## KRISLOV & ASSOCIATES, LTD. ATTORNEY-CLIENT CONTINGENT FEE AGREEMENT

I, _	, ("I" or "Client") hereby retain CLINTON A.
Krislov a	and KRISLOV & ASSOCIATES, LTD. (the "Attorney") as my attorney, to prosecute and
settle all cl	laims which I have or may have, individually or in a class action, for myself and others
similarly s	ituated, against:

The City of Chicago, and the Police, Fire, Municipal and Laborers' Annuity and Benefit Funds, any trustees, officers, employees and agents;

and all others against who I may have claims arising from:

## **Entitlement to Retiree Healthcare.**

I authorize Attorney to fully investigate, prepare and prosecute my claim, including filing a lawsuit, individual or class action, and engaging such co-counsel as Attorney may choose. I certify that I have related the facts of my claim fully and truthfully, to the best of my knowledge and belief, and I agree to fully cooperate with and assist Attorney in pursuing my claim.

<u>Class Action</u>: I further authorize Attorney to pursue the case as a class action, and agree to serve as the class representative in the case.

<u>Cost and Fees</u>: In consideration for services rendered by Attorney, Client agrees to pay or be responsible, contingent on recovery, for all costs and expenses of pursuing such claims, plus attorneys' fees equal to 33-1/3% of the gross amount recovered (40% in the event of any appeal), or such other fee amount as the relevant court may approve.

Attorney may deduct, from the proceeds of any recovery from the claim, the attorneys' fees to which Attorney is entitled under this Agreement, together with all costs and expenses which remain unpaid.

Client hereby assigns to Attorney the Client's right to any attorneys' fees and also assigns to Attorney all attorneys' fees that may be awarded to Client as a result of Attorneys' prosecution of Client's claim.

<u>Withdrawal</u>: If, after reasonable investigation of the claim, Attorney determines that it is not practical to prosecute the claim, Attorney may withdraw from this representation under this Agreement, by giving me notice of that determination.

Settlement: My attorney is not authorized to settle my claim without my consent. However, if my Attorney is unable to contact me by reason of my not having informed Attorney in writing of all changes in address, name and telephone number, Attorney shall have and is hereby granted the power of attorney to settle the claim on my behalf. Client understands that it is the policy and practice of Attorney to decline any offer of settlement that does not fully recover the attorneys' fees and costs incurred in representation, and Client agrees that the claim

will not be settled for less than a full recovery of attorneys' fees and costs incurred in representation.

Attorney will advance all costs and expenses of the litigation and may recover them from my recovery in this case. I understand that these costs may include, but are not limited to, court costs, transcripts, court reporters, costs of notice to other class members, photocopying, postage and other out-of-pocket expenses.

I agree to the above terms of Attorney engagement and certify that the following information about me is true and correct.

Name:		-
Address:		-
City, State, Zip:		-
Telephone:		-
Email:		-
Participant ID No.		-
I participate in the City's retiree	healthcare program because I am	a:
☐ Retiree ☐ Spouse ☐ □	Dependent Other (please s	pecify)
Primary person's date of retirement	ent:	
Primary person's hire date by the	e City:	
Positions with the City:		
I am a participant in the followin	ng Fund(s)	
☐ Police ☐ Fire ☐ M	Municipal Laborers	
Date:	Signature:	
ATTORNEY: Krislov & Associates, Ltd.		
By:Clinton A Krislov		

## **DUTIES OF A CLASS REPRESENTATIVE**

- 1. A class representative represents the interests of all members of his or her class in litigation to recover money damages for the class.
- 2. A class member has claims that are typical of those of the class, and therefore, involve <u>common issues</u> of law or of fact. For example, as a class representative, my claims against the defendants are <u>typical</u> of the class members because participants in the City's Retiree Healthcare program (especially those within my particular category) have identical rights to continuation of any subsidized healthcare plan against diminution or impairment.
- 3. A class representative always considers the interests of the class just as he or she would consider his or her own interests.
- 4. A class representative participates actively in the lawsuit, such as by testifying at deposition and trial, answering written interrogatories, producing all requested relevant documents and keeping generally aware of the status and progress of the lawsuit.
- 5. A class representative recognizes and accepts that any resolution of the lawsuit, by settlement or dismissal, is subject to court approval, and must be designed in the best interest of the class as a whole.
- 6. A class representative is not required to be particularly sophisticated or knowledgeable with respect to the subject of the lawsuit. However, the class representative should be interested, on a continuous basis, in the progress of the lawsuit, and make every effort to provide his or her lawyers and the court with all relevant facts of which he or she is aware.
- 7. A class representative volunteers to represent many other people with similar claims and damages because of the importance that all benefit from the lawsuit equally; because a class lawsuit will save time, money, and effort, and therefore, will benefit all parties and the court; and because the class action is an important tool to assure compliance with federal securities laws.

I have reviewed and acknowledge action litigation against certain officers a	e my duties as a class representative in class and directors of
Signed:	Dated: