 199225	Kenneth T. Goldstein Emails with Ed Burke regarding fund intentions going forward.	660.00	0.80	528.00	Billable
9/21/2016 199575	Clinton A. Krislov App. Ct. affirms denial of preliminary injunction; review and begin work on next step, PLA to Ill. S.Ct.	968.00	3.00	2,904.00	Billable
9/21/2016 199228	Kenneth T. Goldstein Appellate decision; confer with CAK.	660.00	5.00	3,300.00	Billable
9/22/2016 199580	Clinton A. Krislov Calls from annuitants reporting on their info from City and Funds benefit offices.	968.00	2.00	1,936.00	Billable
9/22/2016 199229	Kenneth T. Goldstein Plaintiffs' calls.	660.00	1.00	660.00	Billable
9/22/2016 199231	Kenneth T. Goldstein Draft and file motion extension of time to file record on appeal; call with Appellate Court Clerk.	660.00	2.50	1,650.00	Billable
9/23/2016 199582	Clinton A. Krislov Calls from retirees; reports on their questions to City and Funds.	968.00	2.00	1,936.00	Billable
9/23/2016 199235	Kenneth T. Goldstein Read R. Prendergast letter.	660.00	0.20	132.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
9/28/2016 199594	Clinton A. Krislov Study R. Prendergast letter with tentative plans to be offered by the City.	968.00	1.00	968.00	Billable
9/29/2016 199601	Clinton A. Krislov Calls from retirees.	968.00	1.00	968.00	Billable
9/30/2016 199605	Clinton A. Krislov Retirees report on their contact with Funds and City; review City "Sept. 2016" letters to retirees re: 2017 health plans.	968.00	2.00	1,936.00	Billable
10/3/2016 199610	Clinton A. Krislov Work on PLA.	968.00	3.00	2,904.00	Billable
10/4/2016 199611	Clinton A. Krislov Work on PLA.	968.00	2.20	2,129.60	Billable
10/7/2016 199618	Clinton A. Krislov Calls from retirees; work on PLA.	968.00	5.50	5,324.00	Billable
10/10/2016 199620	Clinton A. Krislov Work on emergency filing; sorting through retiree responses.	968.00	4.50	4,356.00	Billable
10/13/2016 199846	Clinton A. Krislov Responding to and sorting retiree statements; work on PLA.	968.00	3.50	3,388.00	Billable
10/14/2016 199850	Clinton A. Krislov Work on PLA.	968.00	2.70	2,613.60	Billable
10/17/2016 199855	Clinton A. Krislov Work on motion to Ill. Sup. Ct.	968.00	6.00	5,808.00	Billable
10/17/2016 200331	Kenneth T. Goldstein 302(b) motion.	660.00	6.00	3,960.00	Billable
10/18/2016 199859	Clinton A. Krislov Emails from retirees; work on PLA.	968.00	5.00	4,840.00	Billable
10/18/2016 200333	Kenneth T. Goldstein 302(b) motion.	660.00	6.00	3,960.00	Billable
10/19/2016 200334	Kenneth T. Goldstein 302(b) brief.	660.00	6.00	3,960.00	Billable
10/20/2016 199861	Clinton A. Krislov Speak to retirees meeting at Marcellos.	968.00	2.00	1,936.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total Billable
10/20/2016 200336	Kenneth T. Goldstein File supplemental decision.	660.00	1.00	660.00	Billable
10/20/2016 200335	Kenneth T. Goldstein 302(b) motion for direct appeal.	660.00	6.00	3,960.00	Billable
10/21/2016 199867	Clinton A. Krislov Finalize filings for motion for direct appeal; review retiree hardship letters.	968.00	3.00	2,904.00	Billable
10/24/2016 199920	Clinton A. Krislov Fielding calls and emails from retirees; work on Direct Appeal motion, PLA and appeal brie fin 3613.	968.00	9.50	9,196.00	Billable
10/24/2016 200338	Kenneth T. Goldstein Petition for Leave to Appeal.	660.00	4.00	2,640.00	Billable
10/25/2016 199922	Clinton A. Krislov Work on appeal.	968.00	3.50	3,388.00	Billable
10/25/2016 200340	Kenneth T. Goldstein Review city filing on direct appeal.	660.00	3.00	1,980.00	Billable
10/25/2016 200339	Kenneth T. Goldstein Petition for Leave to Appeal.	660.00	5.00	3,300.00	Billable
10/26/2016 199928	Clinton A. Krislov Work on PLA and direct appeal.	968.00	6.00	5,808.00	Billable
10/26/2016 200344	Kenneth T. Goldstein Petition for Leave to Appeal in 15-3613.	660.00	6.00	3,960.00	Billable
10/27/2016 199932	Clinton A. Krislov Work on Reply in support of 302b Direct Appeal.	968.00	2.50	2,420.00	Billable
10/27/2016 200345	Kenneth T. Goldstein Motion for Leave to File Petition for Leave to Appeal Instanter.	660.00	1.00	660.00	Billable
10/28/2016 199936	Clinton A. Krislov Work on reply in support of 302b Direct Appeal.	968.00	6.00	5,808.00	Billable
10/28/2016 200346	Kenneth T. Goldstein Motion for Extension and to consolidate.	660.00	3.00	1,980.00	Billable
10/29/2016 199938	Clinton A. Krislov Work through Korshak trial transcript.	968.00	3.00	2,904.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
10/30/2016 199939	Clinton A. Krislov Work through Korshak trial transcript.	968.00	3.00	2,904.00	Billable
10/31/2016 199941	Clinton A. Krislov Appellate filings; review City response.	968.00	1.20	1,161.60	Billable
10/31/2016 200348	Kenneth T. Goldstein Direct Appeal reply brief.	660.00	4.00	2,640.00	Billable
11/1/2016 199868	Clinton A. Krislov Work on Ill. Sup. Ct. filing; confer with KTG.	968.00	4.50	4,356.00	Billable
11/1/2016 200349	Kenneth T. Goldstein Direct Appeal reply brief; motion for leave to file brief.	660.00	4.00	2,640.00	Billable
11/6/2016 199880	Clinton A. Krislov Work on appellate brief in 16-2356, 16-2357.	968.00	4.00	3,872.00	Billable
11/7/2016 199881	Clinton A. Krislov Emails with clients; amassing retiree statements for filing; work on briefs.	968.00	8.00	7,744.00	Billable
11/7/2016 199503	Kenneth T. Goldstein Work on brief.	660.00	10.00	6,600.00	Billable
11/8/2016 199884	Clinton A. Krislov Work on appellate brief; sorting through retiree hardship statements.	968.00	9.00	8,712.00	Billable
11/8/2016 199502	Kenneth T. Goldstein Motion re: record and brief.	660.00	8.00	5,280.00	Billable
11/9/2016 199887	Clinton A. Krislov Work on statements for brief.	968.00	7.00	6,776.00	Billable
11/9/2016 199501	Kenneth T. Goldstein Work on brief and extension.	660.00	8.00	5,280.00	Billable
11/10/2016 199500	Kenneth T. Goldstein Statements and brief.	660.00	6.00	3,960.00	Billable
11/11/2016 199498	Kenneth T. Goldstein Work on brief.	660.00	6.00	3,960.00	Billable
11/14/2016 199889	Clinton A. Krislov Work on appellate brief; retiree statements still coming in.	968.00	8.00	7,744.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
11/14/2016 199495	Kenneth T. Goldstein Edits to brief.	660.00	8.00	5,280.00	Billable
11/15/2016 199891	Clinton A. Krislov Work on appellate brief; field calls from retirees.	968.00	6.00	5,808.00	Billable
11/15/2016 199494	Kenneth T. Goldstein Edits to Brief, Appendix, Statements, Settlement Letter.	660.00	8.00	5,280.00	Billable
11/16/2016 199893	Clinton A. Krislov Work on appellate brief; begin work on emergency motion; draft email request to City and Funds.	968.00	5.00	4,840.00	Billable
11/16/2016 199493	Kenneth T. Goldstein Edits re: Brief, Appendix and plaintiffs' statements.	660.00	8.00	5,280.00	Billable
11/17/2016 199491	Kenneth T. Goldstein Edits to brief.	660.00	8.00	5,280.00	Billable
11/18/2016 199488	Kenneth T. Goldstein Edits to brief and calls with clerk; class member calls.	660.00	8.00	5,280.00	Billable
11/21/2016 199897	Clinton A. Krislov Study/analyze RHBC report for theory and flaws; cost of Medicare/Non-Medicare ; decline from 13000 to 10000 through 2011; likely attrition.	968.00	6.00	5,808.00	Billable
11/21/2016 199816	Kenneth T. Goldstein Emergency appeal injunction.	660.00	10.00	6,600.00	Billable
11/22/2016 199899	Clinton A. Krislov Finalize appellate brief for filing; work on emergency preliminary injunction.	968.00	8.00	7,744.00	Billable
11/22/2016 199817	Kenneth T. Goldstein Emergency appeal injunction.	660.00	10.00	6,600.00	Billable
11/23/2016 199902	Clinton A. Krislov Miscellaneous retiree statements; work on motion to show cause for Funds' failure to provide plan and email updates to retirees.	968.00	5.00	4,840.00	Billable
11/23/2016 199818	Kenneth T. Goldstein Emergency appeal injunction.	660.00	10.00	6,600.00	Billable
11/28/2016 199908	Clinton A. Krislov Fielding questions from retirees; city opposition to emergency motion; work on reply; work on emergency motion and responses.	968.00	3.00	2,904.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
11/28/2016 199819	Kenneth T. Goldstein Reply re: appeal and revised certificate of filing and motion to show cause.	660.00	10.00	6,600.00	Billable
11/29/2016 199912	Clinton A. Krislov Work on reply is support of our emergency motion to stay termination of benefits; review City's answer to PLA 11498.	968.00	12.50	12,100.00	Billable
11/29/2016 199820	Kenneth T. Goldstein Reply to emergency appeal; motion to show cause.	660.00	10.00	6,600.00	Billable
11/30/2016 199916	Clinton A. Krislov Study City's opposition to PLA in 121498; work on our reply.	968.00	5.50	5,324.00	Billable
11/30/2016 199821	Kenneth T. Goldstein Reply to emergency appeal.	660.00	8.00	5,280.00	Billable
12/1/2016 199943	Clinton A. Krislov Work on our reply in support of PLA.	968.00	3.00	2,904.00	Billable
12/1/2016 199949	Clinton A. Krislov Work on reply in support of PLA; prepare for hearing on Monday; study response to our Motion for Rule to Show Cause Against Funds.	968.00	6.50	6,292.00	Billable
12/1/2016 199823	Kenneth T. Goldstein Calls from retirees.	660.00	1.50	990.00	Billable
12/2/2016 199824	Kenneth T. Goldstein Response to Motion to Show Cause; Motion to Strike from defendants.	660.00	2.00	1,320.00	Billable
12/2/2016 199825	Kenneth T. Goldstein PLA edits.	660.00	6.00	3,960.00	Billable
12/4/2016 199950	Clinton A. Krislov Prepare for contempt hearing on order to show cause against funds.	968.00	2.50	2,420.00	Billable
12/4/2016 199953	Clinton A. Krislov Prepare for a hearing on our Motion to Show Cause Against the Funds; review city letters and call GoHealth to see how callers are actually treated; 2,756 pre-4/1/1986; of those 886 are over 65, 206 are Korshak and Window Retirees; 680 Medicare Age, Not Eligible.	968.00	7.00	6,776.00	Billable
12/5/2016 199827	Kenneth T. Goldstein PLA reply.	660.00	4.00	2,640.00	Billable
12/5/2016 199832	Kenneth T. Goldstein Hearing on Motion to Show Cause.	660.00	4.00	2,640.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
12/6/2016 199955	Clinton A. Krislov Proceeding in aftermath of Judge Cohen's most recent denial; confer with KTG re: motion/supervisory order; Motion for Leave to file Reply in support of PLA.	968.00	5.00	4,840.00	Billable
12/6/2016 199828	Kenneth T. Goldstein PLA reply.	660.00	4.00	2,640.00	Billable
12/7/2016 199957	Clinton A. Krislov Work on Supreme Court issues; Appellate Court calls; denying motion for injunction; confer and work on what to file in Ill. Sup. Ct.; review and revise KTG draft mandamus complaint.	968.00	8.50	8,228.00	Billable
12/7/2016 199829	Kenneth T. Goldstein PLA reply.	660.00	2.00	1,320.00	Billable
12/7/2016 199835	Kenneth T. Goldstein Mandamus.	660.00	6.00	3,960.00	Billable
12/8/2016 199963	Clinton A. Krislov Work on mandamus to Ill. Sup. Ct.	968.00	5.00	4,840.00	Billable
12/8/2016 199836	Kenneth T. Goldstein Mandamus.	660.00	9.00	5,940.00	Billable
12/9/2016 200048	Clinton A. Krislov Work on Mandamus/Supervisory Order; issues re: Judge Cohen.	968.00	4.00	3,872.00	Billable
12/9/2016 199837	Kenneth T. Goldstein Complaint mandamus and file.	660.00	9.00	5,940.00	Billable
12/12/2016 200052	Clinton A. Krislov Retiree calls; review 12/5/2016 transcript; work on Supreme Court filing.	968.00	3.50	3,388.00	Billable
12/12/2016 199839	Kenneth T. Goldstein Brief; mandamus.	660.00	7.00	4,620.00	Billable
12/13/2016 200057	Clinton A. Krislov Work on Supreme Court filing.	968.00	6.00	5,808.00	Billable
12/13/2016 199840	Kenneth T. Goldstein Brief, mandamus.	660.00	9.00	5,940.00	Billable
12/14/2016 200067	Clinton A. Krislov Case re: filing issues.	968.00	0.50	484.00	Billable
12/14/2016 199842	Kenneth T. Goldstein Brief, edits and filing.	660.00	9.00	5,940.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total Billable
12/15/2016 199843	Kenneth T. Goldstein Copy documents, mail; service on court; letter to counsel and court.	660.00	2.50	1,650.00	Billable
12/18/2016 199894	Clinton A. Krislov Work on appellate brief; field calls from retirees; plot strategy.	968.00	6.00	5,808.00	Billable
12/20/2016 200077	Clinton A. Krislov Emails to City lawyers re: non-medicare retirees.	968.00	0.20	193.60	Billable
12/21/2016 200080	Clinton A. Krislov Study City, LABF opposition to our Illinois Supreme Court motion for supervisory order; begin work on reply.	968.00	4.00	3,872.00	Billable
12/22/2016 200083	Clinton A. Krislov Work on reply in support of motion for supervisory order; studying emails; PABF motion for additional time on their brief in the 2356/2357 appellate court cases; City Amended Notice of Filing/Certificate of Service.	968.00	6.20	6,001.60	Billable
12/23/2016 200086	Clinton A. Krislov Work on reply in support of our motion for supervisory order.	968.00	5.00	4,840.00	Billable
12/26/2016 200090	Clinton A. Krislov Work on reply in support of motion for supervisory order; searching and incorporating Mayor's emails disclosed.	968.00	7.50	7,260.00	Billable
12/27/2016 200092	Clinton A. Krislov Work on reply in support of our motion to Ill. Supreme Court for supervisory order.	968.00	5.50	5,324.00	Billable
12/28/2016 200097	Clinton A. Krislov Contact from retirees.	968.00	1.50	1,452.00	Billable
12/30/2016 200104	Clinton A. Krislov Receive and review City's motion to extend time; oppose; issue retiree update since nothing from court.	968.00	2.00	1,936.00	Billable
1/1/2017 200415	Clinton A. Krislov Emails from city retirees.	968.00	1.20	1,161.60	Billable
1/3/2017 200418	Clinton A. Krislov Field retiree calls and emails; call with reporter inquiry; contact retirees. Still no action by Supreme Court. Emails to funds re: participants' ability to return to coverage.	968.00	3.00	2,904.00	Billable
1/4/2017 200422	Clinton A. Krislov Answer retiree questions, including about Medicare; reviewing record.	968.00	2.00	1,936.00	Billable
1/5/2017 200427	Clinton A. Krislov Analyzing and explaining RHBC report flaws.	968.00	2.00	1,936.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
1/9/2017 200437	Clinton A. Krislov Reply and exhibits filing in Illinois Supreme Court.	968.00	4.00	3,872.00	Billable
1/26/2017 200490	Clinton A. Krislov Field calls from Municipal retiree who's fund conducted retirement seminar.	968.00	2.00	1,936.00	Billable
1/27/2017 200493	Clinton A. Krislov Communications from retirees.	968.00	1.50	1,452.00	Billable
2/1/2017 200627	Clinton A. Krislov Communications from retirees. Arrangements for negotiating meeting. Prepare and issue our position and requests for audit and reconciliation procedure.	968.00	1.50	1,452.00	Billable
2/8/2017 200652	Clinton A. Krislov Address retiree lunch; study City and Funds' Appellate Court briefs.	968.00	3.50	3,388.00	Billable
2/9/2017 200654	Clinton A. Krislov Fielding contacts from participants.	968.00	1.50	1,452.00	Billable
2/17/2017 200674	Clinton A. Krislov Communication with retirees.	968.00	2.00	1,936.00	Billable
2/20/2017 200299	Kenneth T. Goldstein Reply brief.	660.00	4.00	2,640.00	Billable
2/20/2017 200302	Kenneth T. Goldstein Motion for Extension; work on reply brief.	660.00	5.00	3,300.00	Billable
2/22/2017 200305	Kenneth T. Goldstein Call with defendants re: status; Order and confer with CAK.	660.00	0.30	198.00	Billable
2/22/2017 200306	Kenneth T. Goldstein File motion for extension of time.	660.00	1.50	990.00	Billable
2/22/2017 200307	Kenneth T. Goldstein Jurisdiction and estoppel issues.	660.00	3.00	1,980.00	Billable
2/23/2017 200309	Kenneth T. Goldstein Reply brief; research.	660.00	8.00	5,280.00	Billable
2/24/2017 200680	Clinton A. Krislov Work on reply brief.	968.00	6.50	6,292.00	Billable
2/24/2017 200315	Kenneth T. Goldstein Status call.	660.00	0.70	462.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
2/24/2017 200314	Kenneth T. Goldstein Read defendants' briefs; reply, amend the hold and estoppel issues.	660.00	8.00	5,280.00	Billable
2/27/2017 200682	Clinton A. Krislov Work on reply brief.	968.00	5.00	4,840.00	Billable
2/27/2017 200317	Kenneth T. Goldstein Plaintiff calls; forward briefs.	660.00	0.50	330.00	Billable
2/27/2017 200318	Kenneth T. Goldstein Reply brief; review city and funds' briefs.	660.00	8.00	5,280.00	Billable
2/28/2017 200321	Kenneth T. Goldstein Judicial estoppel; mend the hold response research.	660.00	6.00	3,960.00	Billable
3/1/2017 200324	Kenneth T. Goldstein Emails re: status.	660.00	0.50	330.00	Billable
3/1/2017 200323	Kenneth T. Goldstein 304(a) jurisdiction.	660.00	4.00	2,640.00	Billable
3/2/2017 200523	Clinton A. Krislov Work on reply brief.	968.00	5.00	4,840.00	Billable
3/2/2017 200326	Kenneth T. Goldstein Reply research re: 304(a) jurisdiction.	660.00	6.00	3,960.00	Billable
3/7/2017 200537	Clinton A. Krislov Many email questions from retirees.	968.00	3.00	2,904.00	Billable
3/9/2017 200542	Clinton A. Krislov Retiree update; draft and issue.	968.00	1.00	968.00	Billable
3/9/2017 200576	Kenneth T. Goldstein Research re: estoppel and jurisdiction.	660.00	3.00	1,980.00	Billable
3/9/2017 200577	Kenneth T. Goldstein Motion for extension of time.	660.00	2.00	1,320.00	Billable
3/10/2017 200544	Clinton A. Krislov Work on reply brief.	968.00	2.50	2,420.00	Billable
3/13/2017 200582	Kenneth T. Goldstein Research mend hold, jurisdiction.	660.00	2.00	1,320.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
3/14/2017 200583	Kenneth T. Goldstein Research for appellate reply brief: mend hold/estop and jurisdiction.	660.00	4.00	2,640.00	Billable
3/16/2017 200558	Clinton A. Krislov Work on reply brief.	968.00	7.00	6,776.00	Billable
3/17/2017 200560	Clinton A. Krislov Work on reply brief.	968.00	7.00	6,776.00	Billable
3/17/2017 200591	Kenneth T. Goldstein File motion for extension; edits; review brief.	660.00	2.50	1,650.00	Billable
3/20/2017 200562	Clinton A. Krislov Communication from Local 2?; firefighters union.	968.00	0.30	290.40	Billable
3/20/2017 200593	Kenneth T. Goldstein Appellate reply brief edits.	660.00	8.00	5,280.00	Billable
3/22/2017 200563	Clinton A. Krislov Respond to retiree inquirers.	968.00	2.00	1,936.00	Billable
3/22/2017 200595	Kenneth T. Goldstein Appellate reply brief edits.	660.00	6.00	3,960.00	Billable
3/23/2017 200596	Kenneth T. Goldstein Appellate reply brief.	660.00	6.00	3,960.00	Billable
3/26/2017 200570	Kenneth T. Goldstein Appellate brief edits	660.00	6.00	3,960.00	Billable
3/27/2017 200689	Clinton A. Krislov Work on brief.	968.00	3.00	2,904.00	Billable
4/2/2017 200704	Clinton A. Krislov Retiree emails; Tony G: City required and paid persons for attending; took attendance; funds approved.	968.00	1.50	1,452.00	Billable
4/3/2017 200707	Clinton A. Krislov Emails with retirees and update to participants.	968.00	2.00	1,936.00	Billable
4/7/2017 200718	Clinton A. Krislov Drafting FOIA's to City and Funds.	968.00	1.00	968.00	Billable
4/20/2017 200731	Clinton A. Krislov Attendance at retiree luncheon.	968.00	2.00	1,936.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
4/25/2017 200764	Clinton A. Krislov Work on our explanation in support of our Proposed Order.	968.00	1.75	1,694.00	Billable
4/26/2017 200765	Clinton A. Krislov Work on response to City regarding wording of March 17, 2017 Order.	968.00	2.00	1,936.00	Billable
5/1/2017 200774	Clinton A. Krislov Meeting at FOP with President Kevin Graham and Michael Underwood.	968.00	1.50	1,452.00	Billable
5/3/2017 200779	Clinton A. Krislov Review and revisions to appellate motion to set date for argument.	968.00	1.50	1,452.00	Billable
5/10/2017 200794	Clinton A. Krislov Receive and study city supplemental submission; prepare for hearing tomorrow.	968.00	2.00	1,936.00	Billable
5/11/2017 200795	Clinton A. Krislov Prepare for and attendance at hearing on motion to enter order.	968.00	2.50	2,420.00	Billable
5/15/2017 200870	Clinton A. Krislov Work on preliminary injunction motion.	968.00	2.00	1,936.00	Billable
5/17/2017 200878	Clinton A. Krislov Receive and review Prendergast position re: mediation; will not negotiate on other than drafting of order; no global.	968.00	0.10	96.80	Billable
6/9/2017 200928	Clinton A. Krislov Review J. Naber letter to Judge Cohen; communication with retirees.	968.00	1.50	1,452.00	Billable
6/14/2017 200942	Clinton A. Krislov Communications with retirees.	968.00	1.20	1,161.60	Billable
6/20/2017 200949	Clinton A. Krislov Review memo to Judge Cohen re: entry of order tomorrow.	968.00	2.00	1,936.00	Billable
6/21/2017 200953	Clinton A. Krislov Status before Judge Cohen; orders defendants to respond on jurisdiction and class certification.	968.00	2.00	1,936.00	Billable
6/22/2017 200956	Clinton A. Krislov Study City's FOIA responses.	968.00	2.50	2,420.00	Billable
6/23/2017 200961	Clinton A. Krislov Appeal 16-2356: Decision was to be issued Monday; withdrew.	968.00	0.50	484.00	Billable
6/23/2017 200962	Clinton A. Krislov Communication with retirees.	968.00	1.00	968.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
6/28/2017 200974	Clinton A. Krislov Appellate Court call; decision coming out tomorrow.	968.00	0.10	96.80	Billable
6/29/2017 200975	Clinton A. Krislov Receive and study Appellate Court decision; affirming Cohen in many respects but expanding class to include all who began work by execution of 2003 Agreement.	968.00	3.00	2,904.00	Billable
6/29/2017 200839	Kenneth T. Goldstein Review decision.	660.00	3.00	1,980.00	Billable
6/30/2017 200978	Clinton A. Krislov Receive and review city's emergency motion to vacate court order to advise re: class certification.	968.00	1.00	968.00	Billable
6/30/2017 200840	Kenneth T. Goldstein Emergency motion; calls to court; confer with CAK; research and prepare for hearing.	660.00	3.00	1,980.00	Billable
6/30/2017 200841	Kenneth T. Goldstein Review decision from Appellate Court.	660.00	3.00	1,980.00	Billable
7/3/2017 200842	Kenneth T. Goldstein Research, review decision; calls with defendants and confer with CAK.	660.00	6.00	3,960.00	Billable
7/5/2017 200981	Clinton A. Krislov Work on responding to City's emergency motion; work on issues for reconsideration and PLA.	968.00	4.00	3,872.00	Billable
7/6/2017 200985	Clinton A. Krislov Work on motion for rehearing of appellate court decision.	968.00	5.00	4,840.00	Billable
7/6/2017 200845	Kenneth T. Goldstein Reconsideration, confer, review decision.	660.00	3.00	1,980.00	Billable
7/7/2017 200987	Clinton A. Krislov Work on motion for rehearing.	968.00	3.50	3,388.00	Billable
7/10/2017 200989	Clinton A. Krislov Meeting with firefighters Local 2.	968.00	2.00	1,936.00	Billable
7/12/2017 200993	Clinton A. Krislov Revisions to petition for rehearing.	968.00	3.00	2,904.00	Billable
7/13/2017 200997	Clinton A. Krislov Revisions to petition for rehearing.	968.00	5.00	4,840.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
7/13/2017 200858	Kenneth T. Goldstein Edits to petition for rehearing.	660.00	3.00	1,980.00	Billable
7/14/2017 200999	Clinton A. Krislov Receive and review city filing on jurisdiction; confer with K. Goldstein.	968.00	2.00	1,936.00	Billable
7/14/2017 200854	Kenneth T. Goldstein Review transcript.	660.00	1.00	660.00	Billable
7/14/2017 200864	Kenneth T. Goldstein Edits to petition for rehearing.	660.00	3.00	1,980.00	Billable
7/17/2017 201005	Clinton A. Krislov Study city FOIA responses with Annuitant Health Benefits Handbook, especially regarding reservation language.	968.00	3.50	3,388.00	Billable
7/18/2017 201215	Clinton A. Krislov Work on motion for rehearing.	968.00	5.00	4,840.00	Billable
7/18/2017 201024	Kenneth T. Goldstein Edits to brief.	660.00	4.00	2,640.00	Billable
7/19/2017 201218	Clinton A. Krislov Work on petition for rehearing of appellate decision.	968.00	3.00	2,904.00	Billable
7/19/2017 201027	Kenneth T. Goldstein Rehearing brief.	660.00	6.00	3,960.00	Billable
7/20/2017 201028	Kenneth T. Goldstein Rehearing brief.	660.00	6.00	3,960.00	Billable
7/21/2017 201224	Clinton A. Krislov Work on jurisdiction reply.	968.00	4.00	3,872.00	Billable
7/24/2017 201229	Clinton A. Krislov Work on reply in support of jurisdiction.	968.00	4.00	3,872.00	Billable
7/27/2017 201293	Clinton A. Krislov Phone conference with J. Naber and R. Prendergast on issues re: hearing on Monday; raise issues about those not qualifying for Medicare.	968.00	1.50	1,452.00	Billable
7/28/2017 201016	Kenneth T. Goldstein Draft renewed motion for class certification; file and serve; email with Defendants; courtesy copy to Judge Cohen; confer with CAK.	660.00	5.00	3,300.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
8/1/2017 201298	Clinton A. Krislov Arrangements for rescheduling hearing.	968.00	0.20	193.60	Billable
8/3/2017 201301	Clinton A. Krislov Prepare for hearing on 8/9; call with O'Neil.	968.00	2.00	1,936.00	Billable
8/7/2017 201308	Clinton A. Krislov Receive appellate court denial of rehearing; advise retirees and begin work on PLA; due September 7th (35 days).	968.00	2.00	1,936.00	Billable
8/9/2017 201313	Clinton A. Krislov Prepare for and hearing on renewed motion for class certification, jurisdiction and audit and reconciliation.[Excludes portion of time allocated to Korshak matter]	968.00	2.50	2,420.00	Billable
8/14/2017 201245	Kenneth T. Goldstein Miscellaneous emails re: firemen's fund/union; J. Naber, class certification.	660.00	1.00	660.00	Billable
8/17/2017 201250	Kenneth T. Goldstein Class certification.	660.00	6.00	3,960.00	Billable
8/18/2017 201251	Kenneth T. Goldstein Class certification.	660.00	2.00	1,320.00	Billable
8/21/2017 201255	Kenneth T. Goldstein Class Certification brief.	660.00	3.00	1,980.00	Billable
8/22/2017 201258	Kenneth T. Goldstein C lass certification.	660.00	2.00	1,320.00	Billable
8/23/2017 201260	Kenneth T. Goldstein Prepare for and attending FOP meeting.	660.00	4.50	2,970.00	Billable
8/27/2017 201263	Kenneth T. Goldstein Class certification.	660.00	2.50	1,650.00	Billable
8/28/2017 201318	Clinton A. Krislov Work on PLA; pick up time over past week while out.	968.00	16.00	15,488.00	Billable
8/29/2017 201321	Clinton A. Krislov Work on PLA.	968.00	4.80	4,646.40	Billable
8/30/2017 201325	Clinton A. Krislov Work on class certification appeal.	968.00	5.00	4,840.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
9/1/2017 201285	Michalene J. McElligott Compile motions, orders and transcripts regarding class certification since case inception; search transcripts for oral rulings on class certification; create table reflecting same.	220.00	3.00	660.00	Billable
9/5/2017 201333	Clinton A. Krislov Work on 306 petition re: class certification.	968.00	2.00	1,936.00	Billable
9/5/2017 201332	Clinton A. Krislov Work on PLA.	968.00	5.00	4,840.00	Billable
9/6/2017 201334	Clinton A. Krislov Work on PLA.	968.00	7.00	6,776.00	Billable
9/7/2017 201335	Clinton A. Krislov Finalize and file PLA.	968.00	6.50	6,292.00	Billable
9/8/2017 201336	Clinton A. Krislov Work on 306 petition for review of class certification and notice of appeal of jurisdiction question.	968.00	6.00	5,808.00	Billable
9/14/2017 201344	Clinton A. Krislov Status hearing before Judge Cohen; report on PLA and appeals; City report on reconciliation; Judge orders speedier result; funds report on 2018 plans; orders defendants to report back on 9/26; work on possible preliminary injunction for 9/26.	968.00	2.00	1,936.00	Billable
9/15/2017 201348	Clinton A. Krislov Issues re: order; back to court, Judge won't order City to copy us with communications; revise order for incorrect date.	968.00	2.50	2,420.00	Billable
9/25/2017 201286	Michalene J. McElligott Compile all transcripts of hearings since case remanded to state court and prepare cover for submission to clerk for inclusion in the record on appeal.	220.00	1.00	220.00	Billable
9/27/2017 201544	Clinton A. Krislov Call with Funds' counsel.	968.00	0.50	484.00	Billable
9/28/2017 201527	Kenneth T. Goldstein Draft preliminary injunction.	660.00	3.00	1,980.00	Billable
9/29/2017 201515	Kenneth T. Goldstein Draft Preliminary Injunction motion.	660.00	6.00	3,960.00	Billable
9/29/2017 201517	Kenneth T. Goldstein Review city's 306(a) Filing.	660.00	1.00	660.00	Billable
10/2/2017 201479	Kenneth T. Goldstein Draft motion for preliminary injunction.	660.00	6.00	3,960.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
10/3/2017 201480	Kenneth T. Goldstein Draft motion for preliminary injunction.	660.00	6.00	3,960.00	Billable
10/4/2017 201482	Kenneth T. Goldstein Draft motion for preliminary injunction.	660.00	6.00	3,960.00	Billable
10/5/2017 201484	Kenneth T. Goldstein Draft and edit motion for preliminary injunction.	660.00	6.00	3,960.00	Billable
10/6/2017 201486	Kenneth T. Goldstein Edit and file motion for preliminary injunction.	660.00	6.00	3,960.00	Billable
10/11/2017 201552	Clinton A. Krislov Prepare for and attend hearing; report on 1) reconciliation; 2) letter and stuffer; on our preliminary injunction; progress reported; City says reports of plans will go out within 2-3 weeks, Judge says 2 weeks; funds report positions and progress; parties to meet and report back to court on 10/24/2017 at 8:30.	968.00	1.70	1,645.60	Billable
10/11/2017 201490	Kenneth T. Goldstein Status hearing.	660.00	2.00	1,320.00	Billable
10/12/2017 201554	Clinton A. Krislov Emails with defendants about interim coverage of 3A class.	968.00	0.60	580.80	Billable
10/17/2017 201561	Clinton A. Krislov Prepare for and meeting with City and Funds' lawyers at Taft Law (Laborers) to go through issues for discussion, including interim coverage (treatment of 3A group who do not qualify for medicare as if they did); Notice to Whom? (Funds sending rates to all annuitants); Info stuffer notice issues; Possible permanent structures (55/45 plus subsidies and increase for all); other items.	968.00	0.00	0.00	Billable
10/18/2017 201642	Clinton A. Krislov Prepare for and attend negotiating meeting with City and Funds.	968.00	2.50	2,420.00	Billable
10/18/2017 201475	Kenneth T. Goldstein Meeting; calls with Retirees.	660.00	2.50	1,650.00	Billable
10/20/2017 201649	Clinton A. Krislov Emails to retirees for information; especially on non-medicare qualified.	968.00	2.00	1,936.00	Billable
10/21/2017 201651	Clinton A. Krislov Work on report to Judge Cohen regarding 10/18 meeting.	968.00	1.50	1,452.00	Billable
10/23/2017 201652	Clinton A. Krislov Work on revisions to letter to Judge; research stuffer insert.	968.00	3.50	3,388.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
10/24/2017 201655	Clinton A. Krislov Issues re: letter report to Judge Cohen; so we do our own.	968.00	3.00	2,904.00	Billable
10/25/2017 201657	Clinton A. Krislov Prepare for hearing before Judge Cohen; report on negotiations; Issues: a dire situation; notice issues; reconciliation payments and letter; work on PLA response; provide support for stuffer; study city response to our PLA.	968.00	8.50	8,228.00	Billable
10/26/2017 201662	Clinton A. Krislov Work on reply in support of PLA.	968.00	4.00	3,872.00	Billable
10/30/2017 201669	Clinton A. Krislov Work on reply in support of PLA.	968.00	4.00	3,872.00	Billable
10/31/2017 201674	Clinton A. Krislov Analyzing Medicare premium rates and penalties; work on reply in support of PLA.	968.00	3.00	2,904.00	Billable
11/1/2017 201677	Clinton A. Krislov Annuitant demographics.	968.00	0.60	580.80	Billable
11/1/2017 201676	Clinton A. Krislov Work on PLA reply.	968.00	5.00	4,840.00	Billable
11/2/2017 201680	Clinton A. Krislov Work on reply in support of PLA.	968.00	6.00	5,808.00	Billable
11/2/2017 201610	Kenneth T. Goldstein Korshak ROA issues; transcripts and stipulations.	660.00	1.50	990.00	Billable
11/3/2017 201685	Clinton A. Krislov Work on reply in support of PLA.	968.00	6.00	5,808.00	Billable
11/6/2017 201686	Clinton A. Krislov Finish reply in support of PLA.	968.00	4.00	3,872.00	Billable
11/6/2017 201608	Kenneth T. Goldstein Reply in support of PLA.	660.00	5.00	3,300.00	Billable
11/7/2017 201691	Clinton A. Krislov Research Mend the Hold doctrine re: reply in support of PLA.	968.00	3.00	2,904.00	Billable
11/7/2017 201604	Kenneth T. Goldstein Reply in support of PLA.	660.00	5.00	3,300.00	Billable
11/8/2017 201694	Clinton A. Krislov Prepare for and attend hearing on City Motion to Postpone briefing on preliminary injunction; Judge eventually orders defendants to respond by next Tuesday, hearing on	968.00	2.00	1,936.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
	11/16 at 11:00 a.m.				
11/8/2017 201696	Clinton A. Krislov Review Municipal and Fire Funds' mailings to participants.	968.00	0.75	726.00	Billable
11/8/2017 201605	Kenneth T. Goldstein Emails re: Annuitant notice.	660.00	0.50	330.00	Billable
11/8/2017 201607	Kenneth T. Goldstein Status hearing.	660.00	2.00	1,320.00	Billable
11/8/2017 201603	Kenneth T. Goldstein Reply in support of PLA.	660.00	6.00	3,960.00	Billable
11/9/2017 201697	Clinton A. Krislov Work on corrections to and finalizing PLA.	968.00	1.50	1,452.00	Billable
11/9/2017 201599	Kenneth T. Goldstein Research re: Jurisdiction; PLA class cert.	660.00	6.00	3,960.00	Billable
11/9/2017 201602	Kenneth T. Goldstein Reply in support of PLA and Motion for Leave to File Reply.	660.00	6.00	3,960.00	Billable
11/10/2017 201703	Clinton A. Krislov Research jurisdiction of circuit court during appeal.	968.00	2.50	2,420.00	Billable
11/10/2017 201598	Kenneth T. Goldstein Research re: Jurisdiction and PLA.	660.00	8.00	5,280.00	Billable
11/13/2017 201704	Clinton A. Krislov Work on class certification PLA.	968.00	3.00	2,904.00	Billable
11/13/2017 201597	Kenneth T. Goldstein Class Cert. PLA.	660.00	6.00	3,960.00	Billable
11/14/2017 201705	Clinton A. Krislov Receive and review funds' opposition to preliminary injunction.	968.00	3.00	2,904.00	Billable
11/14/2017 201591	Kenneth T. Goldstein Injunction reply brief, research, draft.	660.00	5.00	3,300.00	Billable
11/14/2017 201596	Kenneth T. Goldstein Class Cert PLA.	660.00	6.00	3,960.00	Billable
11/15/2017 201710	Clinton A. Krislov Finalize our reply in support of preliminary Injunction.	968.00	2.00	1,936.00	Billable

