No. 120704
IN THE SUPREME COURT OF THE STATE OF ILLINOIS

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 388 Other Named Plaintiffs listed, Plaintiffs-Appellants, v. CITY OF CHICAGO, a Municipal Corporation, Defendant, and Trustees of the Policemen's Annuity and Benefit Fund of Chicago; Firemen's Annuity and Benefit Fund of Chicago; Municipal Employees' Annuity and Benefit Fund of Chicago; and Laborers' & Retirement Board Employees' Annuity & Benefit Fund of Chicago, et al., Defendants-Appellees.	On Appeal for Direct Appeal from the Illinois Appellate Court, First Judicial District No. 15-3613 (Preliminary Injunction Appeal) There on Interlocutory Appeal from, Trial Judge: Hon. Neil Cohen, Case No. 13-CH-17450 Date of Denial of Preliminary Injunction: December 23, 2015 Interlocutory Appeal: December 29, 2015

Plaintiffs' Reply Brief In Support of Rule 302(b) Motion For Direct Appeal

This Reply Brief responds to the City's opposing brief and addresses the impact of the court's recent decision in *Matthews v. CTA* 2016 IL 117638.

The City's Introduction and Fact Presentations omit and misstate the facts and issues, that have been present since the beginning of the case, and contemplated for ultimate resolution by this court, and participants are entitled to have their benefits preserved until the legality of the City's actions can be determined.

This is the same *Korshak* litigation over retiree healthcare that the City initiated nearly thirty years ago, and was tried but settled (around the annuitants initially) by a series of interim settlements, all of which explicitly preserved the participants' rights to revive these claims to permanent healthcare coverage in retirement.

The impending deadline for retirees is purely the product of the City's 2013 declared intention to "phase out" and end retiree healthcare at the end of this year. And the delay in this matter getting to this court is solely due to the City's successful efforts to delay, divert, and defeat Participants' multiple requests to enjoin the City from making any changes while the (il)legality of the City's actions is being addressed.

The City's obfuscatory opposition:

(i) ignores this is City-created need for final resolution of a dispute the City began in 1987 but has unilaterally declared a phase out and termination at year end,

(ii) ignores it is the provider of a benefit it explicitly provided (not merely "subsidizing" a benefit provided by someone else), explicitly to its annuitants, thus subjecting itself to Article XIII, Section 5's prohibition on reducing the City of Chicago Annuitant Medical Benefit,

(iii) omits the fact that all of the serial settlements through 2013 explicitly preserved and contemplated the revival of Participants' claims to lifetime healthcare coverage in their retirement, which have always been headed to this court on pure issues of law, because the facts are not materially disputed,

(iv) blames participants for the delay in this case's getting before this court, since dating just from 2013 alone, participants repeated efforts to obtain a decision on the merits have been thwarted by the City's determined efforts to delay, divide, and defeat

participants' multiple and pending requests for summary judgment, class certification and injunction-- which the City has to date successfully evaded in all cases without addressing its merits and,

(v) this court's recent *Matthews* decision, coupled with *Kanerva* and *Heaton*, all support participants' rights to lifetime coverage under the City of Chicago Annuitant Medical Benefit Plan.

A. This case fits well with those in which this court has granted direct appeal under Rule 302(b)'s public interest criteria.

In addition to the almost all-fours, *Kanerva v. Weems*, 2014 IL 115811, (direct appeal granted under Rule 302(b) to address the Art. XIII §5 Constitutional protections for annuitant healthcare, in four cases challenging the validity of P.A. 97-695 reducing the state's share of health insurance provided to former State employees; see also, *Friends of Parks v. Chicago Park District*, 203 Ill.2d 312, (2003), granting direct appeal in declaratory action over public trust doctrine constitutionality of the Illinois Sports Facilities Authority Act § 3, 70 ILCS 3205/1; *Maddux v. Blagojevich*, 233 Ill.2d 508 (2009), granting direct appeal for equal protection challenge by sitting judge and a group of eligible judicial voters challenging constitutionality of the Compulsory Retirement of Judges Act, 705 ILCS 55/0.01, et seq.; *Curran v. Bosze*, 141 Ill.2d 473 (1990), father of twins sought direct review to compel one twin to submit to a bone marrow harvesting procedure to donate to the other twin who suffered from leukemia; and *Landmarks Preservation Council of Illinois v. City of Chicago*, 125 Ill.2d 164 (1988), direct review granted for private organizations and the National Trust for Historic Preservation challenge to city ordinance rescinding the landmark status of a building; *In re Application of Rosewell*, 127 Ill.2d 404, (1989), enforceability of county tax liens against previously sold

properties; *Hobbs v. Hartford Insurance Company of Midwest*, 214 Ill.2d 11 (2005), insureds' suits to recover uninsured motorist benefits based on intra-policy stacking. insurer's Rule 302(b) motion granted.

B. The Procedural and Factual Summary of the Case. A short history of the 29 years of this retiree healthcare litigation demonstrates this is the contemplated revival of the City's *Korshak* annuitant healthcare litigation which it initiated in 1987.