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Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
11/15/2017 201590	Kenneth T. Goldstein Draft, edit and file injunction reply.	660.00	2.00	1,320.00	Billable
11/15/2017 201589	Kenneth T. Goldstein Draft and edit class certification and file.	660.00	6.00	3,960.00	Billable
11/16/2017 201714	Clinton A. Krislov Prepare for and hearing on jurisdiction; Judge decides that he has no jurisdiction to order a preliminary injunction.	968.00	2.50	2,420.00	Billable
11/16/2017 201595	Kenneth T. Goldstein Attendance at hearing; clerk rule re: NOA; confer with CAK.	660.00	2.00	1,320.00	Billable
11/17/2017 201593	Kenneth T. Goldstein Confer with CAK, M.M. re: preparing Petition for Leave to Appeal 1.	660.00	0.20	132.00	Billable
11/22/2017 201731	Clinton A. Krislov Ill. Sup. Ct. denies our PLA in no. 122673; communicate with annuitants and plan for going forward.	968.00	3.00	2,904.00	Billable
11/29/2017 201737	Clinton A. Krislov Prepare for and status hearing before Judge Cohen; wants to know our intentions; wants to move things along but seems include only towards subsidy; we make it clear that we're pursuing the funds' obligation to provide coverage.	968.00	4.00	3,872.00	Billable
11/30/2017 201633	Michalene J. McElligott Review transcripts and correspondence relating to City allowing retirees to reenter City's health plan without proof of insurability; provide findings to KTG.	220.00	2.00	440.00	Billable
12/1/2017 201911	Clinton A. Krislov Issues re: deadlines to sign-up with Blue Cross plans.	968.00	1.50	1,452.00	Billable
12/3/2017 201916	Clinton A. Krislov Work on proposal.	968.00	0.50	484.00	Billable
12/4/2017 201924	Clinton A. Krislov Issues re: negotiations; info from funds police	968.00	3.00	2,904.00	Billable
12/6/2017 201930	Clinton A. Krislov Review retiree reports on their situations; work on proposal for 12/13 meeting.	968.00	2.50	2,420.00	Billable
12/7/2017 201934	Clinton A. Krislov Long conference call with John Kennedy regarding what is "doable". Non-qualified medicare people; subsidies; treatment of individuals; plans outside cook county; funds finding plans. Work on proposal.	968.00	2.00	1,936.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
12/8/2017 201918	Clinton A. Krislov Call from Kugler; why are trustees abandoning their annuitants?	968.00	0.20	193.60	Billable
12/10/2017 201938	Clinton A. Krislov Work on proposal for meeting with City and Funds.	968.00	2.50	2,420.00	Billable
12/11/2017 201940	Clinton A. Krislov Call from S. Boeckman; Firemen not interested but municipal will consider our request at their board meeting today; Work on motion to reconsider denial of PLA.	968.00	5.00	4,840.00	Billable
12/12/2017 201943	Clinton A. Krislov Phone call from Sarah Boeckman; MEABF Bd. decided to decline; work on motion to reconsider denial of PLA.	968.00	4.00	3,872.00	Billable
12/13/2017 201947	Clinton A. Krislov Prepare for and attendance at meeting with City and Funds; begin work on city's requested detailed proposal.	968.00	5.00	4,840.00	Billable
12/14/2017 201952	Clinton A. Krislov Resubmission of motion to reconsider denial of PLA.	968.00	1.50	1,452.00	Billable
12/14/2017 201953	Clinton A. Krislov Work on proposal for City and Funds.	968.00	2.00	1,936.00	Billable
12/15/2017 201955	Clinton A. Krislov Work on detailed proposal.	968.00	2.00	1,936.00	Billable
12/16/2017 201956	Clinton A. Krislov Work on proposal.	968.00	1.50	1,452.00	Billable
12/17/2017 201957	Clinton A. Krislov Work on detailed proposal.	968.00	1.50	1,452.00	Billable
12/18/2017 201958	Clinton A. Krislov Advise judge of meeting; formalize and send out proposal.	968.00	2.50	2,420.00	Billable
12/21/2017 201900	Sykes, Kendal Memorandum summarizing Underwood and Korshak decisions.	200.00	7.00	1,400.00	Billable
12/22/2017 201901	Sykes, Kendal Memorandum summarizing Underwood and Korshak decisions.	200.00	4.00	800.00	Billable
12/29/2017 201965	Clinton A. Krislov Email to funds' attorneys seeking support for our PLA. Inquire about meeting and proposal.	968.00	0.60	580.80	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total Billable
1/4/2018 201902	Sykes, Kendal Memorandum summarizing Underwood and Korshak decisions.	200.00	2.00	400.00	Billable
1/9/2018 201904	Sykes, Kendal Memorandum summarizing Underwood and Korshak decisions.	200.00	6.00	1,200.00	Billable
1/11/2018 201908	Sykes, Kendal Memorandum summarizing Underwood and Korshak decisions.	200.00	2.00	400.00	Billable
1/16/2018 201909	Sykes, Kendal Memorandum summarizing Underwood and Korshak decisions.	200.00	6.00	1,200.00	Billable
1/26/2018 202002	Clinton A. Krislov Prepare for and attend hearing regarding merits; report to court on City's not responding; Court orders parties to submit filing by 2/26/18; meet with retirees after hearing; begin work on reports.	968.00	2.50	2,420.00	Billable
2/5/2018 202011	Clinton A. Krislov Calls from retirees in different categories; those who do not qualify for medicare; 55/45 versus COLA; those who do won't want to waive COLA.	968.00	3.00	2,904.00	Billable
2/6/2018 202012	Clinton A. Krislov Call with J. Kennedy re: funds meeting today re: Funds' joint position.	968.00	0.50	484.00	Billable
2/15/2018 202177	Clinton A. Krislov Work on draft submission for March 9.	968.00	2.00	1,936.00	Billable
2/16/2018 202183	Clinton A. Krislov Work on retiree submission.	968.00	4.00	3,872.00	Billable
2/19/2018 202184	Clinton A. Krislov Work on Feb. 26 submission.	968.00	3.00	2,904.00	Billable
2/20/2018 202188	Clinton A. Krislov Work on submission to court.	968.00	2.00	1,936.00	Billable
2/21/2018 202192	Clinton A. Krislov Work on submission to court.	968.00	5.00	4,840.00	Billable
2/22/2018 202194	Clinton A. Krislov Near final work on submission for 2/26.	968.00	3.50	3,388.00	Billable
2/23/2018 202195	Clinton A. Krislov Laborer's request to extend time for submission to court.	968.00	1.00	968.00	Billable

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Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
2/26/2018 202196	Clinton A. Krislov Work on submission.	968.00	6.00	5,808.00	Billable
2/27/2018 202201	Clinton A. Krislov Work on submission; call with Kennedy to get copy.	968.00	4.00	3,872.00	Billable
3/1/2018 202029	Kenneth T. Goldstein Edits to statement and Korshak supplemental statement and segregated protest fund motion.	660.00	5.00	3,300.00	Billable
3/2/2018 202208	Clinton A. Krislov Work on motion for protest fund.	968.00	2.00	1,936.00	Billable
3/2/2018 202209	Clinton A. Krislov Final submission to court.	968.00	2.00	1,936.00	Billable
3/2/2018 202035	Kenneth T. Goldstein Draft motion to create protest fund.	660.00	1.00	660.00	Billable
3/2/2018 202032	Kenneth T. Goldstein Read defendants' submissions.	660.00	2.00	1,320.00	Billable
3/2/2018 202033	Kenneth T. Goldstein Edits re: settlement, file and deliver to court.	660.00	3.00	1,980.00	Billable
3/2/2018 202038	Kenneth T. Goldstein Edits to submission for settling mediation.	660.00	2.50	1,650.00	Billable
3/6/2018 202216	Clinton A. Krislov Work through settlement potential scenarios.	968.00	3.00	2,904.00	Billable
3/6/2018 202042	Kenneth T. Goldstein Motion to create protest fund.	660.00	3.00	1,980.00	Billable
3/7/2018 202220	Clinton A. Krislov Issues in various retiree situations; e.g. non-medicare spouses.	968.00	2.00	1,936.00	Billable
3/7/2018 202043	Kenneth T. Goldstein Motion to create protest fund.	660.00	3.00	1,980.00	Billable
3/8/2018 202050	Kenneth T. Goldstein Confer with Prendergast, CAK re: scheduling.	660.00	0.70	462.00	Billable
3/8/2018 202049	Kenneth T. Goldstein Edit and file motion to create protest fund.	660.00	5.00	3,300.00	Billable

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Retiree Health: Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total Billable
3/11/2018 202056	Kenneth T. Goldstein Email re: FABF w/CAK.	660.00	0.20	132.00	Billable
3/12/2018 202226	Clinton A. Krislov Communications with retirees.	968.00	0.50	484.00	Billable
3/12/2018 202060	Kenneth T. Goldstein Courtesy copy of motion to create protest fund to court.	660.00	0.30	198.00	Billable
3/14/2018 202227	Clinton A. Krislov Prepare submission for court.	968.00	2.00	1,936.00	Billable
3/15/2018 202229	Clinton A. Krislov Prepare for negotiating session with parties.	968.00	6.00	5,808.00	Billable
3/16/2018 202230	Clinton A. Krislov Plans for going forward.	968.00	1.00	968.00	Billable
3/19/2018 202232	Clinton A. Krislov Obtain and analyze park employees case in which Cohen ruled change unconstitutional.	968.00	0.75	726.00	Billable
3/28/2018 202245	Clinton A. Krislov Work on setting up meeting with Lumeris, Mutual of Omaha.	968.00	0.50	484.00	Billable
4/4/2018 202496	Clinton A. Krislov FOIA requests to funds re: communications to participants.	968.00	0.10	96.80	Billable
4/4/2018 202495	Clinton A. Krislov Obtain and review Biedron v. Park Employees Annuity & Benefit Fund in which Cohen found statutory amendment unconstitutional.	968.00	0.50	484.00	Billable
4/9/2018 203661	Kenneth T. Goldstein 383 Reply and appeal.	660.00	6.00	3,960.00	Billable
4/13/2018 202508	Clinton A. Krislov Call with JFK re: possible discussion with L & M; draft and send out email suggesting discussion.	968.00	2.00	1,936.00	Billable
4/21/2018 202526	Clinton A. Krislov No response to our request to sit down with Lumeris & Mutual of Omaha; email to City and Funds.	968.00	0.10	96.80	Billable
4/23/2018 202527	Clinton A. Krislov Responses from City and Funds; trying to make arrangements is proving impossible, no cooperation.	968.00	1.00	968.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
4/26/2018 202532	Clinton A. Krislov Prepare and file Agenda for April 30 hearing: Settlement Negotiations; Funds' Obligation to Provide and Subsidize; Motion for Protest Fund; Class Certification; Audit and Reconciliation.	968.00	0.00	0.00	Billable
4/27/2018 202534	Clinton A. Krislov Receive and review petition to intervene by Local 2 members and big working on response.	968.00	3.00	2,904.00	Billable
4/28/2018 202535	Clinton A. Krislov Email from Kennedy disavowing LABF obligation to provide coverage.	968.00	0.20	193.60	Billable
4/29/2018 202536	Clinton A. Krislov Emails back to Funds re: their obligation to provide plan coverage for their annuitants.	968.00	0.70	677.60	Billable
4/30/2018 202539	Clinton A. Krislov Work on new amended complaint and class certification motion.	968.00	3.00	2,904.00	Billable
4/30/2018 202538	Clinton A. Krislov Status hearing on numerous issues; Settlement - judge won't force mediation; Class Cert - defers again and directs filing new motion; Wants us to file new amended complaint; First waive then agree to file; Motion to require Funds to bring subsidies up to date - Court denies without prejudice; Intervenor motion - schedules briefing.	968.00	2.00	1,936.00	Billable
5/3/2018 202545	Clinton A. Krislov Receive and study 4/30/18 transcript; email to participants.	968.00	2.00	1,936.00	Billable
5/8/2018 202551	Clinton A. Krislov Review and revisions to opposition to intervention by firemen.	968.00	3.00	2,904.00	Billable
5/9/2018 202552	Clinton A. Krislov Work on revisions to opposition to intervention.	968.00	3.50	3,388.00	Billable
5/9/2018 202553	Clinton A. Krislov Work on 4th amended complaint.	968.00	4.50	4,356.00	Billable
5/10/2018 202558	Clinton A. Krislov Work on 4th amended complaint and class certification motion.	968.00	1.50	1,452.00	Billable
5/14/2018 202565	Clinton A. Krislov Work on subsidy fund motion.	968.00	2.50	2,420.00	Billable
5/15/2018 202567	Clinton A. Krislov Work on 4th amended complaint, and new class certification motion and opposition to intervention; call from R. Prendergast re: intervention.	968.00	6.50	6,292.00	Billable
5/16/2018 202572	Clinton A. Krislov Phone call from R. Prendergast regarding Local 2 intervention.	968.00	0.50	484.00	Billable

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Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
5/16/2018 202573	Clinton A. Krislov Work on opposition to intervention.	968.00	2.50	2,420.00	Billable
5/17/2018 202575	Clinton A. Krislov Work on revisions to opposition to intervention.	968.00	4.00	3,872.00	Billable
5/17/2018 202576	Clinton A. Krislov Emails from C. Lamonto re: RHBC.	968.00	0.20	193.60	Billable
5/17/2018 202470	Hubert Zanczak Obtain copies of all cases and statutes in the Motion to Intervene and Response.	200.00	0.60	120.00	Billable
5/18/2018 202581	Clinton A. Krislov Finalize and file opposition to Firemen's motion to intervene.	968.00	3.00	2,904.00	Billable
5/21/2018 202582	Clinton A. Krislov Review city opposition to motion to intervene.	968.00	0.50	484.00	Billable
5/22/2018 202586	Clinton A. Krislov Review Deady reply in support of intervention.	968.00	1.50	1,452.00	Billable
5/22/2018 202585	Clinton A. Krislov Work on motion to compel payment of subsidy and to provide a plan.	968.00	4.50	4,356.00	Billable
5/23/2018 202485	Hubert Zanczak Appearance on Motion to Intervene.	200.00	2.00	400.00	Billable
5/24/2018 202596	Clinton A. Krislov Communication to participants re: motion to compel to provide and subsidize and opposition to firemen's intervention.	968.00	0.20	193.60	Billable
5/29/2018 202600	Clinton A. Krislov Work on class certification motion. Work on 4th Amended Complaint.	968.00	8.00	7,744.00	Billable
5/30/2018 202605	Clinton A. Krislov Work through Korshak final transcript; revisions to 4th Amended Complaint.	968.00	6.00	5,808.00	Billable
5/31/2018 202606	Clinton A. Krislov Work on complaint, spreadsheet layout of Korshak trial.	968.00	4.00	3,872.00	Billable
6/1/2018 202611	Clinton A. Krislov Work on 4th Amended Complaint and class certification motion.	968.00	3.50	3,388.00	Billable
6/1/2018 202682	Kenneth T. Goldstein Draft class certification motion.	660.00	3.00	1,980.00	Billable

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Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
6/1/2018 202683	Kenneth T. Goldstein Edit 4th Amended Complaint.	660.00	6.00	3,960.00	Billable
6/2/2018 202612	Clinton A. Krislov Work on complaint and class certification motion.	968.00	4.00	3,872.00	Billable
6/3/2018 202613	Clinton A. Krislov Work on 4th Amended Complaint.	968.00	3.00	2,904.00	Billable
6/4/2018 202737	Clinton A. Krislov Final revisions for 4th Amended Complaint and Amended Motion for Class Certification.	968.00	2.30	2,226.40	Billable
6/4/2018 202684	Kenneth T. Goldstein Class certification motion.	660.00	3.00	1,980.00	Billable
6/4/2018 202685	Kenneth T. Goldstein Edit and file 4th Amended Complaint.	660.00	6.00	3,960.00	Billable
6/6/2018 202632	Hubert Zanczak Draft four FOIA requests regarding Funds' communications with the City regarding, and any receipt of, the tax levy from the city for financing the statutory healthcare subsidy.	200.00	2.00	400.00	Billable
6/6/2018 202690	Kenneth T. Goldstein Review FOIA drafted by HZ re: levy.	660.00	0.50	330.00	Billable
6/7/2018 202614	Clinton A. Krislov Final revisions to 4th Amended Complaint and adding exhibits and class certification motion.	968.00	5.00	4,840.00	Billable
6/7/2018 202634	Hubert Zanczak Photocopy and mail FOIA requests to the Funds via USPS certified mail, return receipt.	200.00	1.50	300.00	Billable
6/7/2018 202692	Kenneth T. Goldstein FOIA and disclosure.	660.00	0.50	330.00	Billable
6/8/2018 202696	Kenneth T. Goldstein Miscellaneous emails and confer with CAK re: FOIA and disclosure.	660.00	0.50	330.00	Billable
6/12/2018 202699	Kenneth T. Goldstein Prepare for hearing; review briefs.	660.00	1.00	660.00	Billable
6/13/2018 202624	Clinton A. Krislov Prepare for and hearing on Local 2 motion to intervene; Judge denies intervention under 2-804 but grants it under 2-408; gives them until 7/2 to decide whether to adopt our complaint; defers setting briefing on class certification.	968.00	2.00	1,936.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total Billable
6/13/2018 202644	Hubert Zanczak Court appearance and delivery of courtesy copies.	200.00	4.50	900.00	Billable
6/13/2018 202701	Kenneth T. Goldstein Status hearing re: intervention.	660.00	2.50	1,650.00	Billable
6/18/2018 202628	Clinton A. Krislov Work on motion to reconsider grant of intervention and deferral of class certification. Research and drafting.	968.00	3.10	3,000.80	Billable
6/18/2018 202650	Hubert Zanczak Research and memo about court's duty to certify class.	200.00	9.50	1,900.00	Billable
6/19/2018 202630	Hubert Zanczak Draft motion to reconsider.	200.00	7.50	1,500.00	Billable
6/20/2018 202663	Hubert Zanczak Review briefs on obligation to pay subsidies.	200.00	1.00	200.00	Billable
6/20/2018 202662	Hubert Zanczak Edit Motion to Reconsider.	200.00	7.00	1,400.00	Billable
6/21/2018 202664	Hubert Zanczak Finalize drafting motion to reconsider.	200.00	2.50	500.00	Billable
6/22/2018 202753	Clinton A. Krislov Work on reconsideration; research timeliness issue of intervention.	968.00	4.00	3,872.00	Billable
6/22/2018 202669	Hubert Zanczak Research law of the case doctrine.	200.00	2.50	500.00	Billable
6/22/2018 202710	Kenneth T. Goldstein Review reconsideration motion.	660.00	1.00	660.00	Billable
6/23/2018 202591	Clinton A. Krislov Prepare for and hearing on intervention by local 2 firemen; resets hearing for June 13' sets schedule on our motions to provide and subsidize a plan.	968.00	1.00	968.00	Billable
6/24/2018 202754	Clinton A. Krislov Study case transcripts.	968.00	2.20	2,129.60	Billable
6/25/2018 202756	Clinton A. Krislov Work on mend the hold law of the case, and estoppel authority/decisions re: Funds' reversal of position on their obligations to provide coverage.	968.00	5.00	4,840.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
6/27/2018 202676	Hubert Zanczak Research Law of the Case doctrine.	200.00	1.00	200.00	Billable
6/28/2018 202767	Clinton A. Krislov Scheduling issues with J. Naber, agree to extend briefing on subsidy to couple with obligation to provide; doesn't extend our time, no flex. for us.	968.00	0.50	484.00	Billable
6/28/2018 202763	Clinton A. Krislov Work on motion to reconsider intervention; email with Deady.	968.00	2.00	1,936.00	Billable
6/28/2018 202677	Hubert Zanczak Research and draft memo re: party changing position on legal issue.	200.00	6.00	1,200.00	Billable
7/1/2018 202769	Clinton A. Krislov Work on reconsideration of intervention; study cases on timeliness.	968.00	3.00	2,904.00	Billable
7/2/2018 202770	Clinton A. Krislov Work on reconsideration of intervention motion.	968.00	3.00	2,904.00	Billable
7/9/2018 202781	Clinton A. Krislov Deady letter advising that they will adopt our complaint.	968.00	0.10	96.80	Billable
7/11/2018 202785	Clinton A. Krislov Receive and review LABF responses re: healthcare levy.	968.00	1.80	1,742.40	Billable
7/12/2018 202787	Clinton A. Krislov Revisions to motion to reconsider granting Local 2 Fire intervention.	968.00	5.00	4,840.00	Billable
7/13/2018 202790	Clinton A. Krislov Work on motion to reconsider intervention.	968.00	2.60	2,516.80	Billable
7/16/2018 202795	Clinton A. Krislov Finalize our motion to reconsider intervention and scheduling class certification.	968.00	1.00	968.00	Billable
7/17/2018 202881	Clinton A. Krislov Conversation with a UHC representative re: possible coverage.	968.00	0.75	726.00	Billable
7/18/2018 202796	Clinton A. Krislov Contact with UHC re: possible health plan.	968.00	11.00	10,648.00	Billable
7/20/2018 202799	Clinton A. Krislov Prepare for and attend hearing on motion to reconsider intervention. Judge reschedules briefs and hearings on the 4th Amended Complaint and motion to compel and provide subsidy.	968.00	3.00	2,904.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total Billable
7/20/2018 202831	Hubert Zanczak Attend hearing.	200.00	2.00	400.00	Billable
7/30/2018 202891	Clinton A. Krislov Receive and review City's motion to dismiss 4th amended complaint.	968.00	2.00	1,936.00	Billable
8/16/2018 202910	Clinton A. Krislov Prepare re: intervention reconsideration hearing; Judge's clerk calls; won't be available tomorrow, reschedule to 8/24/18 at 10:00 a.m.	968.00	2.50	2,420.00	Billable
8/17/2018 202914	Clinton A. Krislov Obtain and study Dow decision denying FOP intervention in Ill. v. City.	968.00	2.50	2,420.00	Billable
8/20/2018 202916	Clinton A. Krislov Prepare for meeting with corporation counsel.	968.00	2.00	1,936.00	Billable
8/20/2018 202942	Kenneth T. Goldstein Supplemental authority edits and service.	660.00	2.00	1,320.00	Billable
8/20/2018 202943	Kenneth T. Goldstein Sur-reply edits.	660.00	4.00	2,640.00	Billable
8/21/2018 202945	Kenneth T. Goldstein Edits re: sur-reply plan and subsidy; clerk at Appellate Court re: schedule.	660.00	4.50	2,970.00	Billable
8/22/2018 202946	Kenneth T. Goldstein Draft sur-reply.	660.00	3.00	1,980.00	Billable
8/23/2018 202917	Clinton A. Krislov Prepare for and meeting with Ed Siskel with R. Prendergast.	968.00	2.50	2,420.00	Billable
8/23/2018 202949	Kenneth T. Goldstein Meeting with corporation counsel.	660.00	1.50	990.00	Billable
8/24/2018 202918	Clinton A. Krislov Research re: Prendergast accusation of ethics violations for our contacting corporate counsel directly. Threat by RP to take to ARDC.	968.00	5.00	4,840.00	Billable
8/24/2018 202941	Kenneth T. Goldstein Hearing and sur-reply.	660.00	6.00	3,960.00	Billable
8/25/2018 202919	Clinton A. Krislov Review and research RP and JN emails accusing us of ethical violation 4.2 in directly contacting corporation counsel without going through outside counsel. Initial research produces numerous Bar Assn. Ethics rulings that direct contact of in-house counsel of a party (corp. or gov't.) does not violate 4.2.	968.00	4.30	4,162.40	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total Billable
8/26/2018 202920	Clinton A. Krislov Further research and respond to RP and JN.	968.00	3.00	2,904.00	Billable
8/27/2018 202921	Clinton A. Krislov Work on our sur-reply in support of our motion to compel funds to provide and subsidize.	968.00	5.00	4,840.00	Billable
8/27/2018 202940	Kenneth T. Goldstein Edits to sur-reply.	660.00	5.00	3,300.00	Billable
8/28/2018 202924	Clinton A. Krislov Review and revisions to sur-reply in support of our motion to compel funds to provide and subsidize.	968.00	5.00	4,840.00	Billable
8/28/2018 202939	Kenneth T. Goldstein Edits to sur-reply.	660.00	5.00	3,300.00	Billable
9/4/2018 202932	Clinton A. Krislov Work on opposition to motion to dismiss 4th amended complaint.	968.00	6.50	6,292.00	Billable
9/7/2018 203131	Clinton A. Krislov Revisions to response; inquiry from participants; research 304(a) cases.	968.00	3.80	3,678.40	Billable
9/10/2018 202934	Clinton A. Krislov Work on opposition to motion to dismiss; and work on 5th amended complaint.	968.00	6.50	6,292.00	Billable
9/11/2018 202935	Clinton A. Krislov Revisions to our response to motion to dismiss 4th amended complaint and work on 5th amended complaint.	968.00	3.00	2,904.00	Billable
9/12/2018 203140	Clinton A. Krislov Work on motion to reconsider/recuse.	968.00	2.00	1,936.00	Billable
9/12/2018 203139	Clinton A. Krislov Receive Judge Cohen's ruling on our motion to compel funds to provide and subsidize; holds only subsidy protected and dismisses rest of 4th Amended Complaint before receiving our brief in opposition to dismiss. File response with request to vacate.	968.00	5.00	4,840.00	Billable
9/13/2018 203142	Clinton A. Krislov Calls from retirees.	968.00	0.75	726.00	Billable
9/14/2018 202938	Hubert Zanczak Research and memo re: Appellate Court jurisdiction under Rule 304(a).	200.00	5.00	1,000.00	Billable
9/17/2018 203144	Clinton A. Krislov Work on reconsideration motion re; funds' obligation to provide coverage.	968.00	1.50	1,452.00	Billable

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Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
9/18/2018 203146	Clinton A. Krislov Work on motion to reconsider September 12th rulings, Order to bring subsidies current and order funds to complete reconciliation and award fees.	968.00	3.00	2,904.00	Billable
9/18/2018 203622	Clinton A. Krislov Work on motion to reconsider September 12th rulings, Order to bring subsidies current and order funds to complete reconciliation and award fees. (3 hrs total, bill 1/2 to A&R, 1/2 to Underwood)	968.00	1.50	1,452.00	Billable
9/20/2018 203149	Clinton A. Krislov Work on motion to reconsider, modify or enter 304(a) findings and enforce subsidies.	968.00	2.50	2,420.00	Billable
9/21/2018 203150	Clinton A. Krislov Prepare for next Tuesday's (9/25) hearing.	968.00	2.50	2,420.00	Billable
9/25/2018 203151	Clinton A. Krislov Prepare for and attendance at hearing before Judge Cohen on modifying 9/12 ruling (no); 304(a) findings (yes); bring subsidies current (briefing schedule set); protect common fund fees, reconciliation and audit issues fee (wants a petition); Blue Cross Plan (per J.N. will be continued in 2019, rates out 1st week of October); Drafting Orders.	968.00	1.75	1,694.00	Billable
9/25/2018 203623	Clinton A. Krislov Prepare for and attendance at hearing before Judge Cohen on modifying 9/12 ruling (no); 304(a) findings (yes); bring subsidies current (briefing schedule set); protect common fund fees, reconciliation and audit issues fee (wants a petition); Blue Cross Plan (per J.N. will be continued in 2019, rates out 1st week of October); Drafting Orders.	968.00	0.75	726.00	Billable
9/26/2018 203155	Clinton A. Krislov Judge's clerk called; wants to see everyone today at 2:00 p.m.; mediation session and work on proposal.	968.00	3.00	2,904.00	Billable
9/27/2018 203157	Clinton A. Krislov Deal with emails from defendants regarding wording of 304(a) order.	968.00	1.00	968.00	Billable
9/27/2018 203156	Clinton A. Krislov Work on our Settlement Proposal.	968.00	2.50	2,420.00	Billable
10/1/2018 203162	Clinton A. Krislov Work on settlement proposal.	968.00	1.50	1,452.00	Billable
10/3/2018 203237	Clinton A. Krislov Email from Cary Donham re: 5th Amended Complaint and his request to drop LABF.	968.00	0.50	484.00	Billable
10/4/2018 203239	Clinton A. Krislov Cary Donham issue.	968.00	0.75	726.00	Billable
10/8/2018 203167	Clinton A. Krislov City notifies us of BCBS rates for 2019; incredible 50% increases.	968.00	0.50	484.00	Billable

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Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
10/9/2018 203169	Clinton A. Krislov Work on Plan C idea proposing City pay half of cost of Medicare qualification and all of penalty; work on exploration of alternative plans for over 65 non-Medicare persons. Mark Laemmert - Health Compare; would only if Medicare qualified.	968.00	3.00	2,904.00	Billable
10/10/2018 203170	Clinton A. Krislov P. Deady re: filing.	968.00	0.10	96.80	Billable
10/16/2018 203243	Clinton A. Krislov Work on reply in support of our motion to compel funds and city to bring subsidies current.	968.00	2.50	2,420.00	Billable
10/17/2018 203246	Clinton A. Krislov Work on reply in support of our motion to compel subsidies to be brought current.	968.00	6.00	5,808.00	Billable
10/22/2018 203181	Kenneth T. Goldstein Edits to subsidy brief.	660.00	1.00	660.00	Billable
10/23/2018 202852	Clinton A. Krislov Finalize replies in support of class certification and preliminary injunction. Work on opposition to motion to dismiss.	968.00	8.00	7,744.00	Billable
10/23/2018 203183	Kenneth T. Goldstein Research re: Fiduciary Duty; edits to brief and file.	660.00	1.50	990.00	Billable
11/2/2018 203248	Clinton A. Krislov Prepare for and attend negotiating session, then work on revised proposal to City and Funds.	968.00	4.50	4,356.00	Billable
11/2/2018 203374	Kenneth T. Goldstein Prepare for mediation and hearing.	660.00	3.00	1,980.00	Billable
11/5/2018 203249	Clinton A. Krislov Work on settlement proposal.	968.00	3.00	2,904.00	Billable
11/6/2018 203575	Clinton A. Krislov Work on settlement proposal.	968.00	1.80	1,742.40	Billable
11/6/2018 203188	Kenneth T. Goldstein Edit, confer, deliver Demand re: Settlement.	660.00	2.00	1,320.00	Billable
11/7/2018 203576	Clinton A. Krislov Filing Notice of Appeal; receive and study transcript.	968.00	1.25	1,210.00	Billable
11/16/2018 203199	Kenneth T. Goldstein Read city's settlement response; confer with CAK.	660.00	0.50	330.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
11/16/2018 203201	Kenneth T. Goldstein Prepare for clerk status re: briefs and prepare for mediation.	660.00	1.00	660.00	Billable
11/19/2018 203256	Clinton A. Krislov Mediation meeting; City has no desire to negotiate further, Judge calls an end to mediation and schedules briefing on 5th Amended Complaint, class certification and fee petition. Hears report from City on 2013-1 refunds and uncashed checks; no bump above 30%.	968.00	0.50	484.00	Billable
11/19/2018 203205	Kenneth T. Goldstein Mediation; draft orders.	660.00	2.50	1,650.00	Billable
11/20/2018 203258	Clinton A. Krislov Work on appellate brief.	968.00	5.00	4,840.00	Billable
11/20/2018 203376	Kenneth T. Goldstein Edits to Order, prepare letter to court, and deliver to Court and serve defendants.	660.00	1.00	660.00	Billable
11/27/2018 203264	Clinton A. Krislov Calls from annuitants.	968.00	2.00	1,936.00	Billable
11/28/2018 203266	Clinton A. Krislov Work on appellate brief re: providing coverage.	968.00	2.00	1,936.00	Billable
11/29/2018 203267	Clinton A. Krislov Work on appellate brief.	968.00	5.00	4,840.00	Billable
12/5/2018 203272	Clinton A. Krislov Receive and study Judge Cohen's ruling on City's motion to clarify.	968.00	1.50	1,452.00	Billable
12/8/2018 202861	Clinton A. Krislov Work on mandamus to the Ill. Sup. Ct.	968.00	5.00	4,840.00	Billable
12/10/2018 203276	Clinton A. Krislov Work on calculation of amounts for each fund to bring subsidies current.	968.00	1.20	1,161.60	Billable
12/11/2018 203387	Kenneth T. Goldstein Edits re: Ad; miscellaneous re: Ad and notice.	660.00	1.00	660.00	Billable
12/12/2018 203278	Clinton A. Krislov Prepare for and attend hearing on variety of items. Long portion on our motion to order funds to bring subsidies current; present spreadsheet showing Funds assets all in multi-billions vs. \$16.5 million cost to bring subsidies current.	968.00	3.00	2,904.00	Billable
12/12/2018 203382	Kenneth T. Goldstein Hearing.	660.00	3.00	1,980.00	Billable

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Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
12/13/2018 203281	Clinton A. Krislov Work on subsidy spreadsheet with adjustments for Korshak and Windows retirees and refine. Call J. Naber re: K/W carve-out calculation.	968.00	3.00	2,904.00	Billable
12/13/2018 203388	Kenneth T. Goldstein Crt meeting with CAK, R. Prendergast and J. Naber re: Ad and call.	660.00	1.00	660.00	Billable
12/14/2018 203389	Kenneth T. Goldstein Review drafts for ad re: checks.	660.00	0.30	198.00	Billable
12/19/2018 203289	Clinton A. Krislov Work on spreadsheet re: costs to bring subsidies current.	968.00	1.50	1,452.00	Billable
12/28/2018 203577	Clinton A. Krislov Working through subsidy spreadsheet and calculations.	968.00	2.00	1,936.00	Billable
1/2/2019 203301	Clinton A. Krislov Work on appellate brief.	968.00	4.00	3,872.00	Billable
1/3/2019 203303	Clinton A. Krislov Call from Kugler re: calculation fo subsidies.	968.00	0.50	484.00	Billable
1/4/2019 203308	Clinton A. Krislov Work on spreadsheet to calculate subsidy bring-current.	968.00	1.50	1,452.00	Billable
1/8/2019 203312	Clinton A. Krislov Work on appellate brief re: funds' obligation to provide and subsidize.	968.00	3.00	2,904.00	Billable
1/10/2019 203319	Clinton A. Krislov Work on spreadsheet to bring subsidies current.	968.00	1.20	1,161.60	Billable
1/11/2019 203320	Clinton A. Krislov Study City and Funds submissions regarding subsidies.	968.00	2.50	2,420.00	Billable
1/14/2019 203321	Clinton A. Krislov Reviewing City and Funds submissions re: subsidies; work on our reply.	968.00	3.50	3,388.00	Billable
1/15/2019 203322	Clinton A. Krislov Prepare for hearing on 1/16/2019.	968.00	3.00	2,904.00	Billable
1/16/2019 203323	Clinton A. Krislov Prepare for and attend hearing on bringing subsidies current and prospectively permanent. Debrief afterwards; memo to participants.	968.00	4.00	3,872.00	Billable
1/20/2019 203329	Clinton A. Krislov Review transcript.	968.00	1.00	968.00	Billable

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Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
1/21/2019 203327	Clinton A. Krislov Study complaint to determine revisions, if any, needed. Minor typos and insertion of agreement and testimony from Korshak.	968.00	2.50	2,420.00	Billable
1/21/2019 203328	Clinton A. Krislov Work through subsidy spreadsheet with expert and further refine.	968.00	1.50	1,452.00	Billable
1/22/2019 203331	Clinton A. Krislov Revisions to complaint; review revisions to January 16 draft order.	968.00	5.00	4,840.00	Billable
1/23/2019 203332	Clinton A. Krislov Work on Sixth Amended Complaint.	968.00	3.00	2,904.00	Billable
1/28/2019 203588	Kenneth T. Goldstein Sur-reply; letters with defendants and to Court with letter and proposed order.	660.00	4.00	2,640.00	Billable
1/29/2019 203334	Clinton A. Krislov Work on draft orders for 1/16/2019.	968.00	1.50	1,452.00	Billable
1/30/2019 203337	Clinton A. Krislov Work on submission to court.	968.00	2.00	1,936.00	Billable
1/31/2019 203338	Clinton A. Krislov Prepare for hearing on 2/5/2019; focused on subsidies and fees.	968.00	2.50	2,420.00	Billable
1/31/2019 203585	Kenneth T. Goldstein Draft motion re: Record on Appeal.	660.00	0.50	330.00	Billable
1/31/2019 203587	Kenneth T. Goldstein File sur-reply.	660.00	0.50	330.00	Billable
2/1/2019 203586	Kenneth T. Goldstein Edits to and file 6th Amended Complaint.	660.00	1.00	660.00	Billable
2/1/2019 203583	Kenneth T. Goldstein Hearing.	660.00	3.00	1,980.00	Billable
2/1/2019 203584	Kenneth T. Goldstein Filed motion for supplemental record on 304(a) appeal.	660.00	0.50	330.00	Billable
2/2/2019 203582	Kenneth T. Goldstein Emails from defendants and CAK.	660.00	0.50	330.00	Billable
2/4/2019 203470	Clinton A. Krislov Call from M/L over 65+; work on appellate brief.	968.00	3.80	3,678.40	Billable

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Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
2/4/2019 203560	Kenneth T. Goldstein 304(a) Appeal.	660.00	5.00	3,300.00	Billable
2/5/2019 203473	Clinton A. Krislov Retirees call in questions about Medicare; Research class notice stuffer insert.	968.00	4.20	4,065.60	Billable
2/6/2019 203474	Clinton A. Krislov Draft stuffer insert notice letter to Judge Cohen.	968.00	2.50	2,420.00	Billable
2/6/2019 203567	Kenneth T. Goldstein Research re: stuffer notice and draft 304 language.	660.00	2.00	1,320.00	Billable
2/7/2019 203568	Kenneth T. Goldstein Letter to Judge Cohen re: stuffer notice and 304 language.	660.00	2.50	1,650.00	Billable
2/8/2019 203569	Kenneth T. Goldstein Emails re: Cohen letter; confer with CAK. Email re: service w/C. Donham and see, City response.	660.00	1.50	990.00	Billable
2/10/2019 203481	Clinton A. Krislov Work on appellate brief re: provide coverage.	968.00	3.50	3,388.00	Billable
2/10/2019 203559	Kenneth T. Goldstein Emails with city and funds.	660.00	1.00	660.00	Billable
2/11/2019 203558	Kenneth T. Goldstein 304(a) Appeal.	660.00	4.00	2,640.00	Billable
2/12/2019 203483	Clinton A. Krislov Call/conference with S. Boeckman re: notice and form. More of a letter to annuitants. Doesn't include anything re: attorney fees. Ability to receive retroactive on a go forward basis. 1983 and 1985, no subsidy for windows and dependents.	968.00	3.50	3,388.00	Billable
2/12/2019 203557	Kenneth T. Goldstein Notice issue drafts; emails; scheduling; 304(a)	660.00	4.00	2,640.00	Billable
2/13/2019 203476	Clinton A. Krislov Work on notice and form issues; calls with S. Boeckman.	968.00	2.80	2,710.40	Billable
2/13/2019 203477	Clinton A. Krislov Work on appellate brief.	968.00	5.50	5,324.00	Billable
2/13/2019 203556	Kenneth T. Goldstein Letter to Judge re: Order; 304(a) appeal; emails.	660.00	4.00	2,640.00	Billable

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Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
2/14/2019 203478	Clinton A. Krislov Study Alterra v. LABF case; result and docket shows insurance company represented by Deady.	968.00	2.00	1,936.00	Billable
2/14/2019 203554	Kenneth T. Goldstein Alterra docket and complaint; confer with CAK.	660.00	0.70	462.00	Billable
2/14/2019 203555	Kenneth T. Goldstein Motion for extension of time re: 304(a) brief.	660.00	1.00	660.00	Billable
2/14/2019 203553	Kenneth T. Goldstein 304(a) brief; scheduling re: judge is ill.	660.00	4.00	2,640.00	Billable
2/15/2019 203479	Clinton A. Krislov Email and call with Deady re: likely conflict.	968.00	0.75	726.00	Billable
2/15/2019 203480	Clinton A. Krislov Work on appellate brief.	968.00	3.00	2,904.00	Billable
2/15/2019 203552	Kenneth T. Goldstein Read and review complaint and docket in Alterra re: Deady.	660.00	0.70	462.00	Billable
2/15/2019 203551	Kenneth T. Goldstein 304(a) Brief; read city's motion to extend brief; review draft order; scheduling email.	660.00	7.00	4,620.00	Billable
2/18/2019 203482	Clinton A. Krislov Work on retroactive subsidy issues for Municipal and Laborers.	968.00	2.80	2,710.40	Billable
2/18/2019 203436	Kenneth T. Goldstein Edits to motion in opposition to additional time.	660.00	1.00	660.00	Billable
2/18/2019 203435	Kenneth T. Goldstein 304(a) Appeal draft.	660.00	2.00	1,320.00	Billable
2/20/2019 203484	Clinton A. Krislov Prepare for and attend hearing. Judge wants subsidies brought current ASAP and refuses to even permit us to brief issues regarding holdback/escrow.	968.00	3.00	2,904.00	Billable
2/20/2019 203441	Kenneth T. Goldstein Hearing; confer with CAK.	660.00	4.00	2,640.00	Billable
2/20/2019 203440	Kenneth T. Goldstein DQ and emails re: Deady and his response; confer with CAK.	660.00	1.00	660.00	Billable
2/21/2019 203486	Clinton A. Krislov Work on appellate brief re: funds' obligation to provide.	968.00	6.00	5,808.00	Billable

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Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
2/21/2019 203443	Kenneth T. Goldstein Draft Appeal 304(a); confer re: 383; begin motion to disqualify and notice of 2nd 304(a) appeal.	660.00	3.00	1,980.00	Billable
2/22/2019 203534	Clinton A. Krislov Work on fee issue, research supervisory authority of Appellate or Supreme Court.	968.00	3.00	2,904.00	Billable
2/22/2019 203444	Kenneth T. Goldstein Confer with CAK re: 383 and research.	660.00	2.00	1,320.00	Billable
2/22/2019 203445	Kenneth T. Goldstein Edits and review re: notice forms with defendants and CAK.	660.00	2.00	1,320.00	Billable
2/22/2019 203447	Kenneth T. Goldstein Filed and drafted 2nd 304(a) notice of appeal; review docket and ROA.	660.00	2.00	1,320.00	Billable
2/23/2019 203488	Clinton A. Krislov Research 383 Petition/Motion for Supervisory Authority.	968.00	8.00	7,744.00	Billable
2/23/2019 203448	Kenneth T. Goldstein Review 383 rules and research.	660.00	1.00	660.00	Billable
2/26/2019 203408	Kenneth T. Goldstein Draft 383 and research.	660.00	2.00	1,320.00	Billable
2/26/2019 203409	Kenneth T. Goldstein Motion to disqualify Deady.	660.00	2.00	1,320.00	Billable
2/26/2019 203411	Kenneth T. Goldstein Draft notice and order, email.	660.00	2.00	1,320.00	Billable
2/27/2019 203412	Kenneth T. Goldstein Miscellaneous emails re: Enter order.	660.00	0.50	330.00	Billable
2/27/2019 203413	Kenneth T. Goldstein Letter to Court re: Order.	660.00	1.00	660.00	Billable
2/28/2019 203416	Kenneth T. Goldstein Notice of Filing; Notice of Appeal, draft and file.	660.00	0.50	330.00	Billable
2/28/2019 203415	Kenneth T. Goldstein 304(a) Extension of Time.	660.00	0.70	462.00	Billable
2/28/2019 203414	Kenneth T. Goldstein Motion to disqualify Deady.	660.00	2.00	1,320.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
3/1/2019 203418	Kenneth T. Goldstein Miscellaneous with T. Santella; call and email re: Ro and CAK.	660.00	0.40	264.00	Billable
3/1/2019 203419	Kenneth T. Goldstein Motion to disqualify Deady.	660.00	3.50	2,310.00	Billable
3/2/2019 203490	Clinton A. Krislov Vacation week work on Supervisory Motion.	968.00	3.00	2,904.00	Billable
3/2/2019 203489	Clinton A. Krislov Vacation week work on appellate brief.	968.00	6.00	5,808.00	Billable
3/4/2019 203536	Clinton A. Krislov Communications with Retirees re: case.	968.00	0.75	726.00	Billable
3/4/2019 203537	Clinton A. Krislov Work on appellate brief.	968.00	4.25	4,114.00	Billable
3/5/2019 203492	Clinton A. Krislov Work on Motion to Disqualify Deady; work on 383 motion for supervisory order.	968.00	1.50	1,452.00	Billable
3/6/2019 203424	Kenneth T. Goldstein Deady scheduling issue re: hearing date.	660.00	0.30	198.00	Billable
3/6/2019 203426	Kenneth T. Goldstein 383 Motion.	660.00	2.00	1,320.00	Billable
3/6/2019 203423	Kenneth T. Goldstein Motion to disqualify Deady, final edits, file and serve.	660.00	3.00	1,980.00	Billable
3/6/2019 203421	Kenneth T. Goldstein Motion to disqualify Deady.	660.00	4.00	2,640.00	Billable
3/6/2019 203422	Kenneth T. Goldstein Motion to disqualify Deady.	660.00	4.00	2,640.00	Billable
3/7/2019 203493	Clinton A. Krislov Work on 383 motion for supervisory order.	968.00	4.50	4,356.00	Billable
3/7/2019 203428	Kenneth T. Goldstein 2nd 304(a) Docketing Statement; draft and file and request to prepare record.	660.00	2.50	1,650.00	Billable
3/8/2019 203430	Kenneth T. Goldstein Edits to 383 brief.	660.00	1.00	660.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
3/8/2019 203432	Kenneth T. Goldstein Review class certification and motion to dismiss responses from City and Funds.	660.00	1.50	990.00	Billable
3/9/2019 203495	Clinton A. Krislov Study filings by City and Funds re: complaint and class certification; work on replies.	968.00	4.00	3,872.00	Billable
3/10/2019 203497	Clinton A. Krislov Work on Motion for Supervisory Order.	968.00	3.00	2,904.00	Billable
3/11/2019 203499	Clinton A. Krislov Work on opening brief re: appellate case to provide coverage.	968.00	3.00	2,904.00	Billable
3/11/2019 203498	Clinton A. Krislov Work on Motion for Supervisory Order.	968.00	4.00	3,872.00	Billable
3/11/2019 203391	Kenneth T. Goldstein Letter and courtesy copy to Judge Cohen re: Deady disqualification.	660.00	0.50	330.00	Billable
3/12/2019 203501	Clinton A. Krislov Work on 383 Motion for Supervisory Order.	968.00	6.50	6,292.00	Billable
3/13/2019 203544	Clinton A. Krislov Work on appellate brief.	968.00	1.80	1,742.40	Billable
3/13/2019 203394	Kenneth T. Goldstein Motion to Dismiss and Class Certification motions.	660.00	2.00	1,320.00	Billable
3/13/2019 203395	Kenneth T. Goldstein Edits to 383 motion.	660.00	2.00	1,320.00	Billable
3/13/2019 203396	Kenneth T. Goldstein 304(a) Motion re: consolidation of appeals, expedite record.	660.00	3.00	1,980.00	Billable
3/14/2019 203546	Clinton A. Krislov Miscellaneous scheduling issue.	968.00	0.10	96.80	Billable
3/14/2019 203545	Clinton A. Krislov Work on our responses to Motions to Dismiss complaint.	968.00	4.00	3,872.00	Billable
3/14/2019 203397	Kenneth T. Goldstein Scheduling issues.	660.00	0.30	198.00	Billable
3/14/2019 203399	Kenneth T. Goldstein Review motions to dismiss and opposition to class certification briefs.	660.00	1.00	660.00	Billable

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Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
3/14/2019 203398	Kenneth T. Goldstein 304(a) appeal edits and file motion; redo as 4 motions.	660.00	3.00	1,980.00	Billable
3/15/2019 203549	Clinton A. Krislov Work on consolidation of appeals. Work on motion for supervisory order.	968.00	1.50	1,452.00	Billable
3/15/2019 203548	Clinton A. Krislov Work on response to motions to Ddsmiss complaint and reply in support of class certification.	968.00	2.50	2,420.00	Billable
3/15/2019 203404	Kenneth T. Goldstein Scheduling issues; emails.	660.00	0.30	198.00	Billable
3/15/2019 203403	Kenneth T. Goldstein 304(a) Appeal; Order on consolidation; confer with CAK; call to clerk.	660.00	0.50	330.00	Billable
3/15/2019 203402	Kenneth T. Goldstein Edits to 383 motion.	660.00	2.00	1,320.00	Billable
3/16/2019 203405	Kenneth T. Goldstein Emails re: subsidy payments.	660.00	0.30	198.00	Billable
3/17/2019 203506	Clinton A. Krislov Work on response to defendants' motions to dismiss complaint.	968.00	3.50	3,388.00	Billable
3/18/2019 203508	Clinton A. Krislov Work on Motion for Supervisory Order.	968.00	2.50	2,420.00	Billable
3/18/2019 203507	Clinton A. Krislov Work on response to defendants' motions to dismiss and in support of class certification.	968.00	3.50	3,388.00	Billable
3/18/2019 203449	Kenneth T. Goldstein 383 edits and review; confer with CAK.	660.00	0.50	330.00	Billable
3/18/2019 203453	Kenneth T. Goldstein Responses to motions to dismiss and class certification.	660.00	2.00	1,320.00	Billable
3/19/2019 203509	Clinton A. Krislov Work on appellate brief re: obligation to provide coverage.	968.00	5.00	4,840.00	Billable
3/20/2019 203510	Clinton A. Krislov Work on appellate brief re: provide coverage.	968.00	2.00	1,936.00	Billable
3/20/2019 203511	Clinton A. Krislov Work on class certification reply brief.	968.00	5.00	4,840.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
3/20/2019 203456	Kenneth T. Goldstein Work on class certification and response to motions to dismiss; email re: record; cover letter and Order to defendants; deliver to Judge Cohen's chambers.	660.00	6.00	3,960.00	Billable
3/21/2019 203512	Clinton A. Krislov Work to finalize our Class Certification reply.	968.00	2.00	1,936.00	Billable
3/21/2019 203513	Clinton A. Krislov Work to finalize our response to motions to dismiss sixth amended complaint.	968.00	4.00	3,872.00	Billable
3/21/2019 203459	Kenneth T. Goldstein Class certification and motion to dismiss; edits and file.	660.00	3.00	1,980.00	Billable
3/22/2019 203796	Clinton A. Krislov Potion of hearing on 3/22; scheduling.	968.00	0.50	484.00	Billable
3/22/2019 203487	Clinton A. Krislov Work on fee issue, research supervisory authority of Appellate or Supreme Court	968.00	0.00	0.00	Billable
3/22/2019 203442	Kenneth T. Goldstein Edits re: Order and lots of emails re: same.	660.00	1.00	660.00	Billable
3/24/2019 203571	Clinton A. Krislov Work on Motion for Supervisory Order.	968.00	1.50	1,452.00	Billable
3/25/2019 203799	Clinton A. Krislov Work on Motion for Supervisory Order re: subsidies.	968.00	2.25	2,178.00	Billable
3/25/2019 203605	Kenneth T. Goldstein Stipulation, transcript review; call to clerk.	660.00	0.70	462.00	Billable
3/25/2019 203607	Kenneth T. Goldstein Review 383 and edit; confer with CAK.	660.00	1.50	990.00	Billable
3/26/2019 203803	Clinton A. Krislov Transcript issue re: appeal.	968.00	0.20	193.60	Billable
3/26/2019 203802	Clinton A. Krislov Work on Motion for Supervisory Order	968.00	4.25	4,114.00	Billable
3/26/2019 203608	Kenneth T. Goldstein 304(a) appeal; review transcripts for ROA, emails with defendants; confer with CAK re: 383; call with Cook County Clerk.	660.00	2.50	1,650.00	Billable
3/27/2019 203612	Kenneth T. Goldstein 304(a) appeal re: record; 383 edits.	660.00	4.00	2,640.00	Billable

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Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total Billable
3/28/2019 203810	Clinton A. Krislov 304(a) appeal issue.	968.00	0.20	193.60	Billable
3/28/2019 203809	Clinton A. Krislov Research Illinois class cases re: class certification.	968.00	1.50	1,452.00	Billable
3/28/2019 203616	Kenneth T. Goldstein 383; review and edit.	660.00	1.00	660.00	Billable
3/28/2019 203615	Kenneth T. Goldstein 304(a); stipulation and file; call clerk, review transcripts.	660.00	2.50	1,650.00	Billable
3/29/2019 203812	Clinton A. Krislov Review City's motion to dismiss reply.	968.00	0.50	484.00	Billable
3/29/2019 203620	Kenneth T. Goldstein 383 edits.	660.00	5.00	3,300.00	Billable
4/1/2019 203814	Clinton A. Krislov Work on Motion for Supervisory Order.	968.00	1.50	1,452.00	Billable
4/1/2019 203813	Clinton A. Krislov Work on provide obligation brief.	968.00	4.00	3,872.00	Billable
4/1/2019 203652	Kenneth T. Goldstein 383 edits and file; refile with section109; serve.	660.00	3.00	1,980.00	Billable
4/2/2019 203819	Clinton A. Krislov Final work on 383 Motion for Supervisory Order.	968.00	2.00	1,936.00	Billable
4/2/2019 203655	Kenneth T. Goldstein ROA supplement; Motion to dismiss and class certification briefs to court; letter to Judge Cohen; emails with B. Solomon.	660.00	0.90	594.00	Billable
4/2/2019 203656	Kenneth T. Goldstein Read defendants briefs re: motions to dismiss and class certification.	660.00	1.00	660.00	Billable
4/3/2019 203823	Clinton A. Krislov Conference re: strategy in light of new administration coming in; emails and calls with annuitants.	968.00	1.50	1,452.00	Billable
4/3/2019 203824	Clinton A. Krislov Work on Appellate "provide" brief.	968.00	5.50	5,324.00	Billable

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Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
4/3/2019 203657	Kenneth T. Goldstein Confer with CAK re: continue hearing and Appellate brief; review responses from plaintiffs; call with Appellate Clerk.	660.00	1.00	660.00	Billable
4/8/2019 203828	Clinton A. Krislov Call from an annuitant re: subsidies; he was just diagnosed with Stage 4 lung cancer.	968.00	0.60	580.80	Billable
4/8/2019 203829	Clinton A. Krislov Work on hearing suspension/negotiation issue.	968.00	4.00	3,872.00	Billable
4/8/2019 203659	Kenneth T. Goldstein ROA; motion for continuance edits and file; 383 response.	660.00	2.50	1,650.00	Billable
4/9/2019 203833	Clinton A. Krislov Draft S. Ct. reply to City and Funds 383 opposition.	968.00	8.50	8,228.00	Billable
4/10/2019 203662	Kenneth T. Goldstein Motion for extension; 383 Motion; appeal edits.	660.00	5.00	3,300.00	Billable
4/11/2019 203837	Clinton A. Krislov Apportioned time: Present our motion to defer argument, Judge initially agrees, but after City and Cary object, he goes along with them and will hear all three motions on the 18th (reset for Judge's personal issues). We object to hearing class cert at same time as motion to dismiss, violates 2-806 and Due Process to bind class members without notice of proceedings. Research for authority against simultaneous ruling on class cert and merits.	968.00	3.00	2,904.00	Billable
4/11/2019 203665	Kenneth T. Goldstein Part of hearing re: Underwood; record on appeal.	660.00	1.00	660.00	Billable
4/11/2019 203663	Kenneth T. Goldstein 383 motion and motion for extension filings; edits to appeal brief.	660.00	5.00	3,300.00	Billable
4/12/2019 203840	Clinton A. Krislov Filing Appellate motion for extension on brief.	968.00	0.50	484.00	Billable
4/12/2019 203839	Clinton A. Krislov Filing 383 Reply and motion for leave to file.	968.00	1.20	1,161.60	Billable
4/12/2019 203666	Kenneth T. Goldstein Miscellaneous calls and emails re: refiling 383 and motion for extension.	660.00	0.50	330.00	Billable
4/15/2019 203841	Clinton A. Krislov Work on our memo re; interplay of class cert with motion to dismiss complaint.	968.00	2.70	2,613.60	Billable
4/15/2019 203668	Kenneth T. Goldstein Motion to disqualify; 304 record on appeal; follow-up.	660.00	3.50	2,310.00	Billable

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Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
4/16/2019 203669	Kenneth T. Goldstein Memo re: due process, etc.; calls re 304(a) record; letter to court and edits to and filing reply in support of motion to disqualify; confer with CAK re: Underwood fees.	660.00	4.50	2,970.00	Billable
4/17/2019 203844	Clinton A. Krislov Work on memo re: Due Process on Class Cert. vs.seriatim motion to dismiss.	968.00	3.80	3,678.40	Billable
4/17/2019 203672	Kenneth T. Goldstein 304(a) brief and prepare for hearing.	660.00	6.00	3,960.00	Billable
4/18/2019 203845	Clinton A. Krislov Prepare for and hearing on three motions: 1. Disqualify Deady; 2. Class Cert., 3. Motions to dismiss Sixth Amended Complaint.	968.00	5.00	4,840.00	Billable
4/18/2019 203673	Kenneth T. Goldstein Final edits and file 304(a) brief.	660.00	3.00	1,980.00	Billable
4/18/2019 203674	Kenneth T. Goldstein Prepare for hearing; hearing on motion to dismiss, class certification and motion to disqualify.	660.00	6.00	3,960.00	Billable
4/19/2019 203675	Kenneth T. Goldstein Serve file-stamped appellate brief.	660.00	0.10	66.00	Billable
4/25/2019 203755	Kenneth T. Goldstein Lien research; appeal brief.	660.00	1.50	990.00	Billable
4/26/2019 203758	Kenneth T. Goldstein Review city objections re: supplemental memo; confer with CAK; letter re: legislation.	660.00	0.50	330.00	Billable
5/3/2019 203767	Kenneth T. Goldstein See notice and review edits.	660.00	0.50	330.00	Billable
5/7/2019 203773	Kenneth T. Goldstein Review Judge's decisions.	660.00	3.00	1,980.00	Billable
5/8/2019 203853	Clinton A. Krislov Prepare for status on 5/9; put together agenda and suggestions.	968.00	0.60	580.80	Billable
5/8/2019 203779	Kenneth T. Goldstein Review decision; confer with CAK; status agenda report.	660.00	3.00	1,980.00	Billable
5/9/2019 203780	Kenneth T. Goldstein Hearing.	660.00	4.00	2,640.00	Billable

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Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
5/10/2019 203784	Kenneth T. Goldstein Letter to Court with revised notice; review end of transcript for draft order.	660.00	1.00	660.00	Billable
5/13/2019 203786	Kenneth T. Goldstein Class Certification reconsideration.	660.00	2.00	1,320.00	Billable
5/14/2019 203854	Clinton A. Krislov Prepare for and hearing on subsidy payments, fee escrow, and form of notice and claim form. Work on forms of notice and forms, call with S. Boeckman. Work on revisions to class certification reconsideration.	968.00	4.50	4,356.00	Billable
5/14/2019 203787	Kenneth T. Goldstein Status hearing.	660.00	1.00	660.00	Billable
5/14/2019 203785	Kenneth T. Goldstein Reconsideration.	660.00	3.00	1,980.00	Billable
5/15/2019 203788	Kenneth T. Goldstein Class Certification reconsideration edits.	660.00	4.00	2,640.00	Billable
5/16/2019 203856	Clinton A. Krislov Work on subsidy notice and forms.	968.00	3.00	2,904.00	Billable
5/16/2019 203789	Kenneth T. Goldstein Call re: Notice; confer with CAK; calls to Court, scheduling and counsel.	660.00	1.00	660.00	Billable
5/16/2019 203792	Kenneth T. Goldstein Review Motion to Quash; edits re: CAK; motion edits.	660.00	4.00	2,640.00	Billable
5/20/2019 203863	Clinton A. Krislov Work on revisions to motion to reconsider class certification.	968.00	3.10	3,000.80	Billable
5/20/2019 203794	Kenneth T. Goldstein Edits to reconsideration; motion to quash; review notices.	660.00	3.50	2,310.00	Billable
5/21/2019 203865	Clinton A. Krislov Work on revisions to subsidy notices and forms.	968.00	2.50	2,420.00	Billable
5/22/2019 203868	Clinton A. Krislov Conference call, work on forms and notice.	968.00	2.00	1,936.00	Billable
5/23/2019 203874	Clinton A. Krislov Revisions to Seventh Amended Complaint and motion for leave to file.	968.00	5.00	4,840.00	Billable

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Date ID	Professional Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
5/28/2019 203808	Clinton A. Krislov	968.00	2.50	2,420.00	Billable
Receive and study laborers and fire/municipal funds' replies in support of their motions to dismiss 6th amended complaint.					
Total: litigation			4051.45		\$3,326,819.40
TOTAL	Billable Fees		4051.45		<u>\$3,326,819.40</u>

Date ID	Professional Expense	Price Markup %	Quantity	Amount	Total
Activity: \$Transcripts					
3/16/2015 195305	Clinton A. Krislov	372.90	1.000	372.90	Billable
Chicago v. Korshak. Hearing before Hon. Neil H. Cohen. Absolute Reporters.					
10/9/2015 197586	Office	605.15	1.000	605.15	Billable
Absolute Reporters Inv. #10915: Transcript of hearing on 10/5/2015					
10/9/2015 196920	Office	605.15	1.000	605.15	Billable
Absolute Reporters Inv. #10915: Transcript of Hearing on 10/5/2015 before Judge Cohen					
12/22/2015 197605	Office	518.30	1.000	518.30	Billable
Absolute Reporters Inv. 310973; Transcript of hearing on 11/2/2015					
12/22/2015 197606	Office	519.20	1.000	519.20	Billable
Absolute Reporters Inv. #10908; Transcript of hearing on 9/28/2015					
1/5/2016 198555	Office	2248.40	1.000	2,248.40	Billable
Absolute Reporters invoice #11038; Transcript of hearing before Judge Cohen on December 23, 2015.					
7/26/2016 199108	Office	289.00	1.000	289.00	Billable
Absolute Reporters, Transcript of Hearing on 7/6/2016, Inv. #11341					
8/18/2016 198903	Office	356.00	1.000	356.00	Billable
Absolute Reporters Inv. #11392: Transcript of hearing on 8/9/2016.					
8/26/2016 199106	Office	356.00	1.000	356.00	Billable
Absolute Reporters, Transcript of Hearing on 8/9/2016, Inv. 11392					
2/1/2017 200148	Office	392.00	1.000	392.00	Billable
Absolute Reporters Inv. 11456; transcript of hearing on 12/5/2016					
8/11/2017 201230	Office	565.16	1.000	565.16	Billable
Magna Legal Services Inv. 348087; Transcript of Hearing on 7/6/2017					

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Retiree Health:Retiree Health (continued)