This is the same case that has been going off and on since the City initiated it in 1987. The City miscasts it as three separate cases dealing with three separate time-limited statutes and settlements.

As described in our opening motion and our Third Amended Complaint, this is the *Korshak* litigation, launched by the City in 1987, tried to the court, but settled before decision, initially around the participants, by a series of interim settlements, all of which explicitly preserved the participants' right thereafter to revive their claims to lifetime coverage; and whose current end-of-2016 deadline is solely the result of the City's declaration to end coverage entirely at the end of this year.

The City's ascribing delay to the participants is disingenuous. The City ignores that participants have repeatedly requested injunctions to preserve the status quo and block the City's declared "phase out" of the healthcare benefits until the courts have determined the participants' rights to lifetime coverage and the (il)legality of the City's reducing that benefit, under the Constitution, contract and estoppel. The retirees are frustrated by the City's strategy of blocking revival, dividing the claims, forcing the case to be brought as a new complaint, which was then removed to federal court. The Federal Court wrongly granted dismissal, and the City *opposed* our repeated requests to have the federal court refer the issues to this court.

When remanded in 2015, the Circuit Court ignored the prior decision upholding the claim. Further, the Court gave lip service to the Constitution, and ignored the fact the City is the provider, not the mere subsidizer, of a medical benefit plan whose benefits explicitly flow from participants being annuitants of one of the City's four retirement systems, and which the City and Funds repeatedly informed participants were lifetime benefits.

The City really does not dispute the urgency of the situation, albeit arguing the urgency is not the City's changing the rates after 2013, but rather in terminating the coverage entirely at the coming end of this year. In that last respect, we agree.

The City's repeated efforts to delay, divert, and defeat have successfully evaded our repeated efforts to preserve the status quo, and rapidly get to a definitive resolution, and have brought us to the point that, without this court's involvement now, the clock will likely run out on participants' coverage before the courts are able to address the strength of their claims.

C. The short summary is that the City provided (did not merely subsidize, it was the insurer) annuitant healthcare coverage at no cost to annuitants since 1960.

The City has provided healthcare to its retirees since 1960. In 1983, based on an agreement between the Byrne administration and the Police and Fire Fund trustees, the Pension Code was amended to create a vehicle for those Funds to reduce the City's direct costs of providing healthcare coverage, by ostensibly having them provide a health plan for their annuitants, and subsidize it at the $21 (Medicare)/$55 (NonMedicare) monthly rate charged by the City for their coverage, with the subsidy funded by a tax levied by the City, in addition to its normal pension contribution. A similar statute was enacted in 1985 for Municipal and Laborers Fund participants at a flat $25 per person. And they fulfilled those obligations by the City acting as insurer, providing the benefit.

After the City was discovered in 1987 to have been converting pension tax levies for its own use and was facing a $19 million liability to the even-then unfunded Funds, the City (now the Washington administration) concocted a game-plan to assert it had been illegally paying annuitant healthcare costs but would agree to leave retiree healthcare intact if the Funds' Trustees would waive their claims for their Funds' lost earnings. When the Funds refused the gambit, the City launched the *City v. Korshak* case seeking a declaration it was not obligated to provide retiree healthcare and could recover all the money it had spent on it. The Funds and Participants counterclaimed, asserting that participants were enforceably entitled to lifetime healthcare coverage because: 1) the City-provided plan was a contractual obligation it had made with the Funds (i.e., that they had fulfilled their obligation by engaging the City, and the City provided the coverage as the insurer, 2) the City had represented the coverage to participants as a term of their employment, in writings and in repeated pre-retirement seminars conducted by the City, and 3) if not by formal contract, the plan was enforceable by estoppel.

Circuit Judge Green dismissed the City's complaint, and upheld the counterclaims by the Funds and the Participants, who also asserted the benefit as protected by Illinois Constitution, Art. XIII, Section 5. The case went to trial in June 1988 and was completed. However, before the court could rule, the City and the Funds entered into a settlement, which allocated costs over the next ten years, and guaranteed the participants' right, if no permanent resolution was reached, to thereafter revive whatever claims they could have made on October 19, 1987 when the *Korshak* case began.

No permanent resolution having been reached, with the now Daley administration in office, by the end of 1997, the participants moved to revive their claims, and were

rebuffed by Judge Green, but obtained the appellate court's reversal and order to revive the claims. Litigating again, participants were able to obtain a new ten-year interim settlement in 2003, again explicitly retaining their right at the June 30, 2013 expiration to revive and assert whatever claims they had to lifetime healthcare coverage when the case began in 1987. During the term of this agreement, it was also discovered that the City's method of projecting costs was inaccurately high, so an audit and reconciliation agreement was effectively added, which resulted in refunds of more than $51 million over the ten years of this settlement.

At the June 30, 2013 conclusion of this settlement, the City and Funds again opposed reviving the *Korshak* case. Circuit Judge Cohen ruled the case could not be revived within the *Korshak* case, and directed the participants to file a new complaint.