Date ID	Professional Expense	Price Markup %	Quantity	Amount	Total
10/31/2017 201623	Office Absolute Reporters Inv. #11947; Transcript of hearing on 10/24/2017.	376.70	1.000	376.70	Billable
1/11/2018 201893	Office 11/16/2017 Transcript of Hearing	153.75	1.000	153.75	Billable
1/11/2018 201892	Office 11/8/2017 Transcript of Hearing	304.80	1.000	304.80	Billable
3/9/2018 202019	Office Absolute Reporters Inv. #12055; Transcript of Hearing on 12/18/2017	291.15	1.000	291.15	Billable
3/9/2018 202020	Office Absolute Reporters Inv. #12094; Transcript of Hearing on 1/26/2018	397.50	1.000	397.50	Billable
6/28/2018 202659	Office Transcript of hearing on 6/13/2018	175.00	1.000	175.00	Billable
8/16/2018 202879	Office Inv. 12283; Transcript of hearing on 6/13/2018.	417.65	1.000	417.65	Billable
8/16/2018 202880	Office Inv. 12351; Transcript of hearing on 7/20/2018.	209.00	1.000	209.00	Billable
10/2/2018 203096	Office Absolute Reporters Inv. 12429; Transcript of hearing on 9/25/2018.	496.50	1.000	496.50	Billable
12/5/2018 203225	Michalene J. McElligott Absolute Reporters, ROP on 10/15/2018	228.00	1.000	228.00	Billable
1/31/2019 203343	Office Absolute Reporters Inv. 12573; Transcript of hearing on 1/16/2019	561.30	1.000	561.30	Billable
2/4/2019 203344	Office Absolute Reporters Inv. 12584; Transcript of Hearing on 2/1/2019	699.50	1.000	699.50	Billable
Total: \$Transcripts					\$11,138.11
Activity: \$Taxi					
7/1/2013 188066	Clinton A. Krislov Chicago. Taxis. June 6-July 5 Bank of America Credit Card.	44.00	1.000	44.00	Billable
7/16/2013 188569	Clinton A. Krislov Taxi to and from meeting.	26.50	1.000	26.50	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Expense	Price Markup %	Quantity	Amount	Total
7/16/2013 188570	Clinton A. Krislov Taxi to and from meeting.	26.50	1.000	26.50	Billable
2/3/2014 190460	Clinton A. Krislov Cab fare to and from meeting with police retirees at Biagios.	27.00	1.000	27.00	Billable
10/7/2014 193240	Clinton A. Krislov Bus fare. Meeting with FOP Board.	4.40	1.000	4.40	Billable
10/15/2014 193255	Clinton A. Krislov Taxi to/from meeting with Retired Police. \$26. \$27.	53.00	1.000	53.00	Billable
1/19/2016 197632	Kenneth T. Goldstein Cab fare to Circuit Court to return ROA.	7.00	1.000	7.00	Billable
2/11/2016 197808	Kenneth T. Goldstein Cab fare to court to return Record on Appeal.	8.00	1.000	8.00	Billable
10/20/2016 199862	Clinton A. Krislov Taxi fare to and from retirees' luncheon at Marcellos.	27.00	1.000	27.00	Billable
7/10/2017 200990	Clinton A. Krislov Taxi to and from meeting with firefighters Local 2.	31.00	1.000	31.00	Billable
Total: \$Taxi					\$254.40
<u>Activity: \$Record/Appeal</u>					
2/10/2016 197810	Kenneth T. Goldstein \$Record on Appeal Fee for preparation of the Record on Appeal.	194.96	1.000	194.96	Billable
9/2/2016 199146	Kenneth T. Goldstein \$Record on Appeal Fees for Records on Appeal.	224.48	1.000	224.48	Billable
10/4/2016 199296	Kenneth T. Goldstein \$Record on Appeal Record on Appeal fee.	373.49	1.000	373.49	Billable
10/21/2016 199413	Kenneth T. Goldstein \$Record on Appeal Fee for Supplemental Record.	297.20	1.000	297.20	Billable
1/7/2019 203235	Office \$Record on Appeal Record on Appeal	3621.00	1.000	3,621.00	Billable
4/2/2019 203651	Kenneth T. Goldstein \$Record on Appeal Supplemental Record on Appeal	44.70	1.000	44.70	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Expense	Price Markup %	Quantity	Amount	Total
Total: \$Record/Appeal					\$4,755.83
<u>Activity: \$Postage</u>					
9/1/2013 190702	Office September 2013	17.40	1.000	17.40	Billable
10/1/2013 190703	Office October 2013	15.50	1.000	15.50	Billable
1/1/2014 191513	Office January 2014 Postage Meter Log	1.72	1.000	1.72	Billable
9/1/2014 194318	Office September 2014 Office Log	58.53	1.000	58.53	Billable
11/1/2014 194359	Office November 2014 Office Log	21.24	1.000	21.24	Billable
12/1/2014 194373	Office December 2014 Office Log	15.68	1.000	15.68	Billable
4/1/2015 195800	Office April 2015 Postage	3.60	1.000	3.60	Billable
5/1/2015 195804	Office May 2015 Postage	2.76	1.000	2.76	Billable
10/1/2015 198693	Office October 2015 postage.	34.40	1.000	34.40	Billable
12/1/2015 198705	Office December 2015 postage.	5.08	1.000	5.08	Billable
12/1/2015 198707	Office December 2015 postage.	0.48	1.000	0.48	Billable
2/1/2016 198713	Office February 2016 postage.	42.30	1.000	42.30	Billable
3/1/2016 198718	Office March 2016 postage.	96.71	1.000	96.71	Billable
4/1/2016 198720	Office April 2016 postage.	87.35	1.000	87.35	Billable

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Date ID	Professional Expense	Price Markup %	Quantity	Amount	Total
5/1/2016 198725	Office May 2016 postage.	22.53	1.000	22.53	Billable
7/1/2016 201038	Office July 2016 postage fees.	12.00	1.000	12.00	Billable
9/1/2016 201041	Office September 2016 postage fees.	40.31	1.000	40.31	Billable
10/1/2016 201046	Office October 2016 postage.	113.52	1.000	113.52	Billable
11/1/2016 201050	Office November 2016 postage.	124.19	1.000	124.19	Billable
12/1/2016 201052	Office December 2016 postage.	113.78	1.000	113.78	Billable
1/1/2017 201053	Office January 2017 postage.	51.60	1.000	51.60	Billable
2/1/2017 201060	Office February 2017 postage.	4.02	1.000	4.02	Billable
3/1/2017 201065	Office March 2017 Postage	54.84	1.000	54.84	Billable

Total: \$Postage					\$939.54
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Activity: \$Photocopying

9/1/2013 190764	Office Photocopying September 2013	0.20	690.000	138.00	Billable
10/1/2013 190765	Office Photocopying October 2013	0.20	3025.000	605.00	Billable
11/1/2013 190766	Office Photocopying November 2013	0.20	960.000	192.00	Billable
12/1/2013 190767	Office Photocopying December 2013	0.20	532.000	106.40	Billable
1/1/2014 191452	Office Photocopying January 2014 Office Photocopies	0.20	425.000	85.00	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Expense	Price Markup %	Quantity	Amount	Total
2/1/2014 191476	Office Photocopying February 2014 Office Photocopies	0.20	12.000	2.40	Billable
3/1/2014 191494	Office Photocopying March 2014 Office Photocopies	0.20	192.000	38.40	Billable
4/1/2014 194182	Office Photocopying April 2014 Office Log	0.20	11.000	2.20	Billable
7/1/2014 194256	Office Photocopying July 2014 Office Log	0.20	1451.000	290.20	Billable
8/1/2014 194280	Office Photocopying August 2014 Office Log	0.20	1059.000	211.80	Billable
9/1/2014 194310	Office Photocopying September 2014 Office Log	0.20	232.000	46.40	Billable
10/1/2014 194336	Office Photocopying October 2014 Office Log	0.20	615.000	123.00	Billable
11/1/2014 194355	Office Photocopying November 2014 Office Log	0.20	47.000	9.40	Billable
1/1/2015 195722	Office Photocopying January 2015 Office Log	0.20	12.000	2.40	Billable
1/21/2015 194023	Clinton A. Krislov Photocopying Advanced Discovery. Photocopying.	176.70	1.000	176.70	Billable
2/1/2015 195736	Office Photocopying February 2015 Office Log	0.20	63.000	12.60	Billable
3/1/2015 195756	Office Photocopying March 2015 Office Log	0.20	30.000	6.00	Billable
5/1/2015 195770	Office Photocopying May 2015 Office Log	0.20	574.000	114.80	Billable
6/1/2015 195783	Office Photocopying June 2015 Office Log	0.20	777.000	155.40	Billable
9/1/2015 198771	Office Photocopying September 2015 photocopies.	0.20	6148.000	1,229.60	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Expense	Price Markup %	Quantity	Amount	Total
10/1/2015 198774	Office Photocopying October 2015 photocopies.	0.20	1191.000	238.20	Billable
10/1/2015 198783	Office Photocopying October 2015 photocopies.	0.20	350.000	70.00	Billable
11/1/2015 198794	Office Photocopying November 2015 photocopies.	0.20	672.000	134.40	Billable
12/1/2015 198803	Office Photocopying December 2015 photocopies.	0.20	2116.000	423.20	Billable
1/1/2016 198807	Office Photocopying January 2016 photocopies.	0.20	8447.000	1,689.40	Billable
2/1/2016 198817	Office Photocopying February 2016 photocopies.	0.20	36.000	7.20	Billable
3/1/2016 198829	Office Photocopying March 2016 photocopies.	0.20	2125.000	425.00	Billable
4/1/2016 198833	Office Photocopying April 2016 photocopies.	0.20	512.000	102.40	Billable
5/1/2016 198846	Office Photocopying May 2016 photocopies.	0.20	1222.000	244.40	Billable
6/1/2016 201352	Office Photocopying June 2016 copy report.	0.20	156.000	31.20	Billable
7/1/2016 201357	Office Photocopying July 2016 copy report.	0.20	421.000	84.20	Billable
8/1/2016 201370	Office Photocopying August 2016 copy report.	0.20	183.000	36.60	Billable
9/1/2016 201376	Office Photocopying September 2016 copy report.	0.20	1058.000	211.60	Billable
10/1/2016 201387	Office Photocopying October 2016 copy report.	0.20	5070.000	1,014.00	Billable
11/1/2016 201399	Office Photocopying November 2016 copy report.	0.20	3099.000	619.80	Billable

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Retiree Health:Retiree Health (continued)

Date ID	Professional Expense	Price Markup %	Quantity	Amount	Total
12/1/2016 201409	Office Photocopying December 2016 copy report.	0.20	12115.000	2,423.00	Billable
1/1/2017 201414	Office Photocopying January 2017 copy report.	0.20	1200.000	240.00	Billable
2/1/2017 201424	Office Photocopying February 2017 copy report.	0.20	402.000	80.40	Billable
3/1/2017 201444	Office Photocopying March 2017 copy report.	0.20	247.000	49.40	Billable
5/1/2017 201457	Office Photocopying May 2017 copy report.	0.20	268.000	53.60	Billable

Total: \$Photocopying \$11,725.70

Activity: \$Parking

6/23/2015 193462	Kenneth T. Goldstein Parking fees; speaking at Retired Chicago Policeman's Association Luncheon at Biaggio's	74.00	1.000	74.00	Billable
8/23/2017 201237	Kenneth T. Goldstein Parking expense for attendance at FOP quarterly event.	29.00	1.000	29.00	Billable

Total: \$Parking \$103.00

Activity: \$Outside-copy

7/9/2013 187975	Clinton A. Krislov \$Outside-Photocopying Outside copying. Retiree Healthcare.	123.74	1.000	123.74	Billable
9/11/2014 193102	Clinton A. Krislov \$Outside-Photocopying September 11, 2014	911.10	1.000	911.10	Billable
9/23/2014 193103	Clinton A. Krislov \$Outside-Photocopying September 23, 2014.	465.00	1.000	465.00	Billable
11/21/2014 193752	Office \$Outside-Photocopying Advanced Discovery	218.55	1.000	218.55	Billable
11/18/2015 197595	Office \$Outside-Photocopying Advanced Discovery Inv. #B161335: brief copying and binding expense.	392.25	1.000	392.25	Billable
12/30/2015 197623	Office \$Outside-Photocopying Advanced Discovery Inv. #B166616: Exhibits copying and binding	910.30	1.000	910.30	Billable

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Date ID	Professional Expense	Price Markup %	Quantity	Amount	Total
3/21/2016 198545	Office \$Outside-Photocopying Appellate brief copying and binding.	658.00	1.000	658.00	Billable
4/26/2016 198564	Office \$Outside-Photocopying Ill. Sup. Ct. Brief copying and binding.	790.00	1.000	790.00	Billable
5/13/2016 198566	Office \$Outside-Photocopying Copying and binding opposition to defendants' motions to dismiss.	174.55	1.000	174.55	Billable
5/13/2016 198567	Office \$Outside-Photocopying Copying and binding appellate reply brief.	171.60	1.000	171.60	Billable
11/15/2016 199632	Office \$Outside-Photocopying Advanced Discovery; copying and binding	1944.00	1.000	1,944.00	Billable
11/28/2016 199687	Office \$Outside-Photocopying Advanced Discovery Invoice #B196214 for brief copying and binding.	998.25	1.000	998.25	Billable
12/2/2016 199686	Office \$Outside-Photocopying Advance Discovery Inv. #B197701 for brief copying and binding.	3708.75	1.000	3,708.75	Billable
1/11/2017 200107	Office \$Outside-Photocopying Advanced Discovery Inv. #B199397; 12/28/2016 Brief copying and binding.	696.60	1.000	696.60	Billable
4/26/2017 200735	Office \$Outside-Photocopying Advanced Discovery Inv. #B207671: Appellate brief copying and binding.	310.50	1.000	310.50	Billable
5/16/2017 200753	Office \$Outside-Photocopying Advanced Discovery Inv. B209035; Appellate brief copying and binding.	683.75	1.000	683.75	Billable
10/15/2018 203097	Office \$Outside-Photocopying Printing and binding motion and exhibits for courtesy copy.	195.34	1.000	195.34	Billable
Total: \$Outside-copy					\$13,352.28
<u>Activity: \$Online Resear</u>					
3/1/2013 186544	Expenses \$Online Research Westlaw March 2013 Price before discount: \$319.66	6.51	1.000	6.51	Billable
8/1/2013 191596	Office \$Online Research August 2013 Westlaw	223.27	1.000	223.27	Billable
9/1/2013 191615	Office \$Online Research September 2013 Westlaw	111.14	1.000	111.14	Billable

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Date ID	Professional Expense	Price Markup %	Quantity	Amount	Total
10/1/2013 191638	Office \$Online Research October 2013 Westlaw	495.31	1.000	495.31	Billable
11/1/2013 191661	Office \$Online Research November 2013 Westlaw	194.49	1.000	194.49	Billable
12/1/2013 191682	Office \$Online Research December 2013 Westlaw	330.92	1.000	330.92	Billable
1/1/2014 191704	Office \$Online Research January 2014 Westlaw	147.61	1.000	147.61	Billable
2/1/2014 191721	Office \$Online Research February 2014 Westlaw	273.40	1.000	273.40	Billable
3/1/2014 191740	Office \$Online Research March 2014 Westlaw	502.72	1.000	502.72	Billable
4/1/2014 191760	Office \$Online Research April 2014 Westlaw	15.44	1.000	15.44	Billable
5/1/2014 191780	Office \$Online Research May 2014 Westlaw	133.64	1.000	133.64	Billable
6/1/2014 194066	Office \$Online Research June 2014 Westlaw Charges	44.30	1.000	44.30	Billable
7/1/2014 194083	Office \$Online Research July 2014 Westlaw	332.32	1.000	332.32	Billable
8/1/2014 194101	Office \$Online Research August 2014 Westlaw	295.16	1.000	295.16	Billable
9/1/2014 194121	Office \$Online Research September 2014 Westlaw	1558.15	1.000	1,558.15	Billable
10/1/2014 194142	Office \$Online Research October 2014 Westlaw	142.84	1.000	142.84	Billable
11/1/2014 194153	Office \$Online Research November 2014 Westlaw	603.39	1.000	603.39	Billable
12/1/2014 194167	Office \$Online Research December 2014 Westlaw	1004.29	1.000	1,004.29	Billable

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Date ID	Professional Expense	Price Markup %	Quantity	Amount	Total
Total: \$Online Resear					\$6,414.90
<u>Activity: \$Office Supply</u>					
3/17/2014 190286	Office Envelopes, labels for letters to class participants.	450.91	1.000	450.91	Billable
Total: \$Office Supply					\$450.91
<u>Activity: \$Messenger</u>					
6/23/2015 195864	Clinton A. Krislov Arrow Messenger Service.	56.50	1.000	56.50	Billable
Total: \$Messenger					\$56.50
<u>Activity: \$Filing Fees</u>					
7/23/2013 188082	Clinton A. Krislov Filing Fees. Underwood. Cook E-File. July 6 - August 6 2013. Bank of America Credit Card.	590.41	1.000	590.41	Billable
4/14/2015 195097	Kenneth T. Goldstein Cook County Filing Fee.	3.95	1.000	3.95	Billable
8/14/2015 196743	Kenneth T. Goldstein Clerk of the Cir. Ct. Cook County. ROA.	110.00	1.000	110.00	Billable
9/9/2015 197508	Clinton A. Krislov Sept. 2015 ABA Visa: US Courts.com	3.95	1.000	3.95	Billable
9/21/2015 197521	Clinton A. Krislov Sept. 2015 ABA Visa: U.S. Courts.com	3.95	1.000	3.95	Billable
10/13/2015 196910	Kenneth T. Goldstein Underwood. \$110: ROA. \$50 App. Ct. Fee. \$3.95 Class Cert filing Fee.	163.95	1.000	163.95	Billable
11/24/2015 197139	Kenneth T. Goldstein Electronic filing fees	7.90	1.000	7.90	Billable
12/15/2015 197602	Office Record on Appeal	582.90	1.000	582.90	Billable
12/29/2015 197278	Kenneth T. Goldstein Filing Fees: 2nd Notice of Interlocutory Appeal	3.95	1.000	3.95	Billable
12/30/2015 197612	Office Illinois Appellate Court: Docketing Fee	50.00	1.000	50.00	Billable

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Date ID	Professional Expense	Price Markup %	Quantity	Amount	Total
12/31/2015 197614	Office Circuit Court Clerk; preparation of the Record on Appeal	110.00	1.000	110.00	Billable
1/15/2016 197633	Kenneth T. Goldstein Filing fee for Reply to reconsideration.	3.95	1.000	3.95	Billable
4/18/2016 198563	Office Illinois Supreme Court docketing fee.	50.00	1.000	50.00	Billable
5/2/2016 200183	Clinton A. Krislov April 2016 BofA: Filing Fees	7.90	1.000	7.90	Billable
8/3/2016 198882	Kenneth T. Goldstein Motion filing fee.	3.95	1.000	3.95	Billable
9/7/2016 199649	Clinton A. Krislov Sept. 2016 BofA	3.95	1.000	3.95	Billable
10/28/2016 199440	Kenneth T. Goldstein Illinois Supreme Court filing fee.	51.18	1.000	51.18	Billable
11/28/2016 199658	Matthew J. Peterson Filing fee.	3.95	1.000	3.95	Billable
12/15/2016 199968	Kenneth T. Goldstein Ill. Sup. Ct. filing fee.	51.18	1.000	51.18	Billable
3/10/2017 200598	Kenneth T. Goldstein Filing fee.	3.95	1.000	3.95	Billable
7/28/2017 201036	Kenneth T. Goldstein Filing fee.	3.95	1.000	3.95	Billable
10/10/2017 201496	Kenneth T. Goldstein Filing fee.	0.00	3.950	0.00	Billable
11/1/2017 201813	Clinton A. Krislov November 2017 BofA Visa	102.88	1.000	102.88	Billable
11/14/2017 201614	Kenneth T. Goldstein Filing fees for jurisdiction memorandum.	3.95	1.000	3.95	Billable
3/13/2018 202062	Kenneth T. Goldstein Filing fees.	7.90	1.000	7.90	Billable

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Date ID	Professional Expense	Price Markup %	Quantity	Amount	Total
6/4/2018 202486	Kenneth T. Goldstein Class Cert Motion filing fee.	3.95	1.000	3.95	Billable
6/4/2018 202487	Kenneth T. Goldstein 4th Amended Complaint filing fee.	3.95	1.000	3.95	Billable
3/1/2019 203738	Clinton A. Krislov March 2019 BofA Visa	154.32	1.000	154.32	Billable
5/10/2019 203795	Kenneth T. Goldstein TRO/complaint filings.	35.22	1.000	35.22	Billable
Total: \$Filing Fees					\$2,127.09
<u>Activity: \$FEDEX</u>					
7/8/2013 187984	Clinton A. Krislov Federal Express. Carolyn Taft Grosboll. Clerk II Sup Ct.	19.32	1.000	19.32	Billable
7/8/2013 187985	Clinton A. Krislov Federal Express. Hon. Rita B. Garman, Sup Ct. of IL.	16.16	1.000	16.16	Billable
8/7/2013 187982	Clinton A. Krislov Federal Express. August 7, 2013. Carolyn Taft Grosboll, Clerk Sup Ct.	33.98	1.000	33.98	Billable
9/17/2014 193122	Clinton A. Krislov Federal Express to Richard J. Predergast	24.13	1.000	24.13	Billable
9/17/2014 193123	Clinton A. Krislov Federal Express to David Seery, Benna Ruth Solomo. Chicago IL	24.13	1.000	24.13	Billable
6/22/2015 195866	Clinton A. Krislov Wayne Underwood.	19.60	1.000	19.60	Billable
12/21/2015 197624	Office Overnight Federal Express delivery to defendants	129.45	1.000	129.45	Billable
1/14/2016 197628	Office Overnight Federal Express service to defendants.	133.97	1.000	133.97	Billable
5/13/2016 198556	Office Overnight federal express to service list on 4/18/2016, invoice 5-397-93484..	153.75	1.000	153.75	Billable
5/18/2016 198651	Office Federal Express briefs to Illinois Supreme Court.	20.36	1.000	20.36	Billable

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Date ID	Professional Expense	Price Markup %	Quantity	Amount	Total
5/26/2016 198654	Office Federal Express briefs to Illinois Supreme Court.	18.17	1.000	18.17	Billable
5/27/2016 198561	Office Overnight delivery to Illinois Supreme Court Clerk's office on 5/12/2016.	20.36	1.000	20.36	Billable
11/15/2016 199625	Office Overnight mail to Ill. Sup. Ct. Clerk.	18.44	1.000	18.44	Billable
11/15/2016 199626	Office Overnight delivery costs.	168.84	1.000	168.84	Billable
12/2/2016 199685	Office Overnight service to Ill. Sup. Ct. Clerk.	68.98	1.000	68.98	Billable
12/8/2016 199684	Office Overnight delivery to defendants.	297.50	1.000	297.50	Billable
12/16/2016 199967	Office Overnight Federal Express, 11/30/2016	57.08	1.000	57.08	Billable
1/11/2017 200108	Office Overnight services of brief	64.61	1.000	64.61	Billable
10/3/2017 201498	Office Overnight federal express; brief and appendix to court and service list.	568.88	1.000	568.88	Billable
11/30/2017 201630	Office Overnight briefs to Ill. Sup. Ct.	40.51	1.000	40.51	Billable
11/30/2017 201631	Office Overnight petition to Ill. Sup. Ct.	42.27	1.000	42.27	Billable
Total: \$FEDEX					\$1,940.49
TOTAL Billable Costs					\$53,258.75

Calculation of Fees and Costs

	Amount	Total
Fees Bill Arrangement: Slips By billing value on each slip.		
Total of billable time slips	\$3,326,819.40	

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Krislov & Associates, Ltd.
Pre-bill Worksheet

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Retiree Health:Retiree Health (continued)

	Amount	Total
Total of Fees (Time Charges)		\$3,326,819.40
Costs Bill Arrangement: Slips By billing value on each slip.		
Total of billable expense slips	\$53,258.75	
Total of Costs (Expense Charges)		\$53,258.75
Total new charges		\$3,380,078.15
New Balance Current	\$3,380,078.15	
Total New Balance		\$3,380,078.15

Professional Summary

Professional	Rate	Hours	Charges	Slip Value	Adjustment
CAK	968.00	2273.80	\$2,201,038.40	\$2,201,038.40	0.00
HZ	200.00	54.60	\$10,920.00	\$10,920.00	0.00
JPO	275.00	4.00	\$1,100.00	\$1,100.00	0.00
KTG	660.00	1670.05	\$1,102,233.00	\$1,102,233.00	0.00
MJM	220.00	7.70	\$1,694.00	\$1,694.00	0.00
MJP	300.00	13.90	\$4,170.00	\$4,170.00	0.00
MRK	660.00	0.40	\$264.00	\$264.00	0.00
SK	200.00	27.00	\$5,400.00	\$5,400.00	0.00

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EXHIBIT 3



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

BETHANY YOUNG and PATRICIA
MCCORMICK,

Plaintiffs,

v.

ALDEN GARDENS OF WATERFORD,
LLC and ALDEN GROUP, LTD.,

Defendants.

Case No. 10 L 13167

Calendar Y

Judge Ronald Bartkowiec

Judge Ronald F. Bartkowiec
ENTERED

JUL 01 2013

ORDER

Circuit Court - 193

The matter before the Court is the Plaintiffs' counsel petition for an award of attorney's fees pursuant to the provisions of 740 ILCS 174/30(3).

The parties in this case agreed to a trial by jury which began on December 3, 2012 and concluded on December 7, 2012. The trial was presented on behalf of two Plaintiffs, Bethany Young ("Young") and Patricia McCormick ("McCormick"), and against two Defendants, Alden Gardens of Waterford LLC ("Alden Gardens") and Alden Group, Ltd ("Alden Group").

The jury rendered a verdict on December 7, 2012 in favor of Plaintiff Young and against Alden Gardens. The jury returned a verdict in favor of Alden Gardens and against Plaintiff McCormick. Alden Group was granted a directed finding by the court. The jury found in favor of Patricia Young and against Alden Gardens only. In sum, Plaintiffs' counsel was successful on behalf of Plaintiff Young and unsuccessful on behalf of Plaintiff McCormick. Plaintiffs' attorney failed to prove any liability against Alden Group.

Plaintiffs' counsel's representation was based upon a contingent fee arrangement with his clients. Counsel kept no contemporaneous time records; however, in support of his petition for attorney's fees, he did submit retroactive time estimates.

The Court's analysis and decisions will be guided by the provision of the Code of Professional Responsibility (RPC 1.5) and the Court's holdings in *Kaiser v. MEPC American Properties, Inc.*, 164 Ill. App. 3d 978 (1st Dist. 1987) and *Wildman, Harrold,*

Allen & Dixon v. Gaylord, 317 Ill. App. 3d 590 (1st Dist. 2000). Both decisions based an award of attorneys' fees on a *quantum meruit* analysis.

According to the Court's records, the trial proceeded as follows.

Selection of the jury commenced and was completed on December 3. The Court's time records indicate jury selection consumed the better part of December 3. No testimony was submitted on December 3. On December 4, 2013 Plaintiffs' counsel presented testimony and Plaintiffs' case-in-chief was completed in the morning hours of December 5, 2012. Both Plaintiffs' counsel and Defendants' counsel were permitted extensive written and oral presentations. Plaintiffs' counsel secured the assistance of additional counsel to assist in his written and oral presentations. On December 6, 2013, there was a conference on jury instructions. The Court kept no time records for the jury instruction conference. No testimony was presented on either December 6 or 7. On December 7, Plaintiffs' attorney used approximately twenty minutes for his closing argument and eight minutes for his rebuttal.

The Court notes Plaintiffs' evidence presentation to the jury involved Plaintiffs' two distinct events with no overlapping testimony from the two Plaintiffs. Furthermore, the Plaintiffs' presentation was supported by the reading of testimony from a deposition and the in-Court testimony of Danette Temple.

The Court allows the following hourly credits for the trial proceedings.

Counsel is given a full day's credit for jury selection and instruction conference (16 hours). In addition, counsel is given the time recorded by the Court for all testimony occurring on December 4 (4 hours), December 5 (2 hours), and December 7 (2 hours) totaling 24 hours. [Total 24 hours.]

Since the parties had to accommodate the Court's docket responsibilities, increasing the total trial hours from 24 to 40 hours is reasonable. Also, the Court recognizes that substantial preparation preceded the presentation at trial and therefore, the Court finds an additional 40 hours for preparation is reasonable. [Total 80 hours.]

~~Prior to trial, parties were required to submit the items listed in the Court's~~ standing order for review. The Court's time records reveal the hearing occupied approximately two hours. The court allows two hours for the time at this hearing and an additional four hours for the preparation of the materials required by the standing order. [Total 6 hours.]

Counsel appeared before the Court for a pre-trial which was unsuccessful and concluded with the entry of a comprehensive scheduling order. The Court finds three hours for attendance and three hours for preparation reasonable. [Total 6 hours.]

Following the filing of the complaint, Defendant Alden Group filed a Motion to Dismiss which the Court denied without a hearing. The Court also required the Plaintiffs

to re-plead the Complaint which the Plaintiffs did soon thereafter. The Court finds five hours for preparation of Plaintiff's response to the Motion reasonable. [Total 5 hours.]

Prior to trial, Defendants filed a Motion for Summary Judgment. Once again the Court ruled without hearing and partially granted the Defendants' motion. The Court notes that the Motion for Summary Judgment was more substantive than the Motion to Dismiss and finds six hours to be reasonable for preparation of Plaintiff's response. [Total 6 hours.]

Finally the Court's time records reveal approximately 11-12 court appearances for status, discovery scheduling, and/or scheduling issues. The court finds two hours for each appearance is reasonable. [Total 24 hours.]

The remaining hours claimed by counsel were primarily administrative including the preparation of the various complaints, interrogatories, production requests, and responding to Defendants' similar requests. Based on a review of these submissions, the Court finds 30 hours to be fair and reasonable. [Total 30 hours.]

Plaintiffs' counsel requests fees for post-trial and Fee Petition hearings. In addition to fees for Plaintiffs' counsel, fees are also sought for additional counsel retained to assist in the presentation of post-trial matters. The Court rejects Plaintiffs' counsel's assertion that additional counsel was necessary and will make no allowance for fees sought for assistance from additional counsel, with the exception of additional counsel's testimony regarding customary hourly attorney rates. Based on the Court's time records, five sessions each lasting approximately two hours is reasonable. [Total 10 hours.]

An additional 20 hours will be awarded for preparation. [Total 20 hours.]

The Court will allow an award of three hours for attorney Krislov's expert testimony regarding customary attorney fees at his \$800/per hour rate. [Total \$2,400.]

The total hours deemed to be reasonable by the Court are 187. This amount makes allowances for counsel's failure to convince the jury on behalf of Plaintiff McCormick and failure to prevail against Alden Group.

The Court received testimony concerning the customary and ordinary rate for attorney services in Cook County for trial and preparation that ranged from \$250/hour for associates to \$550/hour for senior counsel.

The fact that Plaintiffs' counsel did not keep contemporaneous time records but only made a retroactive time record, made it difficult for the Court to determine the senior and associates billing to any degree of certainty. Therefore, the Court believes a blended rate would be fair and reasonable.

The Court accepts counsel's assertion that the billing rate for senior attorneys is \$550/hour and \$275/hour for associate attorneys. After blending those rates, the Court

finds a blended rate of \$412.50/hour to be reasonable. Extending that rate to the 187 hours the Court found to be reasonable results in a fee of \$77,137.50.

To this amount (\$77,137.50) the Court adds the expert testimony fee from Krislov of \$2,400.00, Clerk of the Courts filing fees (\$564.00 + \$80.00 = \$640.00), and Sheriff of Cook County fees (\$120.00 + \$60.00 = \$180) for a total of \$80,357.50 42930

SO ORDERED.

Enter: 

Judge Ronald F. Bartkowicz-193

Judge Ronald F. Bartkowicz
ENTERED

JUL 01 2013

Circuit Court - 193

EXHIBIT 4

original

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

AD

MARTIN RYAN,)	
)	
Plaintiff,)	
)	
and)	
)	
BERNARD MCKAY, WALTER)	
RUCINSKI, JOSEPH COGLIANESE,)	
LOUIS EISEN and MARJORIE)	
O'BRYNE,)	
)	
Intervening Plaintiffs,)	
)	
v.)	No. 83CH 390
)	
)	
THE CITY OF CHICAGO, et al,)	
)	
Defendants.)	

OPINION and ORDER
ATTORNEYS' FEE PETITION

This matter comes on for determination of Clinton A. Krislov's Petition for Attorneys' Fees and Costs incurred in this litigation through January 31, 1992. The petition seeks "an award of (a) \$2.2 Million against the Firemen's Fund, plus (b) \$350,000.00 against the Police, Municipal and Laborers' Funds, plus (c) an additional award against the City in the range of \$455,000-\$682,500 to reimburse the Firemen's Fund, plus (d) an additional fee based on an appropriate percentage of that "additional" award against the City" (Petition for Attorney's Fees & Cost page 1).

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This opinion focuses almost exclusively on the Firemen's Annuity & Benefit Fund because the other city pension funds (Police, Municipal & Laborers) have settled the vast majority of their issues with petitioner Krislov.

HISTORICAL PROSPECTIVE

For years subsequent to January 1979 the Board of Trustees of the Firemen's Annuity and Benefit Fund (Firemen's Fund) sheepishly ignored or carelessly failed to note that the City of Chicago was delaying turn-over and retaining for its own use all interest and income derived from certain pension fund taxes collected and transmitted periodically by the Cook County Collector. "The city's withholding of payment to the pension fund was never due to an inability to pay but, rather, merely concerned (its own) cash flow considerations" (Ryan v City of Chicago 148 Ill. App. 3d 638, 640). Such withholding, for its own benefit, was a procedure of recent origin (Id p 645) notwithstanding the Pension Code's long-standing declaration that the City holds the proceeds "for the benefit" of the Fund (Ill. Rev. Stat. Chap 108 1/2, para 6-165).

This extravagant and willful play of the float adversely impacted on the other three city pension funds as well as the Firemen's Fund and resulted in a multi-million-dollar windfall for the City during the relevant period.

In 1983 this action was filed to halt the practice and to require the City to pay over all interest earned on pension fund tax receipts. This action, the particulars of which are set-out fully in the Appellate Court's opinion (148 Ill. App. 3d 638), was not brought by the Board of Trustees of the Firemen's Fund nor any of the other funds but rather by certain individuals represented by petitioner Krislov. This action was on-going in the trial court for two and one half years and in the Appellate Court for a comparable period without the involvement or participation of the Board of Trustees of the Firemen's Fund.

The complaint, the motions, the arguments, the orders and the appellate briefs all resonate with breach of fiduciary duty claims -- claims which are the unmistakable and universal call to arms for trustees in every setting and yet the Board of the Firemen's Fund never woke-up and never participated in the case in chief or its appeal. So apparent was the City's breach of duty and so obvious was the remedy called for that the Appellate Court kissed-off all arguments to the contrary as "unpersuasive" and "illogical" (148 Ill. App. 3d at 644) on the basis that "the statutory mandate clearly foreshadowed the outcome" (Id at 645).

So inattentive to their trust duties and so lacking in vigilance for the Fund's best interest was the Board of Trustees of the Firemen's Fund that it permitted the city's

Corporation Counsel (attorney for the very same fox who was ravishing their hen house) to represent the Fund through the Appellate Court proceedings -- a more apparent conflict of interest is difficult to imagine. Any notion that the Board of Trustees of the Firemen's Fund was unaware of the case or late in learning of its allegations is dispelled by reference to the Board's own minutes of January 26 and February 23, 1983.

The Appellate Court predictably ordered restitution "of all earnings upon withheld funds, whether retrospective or prospective" (Id p 646), which, for all four pension funds, amounted to \$8.6 million and covered the periods of January 1, 1979 and October 10, 1984. The Appellate Court's additional reversal of the trial court's 30 days' grace period; computation of interest due; the addition of two years subsequent to October 1984; corrections in calculations, and the like resulted in an agreed partial judgment order for \$19,334,131.38 through October 31, 1986.

It was now July 1988, the case was 5 1/2 years old, the Appellate Court opinion had been on file for 22 months and the Firemen's Fund finally ended the conflict of interest noted above by engaging lawyers to represent its interest.

Instead of supplementing and assisting Krislov's efforts against the trust-breaching city administration and joining forces with him to fully implement the restitution ordered by the Appellate Court, late-arriving counsel for the Firemen's

Fund has regrettably focused their attention, skills and efforts on discrediting Krislov, belittling the significance of his results, challenging Krislov's continued involvement in the case, denying fee entitlement, and maximizing the delay and incivility in the resolution of Krislov's attorneys' fee petition.

On July 26, 1988, the plaintiffs filed for attorneys' fees and costs, the parties engaged in discovery and depositions regarding the fee petition and then the matter was continued generally for reasons unknown. This judge inherited case management responsibilities for the matter in December 1990 and the issues of compound interest and this renewed attorneys' fee petition have dominated.

The Firemen's Fund pro rata share of the agreed partial \$19 million judgment is \$2,882,387.30 to which must be added this Court's recent award of compound interest amounting to \$3,098,839.75. Thus the fee petition relates to a Firemen's Fund recovery amounting the \$5.9 million; the petition argues for an increment for what is called the "future benefits"; it advocates calculations either by the lodestar/multiplier approach or the percentage of recovery approach and it asks for an award of \$2.2 million.

A MUGGING OF THE GOOD SAMARITAN

Every judge who has ever been confronted with a contentious attorneys' fee dispute knows that the U.S. Supreme Court's observation that "a request for attorney's fees should not result in a second major litigation" (Hensley v Eckerhart 461 U.S. 424) is more a fervent wish than a courthouse reality. Under the guise of protecting its annuitants and participants from a "greedy" lawyer, the Firemen's Fund has made this fee petition more than a "second major litigation", they have made it a crusade.

Having been shown to be a lap dog for a city administration which was picking the Fund's pocket in order to maintain its own favorable cash flow, the Board of the Firemen's Fund has belatedly turned into a pit-bull, not only biting the hand that fed it \$6 million but willfully inflicting as much additional expense, delay and incivility as possible.

During the two years which this Court has managed the case, counsel for plaintiff has been treated more as an enemy of the Firemen's Fund than as its benefactor, more as an intruder in the case than its architect, more as a nuisance to the Fund than as its single most effective advocate. It is telling to note that none of the other three pension funds have joined the Firemen's Fund in this hard to fathom conduct.

The only plausible explanation for this degree of hostility to plaintiff's counsel, this unrelenting belittlement

of past accomplishments in the case, this heightened incivility and mindless opposition to a reasonable fee is resentment by the Board of Trustees of the Firemen's Fund that this case has exposed that Board as being inattentive and incompetent at best or disloyal and collusive at worst. Wiping one's boots on the napkin does not get egg off your face -- the Firemen's Fund Board of Trustees has egg on its face and its response to that reality is a further embarrassment.

The petitioner's efforts for and on behalf of the Firemen's Fund have now spanned nine years. His energy, persistence and legal scholarship have (1) righted a serious wrong, (2) secured restitution for past misconduct, (3) created a climate which will assure fidelity in transmitting future pension fund tax receipts, (4) delivered a handsome recovery, (5) enhanced that recovery by ferreting out auditing mistakes, (6) secured an award of compound interest, and (7) engaged in collateral litigation so as to protect the benefits gained for the Firemen's Fund. The Firemen's Fund is oblivious not only to these past achievements on its behalf but to this Court's earlier warnings as well. (See Transcript of Proceedings October 7, 1991)

In addition to a stern and public warning that such petty tactics were counterproductive (Id), and in an attempt to bring the Firemen's Fund to its senses, this Court ordered that its 1991 compound interest award (secured through the efforts of

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petitioner Krislov while the Fund's additional counsel looked-on) be held in escrow. This was on the belief that the resultant financial detriment to the Fund (i.e. bank rates v Fund rates) would motivate the Trustees to put their animosity aside. Wrong!!!

For 14 months the Fund has forfeited optimum investment returns on \$3 million in order to drive petitioner's cost of fee recovery up and his ultimate net recovery down. The Fund drives the petition fee recovery down by embarking on a "second major litigation" strategy confident that the time and effort spent by Krislov in pursuit of his fee is not compensable.

FEES IN PURSUIT OF FEES

When the caselaw proclaims that "there is no legal basis upon which to award fees for litigation of the fee petition" (Baksinski v Northwestern University 231 Ill. App. 3d 7, 20) it invites fee proceedings of "massive proportions" (Mills v Eltra 663 F 2d 760, 761) which take on a life of their own and become "the main event rather than the side show" (Id). I say "invites" because the same cases which respect, applaud and bestow societal significance to class-action attorneys, private attorneys general and stockholders who mount derivative suits turn suspicious of those very same vigilantes when they ask for fees. "Hours which do not benefit the class members are to be disallowed" (Fiorito v Jones 72 Ill. 2d 73, 89).

At the fee stage, we are reminded that successful counsel are now "antagonistic" to the class (In Re Armored Car Antitrust Litigation 472 F. Supp. 1357); that fee petitions which will reduce the fund created by the attorney cause a "conflict of interest" (In Re Nucorp Energy Inc. 767 F 2d 655) and that "the trial court becomes the fiduciary for the fund's beneficiaries.....in determining what is a reasonable fee"; (Purdy v Security S & L 727 F. Supp. 1266, 1269). None of these cautionary caveats should work to obscure the reality that fee petitioning counsel is merely seeking equity, i.e. "quantum meruit and the prevention of undue enrichment" (Baksinski v N.U. 231 Ill. App. 3d at 7).

None of these caveats warrant the establishment of an uneven field on which to play-out the issue of a "reasonable fee" -- a field where one side must play for free if he is to play at all. The fee petitioner is seeking equity but is being made to eat the costs involved in getting equity. The petitioner seeks quantum meruit "for the reasonable value of services benefiting the unrepresented" (Leader v Cullerton 62 Ill. 2d 483, 488) but is denied recoupment of unavoidable expenses incurred in this justifiable pursuit. Such a process fails "to keep the balance true" (Snyder v Massachusetts 291 U.S. 97, 122).

A further invitation, indeed an encouragement, to engage in this unproductive, unwarranted and mean-spirited second

level of litigation arises from cases which declare "that the objectors' motives in challenging the fee petition are entirely irrelevant" (Board of Education v County of Lake 156 Ill. App. 3d 1064, 1069). Krislov has not just "found" \$6 million for the annuitants and participants of the Firemen's Fund, he has indeed been made to "foist" it on a Board of Trustees disinterested in his efforts and oblivious to its own conflict in the case. He petitioned for a fee and settled with three of the other pension funds thereby dispelling any notion that he is intractable in his fee demands.

The Firemen's Fund senses the "lose-lose" position into which Krislov, as the petitioner for fees from a common fund, is placed -- i.e. he can let the Firemen's Fund dictate his fee or be buried in non-compensable busy work. Such a rock or hardplace option can have no support in equity. "Time being the lawyer's sole expendable asset" (Mueller v Sloan 33 Ill. App. 2d 205, 207) it is the Fund's strategy to waste as much of Krislov's as possible and to give credence to the old maxim that "no good deed will go unpunished".

In Baksinski the Appellate Court rejected Krislov's argument "that failing to compensate an attorney for such (fee related) work encourages the opponent to engage in extensive "second litigation" to "wear down" attorneys into accepting less than reasonable fees" (231 Ill. App. 3d at 11). Whatever facts were deemed to be lacking in that case to

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establish Krislov's argument of "inequity", those particulars have been more than adequately provided to him by the Firemen's Fund's conduct in this case. "The mere fact that no precedent can be found....is no reason for a court of chancery to shrink from action". (American Re-Insurance v MGIC Investment 73 Ill. App. 3d 316, 325)

The economics of law practice dictate that time be allocated to productive undertakings -- "fees are the lifeblood of the practice of law" (First National Bank of Chicago v Edgeworth 94 Ill. App. 3d 873, 886). Time spent on a common fund fee petition is non-productive because it cannot be compensated. This reality plays right into the hands of a common fund beneficiary who has turned on his benefactor and adopts a strategy to run-the-clock and challenge every alleged hour, task, rate, benefit and contingency. Compensation for an arduous legal victory which created a windfall should not be reduced in proportion to the time and expense it takes to secure it. (Ganey v Garrison 813 F. 2d 650, 652)

Regardless of the Illinois precedent acknowledged above the circumstances of this case are so extreme, the entitlement to a fee so apparent, the challenge by the Firemen's Fund mired so clearly in vindictiveness and the task of carrying the burden of reasonableness over 9 years so heavy and time-consuming that equity dictates Krislov be given credit for the time attributable to the fee petition. In a court of

equity even black-letter law must be made to yield its grip when it can be shown, as here, to lead to inequity and absurd results. "From its earliest origins equity was designed to avoid the rigidity of common law writs and procedures and to adjust itself to the requirements of justice". (Strom v Strom 13 Ill. App. 2d 354, 367) On September 25, 1992 this court entered a preliminary order ("no fees for fees") based on a superficial application of the recent Baksinski case and a myopic view of the Firemen's Fund strategy. Today's expanded analysis of both, and the conclusions recited above, dictate that the Order of September 25, 1992 and its subsequent "clarification" be vacated.

THE FALLING LODESTAR

Eighteen years ago the Illinois Supreme Court signaled its concern that in determining attorneys' fees "the time expended (on the case) not be relegated to a secondary or minor position" (Flynn v Kicharski 59 Ill. 2d 61, 67). Four years later Illinois, following federal caselaw, hooked on to the "lodestar" method of calculating common fund attorneys' fees (Fiorito v Jones 73 Ill. 2d 73). Between those cases the Supreme Court had discredited the computation of fees on a percentage of the recovery basis due to "criticism of the courts and the legal profession" (Leader v Cullerton 62 Ill. 2d 483, 488). The flimsy authority relied on for this alleged "criticism" undermines its probity. It is a fact that the

lodestar/multiplier technique has held sway in Illinois for the past fourteen years but the question is why?

As is the case with most shooting stars, the lodestar has been most prominent in its decline over the years since the Florito case. Today it has been abandoned in common fund cases by the most influential federal appeals courts (Camden I Condo Assoc. v Dunkle 946 F 2d 768, 774; Evans v City of Evanston 941 F 2d 473, 479-80; Weinberger v Great Northern 925 F 2d 518, 526; Brown v Phillips Petroleum 838 F 2d 451, 454; Bebchick v Washington Metro 805 F 2d 398, 407) ridiculed by scholars and repudiated by most commentators. (86 Columbia Law Review 669, 724-25; 42 Md. Law Rev. 215)

Contrary to the Firemen's Fund assertion that the lodestar is "alive and well" (Response to Petition p. 27), the U.S. Supreme Court's June 24, 1992 decision in City of Burlington v Dague (120 L.Ed. 2d 449, 60 L.W. 4717) makes clear that the lodestar was back in the shop for an overhaul and came limping out with its multiplier stripped of the contingency factor in cases where fee shifting statutes are involved. The explicit reason for the Supreme Court's recent tinkering with the lodestar/multiplier method is precisely the same as will be demonstrated herein; i.e. "first and foremost because we do not see how it can intelligibly be applied". (City of Burlington v Dague 60 L.W. 4717, 4719). Whatever on-going vitality lodestar has, outside of Illinois, is limited to an alternate or

optional approach to fee calculations when fee-shifting statutes (not common funds) are involved. (Florida v Dunne 915 F 2d 542, 545; Paul, Johnson, Alston & Hunt v Gaultz 886 F 2d 268, 272)

The lodestar which seems eminently common-sensical on first impression, melts away, sometimes into nonsense, on closer examination. Its illusion of objectivity, which arises from the mathematics of hours times rate, is destroyed by the entirely subjective multiplier which purports to measure the degree of difficulty, the benefit which accrued to the class and the contingent nature of the undertaking. Even the Fiorito court had to acknowledge that there can be "no guidelines for determining what value should be attributed to these considerations" (72 Ill. 2d at 92). It should be no surprise that the Illinois Appellate Court has taken to calling the multiplier "curious" and "unusual" (Waters v City of Chicago 111 Ill. App. 3d 51, 60) and that Congress has explicitly prohibited the multiplier in certain instances (20 USC Sec. 1415 (e)(4)(c)).

That the lodestar method is just as obsolete as it is discredited is made manifest by the Supreme Court's admonition that a multiplier of three was to be the outer limits for this particular star (Fiorito v Jones 72 Ill. 2d at 93). In the face of awards which regularly adopt five as a multiplier, and have even trebled the once barrier three, the restraint on fees

which the Supreme Court envisioned is but a quaint reminder that the past cannot fight the future and win. Indeed, such a hocus-pocus formula has no counterpart in the law or anywhere else in the real world. Lodestar is a classic example of the advertising maxim that "the package sells the product". If, instead of its catchy and intriguing "lodestar" name, it had originally been labeled the "hours times rate method" it never would have endured this long. So much for truth in advertising.

Under the circumstances of this case, any meaningful scrutiny of the hours and the rate components of the lodestar is nigh impossible; we are here concerned with 9 years of legal efforts and more than 5700 billable hours. Neither the lawyers challenging the bona fides of Krislov's time entries nor the Court charged with valuing his efforts were involved during the first six years of the relevant nine-year period. At a minimum the court "must consider the necessity for and the quality of the time spent" and be alert to excise "wasted time or needless duplications" (Leader v Cullerton 62 Ill. 2d 483, 491). Without firsthand observations and on-the-scene experiences this type of analysis of Krislov's petition cannot be done.

The Supreme Court's concern about "sparking criticism of courts" (Leader at 488) would certainly be warranted if tea-leaves, intuition or judicial savvy were seen as the basis

to assay a \$2.2 million fee petition. Courts do not countenance a coin-toss or a lottery when important rights are at stake (Kandalepas v Economou 191 Ill. App. 3d 51; Walker v State Board 65 Ill. 2d 543) -- the courts and the public would likewise look askance at a guessing game. Fees should not be the product of a pretense that the undoable has in fact been done, i.e. that Krislov's 5700 hours have been closely scrutinized, that duplication and fat has been eliminated and that only "quality" time is being compensated. It would take a major leap of faith to see credibility rather than guesswork in such a process -- fact-finding is not guesswork.

"Reasonableness cannot be determined on the basis of conjecture" (Harris Trust v American National Bank 230 Ill. App. 3d 591, 603).

Some of the more apparent obstacles to a credible analysis of Krislov's 9-year-old time and labor entries are:

- 1) At all earlier times this case was presented by Krislov on behalf of all four city pension funds. Allocation of the myriad of entries (research, drafting, conferences, court appearances, etc.) to the Firemen's Fund alone is impossible. Caselaw, nonetheless, seemingly dictates that Krislov is required to present the trial court with evidence sufficient to establish that the hours billed to the (Firemen's Fund) were not duplications of hours billed to other (funds)" (Board of Education v County of Lake 156 Ill. App. 3d 1064, 1072).
- 2) The award must "be made with moderation" (Baksinsky v N.U. at 13) but "the hourly rates

should not be so low as to discourage participation in such cases by highly qualified counsel" (Leader v Cullerton at 492) Apart from the totally subjective analysis implicated by these authorities is the fact that Krislov's 1983 rate is not his 1992 rate. Does the court employ the 1992 rate for all hours approved or his historical rate plus interest for the delay-in-payment factor?? What would be the proper rate of interest and should there be an evidentiary hearing (complete with discovery, etc.) to determine it???

- 3) When, as here, multiple lawyers have participated, the court "must assure itself that the attorneys were not duplicating one another's efforts" (Board of Education v County of Lake at 1073). Not even the precision of hindsight makes this task doable. The arbitrariness of axing hours or tasks which appear to be duplicative is manifest in this case where a second-checking (and therefore a "duplicative review") of audit accounts uncovered a \$16 million transposition of figures which netted an additional 4 million in Fund recovery.
- 4) A determination of skill and standing of the attorneys performing legal services may be based "on personal observation of the attorney in the underlying matter" (Harris Trust v American National Bank 230 Ill. App. 3d 591, 597) however no presently sitting judge has had any observations regarding the underlying matter here.
- 5) "A trial court is not limited to the evidence(???) presented in arriving at a reasonable fee but may also use knowledge it has acquired in the discharge of professional duties to value legal services rendered" (Johns v Klecan 198 Ill. App. 3d 1013, 1022) If guesswork is to be employed then this is the authority to legitimize it.
- 6) A "reasonable amount of research time is compensable (but) exhaustive research is not" (Board of Education v County of Lake at 1073)

An invitation, such as this, to engage in second-guessing demonstrates that even the facial objectivity of the lodestar's hours times rate is subject to subjective manipulation. Is the lawyer who revisits in 1991 that which he looked-up or checked-out in 1983 engaged in duplicative research??

- 7) "Without a ruling on each billing entry.... there can be no way of determining what a reasonable fee might be" (Fitzgerald v Lake Shore Animal Hospital 183 Ill. App. 3d 655, 662). Other cases make clear that a "billing entry" is adequate only when it quantifies "what amount of time was expended on each task....on a given day" (Mass v Priester 205 Ill. App. 3d 1060, 1065). Mindless authorities such as these can be dispatched by reference to the U.S. Supreme Court's observation that "a trial judge's job is difficult enough without senseless make-work" (Wainwright v Witt 469 U.S. 412, 430). Contrast the "each task" and every "billing entry" directive above with the U.S. Supreme Court's common sense acknowledgment that "much of counsel's time will be devoted generally to the litigation as a whole.... Such a lawsuit cannot be viewed as a series of discrete claims". (Hemsley v Eckerhart 461 U.S. 424, 435)

The point is not that a lodestar analysis of 5700 hours is impossible (indeed other courts have done it) but rather that, in this setting, it would be folly because the results of such an undertaking can never hope to achieve credibility. Regardless of the care and diligence committed to the task, the findings could never be based on anything other than conjecture, surmise, intuition or gut feelings. Judge Posner notes that a fee adjustment based on the judge's "gestalt reaction" just "isn't good enough" (In the Matter of

Continental Illinois Securities Litigation 962 F 2d 566, 570).
Indeed, the Illinois Supreme Court has "recognized that the
lodestar-computation method is hardly suited" to every case.
(Lurie v Canadian Javelin Ltd. 93 Ill. 2d 231, 239)

AN ALTERNATIVE TO LODESTAR

Because lodestar findings would be inherently suspect, the
need here is to adopt a fee-setting technique best suited to
the necessities of these unusual circumstances and to the goal
of arriving at a reasonable fee. Such a task has been
described as "the essence of equity jurisdiction (where)
flexibility rather than rigidity has distinguished it".
(Hecht Co. v Bowles 321 U.S. 321, 329)

It cannot be disputed that Krislov's undertaking of this
cause was highly contingent. He brought it as a class action
and prosecuted it throughout as a derivative suit on behalf of
the four city pension funds. He received no support from the
Funds themselves. His adversary was a city administration
which maintains a law department staffed by over 200 lawyers
not known for early cave-ins or generous settlements. The
total hard cash benefit from the litigation is approximating
\$33 million -- a benefit which has been "won" rather than
capitulated in by settlement. The plaintiffs are retired
annuitants in the respective funds which left Krislov in the
unenviable position of carrying or financing the litigation
himself over all these years. Seldom does an attorney need to

engage in satellite litigation, as did Krislov in City v Korchak (87CH 10134), in order to protect the monetary benefit from collateral attack and from being erased as a mere accounting set-off.

These are the kind of relevant considerations which courts have in mind when they acknowledge that "time and labor required in a particular case is not the sole factor to be considered in the quantum meruit equation" (Lee v Ingalls Memorial Hospital 232 Ill. App. 3d 475, 479).

The search for an alternative to the lodestar requires no deep-thinking conceptualizers because it already surrounds us -- indeed it is the engine which powers most of society's risky litigation, i.e. the contingent fee agreement. The public generally, and those in the legal marketplace particularly, are familiar with and have accepted the concept of percentage contingency fee arrangements. From "1885 until 1973 fee awards granted pursuant to a common fund exception were computed as a percentage of the fund" (Camden I Condo Assoc. v Dunkle 946 F 2d 768, 771). Such arrangements are not viewed as the tawdy excesses of a profession's self-interest but rather as the commonplace compensation formula for lawyers who deliver a broad spectrum of today's legal services.

A reasonable fee in equity must represent the "market rate" for attorneys' services. (Beverly Bank v Board of Review 193 Ill. App. 3d 130, 138; Blum v Stenson 465 U.S. 886).

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In determining the "market rate" it's appropriate to use a contingency fee as a benchmark. Indeed a contingency fee has a far greater claim to the "market" than could ever be made for the lodestar -- who has ever seen an American contract which set the fee by the lodestar/multiplier method??

In Kirchoff v Flynn (786 F.2d 320) the court ruled:

"A court's objective is to find the rates prevailing in the community for similar services by lawyers of reasonably comparable skill, experience and reputation. When the prevailing method of compensating lawyers for similar services is the contingent fee, then the contingent fee is the market rate".
(786 F 2d at 324)

The judge who arrives at a percent of recovery fee is engaged in no higher degree of mysticism than the judge who satisfies the lodestar by guessing his way through the time and labor component and then subjectively justifies his multiplier. Both must guard against avarice depleting the common fund, both must reward the attorney for excellence, both must be concerned with the credibility of the award and both must be perceived as having achieved a just result.

"The judicial task might be simplified if the judge and the lawyers bent their efforts on finding out what the market in fact pays not for the individual hours but for the ensemble of services rendered in a case of this character. This was a contingent fee suit that yielded a recovery for the

(Firemen's Fund) of (\$6) million. The class counsel are entitled to the fee they would have received had they handled a similar suit on a contingent fee basis, with a similar outcome, for a paying client" (In the Matter of Continental Illinois Securities Litigation 962 F 2d 566, 572).

As I have gone to pains to explain, this Court selects the percentage fee method not so that "the judicial task might be simplified" (Id) but because the lodestar is unworkable in this case. There is nothing in Justice Ryan's opinion in Leader v Cullerton 62 Ill. 2d 483) to warrant the conclusion that he was exorcising percentage fee awards out of Illinois law. On the contrary, he specifically acknowledges that "some situations may of necessity involve the use of a percentage computation" (Id at 489). This is one of those "situations". Percentage fees remain today as a simple, straight-forward, widely-utilized, easily-understood formula for compensating lawyers who, like Krislow here, take nothing unless they win. This is the case where the lodestar is "hardly suited" (Lurie 93 Ill. 2d 231, 239); where it cannot "intelligibly be applied" (City of Burlington v Dague U.S. Sup. Ct. 6/24/92 60 L.W. 4717, 4719) and where the percentage fee award is demonstrably preferable.

WHAT PERCENTAGE IS REASONABLE?

The Firemen's Fund is not prejudiced or otherwise disadvantaged by the Court's departure from the lodestar/multiplier method and its adoption of a percent of recovery calculation for attorneys' fees. This is not the traditional fee-from-a-common-fund case where the beneficiaries of the common fund are unrepresented, thus making it "incumbent upon the trial court to become the fiduciary for the funds' beneficiaries" (Purdy v Security S & L 727 F. Supp. 1266, 1269). Krislov's role change from the fiduciary who represented the class and created the common fund to a claimant against the common fund has not left him without an adversary. He had the City as an adversary throughout the case in chief, the appeal and the compound interest issue and now he has the Firemen Fund's lawyers as an adversary on the fee issue. Thus there is no need for the judge to "step in and play surrogate client" (In the Matter of Continental Illinois Securities Litigation 962 F.2d at 572) or to force the square lodestar peg into the circular facts of this case.

Krislov is entitled to the fee he would have received had he "handled a similar suit on a contingent fee basis, with a similar outcome, for a paying client" (Id). In simulating the legal marketplace for a case such as this the Court is aided by its knowledge that the fee range is between 33% and 50% in personal-injury suits, always above 35% in condemnation

matters, regularly at 50% for litigating patent infringement claims and between 25% and 50% for collection matters. (Murdy v Edgar 103 Ill. 2d 384, 394 "court may take judicial notice of matters which are commonly known"). These are not the "artificial markets" that the Supreme Court recently found suspect for fee-setting purposes. (City of Burlington v Dague U.S. Sup. Ct. 6/24/92 60 L.W. 4717, 4719).

Those courts which have squarely addressed the question are in agreement that the "benchmark" percentage for a common fund fee award should be 25%; with a low range of 20% (Paul, Johnson, Alston & Hunt v Graulitz 886 F.2d 268, 272) and "an upper limit of 50% of the fund" (Camden I Condo. Assoc. v Dunkle 946 F.2d 768, 774). The standard for a reasonable fee is that it be such as would "attract competent counsel" (Delaware Valley II 483 U.S. 711, 737). It would defy reality to suggest that any lawyer would take-on a case such as this with its array of foreseeable obstacles for less than one-third of the recovery:

- 1) a suit against the City of Chicago challenging its revenue collecting or disbursement procedures is virtually guaranteed to require a "career" commitment. In addition to the subject case, see also Kinzer v City of Chicago 128 Ill. 2d 437 and Niles v City of Chicago 201 Ill. App. 3d 651 both of which are a decade old and "still going, and going, and going".
- 2) a suit where the necessary but inflammatory "breach of trust" allegations will make settlement impossible.

- 3) a suit where development of the facts requires identification and tracing of the movement of funds on a daily basis within the labyrinth of City accounts and the calculation, over many years, of the time delay between receipt and actual payment into four separate Funds.
- 4) a suit where the Funds on whose behalf the action is brought withhold both pro forma support and superficial encouragement.
- 5) a suit when the necessary accountants, auditors and number-crunchers will not defer billing until after judgment.

"The percentage basis method is grounded in tradition" (Paul, Johnson, Alston & Hunt v Gaultz 886 F. 2d 268, 272) and when the "market" acknowledges that 33 1/3 percent is the "prevailing" rate for a contingent undertaking the courts do not hesitate to affirm (Bandura v Orken 865 F. 2d 816, 823).

A society which deals uncritically with 33 1/3 percent fee awards from the results of risky and uncertain litigation will have no difficulty in accepting such a rate where the total fees (i.e. today's fees added to the fee settlement with the other three Funds) will approximate 13%. (Brown v Phillips Petroleum 838 F 2d 451, 455 "cases demonstrate that 16.5% is clearly within the range deemed reasonable"). Nor can the Firemen's Fund be heard to protest that the other Funds (Municipal Employees, Laborers, Police), which settled the fee issue, paid proportionally less.

The Firemen's Fund's brief reminds the court that Krislov has already been paid handsomely (\$2.2 million) for his efforts by reason of the fee settlement he worked-out with the other three funds. The notion that the fee due from the Firemen's Fund, after an adversary blood-letting, should somehow be correlated to what Krislov accepted after negotiations with three other funds more than two years ago a pure whimsy.

That earlier settlement stands only as evidence that Krislov has always been ready to compromise his claims. Those hassle-free dollars and the percentage they bear to the total benefit achieved are irrelevant to the "market value" of Krislov's efforts or to any judicial determination of a "reasonable" fee. The Firemen's Fund cannot sit on the sidelines, watch the other three funds haggle and bargain Krislov down and then use that result as some kind of exposure-ceiling while they challenge and litigate every other component of the fee. As in poker, the Firemen's Fund can only play its own hand; the fact that others have folded merely narrows the game but does not change the rules.

Equally unwarranted, for purposes of fee entitlement, is the Firemen's Fund's contention that this Court is somehow bound by the 14.96% which the four Funds agreed among themselves was the Firemen's Fund's entitlement to any benefit conferred. How the Funds decide to cut-up their windfall, of course, has no application to the issue of fees and the fact

that three of the four Funds have settled this issue negates any need to factor-in proportionality among the Funds.

The rule of proportionality between the fee and the award is discussed extensively in Riverside, Calif. v Rivera (477 U.S. 561) and rejected in all situations by four justices. (See also Di Filippo v Morizio 759 F. 2d 231; Cowan v Prudential Ins. Co. CA 2 6/12/91 60 L.W. 2002). If, however, proportionality were to be given utility in this fee-setting undertaking (and the Firemen's Fund expert apparently believes it should) it is useful in demonstrating that the \$2.2 million fee received heretofore is a modest 6.8% of the total \$32 million benefit conferred.

A 33 1/3 percent fee (i.e. \$1,993,742.35) from the \$5,981,227.05 benefit conferred on the Firemen's Fund is warranted and well within the range established both by caselaw and local custom. For comparative purposes only, this result approximates the following lodestar/multiplier calculations: 5000 hours (no credit for Mr. Cusak and 10% time disallowance) x \$175.00 rate (as proposed by the Firemen's Fund expert p 37 & 38) x a 2.1 multiplier. Each of these components is amply supported by this record. With such an award for "excellent results" (Hensley v Eckerhart 461 U.S. 424, 435) on behalf of a class of over 82,000 fund members, Krislov's total fee becomes knowable (\$4,193,742.35) and by every standard that total sum

is not extravagant -- it is a modest 13% of his \$32 million victory.

FEES MUST RELATE TO BENEFIT

The wildly divergent and subjective fee possibilities which can be justified by applying the Illinois authorities, ridiculed at pages 16, 17 & 18 above, is sufficient cause for a trial court to seek a more rational approach. The Federal caselaw authority on the subject of fees from a common fund is vast, enlightening and still developing. The Illinois Supreme Court did not discover the lodestar; it merely adopted it from federal jurisprudence (Lindy Brothers Builders v American Radiator 487 F. 2d 161). The Lindy case was already five years old before Fiorito brought Illinois under its influence. In the years since Fiorito, while Illinois has walked lockstep in lodestar's footprints, the federal courts have recognized lodestar's severe limitations, its oft-times unworkable analysis and the vast "second level" of litigation it has generated. The Third Circuit's Task Force Report recommends "that district courts.....should attempt to establish a percentage fee" (108 FRD 237, 246-9) so as to "avoid the deficiencies of the (lodestar) process" (Id at 256). Other federal circuits have cited the Task Force Report with approval and have adopted its findings in common fund cases. In

contrast, the Illinois Supreme Court has not revisited the issue for fourteen years.

In a unified court-system the law need not always flow down from courts of appellate review. Indeed, when warranted the trial court is duty bound to exercise initiative, explore innovation and articulate a new direction (People ex rel Hartigan v ICC 148 Ill. 2d 348, 404 "the circuit court laid the groundwork for the type of equitable refund which we later validated"). It is the trial court's superior vantage point which justifies the deference accorded to its fact-finding responsibilities (In Re Clarence T.B. 215 Ill. App. 3d 85, 100). So also, when the trial court is called upon to apply a formula conceived in the sterile laboratory of appellate review, the judge, operating in the real-world, must be free to demonstrate its shortcomings and advocate change. The system must be open and receptive to his experiences and frustrations in trying to work his way through a formula demonstrably unworkable.

In common-fund cases it is the "benefit conferred" by the lawyer and not the hours he spent which should primarily drive the fee-setting mechanism -- "the monetary results achieved predominate over all other criteria" (Camden I Condo Assoc. v Dunkle 946 F. 2d 768, 771). Common fund cases are always contingent so there can never be a fee without a benefit -- the lawyers know that going-in.

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If the benefit to the unrepresented class is great it should be of secondary consideration whether it was produced as a result of weeks, months or years of legal effort. If the benefit is great it should be irrelevant whether the lawyer is experienced and highly regarded locally or one whose rate of compensation reflects his/her recent law school graduation. If the benefit is great the task of indexing hours spent on research, conferences, drafting and court appearances is mere busy-work because no one cares -- especially the class members, none of whom took the initiative for themselves and all of whom have reaped that which otherwise would never have come their way.

On the other hand, if the "benefit conferred" is small then that disappointing result should similarly dictate the attorneys' fee potential regardless of the time spent or degree of difficulty involved in generating the result. A court whose focus is on the benefit conferred is far better positioned to address the fee issue in those cases where the class recovery is in terms of cents-off-coupons redeemable at the grocery store or other token, non-monetary recoveries.

In the result-oriented world of class actions and common fund litigation the lawyer who wins-nothing gets nothing, and no one sheds a tear about his hours, rate, contingency factor or selfless advocacy of the claims of others. So also when the lawyer's victory is measurable in terms of a token recovery it

should win for him a return commensurate with the benefit bestowed and not one related to the time and effort devoted to generating that inconsequential outcome. The elephant who gives birth to an ant has little to trumpet about and most will agree that both the courts and the profession are made to look foolish and self-serving when the class members get coupons and the lawyer gets rich. A meaningless class benefit which is rewarded with a paltry fee will send a clear message that some suits ought not be litigated (In Re Hotel Telephone Charges 500 F. 2d 86, 91); such a therapeutic result is unattainable from the hours-times-rate formula of lodestar.

FUTURE BENEFITS DISALLOWED

It may be open to debate as to whether Krislov's legal advocacy was dazzling or dull; whether his hours are extravagant or modest; whether his 1983 rate, his 1991 rate or some blended rate should be applied; whether the issues in the case were complex or simple, but it is not open to debate that the benefactors of his labor have been enriched by \$32 million and that the Firemen's Fund has \$6 million it otherwise would never have seen.

This is the measure of the benefit with which we are dealing for purposes of this fee petition. Krislov argues that his victory has embedded long-range and favorable monetary consequences for each of the Funds and that those consequences can be calculated and should be rewarded as "future" benefits.

Exhibit E to the Fee Petition calculates the present value of future benefits at an additional \$42.6 million.

It is true that

- 1) Every wrong that is righted has a ripple effect for good into the future.
- 2) Every money-fetching scam that is halted buys time until another is perpetrated.
- 3) Every fiduciary whose loyalty is rehabilitated serves thereafter with heightened fidelity.
- 4) Every dollar not misappropriated today has theoretical earning power in perpetuity.

These are but some of the intangible "future benefits" a litigation victory may generate, but these "feel good, be happy" consequences are not the stuff out of which attorney's fees may be drawn. Nor is the fact that the City's play of the float would likely have continued for additional years cause to add an enhancer to a benefit now defined by hard cash. The "future benefit" component proposed in the Fee Petition is denied.

PUNITIVE AWARD AGAINST THE CITY DISALLOWED

Notwithstanding the hostile position which the Firemen's Fund has taken as to his Fee Petition, Krislov nonetheless demonstrates his continuing fidelity to the Fund's best interest by petitioning for a "breach of fiduciary duty" award of not less than \$455,000 against the City of Chicago. If such

an award were to be granted to the Fund it would serve as a set-off against the Fund's fee obligation to Krislov. It is telling to note that the Firemen's Fund's brief does not join or adopt Krislov's pursuit of such an award against the City. Apparently the Fund cannot bring itself to join Krislov even when the Fund itself would be the beneficiary.

As discussed earlier, the City not only held the Funds' money but invested it for its own benefit. Under customary trust law such a self-serving breach of duty would clearly warrant judicial removal of the trustee. However, the City's status as trustee is imposed by statute and thus customary sanctions/safeguards are unavailable.

A breach of trust award here would be without a statutory predicate and would assume all of the indicia of punitive damages because caselaw makes clear that "attorney's fees cannot be awarded as a separate entity distinct from punitive damages". (Glass v Burkett 64 Ill. App. 3d 676, 683) The City, of course, has immunity from punitive damages (Ill. Rev. Stat. Ch. 85 Para. 2-102) and therefore, at oral argument, Krislov characterized this as a "surcharge" necessary to achieve the goal of full restitution and not a penalty of any kind. The goal of full restitution has been satisfied by this Court's October 31, 1991 Order which granted the Fund all of the dollars it could have earned rather than merely the dollars the City had in fact earned. Any further amount would clearly

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be a penalty. (George v CTA 58 Ill. App. 3d 692, 693) This element of the Fee Petition is denied.

FEEES AGAINST THE OTHER THREE FUNDS

Krislov has petitioned for \$286,229.00 against the Municipal Employees, Laborers and Police Pension funds ("the other three Funds") for services performed on their behalf subsequent to the \$2.2 million attorney's fee settlement.

The settlement (November 30, 1990) was part of a larger stipulation whereby the City and the other three funds resolved pending issues in exchange for \$10,383,122.60; which, of course, was in addition to the \$19,324,131.38 judgment of February 15, 1989. In that Stipulation Krislov agreed "not to petition for any additional attorney's fee against the settling funds for work performed in this case prior to May 22, 1990" (Stipulation p 5 para (b)).

As a common fund case all of Krislov's fees must be drawn from funds "brought into the court" through counsel's efforts. (Hamer v Kirk 64 Ill. 2d 434). There is no evidence, nor even a claim, that any additional funds have been brought into court for the benefit of the other three Funds subsequent to May 22, 1990. The stipulation did not convert Krislov's status into an hourly-rate attorney whose "efforts" were to be reimbursed regardless of whether or not they generated more "benefit".

The petition for fees against the Municipal Employees, Laborers and Police Pension Funds is denied.

FIREMEN'S FUND'S RESPONSE

In addition to a full briefing schedule, the parties stipulated on November 30, 1992 to present the testimony of their respective experts by affidavit and/or deposition transcripts and to argue their positions orally on the hearing date. I have reviewed the material submitted, acknowledge that some of the deposition testimony would not be admissible and rely on the established rule that a judge acting without a jury is presumed to consider only competent and relevant evidence. (People v Puhl 211 Ill. App. 3d 457, 472; People v Robinson 197 Ill. App. 3d 1012, 1016).

The Firemen's Fund's response to the fee petition, and the affidavit and deposition testimony of its fee expert, posits as its initial premise that Krislov is entitled to no fee whatsoever. Having lost the "no common fund" argument years ago before Judge Shields and having heard this court declare repeatedly that there would be a fee award it is hard to view this position as anything but a "for the record" tongue in cheek exercise.

Alternatively, the Fund argues that if a fee is to be awarded to Krislov it should not exceed \$163,616.72. The Fund's expert acknowledges that 3683 hours were of benefit to the Firemen's Fund (Affidavit p 26 & 41) which, given the fee proposed, would calculate out to a rate of \$44.42 per hour.

Such a figure may speak eloquently as to the Fund's lack of regard for Krislov but it has no foundation in reality.

The Fund continues its flight of fantasy by ignoring the \$3.1 million compound interest awarded herein by earlier order. Instead it limits its focus "to the \$2.8 million the Firemen's Fund actually received" (Response p 16 & Affidavit p 20). Such a position is entirely inconsistent with the Fund's earlier opposition to the City's motion to certify the compound interest award order. The avoidance of piecemeal appeals was the express basis for that Rule 304 (a) denial; consistent therewith the compound interest benefit of \$3.1 million must be considered within the scope of this attorneys fee exercise.

The affidavit of the Firemen's Fund's fee expert is greatly impeached by reason of his own fee petitions in other cases. In those filings, and in his deposition testimony regarding the same, it can be seen that he engages in all or most of the practices for which he now faults Krislov and has made argument to the court which is diametrically opposed to the legal guidance he purports to give herein. The expert's affidavit and testimony is entitled to scant weight.

This not to say that there is no redeeming value to be found in the firemen's Fund's response. On the contrary, the fee expert's 46 page affidavit graphically demonstrates all of the lodestar flaws I have tried to expose herein -- its total dependence on second guessing, hindsight, quirky logic,

condescension and subjectivity. It makes clear that the lodestar is really a UFO -- completely untrackable and credible only in the eyes of those with a lively imagination.

CONCLUSION

Prior to 1974 (Flynn v Kucharski 59 Ill. 2d 61) Illinois courts "had customarily adopted the practice of considering the fee as a percentage of the amount recovered" (Leader v Cullerton 62 Ill. 2d 483, 488). In 1978 Illinois was brought into the lodestar camp by reason of the Fiorito holdings (72 Ill. 2d 73). A simple reading of those cases make clear that the change from percentage fees to lodestar fees was not the product of our Supreme Court's scholarly analysis, innovation or legal trail-blazing but rather the result of aping that which was going-on in the federal system. (Fiorito v Jones 72 Ill. 2d at 89)

The Federal jurisprudence of common fund attorneys' fees began in 1885 (Central Railroad v Pettur 113 U.S. 116, 127-8) and for the next eighty-eight years such fees were set by the percentage of recovery method. In 1973 the lodestar was first adopted in Lindy I (487 F 2d 161, 167-8).

"the U.S. Supreme Court has never formally adopted or authorized the Lindy lodestar in the context of a common fund fee award. Indeed every Supreme Court case addressing the computation of a common fund fee award has determined such fees on a percentage of the fund basis

(citations)". (Camden I Condo. Assoc.
946 F 2d 768, 773)

For our purposes, it is critical to understand that the Lindy lodestar was the product of the Third Circuit Court of Appeals and that a Task Force of that same Third Circuit, twelve-years later (1985), specifically and emphatically rejected the lodestar in common fund cases. That Report (108 FRD 237) fully exposed the great distinction between policies and rationale supporting common fund fee awards versus statutory fee-shifting awards. It concluded by finding that the lodestar approach was not suited to common fund cases and recommended a return to the percentage of award method (108 FRD 259). Thus, except for twelve-years, percentage fee awards have been the law of the land since 1885. (Blum v Stenson 465 U.S. 886, 900 N 16).

When the author disavows the legitimacy of his own work and confesses error it is patently absurd for the bystander to pay it any further allegiance. Illinois has no reason to continue its adherence to lodestar, no blame to shoulder, no pride of authorship to defend, no apology for an experiment gone sour, no justification to delay a return to the fee-setting process utilized in this State for all but the last twelve-years of our history. Illinois should belatedly follow its own precedent which demonstrates clearly that in this area of the law we have always followed the federal rule; today at

the federal level "the tendency (is) to jettison the lodestar" (Weinberger v Great Northern 925 F 2d 518, 526 n 10).

"It is not the function of judges in fee litigation to determine the equivalent of the medieval just price". (In the Matter of Continental Illinois Securities Litigation 962 F 2d at 568) Even in its purest form fee-setting can never be seen as anything but a subjective evaluation -- it is a "succession of necessarily judgmental decisions" (Evans v Jeff D. 475 U.S. 717, 736). It does not advance the integrity of the Court to engage in a time-consuming lodestar charade which portends objectivity and slide-rule precision when everyone knows that it is merely an exercise in sophistry.

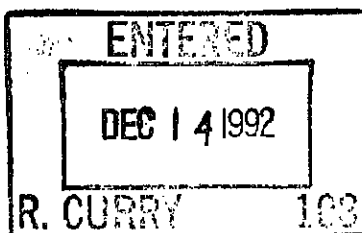
"This Court can no longer ignore the fact that Illinois is currently out of step with the majority" (Alvis v Rebar 85 Ill. 2d 1, 24) nor accept the caprice that the tenets of stare decisis are so rigid as to incapacitate a court in its duty to define the law. (Molitor v Kaneland Community 18 Ill. 2d 11, 26)

For all of the reasons stated above:

IT IS HEREBY ORDERED:

- 1) That portion of this Court's September 25, 1992 Order relating to a disallowance of hours attributable to the pursuit of fees is Vacated.
- 2) Judgment is entered on the Petition for Attorneys' Fees in favor of the petitioner Clinton A. Krislov and against the Firemen's Annuity and Benefit Fund in the amount of \$1,993,742.35.

- 3) Petitioner's prayer for reimbursement of the costs and expenses of the litigation is Granted. Judgment is entered against the Firemen's Annuity and Benefit Fund in the amount of \$26,793.56.
- 4) Petitioner's prayer for an award of fees attributable to the "present value of future benefits" is Denied.
- 5) Petitioner's prayer for a "breach of fiduciary duty" penalty award against the City of Chicago and in favor of the Firemen's Fund is Denied.
- 6) Petitioner's prayer for attorneys' fees for post May 21, 1990 services to the Police Annuity & Benefit Fund, the Municipal Employees Annuity & Benefit Fund and the Laborers Annuity & Benefit Fund is Denied.
- 7) Petitioner's prayer for interest on the fee award and additional incentive awards to the plaintiffs based on the earlier settlement with the Police, Municipal and Laborer Funds is Denied.
- 8) There is no just cause or reason to delay the enforcement or appeal of this Order.



ENTER: *[Signature]*
JUDGE
12/14/92

EXHIBIT 5

KRISLOV & ASSOCIATES, LTD.

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February 23, 2016

By Registered/Certified Mail:

Counsel for Defendants
(See Attached Service List)

Re: 770 ILCS 5/1 Attorneys Lien, as to both:

- 1) Underwood et al v. City of Chicago et al, Circuit Court Case No. 13 CH 17450, Hon. Judge Cohen, and
- 2) City of Chicago v. Korshak, et al, Circuit Court No. 01 CH 4962, (originally 87 CH 0134), Hon. Judge Cohen, currently on appeal (Ill. Appellate Court, 15-2183).

Dear Counsel:

This letter is notice pursuant to 770 ILCS 5/1 Attorney's lien for fees. I assert this Attorney's lien as Plaintiffs' counsel, in the above captioned cases and state our interest in these suits as fully described in the claims and causes of action in the complaint, Motions For Preliminary Injunction, interlocutory appeal, appeals, demands, arising from the reduction and elimination of retiree healthcare, as attorney for each of the named plaintiffs, class, and proposed class.

This letter shall serve as written notice of our firm's attorney's lien. This lien will attach to any verdict, judgment or order, and to any money or property that may be recovered in these matters.

We would appreciate your acknowledging receipt of this notice. A separate copy is being sent by registered/certified mail.

Very truly yours,



Clinton A. Krislov

KRISLOV & ASSOCIATES, LTD.

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Employees' Annuity and Benefit Fund of
Chicago

BURKE BURNS & PINELLI, LTD.

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THREE FIRST NATIONAL PLAZA

CHICAGO, ILLINOIS 60602-4229

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 **FILE COPY**

EDWARD J. BURKE
MARY PATRICIA BURNS
VINCENT D. PINELLI
MARY ANN MURRAY
STEPHEN F. WELCOMB
ELLEN B. EPSTEIN
DONALD F. HARMON

MARK S. JAMIL
CHRISTOPHER J. HALES
LARISA L. ELIZONDO
MATTHEW M. SHOWEL
MARTIN T. BURNS
SARAH A. BOECKMAN

March 15, 2016

Via Certified Mail

Clinton Krislov
Civic Opera Building, Suite 1350
20 North Wacker Drive
Chicago, IL 60606

Re: 770 ILCS 5/1 Attorneys Lien, as to both: Underwood et al v. City of Chicago et al, Circuit Court Case No. 13 CH 17450; and City of Chicago v. Korshak et al, Circuit Court No. 01 CH 4962, (Ill. Appellate Court, 15-2183).

Dear Mr. Krislov:

As you know, this Firm represents the Municipal Employees' Annuity and Benefit Fund of Chicago and the Firemen's Annuity and Benefit Fund of Chicago and their respective Retirement Boards (collectively referred to in this letter as the "Funds"). This letter is in response to your February 23, 2016 letter in which you assert an attorney's lien as Plaintiffs' counsel in the above captioned cases. Without waiving any possible defenses to such lien, I acknowledge receipt of your letter.

The Funds wholly reject your claim for (i) an attorney's lien for fees with respect to the above captioned litigations and (ii) the attachment of a lien to "any verdict, judgment or order, and to any money or property that may be recovered in these matters".

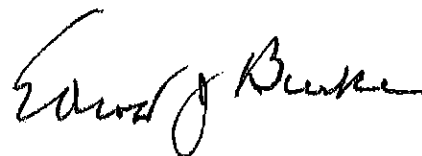
Absent a common fund, an attorney may obtain fees from a party other than his client only by virtue of a fee shifting statute. *Saltiel v. Olsen*, 85 Ill. 2d 484, 488-489, 426 N.E.2d 1204, 1206 (1981). Here, there is no common fund implicated in the aforementioned litigations. Further, the Attorneys Lien Act, as cited in your February 23, 2016 letter, is not a fee shifting statute as to the Funds and there is no such fee shifting language in the Illinois Pension Code. 40 ILCS 5/1 *et seq.* Additionally, both Articles 6 and 8 contain statutory provisions expressly exempting the assets of each Fund from the garnishment process by virtue of judgment or any process for the payment and satisfaction in whole or in part of any debt, damage, claim, demand or judgment.

BURKE BURNS & PINELLI, LTD.

Clinton Krislov
March 15, 2016
Page 2

Very truly yours,

BURKE BURNS & PINELLI, LTD.



Edward J. Burke

cc: Kenneth Kaczmarz
Executive Director – FABF

James Mohler
Executive Director - MEABF

Michalene

From: Solomon, Benna <Benna.Solomon@cityofchicago.org>
Sent: Tuesday, February 23, 2016 5:27 PM
To: Ken
Cc: rprendergast@rjpltd.com; mlayden@rjpltd.com; jnaber@lanermuchin.com; Edward Burke (eburke@bbp-chicago.com); davidkugler@comcast.net; 'grady@taftlaw.com' (grady@taftlaw.com); cdonham@taftlaw.com; jgagliardo@lanermuchin.com; Clint; Michalene
Subject: Re: Korshak, Underwood - atty lien

I acknowledge the City's receipt.

Benna Ruth Solomon
Deputy Corporation Counsel
30 N. LaSalle Street
Suite 800
Chicago, Illinois 60602
312.744.7764
benna.solomon@cityofchicago.org

> On Feb 23, 2016, at 2:44 PM, Ken <Ken@krislovlaw.com> wr
>
> Counsel,
>
> I have attached our Attorney Lien notice in these cases, as a
> A copy will be sent by Registered/Certified Mail.
>
> Ken Goldstein
> Krislov & Associates, Ltd.
> 312-606-0500
>
>
> <scanner@krislovlaw.com 20160223 153528.pdf>

7004 2890 0000 6663 4933

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For delivery information visit our website at www.usps.com	
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PS Form 3800, June 2002	
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This e-mail, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail (or the person responsible for delivering this document to the intended recipient), you are hereby notified that any dissemination, distribution, printing or copying of this e-mail, and any attachment thereto, is strictly prohibited. If you have received this e-mail in error, please respond to the individual sending the message, and permanently delete the original and any copy of any e-mail and printout thereof.

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- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
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Jennifer Naber
Joseph Gagliardo
LANER MUCHIN
515 N. State St., 28th fl.
Chicago, IL 60610

2. Article Number

(Transfer from service label)

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PS Form 3811, February 2004

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102595-02-M-14

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Wm Weaver*

- ☐
- Agent
-
- ☐
- Address

B. Received by (Printed Name)

Wm Weaver

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

- ☐
- Yes

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

David Kugler
Police men's Annuity &
Benefit Fund
221 N. LaSalle St., #1626
Chicago, IL 60602

2. Article Number

(Transfer from service label)

7004 2890 0000 8663 4988

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *E. Santos*

- ☐
- Agent
-
- ☐
- Address

B. Received by (Printed Name)

E. Santos

C. Date of Delivery

2/26/16

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

- ☐
- Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Graham Grady
Cary Donham
TAFT LAW
111 E. Wacker Dr., Ste. 2800
Chicago, IL 60601

2. Article Number

(Transfer from service label)

7004 2890 0000 8663 4971

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-11

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *G. Grady*

- ☐
- Agent
-
- ☐
- Address

B. Received by (Printed Name)

G. Grady

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

- ☐
- Yes

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Edward Burke
Mary Patricia Burns
Burke, Burns & Pinelli Ltd.
70 W. Madison, #4300
Chicago, IL 60602

2. Article Number

(Transfer from service label)

7004 2890 0000 8663 4957

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Nikki Maseman ☐ Agent ☐ Address

B. Received by (Printed Name)

Nikki M. Servano 3/9/14

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below: ☐ Yes ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Richard Prendergast
Michael T. Layden
RICHARD J. PRENDERGAST LTD
111 W. Washington, #1100
Chicago, IL 60602

2. Article Number

(Transfer from service label)

7004 2890 0000 8663 4964

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X R. Stevenson ☐ Agent ☐ Address

B. Received by (Printed Name)

R. Stevenson 3/5/14

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below: ☐ Yes ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

EXHIBIT 6

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

MATTIE CROSSLEY and SHERYL
SEYMOUR, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

JOYA COMMUNICATIONS, INC., a
Delaware corporation,

Defendant.

Case No. 16 CH 14771

Judge Michael T. Mullen

JUN 29 2017

Circuit Court-2084

~~PROPOSED~~ FINAL JUDGMENT AND ORDER OF DISMISSAL

MTM

This matter having come before the Court on Plaintiffs' Motion for and Memorandum in Support of Award of Attorneys' Fees and Costs, and Incentive Awards and Motion for and Memorandum in Support of Final Approval of Class Action Settlement (the "Motion for Final Approval") in the above-captioned matter between Plaintiffs Mattie Crossley and Sheryl Seymour ("Plaintiffs") and Defendant Joya Communications, Inc. ("Joya" or "Defendant") as set forth in the Stipulation of Class Action Settlement between Plaintiffs and Defendant (the "Settlement" or "Settlement Agreement"), and the Court having been advised in the premises, having duly considered the papers and arguments of all interested parties, and having held a Final Approval Hearing on June 29, 2017, finds that:

1. Unless defined herein, all capitalized terms in this Order shall have the respective meanings ascribed to the same terms in the Settlement Agreement.
2. This Court has jurisdiction over the subject matter of the Illinois Action and personal jurisdiction over all Parties to the Action, including all Settlement Class Members.
3. On March 2, 2017, this Court preliminarily approved the Settlement, and

EXHIBIT 3

certified, for settlement purposes, the Settlement Class consisting of: "all Persons in the United States that received a Promotional Text Message related to Joya's Marco Polo or VideoKik applications at any time prior to March 2, 2017." A "Promotional Text Message" is any text message call that contained a hyperlink to Joya's Marco Polo or VideoKik mobile app websites, including onmarcopolo.com, nowpolo.com, videokiks.com, onpolo.com, and/or polo-app.com. This Court now affirms certification of the Settlement Class.

4. Initial notice to the Settlement Class has been provided in accordance with the Court's Preliminary Approval Order, and the substance of and dissemination program for the initial notice, which included direct mail notice, an online media campaign, and the creation of the Settlement Website, constituted the best notice practicable under the circumstances; constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their rights to object to or exclude themselves from this Settlement Agreement and to appear at the Final Approval Hearing; was reasonable and provided due and sufficient notice to all persons entitled to notice of the settlement of this Action; and fully complied with the requirements of 735 ILCS 5/2-803 and due process. The Court confirms that the proposed secondary notice, if any should be necessary, fully complies with the requirements of 735 ILCS 5/2-803 and due process in form, method, and content.

5. The Settlement Agreement was the result of arm's-length negotiations conducted in good faith by experienced attorneys familiar with the legal and factual issues of this case, was reached with the assistance of the Honorable Morton Denlow (ret.) of JAMS Chicago, and is supported by Plaintiffs and Class Counsel. The Class Representatives and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement. The preliminary appointment of Jay Edelson and Eve-Lynn J. Rapp of

MTM

Edelson PC is hereby confirmed.

6. The Settlement as set forth in the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class in light of the complexity, expense, and duration of litigation and the risks involved in establishing liability and damages and in maintaining the class action through trial and appeal.

7. The Settlement consideration provided under the Settlement Agreement constitutes fair value given in exchange for the release of the Released Claims against the Released Parties. The Court finds that the consideration to be paid to members of the Settlement Class is reasonable, considering the facts and circumstances of the claims and affirmative defenses available in the Action, and the potential risks and likelihood of success of alternatively pursuing trials on the merits.

8. Attached to this Order is a complete list of all Persons in the Settlement Class who have timely submitted a valid request for exclusion from the Settlement Class and, accordingly, shall neither share in nor be bound by the Final Judgment.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED THAT:

9. The Settlement Agreement is finally approved as fair, reasonable, adequate, and in the best interests of the Settlement Class. The Parties are directed to consummate the Settlement Agreement in accordance with its terms. The Parties and Settlement Class Members who did not timely exclude themselves from the Settlement Class are bound by the terms and conditions of the Settlement Agreement.

10. The Settlement Agreement is hereby finally approved in all respects, and the Parties are hereby directed to perform its terms. Defendant shall pay all Approved Claims, as well as the Fee Award and Incentive Award, pursuant to and in the manner provided by the terms

EXHIBIT 3

of the Settlement Agreement.

11. Other than as set forth in the Settlement Agreement and this Order, the Parties shall bear their own costs and attorneys' fees.

12. Subject to the terms and conditions of the Settlement Agreement, this Court hereby dismisses this case on the merits and with prejudice unless the Settlement Agreement is voided as a result of Defendant's failure to establish a Settlement Fund as set forth in the Settlement Agreement.

a. The Parties and Settlement Class Members are bound by the terms and conditions of the Settlement Agreement. Upon the Effective Date of the Settlement, Plaintiffs and each and every Settlement Class Member shall be deemed to have fully, finally, and forever, released, relinquished and discharged all Released Claims against each and every one of the Released Parties. Notwithstanding, should Defendant fail to establish the Settlement Fund as set forth in the Settlement Agreement, the Settlement and Release provided by this Final Judgment shall automatically become void and all Parties shall be returned to the *status quo ante*.

13. Upon the Effective Date, and unless the Settlement Agreement is ultimately voided, the above release of claims and the Settlement Agreement will be binding on, and have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and all other Settlement Class Members, Releasing Parties, and their heirs, executors, administrators, successors, and assigns that involve the Released Claims. Unless the Settlement Agreement is voided, all Settlement Class Members who have not been properly excluded from the Settlement Class shall be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or prosecuting any Released Claim(s) against any of the Released Parties in any court, arbitration, tribunal, forum or

proceeding.

14. The Parties may, without further approval from the Court, agree to and adopt amendments, modifications and expansions of the Settlement and its implementing documents that shall be consistent in all material respects with the Final Judgment and do not limit the rights of the Settlement Class Members.

15. The Court awards to Class Counsel 33 $\frac{1}{3}$ % of the total Settlement Fund, which shall include all attorneys' fees and reimbursable costs associated with the Actions. Any Fee Award shall be paid from the Settlement Fund within fourteen (14) days after the Claims Deadline.

16. The Court awards each Class Representative an Incentive Award in the amount of \$ 1000 for their time and effort serving the Settlement Class in this Action. The Incentive Awards shall be payable in two parts, with the first \$ 250 being paid within fourteen (14) days after the Effective Date and the second \$ 750 being paid at the same time the Fee Award is paid to Class Counsel.

17. The certification of the Settlement Class shall be binding only with respect to the settlement of the Action. In the event that the Agreement is terminated pursuant to its terms or the Court's approval of the Settlement is reversed, vacated, voided, or modified in any material respect by this or any other court, any Final Judgment or other order, including but not limited to certifying any class for settlement purposes, entered by the Court in accordance with the terms of the Agreement shall be deemed vacated, *nunc pro tunc*, and the Parties and the Settlement Class Members shall be returned to the *status quo ante* with respect to the Illinois Action as if they had never entered into the Settlement Agreement.

18. Without affecting the finality of this Final Judgment for purposes of appeal, the

Court retains jurisdiction as to all matters related to the administration, consummation, enforcement, and interpretation of the Settlement Agreement and this Final Judgment, and for any other necessary purpose.

IT IS SO ORDERED this 29th day of June, 2017.

Judge Michael T. Mullen

JUN 29 2017

Circuit Court-2084

HONORABLE MICHAEL TULLY MULLEN

EXHIBIT 3

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

NICHOLAS WILLIS and BETH SHVARTS,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

IHEARTMEDIA, INC., a Delaware
corporation,

Defendant.

Case No. 16 CH 02455

Honorable David B. Atkins

FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE

This matter having come before the Court on Plaintiffs' Motion for and Memorandum in Support of Award of Attorneys' Fees, Expenses, and Incentive Award and Motion for and Memorandum in Support of Final Approval of Class Action Settlement (the "Motion for Final Approval") of a proposed class action settlement of the above-captioned matter (the "Action") between Plaintiffs Nicholas Willis ("Willis") and Beth Shvarts ("Shvarts") (collectively, "Plaintiffs") and Defendant iHeartMedia, Inc. ("iHeartMedia" or "Defendant") as set forth in the Stipulation of Class Action Settlement between Plaintiffs and Defendant (the "Settlement" or "Settlement Agreement"), and the Court having been advised in the premises, having duly considered the papers and arguments of all interested parties, and having held a Final Approval Hearing on August 11, 2016, finds that:

1. Unless defined herein, all capitalized terms in this Order shall have the respective meanings ascribed to the same terms in the Settlement Agreement.
2. This Court has jurisdiction over the subject matter of the Action and personal jurisdiction over all Parties to the Action, including all Settlement Class Members.

3. On April 19, 2016, this Court preliminarily approved the Settlement, and certified, for settlement purposes, the Settlement Class consisting of: "all Persons in the United States to whom Defendant iHeartMedia, Inc. sent (or had sent on its behalf) an Advertising Text Message to his or her cellular telephone from October 16, 2013 through [April 19, 2016]." An "Advertising Text Message" is any text message that contains material advertising the commercial availability or quality of any property, goods, or services. This Court now affirms certification of the Settlement Class.

4. Notice to the Settlement Class has been provided in accordance with the Court's Preliminary Approval Order, and the substance of and dissemination program for the Notice, which included direct mail notice, an online media campaign, and the creation of the Settlement Website, constituted the best notice practicable under the circumstances; constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their rights to object to or exclude themselves from this Settlement Agreement and to appear at the Final Approval Hearing; was reasonable and provided due and sufficient notice to all persons entitled to notice of the settlement of this Action; and fully complied with the requirements of 735 ILCS 5/2-803 and due process.

5. The Settlement Agreement was the result of arm's-length negotiations conducted in good faith by experienced attorneys familiar with the legal and factual issues of this case, was reached with the assistance of the Honorable Wayne R. Andersen (ret.) of JAMS Chicago, and is supported by Plaintiffs and Class Counsel. The Class Representatives and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement. The preliminary appointment of Rafey S. Balabanian and Benjamin H. Richman of Edelson PC, Jeremy M. Glapion of the Glapion Law Firm, and Ari H. Marcus of

Marcus & Zelman, LLC is hereby confirmed.

6. The Settlement as set forth in the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class in light of the complexity, expense, and duration of litigation and the risks involved in establishing liability and damages and in maintaining the class action through trial and appeal.

7. The Settlement consideration provided under the Settlement Agreement constitutes fair value given in exchange for the release of the Released Claims against the Released Parties. The Court finds that the consideration to be paid to members of the Settlement Class is reasonable, considering the facts and circumstances of the claims and affirmative defenses available in the Action, and the potential risks and likelihood of success of alternatively pursuing trials on the merits.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED THAT:

8. The Settlement Agreement is finally approved as fair, reasonable, adequate, and in the best interests of the Settlement Class. The Parties are directed to consummate the Settlement Agreement in accordance with its terms. The Parties and Settlement Class Members who did not timely exclude themselves from the Settlement Class are bound by the terms and conditions of the Settlement Agreement.

9. The Court has considered the objections raised regarding the Settlement Agreement. Patrick S. Sweeney's objection is deemed withdrawn and Melissa Randolph's objection is overruled.

10. The Settlement Agreement is hereby finally approved in all respects, and the Parties are hereby directed to perform its terms. Defendant shall pay all Approved Claims, as well as the Fee Award and Incentive Award, pursuant to and in the manner provided by the terms

of the Settlement Agreement.

11. Other than as set forth in the Settlement Agreement and this order, the Parties shall bear their own costs and attorneys' fees.

12. Subject to the terms and conditions of the Settlement Agreement, this Court hereby dismisses the Action on the merits and with prejudice.

13. The Parties and Settlement Class Members are bound by the terms and conditions of the Settlement Agreement. Upon the Effective Date of the Settlement, Plaintiffs and each and every Settlement Class Member shall be deemed to have fully, finally, and forever, released, relinquished and discharged all Released Claims against each and every one of the Released Parties.

14. Upon the Effective Date, the above release of claims and the Settlement Agreement will be binding on, and have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and all other Settlement Class Members, Releasing Parties, and their heirs, executors, administrators, successors, and assigns that involve the Released Claims. All Settlement Class Members who have not been properly excluded from the Settlement Class shall be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or prosecuting any Released Claim(s) against any of the Released Parties in any court, arbitration, tribunal, forum or proceeding.

15. The Parties may, without further approval from the Court, agree to and adopt amendments, modifications and expansions of the Settlement and its implementing documents that shall be consistent in all material respects with the Final Judgment and do not limit the rights of the Settlement Class Members.

16. The Court awards to Class Counsel \$ 3,400,000⁰⁰ total, which shall include all attorneys' fees and reimbursable expenses associated with the Actions.

17. The Court awards to the Class Representatives a collective incentive award of \$ 5,000⁰⁰ for their time and effort serving the Settlement Class in this Action.

18. The certification of the Settlement Class shall be binding only with respect to the settlement of the Action. In the event that the Agreement is terminated pursuant to its terms or the Court's approval of the Settlement is reversed, vacated, or modified in any material respect by this or any other court, any Final Judgment or other order, including but not limited to certifying any class for settlement purposes, entered by the Court in accordance with the terms of the Agreement shall be deemed vacated, *nunc pro tunc*, and the Parties and the Settlement Class Members shall be returned to the *status quo ante* with respect to the Illinois Action as if they had never entered into the Settlement Agreement.

19. Without affecting the finality of this Final Judgment for purposes of appeal, the Court retains jurisdiction as to all matters related to the administration, consummation, enforcement, and interpretation of the Settlement Agreement and this Final Judgment, and for any other necessary purpose.

IT IS SO ORDERED this _____ day of _____, 2016.

JUDGE DAVID B. ATKINS

AUG 11 2016

Circuit Court-1879

HONORABLE DAVID B. ATKINS

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

RAMONA CLARK and DYLAN
SCHLOSSBERG, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

GANNETT CO., INC., a Delaware
corporation,

Defendant.

Case No. 16 CH 06603

The Honorable Kathleen G. Kennedy

Judge Kathleen G. Kennedy

NOV 14 2016

Circuit Court - 1718

FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE

This matter having come before the Court on Plaintiffs' Motion for Final Approval of Class Action Settlement regarding a proposed class action settlement of the above-captioned matter (the "Action") between Plaintiffs Ramona Clark and Dylan Schlossberg (collectively, "Plaintiffs") and Defendant Gannett Co., Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties"), the terms of which are set forth in the Stipulation of Class Action Settlement (the "Settlement Agreement"), and the Court having been advised in the premises, having duly considered the papers and arguments of all interested parties, and having held a Final Approval Hearing on November 9, 2016, ^{and on November 14, 2016} finds that:

1. Unless defined herein, all capitalized terms in this Order shall have the respective meanings ascribed to the same terms in the Settlement Agreement.
2. This Court has subject matter jurisdiction to approve the Settlement Agreement, including all attached exhibits, and personal jurisdiction over all Parties to the Action, including all Settlement Class Members.

3. On August 4, 2016, this Court preliminarily approved the Settlement Agreement, and certified, for settlement purposes, the Settlement Class consisting of: “all Persons in the United States or its territories or possessions to whom Gannett or anyone acting on its behalf placed or caused to be placed a call to such Person’s telephone number when it was assigned to a cellular telephone service using an automated telephone dialing system or an artificial or prerecorded voice without prior express consent of the called party from January 2, 2010 to [August 4, 2016].” This Court now affirms certification of the Settlement Class for settlement purposes.

4. Notice to the Settlement Class has been provided in accordance with the Court’s Preliminary Approval Order, and the substance of and dissemination program for the Notice—which included direct mail and email notice, the creation of the Settlement Website, and maintenance of a toll-free telephone line through which Settlement Class Members could contact the Settlement Administrator to obtain additional information about the Settlement and request a Claim Form—constituted the best practicable notice under the circumstances; constituted notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and their rights to object to or exclude themselves from this Settlement Agreement and to appear at the Final Approval Hearing; was reasonable and constituted due, adequate, and sufficient notice to all Persons entitled to receive notice; and fulfills the requirements of 735 ILCS 5/2-803 and due process.

5. The Settlement Agreement was the result of arm’s-length negotiations conducted in good faith by experienced attorneys familiar with the legal and factual issues of this case, was reached with the assistance of the Honorable Wayne R. Andersen (ret.) of JAMS Chicago, and is supported by Plaintiffs and Class Counsel. The Class Representatives and Class Counsel

adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement. The preliminary appointment of Rafey S. Balabanian, Benjamin H. Richman, and Eve-Lynn Rapp of Edelson PC is hereby confirmed.

6. The Settlement Agreement is fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class in light of the strength of the case for Plaintiffs on the merits versus the relief offered in the settlement; the complexity, length and expense of further litigation; the risks involved in establishing liability and damages in maintaining the class action through trial and appeal; the amount of opposition to the settlement; the lack of collusion in reaching a settlement; the reaction of the Settlement Class Members to the settlement; the opinion of counsel; and the stage of the proceedings and the amount of discovery completed.

7. The Settlement consideration provided under the Settlement Agreement constitutes fair value given in exchange for the Released Claims against the Released Parties. The Court finds that the consideration to be paid to members of the Settlement Class is reasonable, considering the facts and circumstances of the claims and affirmative defenses available in the Action and the potential risks and likelihood of success of alternatively pursuing trials on the merits.

8. The final Opt-Out List is a complete list of all Persons in the Settlement Class who have timely submitted a valid request for exclusion from the Settlement Class and, accordingly, shall neither share in nor be bound by the Final Judgment.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED THAT:

9. The Settlement Agreement is finally approved as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members. The Parties are directed to implement and consummate the Settlement Agreement according to its terms and conditions.

The Parties and Settlement Class Members who did not timely exclude themselves from the Settlement Class are bound by the terms and conditions of the Settlement Agreement.

10. The Court has considered the single objection raised against the Settlement Agreement by Gary Stewart. Gary Stewart's objection is overruled.

11. The Settlement Agreement is hereby finally approved in all respects, and the Parties are hereby directed to implement and consummate the Settlement Agreement according to its terms and conditions. The Settlement Administrator shall pay from the Settlement Fund established by Defendant all Approved Claims, as well as the Fee Award and Incentive Award, pursuant to and in the manner provided by the terms of the Settlement Agreement.

12. The Action is hereby dismissed on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement and this Order.

13. The Parties and Settlement Class Members are bound by the terms and conditions of the Settlement Agreement. Upon the Effective Date of the Settlement Agreement, Plaintiffs, each and every Settlement Class Member, and all of the Releasing Parties shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims against each and every one of the Released Parties up through and including the Effective Date.

14. Upon the Effective Date, the Settlement Agreement will be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and all other Settlement Class Members and Releasing Parties.

15. All Settlement Class Members and Releasing Parties who have not been properly excluded from the Settlement Class shall be permanently barred and enjoined from (i) filing, commencing, prosecuting, intervening in, or participating in (as plaintiffs, class members,

claimants, or otherwise) any lawsuit, administrative, regulatory, arbitration, or other action or proceeding in any jurisdiction against any of the Released Parties based on the Released Claims; and (ii) organizing Settlement Class Members who have not excluded themselves from the Settlement Class into a separate class for purposes of pursuing as a purported class action any lawsuit, administrative, regulatory, arbitration, or other action or proceeding (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) against any of the Released Parties based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Released Claims, except that Settlement Class Members are not precluded from participating in any investigation or suit initiated by any government agency.

16. The final Opt-Out List is hereby approved and is a complete list of all Persons in the Settlement Class who have timely submitted a valid request for exclusion from the Settlement Class and, accordingly, shall neither share in nor be bound by the Final Judgment.

17. The Parties may, without further approval from the Court, agree to and adopt amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits) that (i) shall be consistent in all material respects with the Final Judgment; and (ii) do not limit the rights of the Settlement Class Members.

18. The Court awards to Class Counsel \$ 5,382,000 total, which shall include all attorneys' fees and reimbursable expenses associated with the Action, and which shall be paid from the Settlement Fund established by Defendant.

19. The Court awards to the Class Representatives incentive awards in the amount of \$ 5,000 to Plaintiff Schlossberg and \$ 1,000 to Plaintiff Clark for their

time and effort serving the Settlement Class in this Action, which shall be paid from the Settlement Fund established by Defendant.

20. The Settlement Class is certified for settlement purposes and certification of the Settlement Class shall be binding only with respect to the settlement of the Action.

21. In the event that the Settlement Agreement is terminated pursuant to its terms (including the right of the Class Representatives or Defendant to elect to terminate if the Court's approval of the Settlement Agreement is reversed, vacated, or modified in any material respect by any appellate or other court), any Final Judgment or other order, including but not limited to the certifying of the class for settlement purposes, entered by the Court in accordance with the terms of the Settlement Agreement shall be deemed vacated, *nunc pro tunc* and without prejudice to Defendant's right to contest class certification, and the Parties and the Settlement Class Members shall be returned to the *status quo ante* with respect to the Action as if they had never entered into the Settlement Agreement, and this Action shall be dismissed without prejudice.

22. Without affecting the finality of this Final Judgment for purposes of appeal, the Court retains jurisdiction as to all matters related to the administration, consummation, enforcement, and interpretation of the Settlement Agreement and this Final Judgment, and for any other necessary purpose.

ENTERED: Judge Kathleen G. Kennedy

NOV 14 2016

Circuit Court -- 1718

Date: _____

Judge Kathleen G. Kennedy

EXHIBIT 7

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“Up Against the Big Guys”, Producing “Real Benefits for Real People”

For over 30 years, Krislov & Associates, Ltd. has specialized in pursuing complex class and derivative litigation involving nationwide consumer, securities, Qui Tam/whistleblower, governmental wrongdoing and corruption, and pension matters.

The Krislov firm has been lead counsel for plaintiffs or objectors in numerous major federal and state cases throughout the country, and has earned nationwide stature as independent, honest and aggressive attorneys pursuing the interests of investors, taxpayers, working families and the public.¹

¹ Chicago Tribune, June 13, 1989

ENFORCING PUBLIC EMPLOYEE RIGHTS AND BENEFITS; PROTECTING PUBLIC PENSION FUNDS AND THEIR PARTICIPANTS

The Krislov firm is perhaps best known in Illinois for its “private attorney general” practice, for public pension participants in direct and derivative actions brought against state and local governments to correct the massively under-funded state and local pension systems. Cases include:

- **City Conversion of Fund Assets**

Ryan v. City of Chicago, 148 Ill. App. 3d 638 (1st Dist. 1986) and 274 Ill. App. 3d 483 (1st Dist. 1995) (we recovered over \$32 million cash, \$80 million total benefits, fundamentally improved the handling of City pension tax levies, ending the City's illegal use of pension tax levies invested for its own benefit). Prevailed over trustees' subsequent attempt to hi-jack the recovery, in a decision the court labeled “The Mugging of the Good Samaritan”.

- **Enforcing Funding Statutes and Protections**

People ex rel. Skłodowski v. State, 284 Ill. App. 3d 809 (1st Dist. 1996), *see also*, 162 Ill.2d 117 (1994) and 182 Ill.2d 220 (1997) (we blocked the State's conversion of \$51 million from the State Pensions Fund to State general budget use, and initially established the courts' power to compel State Officials to comply with statutory minimum contribution obligations for Illinois' five funded retirement systems to correct a shortfall now totaling \$3.4 billion).

- **Enforcing Retiree Healthcare Benefits.**

City of Chicago v. Korshak, 206 Ill. App. 3d 968 (1st Dist. 1990) and *Retired Chicago Police Ass'n v. City of Chicago*, 7 F.3d 584 (7th Cir. 1992), parallel state and federal cases (in litigation spanning over 26 years, we have fought for annuitants' contractual rights to promised lifetime healthcare coverage, the Krislov firm forced the City of Chicago to continue a fixed-rate subsidized plan of retiree health care insurance for 21,000 annuitants and their families, and, despite setbacks during various periods, successfully had these claims restored by the Illinois appellate court); in an unpublished order in 2000, we obtained injunctive relief, and ultimately obtained a settlement which ensures annuitant healthcare coverage through 2013 and beyond for Chicago Police, Firemen, Municipal Employees and Laborers). Now pending (*Underwood v. City of Chicago*) before the Circuit and Appellate courts against the City's declaration to terminate retiree healthcare entirely at the end of 2016.

Recent Development: *City v. Korshak*, 2016 IL App. (1st) 152 183-4. Appellate Court decision ordering audit and reconciliation of City Retiree Healthcare Charges for 2013.

- **City Pension “Reform”**

Jones and Johnson v. Municipal Employees Ann. & Ben. Fund, 2016 IL 119618 (Ill. Supreme court) Co-plaintiffs counsel in obtaining declaration that legislation slicing and deferring statutory annual pension increases violate Illinois Constitution’s Art.13, Section 5, Pension Protection Clause.

- **Challenging Mandatory Retirement at Age 63**

Minch and Drnek v. City, Nos. 01-cv-840 and 2586 (N.D. Ill.)

CONSUMER PROTECTION AND ANTITRUST MATTERS

We are or have been lead counsel for nationwide consumer litigation and have established significant law in the consumer protection field, including:

- **GiftCards in Bankruptcy**

(a) *Sharper Image: In re: TSIC, Inc. f/k/a Sharper Image Corp.*, No. 08-10322 (KG) (U.S. Bk. Ct. Del.) (We represented a certified class of consumer gift card holders in the Sharper Image bankruptcy (Del. Bk.) successfully asserting consumer deposit priority over general business creditors).

(b) *In re: Borders Group, Inc., et al.*, No. 11-10614 (MG) (U.S. Bk. Ct., S.D.N.Y.) (asserting of class claim and priority for \$156 million in unredeemed outstanding gift cards).

(c) *RadioShack*: Del.Bk. 2016 –full cash priority refunds obtained, with State attorneys general.

- **Privacy**

Burrow v. Sybaris, No. 13-CV-02342 (N.D. Ill.). Pending case over unauthorized recording of calls.

- **Students as Consumers**

(a) *Velez v. Concordia College*, No. 2013 CH 11308 (Cir. Ct. Cook County, Ill.) (claims by students for refund of tuition charges when school dropped program accreditation without notice to existing students. Settlement provided for substantial refunds to students).

(b) Chicago Medical School: *Brody v. Finch Univ. of Health Sciences/The Chicago Med. Sch.*, 298 Ill. App. 3d 146, 698 N.E.2d 257 (Ill. App. Ct. Dist. 1998) (After trial, obtained full admissions to medical school enforcing representations and promises that

those students who enrolled in defendant's Applied Physiology Program and received a grade point average (GPA) of 3.0 or higher would be admitted to defendant's medical school).

(d) *Ambrose v. Security Guard College and Bass ProShops*, No. 2014-CH-5850 (Cir. Ct. Cook County, Ill.) (Obtained full refund for charges by unlicensed trainer for concealed carry qualification).

- **Taxi Credit Card Charges**

Patt v. Taxi Affiliation Services, No. 2016-CH-5258 (Cir. Ct. Cook County Ill.).
Obtained full refund of unauthorized surcharge on taxi fares charged to credit or debit cards.

- **Healthcare Litigation**

(a) Following Wellpoint's acquisition of RightChoice, followed by forcing ill policyholders to reapply and be rerated as strangers, we pursued litigation against Wellpoint, obtaining meaningful settlements for truly harmed individuals.

(b) In the wake of the Illinois Budget Impasse, we have pending litigation for state employees, against health insurers and providers failing to provide entitled coverage.

(c) Land of Lincoln Health insurance. Challenging Land of Lincoln healthcare's purging of University of Chicago network patients, followed by Land of Lincoln's being taken into receivership by State of Illinois.

- **Misstated Jewelry Stone Weights**

Caprarola v. Helzberg's Diamond Shops, Inc., No. 13 CV 6493 (N.D. Ill.) (obtained cash recoveries of \$100-\$1200, compensating purchasers of rings with overstated carat weights).

- **Deteriorating Windows**

Schwebe v. AGC Flat Glass N.A., d/b/a CASCO Industries, No. 1:12-CV-9873 (N.D. Ill.)
Settlement replacing defective windows.

- **Unlicensed Debt Collectors**

LVNV Funding v. Trice, 2011 Ill App (1st) 092773,952, N.E.2d 1232 (2011) (ruling that judgments obtained by unlicensed debt collectors are void, even if license is subsequently obtain); *petition for leave to appeal denied* (Nov. 30, 2011).

- **Cemetery Abuses**

In re Perpetua/Burr Oak Holdings of Ill., LLC, No. 09-34022 (U.S. Bk. Ct. N.D. Ill.)
(organized committee of families in Bankruptcy Court, involving scandal over re-sold

graves and desecrated historic African American cemetery. Obtained meaningful resolution and settlements).

- **“Ethnic Hair” Charges**

Mario Tricoci “Ethnic” Hair Charge Litigation, No. 05 C 5030 (N.D. Ill.) (settlement refunding charges for separate “ethnic” price list for salon services).

- **Telephone Consumers Antitrust**

South Austin Coalition Community Council v. SBC Comm. Inc., 274 F.3d 1168 (7th Cir. 2001) (customer antitrust challenge to SBC-Ameritech merger).

- **Dishwashers with Fire Risk**

Beckwith Place L.P. v. General Electric Co., No. 99-CH-18240 (Cir. Ct. Cook County, Ill.) (certified nationwide class against General Electric arising from dishwashers containing a defective switch causing fires; case settled).

- **Undisclosed Sweetener Content**

Zapka v. Coca-Cola Co., 2001 U.S. Dist. LEXIS 20155 (N.D. Ill. 2001) (deceptive marketing of diet Coke, without disclosing that fountain version contains saccharin; settled action).

- **Collector Pens**

Zazove v. Pelikan, Inc., 326 Ill. App. 3d 798, 761 N.E.2d 256 (1st Dist. 2001) (establishing Illinois jurisdiction over foreign producer of consumer products for consumer claims under stream of commerce concept).

- **Genetically Modified Food Products/Disclosure**

In re Starlink Corn products, MDL 1403 (\$9 million settlement for consumers) (lead counsel for consumer claims arising from the dispersion of the genetically engineered Starlink™ corn strain into human food products).

- **Deceptive Toy Pricing**

DeGradi v. KB Holdings, Inc., No. 02-ch-15838 (Cir. Ct. Cook County, Ill.) (obtained \$3 million settlement from toy store company who allegedly improperly manipulated product prices to the public).

- **Prison Commissary Overcharges**

Jackson v. Randle (Ill. App. 2011, challenging State Dept of Corrections’ pricing of commissary goods above legal markup limit. 2011 IL App (4th) 100790.

SECURITIES/SHAREHOLDERS RIGHTS

The firm, a member of Risk Metrics top 50 securities firms, has been involved in complex corporate governance, fraud, shareholder rights, and takeover litigation, especially in cases involving truly complex valuation issues. These cases include:

- **Options Backdating**

In *Ryan v. Gifford* (Maxim Integrated Products, Del.Ch. 2008), we obtained the Delaware Chancery Court's definitive declaration that backdating option grants violates directors' fiduciary duties to shareholders. The litigation also produced landmark Delaware decisions regarding personal jurisdiction, discovery issues in derivative litigation and interlocutory appeal issues. On January 2, 2009, the Delaware Chancery Court approved a settlement of \$28 million in cash plus option givebacks and unique and unprecedented corporate governance reforms.

- **Bank Merger/Takeover/Securities Fraud**

In *re Nationsbank/BankAmerica Securities Litigation*, MDL 1264 (E.D. Mo., Nangle, DJ) (Executive Committee counsel in litigation involving \$100 Billion bank "merger of equals" between Bank of America and Nationsbank which was shaken by post-merger disclosures of hedge fund losses) (significantly participated in achievement of \$490 million settlement of all constituent claims), 263 F.3d 795 (8th Cir. 2001).

- **Partnerships Securities Fraud**

(a) In *re Prudential-Bache Energy Income Partnerships Securities Litigation*, MDL No. 888 (E.D. La.), (lead Objectors' counsel, forced the disclosure of Prudential's internal "Locke Purnell" audit showing truly corrupt actions in selecting partnerships to "pump" through the Pru sales force, blocked an early-stage low cash rollup settlement, forced an auction, found the high-bid purchaser who ultimately paid \$508 million for the auctioned partnerships, and ultimately initiated global Prudential Securities litigation and settlement.)

(b) *Massad v. Prudential Insurance Co.* (global Civil RICO case against Prudential Securities, initiated from knowledge gathered in *Prudential* partnership litigation case; became the global civil RICO case referred to as *In re Prudential Securities, Inc. Limited Partnerships Litigation*, MDL No. 1005 (S.D.N.Y.), which produced more than \$110 million cash for all of Prudential's limited partnership unit-holders nationwide, *see also* 163 F.R.D. 200 (S.D.N.Y. 1995) (preliminary approval) and 912 F. Supp 97 (S.D.N.Y. Jan. 24, 1996) (award of fees following final approval)).

- **Corporate Securities Fraud**

(a) In *re DVI, Inc. Securities Litigation*, No. 2:03-cv-5336 (E.D. Pa.) (Recovered over 30% of PSLRA losses for class over more than ten years representing institutional

investors. We were appointed by the court as sole lead and class counsel on behalf of both equity and debt securities purchasers in securities fraud litigation following the collapse and bankruptcy liquidation of a \$2 billion medical equipment finance company. We overcame numerous legal challenges, reviewed millions of documents, took over seventy depositions, retained and challenged numerous experts on issues of market efficiency, accounting and auditing matters, loss causation and damages, obtained class certification, which the Third Circuit Court of Appeals affirmed; prevailed on summary judgment motions, and recovered over \$21 million from certain inside and outside directors, paid from their own personal funds, certain third-parties and one of the company's largest shareholders; plus obtained \$2.2 million additional recovery from the company's auditors and certain directors and officers). Notable reported decisions in this case include: *In re DVI, Inc. Sec. Litig.*, 249 F.R.D. 196 (E.D. Pa. 2008) (granting plaintiffs' motion for class certification against all but one defendant), *aff'd*, 639 F.3d 623 (3d Cir. 2011) (rejecting defendants' challenges to the adequacy of lead plaintiffs based on their trading strategies and the efficiency of DVI's stock and bond markets); *In re DVI, Inc. Sec. Litig.*, 2005 WL 1307959 (E.D. Pa. May 31, 2005) (denying defendants' motions to dismiss); and *Janovici et al. v. DVI, Inc. et al.*, 2003 WL 22849604 (E.D. Pa. 2003) (appointing our client as lead plaintiff and our firm as lead counsel over the objection of applications filed by larger class action firms).

(b) *In re Safety-Kleen Rollins Shareholder Litigation*, No. 3:00-1343-17 (D. So. Carolina, Judge Joseph F. Anderson, Jr.) (co-lead counsel) (survived motions to dismiss and summary judgment, obtained class certification and, in 2005, obtained recoveries totaling 100% of PSLRA losses. Entered into settlements totaling \$3.15 million in action asserting § 14(a) proxy claims on behalf of former Rollins shareholders; settlement represented a substantial recovery of class member estimated losses).

(c) *In re First Chicago/Bank One Shareholder Securities Litigation*, No. 00-CV-880 and 916 (N.D. Ill.) (Executive Committee member in action asserting § 11, 12(a) and 14(a) claims brought on behalf of First Chicago Shareholders in connection with Bank One Merger; action settled in 2005 for \$120 million).

(d) *Mercury Finance Company Securities Litigation*, No. 98 B 20763 (U.S. Bkcty Ct.) (cooked-book finances of subprime auto lender, Krislov firm helped organize diverse groups of competing claims and counsel in federal and state court, bankruptcy court and outside arbitration, ultimately designated lead counsel for state court claimants in both state and federal courts, bankruptcy and arbitration matters, instrumental in achieving multi-court settlements and arbitration of claims resulting in multi-million dollar recovery to the Class).

(e) *Malone v. Brincat*, 722 A.2d 5 (Del. Sup. 1998), establishing actionable director duties to shareholders.

(f) *Gavin v. AT&T Corp.*, 464 F.3d 634 (7th Cir. 2006). Corporation charged shareholders for delivery of stock certificates in connection with a merger when shareholders could have obtained certificates for free. The Seventh Circuit Court of

Appeals reversed the district court's dismissal, pursuant to the Securities Litigation Uniform Standards Act, because the exchange of stock certificates was not sufficient in connection with the merger that caused the stock certificate exchange. The Seventh Circuit remanded the case to the Circuit Court of Cook County, Illinois, and the case was subsequently settled).

- **Merger/Takeover cases**

(a) *In re Jacuzzi Brands S'holder Litig.*, C.A. No. 2477-CC, (Del. Ch. 2007): on executive committee to achieve settlement based on corporate therapeutics and reduction in the termination fee in connection with Apollo Management Co.'s takeover of Jacuzzi.

(b) *Ryan v. John H. Harland Co.*, No. 2007 CV 128712 (Fulton Cty. GA 2007): lead counsel in achieving meaningful disclosure settlement in connection with its takeover by M&F Worldwide Inc.

(c) *Smith v. The ServiceMaster Co.*, C.A. No. 2924-VCS (Del. Ch. 2008): lead counsel in achieving therapeutic settlement in connection with Clayton Dubilier & Rice's takeover of The ServiceMaster Company.

PRIVATIZATION OF PUBLIC ASSETS

The Krislov firm is lead counsel for taxpayer challenges to (i) the City of Chicago's 75 year Parking Meter Lease transaction, as violating the Illinois Constitution's provisions, e.g., the prohibition of spending public money for non-public purposes (i.e. for police enforcement of private owned meters) upheld challenge to conditioning exercise of City's legislative police powers on compensating concessionaire; and (ii) the City's 99-year "lease" of Millennium Park garages, as illegally consigning future development of Chicago Loop to the private garage operator.

FALSE CLAIMS/WHISTLEBLOWER, QUI TAM CASES

The Krislov firm has also recovered funds for the government, due to governmental fraud, abuse and mismanagement. Representative cases include:

(a) *County of Cook ex rel. Rifkin v. Bear Stearns*, 215 Ill.2d 466 (2005); *Scachitti v. UBS Financial Services*, 215 Ill.2d 484 (2005); and *City of Chicago ex rel. Scachitti v.*

Prudential Securities, 332 Ill. App.3d 353 (Ill App. 2002) *petition for leave to appeal denied*, (establishing constitutionality of whistleblower actions against underwriters “yield burning”, i.e. overcharging municipalities on refinancing government debt litigation, established ability of whistleblowers to employ “nullum tempus” doctrine eliminating ordinary limitations periods on claims for government entities).

(b) *Ryan v. Cosentino*, 776 F. Supp. 386 (N.D. Ill. 1991), 793 F. Supp. 822 (N.D. Ill. 1992) and 1995 WL 516603 (N.D. Ill. August 24, 1995) (\$14 million judgment obtained for corrupt loans to public officials in exchange for deposits of State monies without interest); and *McKay v. Kusper*, 252 Ill. App. 3d 450 (1993).

We also have pursued several qui tam/whistleblower type actions, including:

(c) *U.S. ex rel. Chovanec v. Apria Healthcare Group, Inc.*, 606 F.3d 361 (7th Cir. 2010);

(d) *U.S. ex rel. Kennedy, et al. V. Aventis Pharmaceuticals, Inc.*, 512 F.Supp.2d 1158 (N.D. Ill. 2007);

and have multiple pending cases currently under seal.

PRIVATE EMPLOYER BENEFITS, PENSION, ERISA MATTERS

We have particular expertise in litigating issues of protecting pension benefits over corporate manipulation and in ERISA-related matters.

- **ESOP Redemption Abuse**

(a) *Montgomery v. Aetna Plywood*, 231 F.3d 399 (7th Cir. 2000) (we doubled the Profit Sharing accounts of the 100 participants whose ESOP [Employee Stock Ownership Plan] had been redeemed out of the 95% ownership of their employer for less than half of fair value. Won a judgment after a 3-week bench trial, and successfully completed a recovery of \$7 million cash plus restored 20% ownership of company). Served on Board and eventually obtained additional \$1.8 million in fair value buyout of restored ESOP interests.

(b) We were also brought in to settle remaining ESOP fiduciary claims arising from the SEARS buyout in which management was accused of selling a large percent to a newly-created ESOP to thwart the outside takeover threat.

(c) *Clair v. Harris Trust & Savings Bank*, 190 F.3d 495 (7th Cir. 1999) (established payout requirements from qualified plans).

- **Restrictive Stock Vesting on Sale of Division**

Petit v. HD Supply Holdings, Inc., No. 2016 CH 06885 (Cir. Ct. Cook County, Ill.) (pending litigation over company's refusal to accelerate vesting of stock interests on sale of division).

- **Employee Overtime and Gratuities Collected**

Danhka v. Wrigley Rooftops III, et al., No. 2012 CH 37196 (Cir. Ct. Cook County, Ill.). Near full compensation recovery of overtime and "gratuity" charges for servers.

- **FLSA Employee Overtime**

Bertrand v. BMO/Harris Bankcorp, No. 1:11-cv-05496 (N.D. Ill.). Full recovery settlement.

- **Challenging Misstated Early Retirement Benefits**

Kannapien v. Quaker Oats Co., No. 04-CV-6829 (N.D. Ill.)

COMMON FUND HEALTHCARE LIEN REDUCTIONS

Representative cases include:

(a) *Brannan v. Health Care Service Corp.*, No. 00 C 6884 (N.D. Ill. Mag. Judge Geraldine Soat Brown) *Coughlin v. Health Care Service Corp., d/b/a Blue Cross Blue Shield of Illinois*, No. 02 C0053 (N.D. Ill.) and *Doyle et. al. v. Blue Cross Blue Shield of Illinois*, No. 00 CH 14182 (Ill. Cir. Ct., Cook County) (parallel federal and state litigation; as co-lead counsel we obtained a \$6.95 million settlement, plus prospective relief valued at millions more, for class of insureds who were damaged by Blue Cross's alleged practice of seeking reimbursement liens for amounts greater than what they actually paid health care providers and for failing to reduce their liens pursuant to Illinois' common fund doctrine).

(b) *Cruz v. Blue Cross/Blue Shield of Illinois*, No. 00 CH 14182 (Cir. Ct. Cook County, Ill.); *Blue Cross/Blue Shield of Illinois v. Cruz*, 2003 WL 22715815 (N.D. Ill. Nov. 17, 2003); and 396 F.3d 793 (7th Cir. 2005)(parallel state and federal litigation over Blue Cross's claimed reimbursement right against third-party recoveries; obtained summary judgment for Plaintiff and a certified class in the state litigation; prevailed at district court level in the federal action, and successfully vacated the Seventh Circuit's judgment for Blue Cross before the United States Supreme Court, 547 U.S. 677 (June 26, 2006); *see also, Empire Healthchoice Assur. v. McVeigh*, 126 S. Ct. 2121 (2006), in which Krislov firm acted as amicus in support of *McVeigh*, the prevailing party, and cited *Id.* at 2135, in the United States Supreme Court's decision regarding the scope of federal jurisdiction and preemption under the Federal Employee Health Benefits Act and federal common law. 547 U.S. at 682. State law case settled for \$1.5 Million, providing full recovery to the certified class.

(c) *Health Cost Controls v. Sevilla*, No. 94 M2-1217 (Cir. Ct. Cook County, Ill., transferred to Ch. Div.); (Successful 15-year battle to recover 100% of insureds' common fund claims, plus pre-judgment interest for the Class and attorneys' fees. Counsel's successful advocacy included two appeals to the Illinois Appellate Court, where counsel succeeded in reversing trial court's dismissal on federal preemption grounds, *Health Cost Controls v. Sevilla*, 307 Ill.App.3d 582 (1st Dist. 1999), and reversal of trial court's class certification denial, *Health Cost Controls v. Sevilla*, 365 Ill.App.3d 795 (1st Dist. 2006). Counsel also successfully defended against HCC's removal to federal court, and Primax's (HCC's successor) federal retaliation lawsuit all the way to the Seventh Circuit. *Primax Recoveries, Inc. v. Sevilla*, 324 F.3d 544 (7th Cir. 2003) and *Primax Recoveries, Inc. v. Sevilla*, 2002 WL 58816 (N.D. Ill. Jan. 15, 2002).

CIVIL RICO

The Krislov firm has also established significant precedent in the consumer protection field, especially in Civil RICO matters.

(a) *Commercial Cleaning Services LLC v. Colin Service*, 271 F.3d 374 (2nd Cir. 2001) (we established that competitor companies may use Civil RICO against competitors whose hiring of undocumented aliens enabled them to underbid the competition).

(b) *Allenson v. Hoyne Savings Bank*, 272 Ill. App. 3d 938, 651 N.E.2d 573 (1st Dis. 1995) (Established federal civil RICO action in Illinois state courts; obtained full recovery for mis-amortized home mortgage payments).

(c) *Wallace Acquisitions v. Allied Waste Industries, Inc.*, 304 Ill. App. 3d 1009, 711 N.E.2d 383 (Ill. App. 1999) (Civil RICO recovery for bogus "Federal Clean Air Fuel Surcharge").

(d) *Iowa Car Rentals* (Action in Iowa state court for fictitious "Tax Reimbursement Surcharge").

BANK AND BROKER PRACTICES

- **Mortgage Payment Misamortization**

Allenson v. Hoyne, 272 Ill. App. 3d 938 (1st Dist. 1995) (civil RICO cause upheld in state court over mis-amortizing of home mortgage payments).

- **Foreign Securities Charges**

Cohan v. Citicorp, 266 Ill. App. 3d 626 (1st Dist. 1993) (charges on ADR shares of foreign securities).

UTILITIES AND TELEPHONES

- **Power Outages**

In re Commonwealth Edison 1990 Chicago Power Outages, Nos. 90-7547 and 90-7637 (Cir. Ct. Cook County, Ill.) (the firm recovered \$4 million for some 63,000 low-income customers for damages from extended power outages).

- **Late Charges**

In re Illinois Bell, Nos. 91-930, 91-1354 and 91-12529 (Cir. Ct. Cook County, Ill.) (firm recovered \$3.5 million over disputed late charges and surcharges); Revived case pending in Illinois Commerce Commission, No. 14-301 Seeking refund of \$121 million in illegally imposed late fees, for phone company's knowing noncompliance with mail dating).

CHALLENGING CORPORATE ABUSE AND ABUSIVE SETTLEMENTS

We are also independent, and uniquely have not hesitated to intervene and fight to block or improve corporate transactions and litigation settlements, which need to be blocked or improved, with special expertise in issues of valuation Representative cases include:

- **Shareholder Cases**

(a) *Ryan v. Armstrong*, Del. Chancery 2015-2016-class/derivative claims for shareholders of Williams Companies Inc. (WMB) asserting directors' fiduciary breach in committing company to \$428 million termination for purely defensive entrenchment transaction to block acquisition by unwanted suitor ETE.

(b) *Ryan v. Gusahaney*, Del. Supreme Court Chancery and 2015 Del. Ch. Lexis 123 (2015). Challenge to ADT premium buyout of activist shareholder.

(c) *Fox v. Riverview Realty/Prime Group Realty Trust*, No. 2012 CV 9350 (N.D. Ill.) (challenge to cashout redemption of preferred shareholders of REIT owning 330 North Wabash/IBM Plaza building over major valuation dispute. As co-lead counsel, obtained \$8.2 million settlement for shareholders).

(d) *In Re Scattered Corp.*, No. 93 C 4069 (N.D. Ill.) (Co-lead Plaintiffs' counsel in a case challenging massive short-selling of LTV common shares).

(e) *Lyphomed Shareholder Litigation*, No. 89 CH 7585 (Cir. Ct. Cook County, Ill.), (Lead counsel in shareholder litigation over Fujisawa takeover).

(f) *Starr v. Graham Energy* (Counsel for Objectors in New Jersey and for Plaintiffs in Delaware derivative litigation).

- **Objector Cases**

(a) *Hooker v. JMB/Arvida*, No. 92-C-7148 (N.D. Ill.) (Co-lead objectors' counsel against settlement of investor class' loss of entire \$234 million investment for \$6 million).

(b) *In re Domestic Air Transp. Antitrust Litig.*, MDL No. 861, 148 F.R.D. 297 (N.D. Ga.) (Krislov firm was one of the Objectors' counsel and was instrumental in identifying problem areas of the widely criticized settlement and eliminating the prohibition on use of the settlement coupons through travel agents).

(c) *Michael Milken and Associates Securities Litig.*, MDL No. 924 (S.D.N.Y.) (Krislov was a member of the nationwide Allocation Committee of the plaintiffs' counsel). We forced the disqualification of lead counsel in the MDL proceedings over the conspiracy to fix floor prices for compact disc music.

(d) *In re Compact Disc Minimum Advertised Price Antitrust Lit.*, 2001 WL 243494, (D.Me. 3/12/2001)(Hornby, Ch.D.J.) (case settled for \$115 million).

MASS TORT LITIGATION

As counsel for Longshore Objectors, Krislov uncovered potentially fatal defects in the original asbestos mega-settlements in the federal courts in Philadelphia and in Tyler, Texas and devised the use of a defendant third-party employer class to prevent individual potential forfeiture of Longshore Act benefits for longshoremen and harbor workers nationwide, without which the settlement could not have been approved. *Ahearn v. Fiberboard*, No. 6:93-cv-526, 1995 U.S. Dist. Lexis 11522, 11532, 11062 (E.D. Tex. July 27, 1995), *affirmed In re Asbestos Litigation*, 90 F.3d 963 (5th Cir. 1996), *reversed on other grounds*.

PARTNERSHIP ROLLUP LITIGATION

Krislov & Associates earned a nationwide reputation for contesting unfair "rollup" transactions in which limited partnerships are consolidated into new listed corporate entities in which existing management obtains an unfair proportion of the surviving entity. Krislov has been lead or co-lead counsel in cases in Delaware, *Preim v. Franchise Finance Corp. of America*, C.A. No. 13192 (Del. Ch.) (reduction of management share in \$900 million rollup); in Louisiana, *In re Prudential-Bache Energy Income Partnerships Securities Litigation*, MDL No. 888 (forced \$500 million auction plus improved \$120 million settlement); and in California, *Blumberg v. Glenborough Realty Corp.*, No. 391223 (Cal. Super. Ct. San Mateo Co.) (\$100 million real estate rollup).

MAJOR TAX LITIGATION

Prior to focusing on class actions, Mr. Krislov was a tax litigator involved in the litigation of major tax disputes, civil and criminal, with the federal government. *See, e.g., Caterpillar Tractor Co. v. United States*, 589 F.2d 1030 (7th Cir. 1978) (interplay of Domestic International Sales Corporation and Western Hemisphere Trade Company export provisions); *Estate of Jenner Commissioner*, T.C. Memo 1977-54 (U.S. Tax Ct. 1977), *rev'd on different grounds* 577 F.2d 1100 (7th Cir. 1978) (pre-IPO valuation of largest block of shares of closed-end investment company and permitting deduction of underwriting commission for Estate Tax and Estate Income Tax).

FEDERAL CONSTITUTIONAL LITIGATION

Matter of Grand Jury Subpoena Duces Tecum, 725 F.2d 1110 (7th Cir. 1984) (establishing invalidity of subpoenas issued by U.S. Attorneys without Grand Jury

authorization). *Shaper v. Tracy*, 97 Ohio App. 3d 760 (1994), *cert. denied*, 116 S. Ct. 274 (1995) and 76 Ohio St. 3d 241, 667 N.E. 2d 368 (1996) (Dormant Commerce Clause challenge to discriminatory state income taxation of only foreign-state municipal income).

ENVIRONMENTAL CLASS ACTIONS

Enzenbacher v. Browning Ferris Ind. Of Ill., 332 Ill. App. 3d 1079 (2nd Dist. 2002) settled case involving trespass and nuisance issues related to landfill on behalf of neighbors of the landfill.

VETERANS EMPLOYMENT RIGHTS

Veterans Legal Defense Fund v. Schwartz, 330 F.3d 937 (7th Cir. 2003). Veterans' right to statutory preferential hiring for state job openings.

VOTING RIGHTS; ELECTION LAW

- **Ballot Access**

In the widely cited *Krislov v. Rednour*, 97 F.Supp.2d 862 (N.D. Ill. 2000), affirmed 226 F.3d 851 (7th Cir. 2001), *cert. den. sub nom McGuffage v. Krislov*, 531 U.S. 1147 (2001), Mr. Krislov successfully attacked Illinois' ballot petition procedures that had previously prevented non-organization candidates from getting on the ballot. *See also Orr v. Edgar*, 179 Ill.2d 589 (1998), State constitution challenge to statute eliminating straight ticket ballot.

- **Absentee Voters-Right to Challenge Disqualified Ballots**

In another voting rights victory, the Krislov firm obtained class certification of a bi-lateral class of all absentee voters whose ballots were rejected without receiving notice until after the canvas of votes (so their votes were not counted) and against a defendant class of all 111 Illinois election authorities, ensuring that absentee ballot voters have uniform rights statewide. *Zessar v. Helander, et al.*, 2006 WL 573889 (N.D. Ill. Mar. 7, 2006) (certifying double classes); *Zessar v. Helander, et al.*, 2006 WL 642646 (N.D. Ill. Mar. 13, 2006) (granting Summary Judgment to Plaintiffs and the class).

- **Felon Politicians**

We successfully enforced the statutory prohibition on convicted felons from serving in municipal office, defeating efforts by four convicted felons to resume the office they had been convicted of corrupting. *Bryan and DelGado v. Bd. Of Election Commissioners*, Nos. 104105 and 104112 (Ill. S. Ct. Feb. 23, 2007).

REPRESENTATION OF DEFENDANTS

Krislov & Associates has also represented defendants in very limited instances. *Primax v. Sevilla*, 324 F.3d 844 (7th Cir. 2003) (successfully defended against plaintiff's action brought against named plaintiff, which was essentially an action brought in federal court to collaterally attack the progress of a state court class action); *see also, LaSalle v. Medco*, 54 F.2d 443 (7th Cir. 1995); *Lorence/Gallagher v. Cannonball, Inc.*, Nos. 89 CH 11016 and 89 CH 11347 (Cir. Ct. Cook County, Ill.); and *Cruz v. Blue Cross/Blue Shield of Illinois*, 396 F.3d 793 (7th Cir. 2005) (federal action against class action plaintiff involving Blue Cross Reimbursement Lien; claim upheld by Appellate Court), vacated by 126 S. Ct. 2964 (2006); and dismissed on remand to the Seventh Circuit, 495 F.3d 510 (7th Cir. 2007).

FAVORABLE MENTION BY COURTS

The standing of the Krislov firm in successfully conducting complex and class action litigation has been favorably noted by the courts. For example, in *Ryan v. City of Chicago*, No. 83-CH-390 (Cir. Ct. Cook County, Ill.), former Chief Chancery Judge Curry characterized our battle for the integrity of pension fund moneys against the forces of the City and its pension funds, who had engaged in the "Mugging of the Good Samaritan" stating:

The petitioner's [Krislov] efforts for and on behalf of the Firemen's Fund have now spanned nine years. His energy, persistence and legal scholarship have (1) righted a serious wrong, (2) secured

restitution for past misconduct, (3) created a climate which will assure fidelity in transmitting future pension fund tax receipts, (4) delivered a handsome recovery, (5) enhanced that recovery by ferreting out auditing mistakes, (6) secured an award of compound interest, and (7) engaged in collateral litigation so as to protect the benefits gained for the Firemen's fund.

Slip Op., December 14, 1992, at 7.

In approving the Firm's settlement with Blue Cross, Magistrate Judge Geraldine Soat

Brown stated:

I will note for the record that this Court presided over literally a score of settlement conferences in this case, at least nine of which were in person, and I think I counted – I stopped counting at eleven telephone settlement conferences in this case. Both sides were represented by able and experienced counsel who have represented parties in class actions of this nature and have made an informed evaluation of the benefits of settlement in light of the risks of litigation and possible recovery.

I think counsel has certainly earned the fees that are going to be awarded them in this case by the able way they have taken this case on, the fact that in these very difficult and complex issues they were able to assemble law, argument, discovery to support and bring the defendant to the table, and obtain a settlement of this case that benefits the class in this way. Those attorneys' fees are reasonable and well deserved.

September 30, 2004 Transcript of Final Hearing on Settlement before Magistrate Judge

Geraldine Soat Brown. *Brannan v. Health Care Service Corp.*, No. 00-CV-6884 (N.D. Ill.),

coordinated w/ *Coughlin v. HCSC*, No. 02-CV-0053 (N.D. Ill.) and *Doyle et. al. v. Blue Cross*

Blue Shield of Illinois, No. 00 CH 14182 (Cir. Ct. Cook County, Ill.).

ATTORNEY BIOGRAPHIES

CLINTON A. KRISLOV

Clint Krislov, a graduate of Northwestern University (B.A. 1971), Phi Beta Kappa, and Cornell Law School (1974), is the founder and senior attorney of Krislov & Associates, Ltd.

Admitted to practice in Illinois and Michigan state courts, the United States Supreme Court, numerous Circuit Courts of Appeals (2d, 3d, 5th, 6th, 7th, 9th, 11th and Federal Cir.), all U.S. District Courts in Illinois (including trial bar) and N.D. Ohio, plus the U.S. Tax Court and Court of Federal Claims.

Mr. Krislov, an Adjunct Professor of Law at Chicago-Kent College of Law, teaching courses in Consumer Protection Law (2001-2005) and federal income tax (1976-7), founded and directs the law school's Center for Open Government™ law clinic.

He has authored several articles, including: *The Illinois Consumer Fraud Act: Hey! What Happened to all the Strict Constructionists?*, *Judicial Add-Ons are Ruining a Perfectly Good Statute*, 11 Loyola Consumer Law Review 224 (1999); *"Scrutiny of the Bounty: Incentive Awards of Plaintiffs in Class Actions,"* 78 Illinois Bar Journal 286, June 1990; "Tax Considerations in Buying, Selling and Dissolving the Professional Practice," in Professional Practices, IICLE, 1986; "Civil and Criminal Tax Litigation," in 1981 Federal Tax Skills Course, IICLE, 1981; "Evaluating Publicly Syndicated Investments," in Basic Tax Shelters, IICLE, 1984.

Mr. Krislov has also served many terms as Chair, or vice-Chair, of the Chicago Bar Association Class Litigation Committee, and initiated programs of bench-bar communications which continue.

He also holds three United States patents in Digital File Security and Registration.

Mr. Krislov also serves as a member of the Board of Editors of Class Action Reports (1992-present), the Board of Trustees of the Chicago Chapter of the Federal Bar Association (1995-96), and the Chicago Region ABA-IRS Nonfiler Initiative (joint Program to reach out nationwide to persons who had not filed income tax returns offering amnesty-type opportunity to get on the system without fear of prosecution).

As a former candidate for the United States Senate, Illinois Attorney General, and Comptroller, Mr. Krislov has also led the fight to open the electoral system fairly for all participants. He is the 2001 recipient of Independent Voters of Illinois-Independent Precinct Organization's "Legal Eagle" award for his work in election reform and defense against corporate overreaching.

KENNETH T. GOLDSTEIN

Ken is a graduate of the University of Wisconsin, Madison (B.A. 1990) and The John Marshall Law School (J.D. 1996). He was a member of The John Marshall Moot Court Council, Spring 1995. He was admitted to practice in Illinois state and federal courts in 1997. Mr. Goldstein has been active in electoral and legislative politics in Illinois. He joined the firm of Krislov & Associates in January 1998. His practice is concentrated in consumer class actions and antitrust actions.

CHRISTOPHER M. HACK

Chris is a graduate of the University of Illinois, Urbana-Champaign (B.S., Journalism, 2000) and the John Marshall Law School (J.D., 2011). During law school, Chris was on the Dean's List. He received a C.A.L.I. award in Conflicts of Law and was a member of the John Marshall Review of Intellectual Property Law. He served as a research assistant for Professor Corey Yung, and externed for the Hon. Brigid Mary McGrath of the Circuit Court of Cook County. He also clerked for more than two years at the local office of Hagens Berman Sobol Shapiro LLP, a Seattle based plaintiffs' complex litigation firm, where he assisted on large scale class actions pending across the country. Prior to law school, Chris worked as a reporter and editor at a Chicago area daily newspaper. As a reporter, he covered state and federal courts, and was assigned for more than four years to the press room at the Dirksen Federal Building in Chicago. Chris joined Krislov & Associates, Ltd. in March 2012.

This is a true and correct copy of the original document as filed with the court. The undersigned certifies that this is a true and correct copy of the original document as filed with the court.

EXHIBIT 8

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

Michael W. Underwood, Joseph M. Vuich, Raymond Scacchitti, Robert McNulty, John E. Dorn, William J. Selke, Janiece R. Archer, Dennis Mushol, Richard Aguinaga, James Sandow, Catherine A. Sandow, Marie Johnston, and 338 other Named Plaintiffs listed in Exhibit 1 to Complaint, Plaintiffs,

No. 13 CH 17450,
Cal. 5,
Hon. Judge Cohen

v.

CITY OF CHICAGO, a Municipal Corporation,
Defendant,

and

Trustees of the Policemen's Annuity and Benefit Fund of Chicago;
Trustees of the Firemen's Annuity and Benefit Fund of Chicago;
Trustees of the Municipal Employees' Annuity and Benefit Fund of Chicago; and
Trustees of the Laborers' & Retirement Board Employees' Annuity & Benefit Fund of Chicago, et al. Defendants.

AFFIDAVIT OF CLINTON A. KRISLOV

STATE OF ILLINOIS)
COOK COUNTY)

I, Clinton A. Krislov, being duly sworn, hereby deposes and states as follows:

1. I am a resident and citizen of the State of Illinois.
2. I am the principal Attorney of my law firm Krislov & Associates, Ltd., located at 20 North Wacker Drive, Suite 1300, Chicago, Illinois 60606; telephone no. (312) 606-0500; facsimile no. (312) 739-1098; email: clint@krislovlaw.com.

3. I have reviewed the contents of this motion and exhibits, and they are true and correct to the best of my knowledge and understanding.

s/Clinton A. Krislov

EXHIBIT 9

Scrutiny of the Bounty: Incentive Awards for Plaintiffs in Class Litigation

Individual plaintiffs in successful class litigation may be entitled to bounty awards or other incentives to reward them for bringing litigation that benefits a class.

By Clinton A. Krislov

I. Introduction

One of the more interesting recent developments in class litigation has been the rise of incentive awards to the named plaintiffs, either as part of an agreed settlement or by court order after an overall class judgment.

Traditionally, class representatives have received no more than their own proportionate share of the class recovery. Named class representatives normally are entitled to reimbursement of expenses, but no compensation for their services. Many commentators have said that awarding class representatives anything more than their proportionate amount of the class recovery creates an unacceptable conflict between the class and the representatives, who seek more for themselves, possibly at class expense, and might justify disqualifying plaintiffs from certification as class representatives.

A. Why Compensate the Representative?

The plaintiff's role in these cases is to protect the interests of the class and foot the bill for litigation. However, the public policy favoring private civil litigation as a means to promote certain important social values often fails to provide adequate compensation or incentive for plaintiffs to take on this

burden simply on principle. The representative assumes substantial risk, not just of losing the time and costs of litigation, but also of retaliation or collateral notoriety. Retiree pensioners bringing an ERISA or other action against pension fund trustees may fear retribution against their pension checks. In one securities fraud class action, the plaintiff maintained the suit "in the face of public threats by defendants designed to intimidate him and cause him to drop it, including a threat of a \$5 million countersuit."¹

In general, class representatives are entitled to reimbursement of expenses if the suit is successful, but not compensation for their services.² In addition, the named plaintiff is a party to the litigation and not a witness, and so cannot be compensated for witness fees or travel expenses incurred in giving a deposition during discovery.³

Plaintiff-oriented attorneys have thus sought to create some incentive for potential plaintiffs to fuel the class action engine, since plaintiffs are clearly a necessary component.

B. Consultant Compensation

Some cases have approved compensating plaintiffs where they act as "important consultants" to class counsel in major antitrust or shareholder class and derivative litigation.⁴ But

the compensable consultant plaintiff is rare indeed. Most representative plaintiffs act solely as litigants, with limited capacity to help beyond offering testimony or other evidence.

II. Statutory Bounties

Federal statutes explicitly grant bounties for finders, initiators, and others who inform and take action for the benefit of the sovereign (the so-called "qui tam" actions) or for taxpayers at large.

The federal qui tam statute explicitly provides for a "bounty" of up to 25 percent of the proceeds recovered in civil actions under the Federal False Claims Act.⁵ The claimant must have filed suit; a mere informant is not eligible.⁶ Also, federal customs laws pro-

1. In *Re First Jersey Securities, Inc. Securities Litigation*, ___ F Supp. ___, MDL #681 (ED Pa June 23, 1989) order of Wolner, D.J., awarding \$25,000 to the named plaintiff whose efforts in the face of such intimidation "benefitted thousands of First Jersey customers... and the public investor in general."

2. Newberg, *Attorney Fee Awards* (1986) at § 2.24.

3. *Heverly v Lewis*, 99 FRD 135, (D Nev 1983).

4. *Boguslan v Gulf Oil Corp.*, 621 F Supp 27 (ED Pa 1985) (\$25,000 to each of two class representatives for valuable consultative assistance to plaintiff's counsel). Also see *AAMCO Automatic Transmissions v Taylor*, 82 FRD 405, 409-411 (ED Pa 1979), and *Genden v Merrill Lynch*, 700 F Supp 208 (SDNY 1988).

5. 31 USC §§ 3730(c)(1) and (2).

6. *United States ex rel Bayaraksy v Brooks*, 110 F Supp 175 (DNJ 1953), aff'd 210 F2d 257 (3d Cir 1954).

wide for awards of up to 25 percent of the recovery (but not to exceed \$25,000) to persons who detect and seize any vessel, vehicle merchandise, or baggage subject to forfeiture under the customs laws.⁷

The United States Department of Justice at one time hoped to legislatively enact such a bounty by a suggested revision of Rule 23 of the Federal Rules of Civil Procedure proposed in the Small Business Judicial Access Act of 1979.⁸

III. Case Decisions

Courts have approved awards in a variety of cases, generally without any statutory authority. All of the cases involve either class or derivative litigation. Most are contained in decisions confirming a settlement rather than an award over objection. But the premise of each one is to reward those who made a commitment and took a risk that ultimately benefitted a class.

A. Awards in Particular Substantive Contexts

Courts have approved incentive awards in pension cases.⁹ In securities cases these awards have become routine.¹⁰ The federal courts generally recognize that allowing such incentive payments furthers the goals of the private right of action laws and anti-fraud provisions, even without any explicit statutory provision, in the belief that "the effectiveness of the securities laws may depend in large measure on the application of the class action device. . . ." Courts have also given incentive awards to plaintiffs in employment and pension cases, as well as in employment discrimination,¹² prisoners rights,¹³ consumer protection,¹⁴ and antitrust¹⁵ cases.

B. Limitations and Controls on Incentive Awards

The awards are not rubber-stamped. Particularly for settlements, courts scrutinize the entire agreement to determine whether the named plaintiff has been "bought off" at class expense. Regardless of how it is articulated, the standard seems to be whether the overall class settlement is fair, and whether the additional reward is relatively small. In *Women's Committee v. Nat'l. Broadcasting Co.*,¹⁶ Judge MacMahon expressed concern

that representative premium settlements may be the product of collusion, but then applied a six-criteria test to approve a Title VII settlement in which \$200,000 in incentives were divided among the 16 named plaintiffs and their organization:

In our view, when representative plaintiffs make what amounts to a separate peace with defendants, grave problems of collusion are raised. Plaintiffs in class actions undertake to represent not only themselves, but all members of the class, in a fiduciary capacity, and are obligated to do so fairly and adequately, and with due regard for the rights of those class members not present to negotiate for themselves. But when named plaintiffs are willing to sign a consent decree granting them all or virtually all — 71% for example — of what they seek, a serious question arises as to whether the interests of the class have been relegated to the back seat. Under such circumstances, the court must be especially wary of approving the settlement, in view of its role under Rule 23(e) as guardian of the right of absent class members.¹⁷

The court found no rule requiring individual plaintiffs to share on exactly the same terms as other class members, and concluded that individual plaintiffs "may be 'rewarded' for

incentives that run not only to attorneys and encourage action by injured persons, those best able to detect violations. An active, informed citizenry is the best means to assure that there is widespread compliance with the law without the creation of a massive new bureaucracy. At present, persons with small injuries have little incentive to contribute to litigation on their behalf.

Bill Commentary, U.S. Department of Justice, Office of Improvements in the Administration of Justice, July 25, 1979, p.40. (Footnotes omitted.)

9. For example, Judge Moran awarded \$25,000 to the survivor of the lead plaintiff for the significant reforms accomplished for the pension participants in *Daniel v. Local 705*, ND Ill ED, Docket 74 C 2865, Moran, J. (Oct. 7, 1987). Also see *Ryan v. Chicago*, Cook County Illinois Circuit Court, February 15, 1989, Docket No 83 ch 390, a state court derivative action by pension participants to recover \$20 million in earnings for their municipal pension funds on pension tax levies diverted by the city. The court, after six years of litigation, awarded a total of \$25,000 (\$10,000 to the lead plaintiff, \$2,000-10,000 each among five individuals).

10. For example, in *Basile v. Merrill Lynch P.F. & S.*, 640 F Supp 697, 702 (SD Ohio 1986) the court created a \$948,000 separate cash fund for the named plaintiffs and intervening plaintiffs from a \$12.6 million settlement.

In *GNC Shareholder Litigation*, 658 F Supp 450, 451 (WD Pa 1987), the court awarded incentive payments totalling \$9,000 to three plaintiffs in litigation which took two years and produced \$2 million for the class.

Other district courts have not hesitated to make awards to named plaintiffs who have greatly benefitted a class. See *Trustee of the Florence Katz Trust v. La Petite Academy, Inc.*, ___ F Supp ___ (ED Pa 1989); *In re New York Shoes Securities Litigation*, ___ F Supp (ED Pa 1989), awarding \$4,000 incentive awards each to two named plaintiffs. Both cases reported at 12 Class Action Reports 539 (1989).

11. *Kahan v. Rosenstiel*, 424 F2d 161, 169 (3rd Cir 1970). Indeed, in *Blezak v. C.G.S. Scientific Corporation*, 387 F Supp 1184, 1189 (RD Pa 1974), the court declared that the "concept of the private attorney acting as a 'private attorney general' is vital to the continued enforcement and effectiveness of the Securities Acts." See also *Basile v. Merrill Lynch P.F. & S.*, 640 F Supp 697, 702 (SD Ohio 1986).

12. *Thornton v. East Texas Motor Freight*, 497 F2d 415, 420 (6th Cir 1974). See also *Dryan v. Pittsburgh Plate Glass Co. (PPG Industries, Inc.)*, 59 FRD 616, 617 (WS Pa 1973).

13. *In re Jackson Lockdown/MCO Cases*, 107 FRD 703 (ED Mich 1985).

14. *Trancelliti v. Minolta Corp.*, 666 F Supp 750, 752 (CD Md 1987); *Beech Nut Apple Juice Litigation*, Master File 86-6608 (ED Pa 1987); *In re Dun & Bradstreet Credit Services Customer Litigation*, 1990 US Dist LEXIS 3337 (SD Ohio WD February 23, 1990).

15. *Boguslan v. Gulf Oil Corp.*, 621 F Supp 27 (ED Pa 1986); *In re Franklin Container Corp.*, No. 77-3204 (ED Pa Order of October 26, 1987) Reported in *Newberg, Attorneys Fees*, 1989 Supp at 18.

16. 76 FRD 173 (SD NY 1977).

7. 19 USC § 1618.

8. HR 5103, 96th Congress, 1st Sess (1979). The proposal provided for two types of lawsuits in lieu of FRCP Rule 23(b)(3) class actions, to promote cooperation between private litigants and the government in seeking redress for "class-wide" grievances.

One of the proposed procedures provided for government prosecution of alleged federal violations uncovered by a private party. Where the government obtained recovery in such cases, the proposed law provided for an incentive payment up to \$10,000 to the private party who initiated the litigation by uncovering the violation and reporting it to the government.

The Department of Justice, in arguing for the proposed "incentive fee," stated as follows:

A major purpose of the procedure is to create



ABOUT THE AUTHOR

Clinton A. Krislov, senior attorney of Krislov & Associates, Ltd. of Chicago, concentrates in class actions, taxpayers and shareholders suits, and consumer and public interest litigation. He received his undergraduate degree from Northwestern University in 1971 and his J.D. from Cornell Law School.

Scrutiny of the Bounty

(Continued)

bringing and successfully concluding a lawsuit under Title VII.¹⁷

The court went further, noting the national policy of encouraging plaintiffs to bring private actions to further the policies of the act, and then applied a six-factor test which convinced it to lay aside doubts about awarding class representatives different settlement terms from those for the class overall.

First, the parts of the settlement awarded to the entire class afforded "significant monetary and injunctive relief, covering every available aspect of relief sought in the complaint," and which if standing alone would have merited the court's approval.¹⁸ Second, the likelihood of collusion was minimized by the presence in the case of the EEOC, which intervened in the public interest and fully endorsed the consent decree as proposed, including the separate award.

Third, no other class members appeared in the suit and no objectors appeared at the hearing on the settlement (although two did object by letter). Fourth, the settlement did not preclude women who had already filed claims from pursuing them independently. Thus anyone else who had felt strongly enough to do something on her own could pursue the matter. Fifth, the court found that the plaintiffs (active employees of the defendant) had "instituted significant obligations, perhaps at some risk to job security and goodwill with co-workers, resulting in broad ranging benefits to the class."²⁰ Finally, the court noted the general policy favoring amicable settlement and added that cooperation and voluntary compliance are especially favored in Title VII cases.²¹

In practice, the last factor would nearly always weigh against litigation to the bitter end; consequently, the factors essentially reduce to five. While this approach seems reasonable, it has been followed more in spirit than in practice. The cases approving incentives generally do so on a general, overall finding of fairness.

C. Courts Rejecting or Qualifying Incentive Awards

A few courts have rejected the concept entirely. In *In Re Gould Securities Litigation*,²² the court approved a settlement totalling \$10 million, awarded fees of approximately \$2 million, but denied plaintiffs' requests for five incentive awards of \$5,000 to \$8,000 as prohibited preferred treatment of class representatives:

By bringing an action as a class action, a named plaintiff disclaims any right to preferred treatment in settlement. That disclaimer applies even though the named plaintiff undertook extra responsibilities during the litigation.

Though the Seventh Circuit has not addressed the issue of incentive fees

"The [class] representative assumes substantial risk, not just of losing the time and costs of litigation, but also of retaliation or collateral notoriety."

directly, it has indicated that disparate treatment in the form of favoritism to named plaintiffs is a sign that the settlement is unfair....

Because the plaintiffs chose to be treated as class members, we deny any preferred treatment through an incentive award. To decide otherwise borders on permitting a lay plaintiff to share in the attorneys' fees. The real danger is a potentially undesirable precedent where every named plaintiff would expect a "fee" or "bounty" for the use of his or her name to create a class action. It is not difficult to envision a scenario, certainly not in this case and with these lawyers, of prospective named plaintiffs becoming involved in a bidding war (with the ante spiralling upward for their "services") with prospective class counsel.²³

In *Wesley v Spear Leeds & Kellogg*,²⁴ the district judge rejected the request for a \$5,000 award to the named plaintiff in a case against a New York Stock Exchange specialist for manipulation of prices on Black Monday in October of 1987. From the settlement of \$2.5 million, the court approved attorneys' fees of \$575,000 (23 percent of the fund) but refused to grant the plaintiff, an ophthalmologist, a special

award of \$5,000 requested to compensate him for the time and inconvenience of serving as class representative. The court first made the dubious distinction that the plaintiff was not a lawyer, contrasting the case with *Genden v Merrill Lynch*,²⁵ where the plaintiff rendered "consultative services" for the class during the course of the litigation. Then the judge rejected the concept essentially *per se*:

Although it is laudable that plaintiff undertook to prosecute this litigation, the court perceives no circumstances warranting a special award. A class representative is a fiduciary to the class. If class representatives expect routinely to receive special awards in addition to their share of the recovery, they may be tempted to accept suboptimal settlements at the expense of the class members whose interests they are appointed to guard.²⁶

This conclusion ignores both the real disincentives to plaintiffs to bring these actions in the first place and ignores the anti-collusion protection inherent in requiring that these awards be either granted or approved by the court.

Despite these rulings, however, most courts have approved the concept of incentive awards but exercised their supervisory authority to reject settlements with plaintiff awards where rejection was necessary to achieve fairness for the class. However, the incentive award is rarely the only problem; it is usually just one of the factors reviewed by the

17. *Id.* at 180. \$30,000 was distributed to the organization and \$170,000 distributed among 16 individuals in amounts ranging from \$1,336 to \$35,174, averaging \$11,000, amounting to 71 percent of their backpay claims, compared to the \$540,000 backpay lump sum distributed in \$500 and \$1,000 amounts to other women, plus a \$860,000 affirmative action fund, plus prospective hiring and employment reforms.

18. *Id.* at 181, citing *Thornston v East Tex. Mot. Frl.*, 497 F.2d 416 (6th Cir. 1974).

19. *Id.* at 181.

20. *Id.* at 182.

21. *Id.*

22. 727 F Supp 1201, 1208-9 (ND Ill. ED 1989).

23. *Id.* at 1209 (citations omitted). This analysis is probably wrong on two counts. First, the cited decisions were all court approvals of class settlement as fair to the class over one or more named plaintiffs' objection that he or she did not get more. Second the feared "bidding war" would not ethically arise since attorneys could agree to submit a request for incentive award, but could not offer "bonuses for signing" any more in class actions than in personal injury tort cases.

24. 711 F Supp 713, 720 (EDNY 1989).

25. 700 F Supp 208 (SDNY 1988).

26. *Wesley*, 711 F Supp at 720.

court in rejecting an overall settlement package.

In *Plummer v Chemical Bank*,²⁷ the second circuit appellate court held that the district court had not abused its discretion in denying approval for a settlement, with incentives, of an employment discrimination class action, but held that the parties should be given leave to amplify the record in specified areas. The court noted that class settlements are subject to abuse because of the limited control of class members.²⁸

In *Lyon v Arizona*,²⁹ the district court rejected a settlement which would produce hard cash for \$265,085 in attorneys' fees, backpay for only the named plaintiffs (who were class counsel's wife and father-in-law), but only injunctive future relief for the unnamed class members. Added to this were a host of other defects to the class action, including counsel's never seeking certification (after more than three years), counsel's familiar relationship with the representatives, and in a settlement granting his wife cash benefits not afforded to the rest of the class, counsel's having sought to negotiate settlement prior to seeking certification (contrary to the plan laid out by section 1.46 of the *Manual for Complex Litigation*), and negotiating fees while negotiating the claims of unnamed class members.³⁰

While any of these items alone might not have killed the settlement, the court found a conflict of interest between the uncertified and unnamed class and counsel and his relatives.³¹

In *Holmes v Continental Can Co.*,³² a Title VII case alleging race and sex discrimination in job assignments, the eleventh circuit court of appeals overturned the district court's approval of a settlement which allocated half of the \$3,775 back pay award to eight named plaintiffs and the other half in various proportions to the remaining 118 class members. Thirty-nine class members objected to the manner of its allocation, although apparently no one objected to the total settlement amount.

Reviewing the district judge's approval of the settlement on an abuse of discretion standard, "in the light most favorable to the lower court's approval of the settlement,"³³ and to be "overturned only upon a clear showing of abuse of discretion,"³⁴

the court found no support in the record to overcome the "facial unfairness" of the settlement.³⁵ The court stated that a settlement which explicitly provides preferential treatment for the named plaintiffs creates a heavy burden on its proponents to document its fairness.³⁶

Although there is no rule that settlements benefit all class members equally, a disparate distribution favoring the named plaintiffs requires careful judicial scrutiny into whether the settle-

27. 668 F2d 654 (2d Cir 1982).
28. Id at 658 (Citing *Pettway v American Cast Iron Pipe Co.*, 576 F2d 1157, 1169 (5th Cir) cert den, 459 US 1115 (1978).
29. 80 FRD 665 (D Ariz 1978).
30. See also *Prandini v National Tea Co.*, 557 F2d 1015 (3d Cir 1977).
31. 80 FRD at 669. See also companion case, *Munoz v Arizona State Univ.*, 80 FRD 670, 672 (D Ariz 1978), where the court applied the same reasoning to reject the settlement and deny certification.
32. 706 F2d 1144 (11th Cir 1983).
33. Id at 1145.
34. Id at 1147.
35. Id at 1148.
36. Id at 1147.



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Scrutiny of the Bounty

(Continued)

ment allocation is fair to the absent members of the class. Courts have refused to approve settlement on the ground that a disparity in benefits evidenced either substantive unfairness or inadequate representation. . . . The inference of unfairness may be rebutted by a factual showing that the higher allocations to certain parties are rationally based on legitimate considerations. Settlements entailing disproportionately greater benefits to named parties are proper only when the totality of circumstances combine to dispel the 'cloud of collusion which such a settlement suggests.'

While the court generally deferred to counsel's opinion in the case and implied that a few objectors might not be fatal, the large number of objectors required reversal and remand for further proceedings.³⁷ Nor did it help that the individual claims of some of the named plaintiffs receiving disproportionate benefits were apparently time barred, and thus could not form the basis of a disproportionate award.³⁸ The appellate bench found that the only solution to the problem was to permit an opt-out procedure for the objectors even though the procedure is generally not available in cases certified under (b)(2) of Federal Rule 23.³⁹

Originally decided prior to *Holmes*, the sixth circuit rejected a settlement with incentives, then changed its mind.⁴⁰ The settlement of an employment discrimination suit provided for backpay awards and attorneys' fees for two named plaintiffs plus additional attorneys' fees, with the other class members merely afforded a procedure for making similar claims. The court initially believed that the settlement imposed a greater burden upon the unnamed class members than already existed under law and believed that the "preferred positions of the named plaintiffs should have signaled the district court of potential inequities in the proposed settlement."⁴¹ Surprisingly, the named

plaintiffs were not given notice of the appeal.⁴² When the named plaintiffs asked for and received a rehearing, they were able to satisfy the court of appeals that the settlement's agreed claim procedure created a presumption of the employer's discrimination against class members. It was enough that the settlement placed the plaintiffs and others in a better position than they would have been in individual actions, and the court changed its mind and approved the settlement.⁴³

Later in *League of Women v. City of Milwaukee*,⁴⁴ there were objections lodged by 108 class members, but the court still approved a consent order under which class members with prior charges of discrimination received special relief in the settlement.⁴⁵

IV. Conclusion

Incentive awards to named plaintiffs in class, derivative, and public interest cases may be justified as essential to providing necessary incentive or encouragement to private actions to enforce certain public interests. These may be to enforce anti-fraud standards in securities and corporate law, anti-discrimination in employment, fiduciary duties and obligations under ERISA and other pension laws, and to prevent illegal spending of taxpayers' money or reduce evasion of the fisc.

These awards should raise no special ethical problems. While the plaintiff's attorney cannot promise the plaintiff an award in advance, there would seem to be no reason to question the attorney's commitment in the

initial engagement agreement to request an incentive award if the primary claim is successful.

Incentive awards are thus legitimate bounties for producing certain benefits for a class and for society. The efforts to categorize them as con-

"The awards are not rubber-stamped. Particularly for settlements, courts scrutinize the entire agreement to determine whether the named plaintiff has been 'bought off' at class expense."

sultants' fees or the like are well-motivated but disingenuous. Instead, they are the reward for those who put themselves at risk on the class behalf, sometimes when no one else knew, cared, or was courageous enough to assume the risk. *ATA*

37. *Id.* at 1148. (citations omitted).

38. *Id.* at 1151.

39. *Id.* at 1151, n.6.

40. *Id.* at 1156.

41. *Franks v. Kroger Co.*, 649 F.2d 1216 (6th Cir. 1981), vacated 670 F.2d 71 (6th Cir. 1982).

42. 649 F.2d at 1226.

43. 670 F.2d at 72.

44. *Id.*

45. 588 F.Supp. 1004 (E.D. Wis. 1984), a Title VII case challenging the promotion, transfer, and assignment procedures of the Milwaukee Police Department under both Title VII of the Civil Rights Act of 1964, 42 USC § 2000 and the State and Local Fiscal Assistance Act, 31 USC § 112.

46. 588 F.Supp. at 1024.

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