When the case was refiled, sub nom. *Underwood v City, et al.*, the City (now a defendant in the new case) removed the case to federal district court, where Judge Holderman dismissed the complaint, in the wrong prediction that retiree healthcare would not be regarded as protected by the Pension Protection Clause, and denied as moot both class certification and preliminary injunction.

On appeal, the Seventh Circuit held the case pending this court's ruling in *Kanerva v. Weems*, then vacated the dismissal of state claims and remanded the case for further remand to the Circuit Court of Cook County, where it now is pending.

D. The facts of this case have never been materially disputed, and this case has, from its beginning, always been on a track to have its merits addressed by this court.

The facts underlying the claims have never been seriously disputed. The City has, since the 1960s provided this coverage, explicitly and exclusively to annuitants, and

conducted years of pre-retirement seminars advising senior employees that the coverage is lifetime. While the speakers may not have been the Mayor and the City's aldermen, the numerous presentations over the years from 1983 to 1987 is sufficient to conclude that the pre-retirement seminars were sufficiently regular as to be the authorized actions of the City, sufficient to subject it to fulfilling this obligation by Constitution, Contract (as a term of employment) and Estoppel. And the Funds, from the beginning, asserted that the City's obligation to annuitants was based on an agreement entered into with the Funds. (See, Fund' Korshak Counter Complaints A64, C 566 – C 697).

E. The delay in this case reaching this court until now is due to the City's repeated and determined efforts to defeat and delay these claims from being heard, despite its explicit agreement that participants could revive these claims upon the expiration of the previous settlements.

The City's blaming the participants for delay (City at 2, 21-22,) repaints history, because it is the City's determined efforts that have precluded our repeated efforts to obtain a merits decision and preserve the benefits status quo until achieved. While we viewed *Kanerva*'s clear declaration as directing a favorable resolution of the City retirees' claims here as well, the City, now joined by the Funds seeking to end their own obligations, make it clear that they all want to stop providing benefits now, but force the retirees to a war of attrition, and prevent the ultimate resolution from occurring any time soon; perhaps ever.

From the first 1987 settlement the City and Funds foisted over the participants' unanimous objections, through the 2003 Settlement's June 30, 2013 expiration, each settlement has contained an explicit right of participants to revive any claims they had when the City initiated this battle on October 19, 1987. But, as each settlement expired without a permanent resolution being reached, and each time the participants exercised their explicitly preserved right to revive their claims for permanent coverage, the City and

the Funds have fought to prevent that from ever occurring. A65- C846, C856 and Plaintiffs Opening Brief at Ex. 1 (Appellate Brief at page 12).

And each time the participants succeeded in reviving the claims, we also sought repeatedly to block the City's changes and to preserve the status quo (we count at least seven[1] such motions) of which only the one at issue here was addressed on its merits, and sought to enjoin the City from changing the terms of the City of Chicago Annuitant Medical Health Benefits Plan while the litigation is pending.

Specifically, when the 1989 settlement expired, the participants' motions—to revive the case, return to active calendar, set a schedule for decision on the merits and injunction—were opposed, initially denied and dismissed, but reversed by the Appellate Court[2], reinstated, litigated over opposition to injunctions, all leading to another interim settlement in 2003, which again preserved their rights to revive their claims at the settlement's June 30, 2013 conclusion.

When the Retirees sought to do that, Circuit Judge Cohen rejected their right to revive within the existing *Korshak* case, requiring us to file it as a new case, with a new complaint, which we did, only to have the City remove the case to federal court, turning this into a two-year diversion, in which the City sought and obtained a dismissal (based on the District Judge's wrong prediction that this court would reject Constitutional protection for retiree healthcare benefits) and denial of the injunction request as moot.

Participants appealed to the Seventh Circuit, which stayed the case pending this court's decision in *Kanerva*, and denied our motions twice to refer the matter to this court

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[1] See Ex. 1.

[2] *Ryan v. City and Korshak*, Ill. App.Order June 15, 2000, Exhibit 12 to Third Amended Complaint.

for ruling on the claims. Following this court's clear *Kanerva* declaration that annuitant healthcare is protected, the Seventh Circuit gave the City a half-loaf in dismissing the federal claims, and remanding the case to the Cook County Circuit Court.

Upon remand to the Circuit Court, the City and Funds again sought to preclude plaintiffs from reviving the claims, disavowing their commitment to revive and now asserting them to be time-barred. While Judge Cohen initially rejected that restrictive reading of the reservation, nonetheless, the City and Funds have reasserted the same defenses, seeking to dismiss our Third Amended Complaint.

In context, the Circuit Court's declared determination to handle the case on a "linear path", explicitly committing to address all of defendants' assertions before ever reaching any of plaintiffs' claims—simply entertains the City's slow boat to nowhere strategy.

F. The public interest favors this matter coming to this court directly.

The City's dispute that the public interest is implicated is more than a little disingenuous, as well.

The public interest supporting direct appeal is obvious – the case presents near purely legal claims to permanent healthcare coverage by some 22,000 affected public employees, whose health insurance coverage is being entirely cut-off at the end of this year by the City and, for most of whom, their City employment does not, and cannot, qualify them for coverage under the federal Medicare program, no matter how many quarters they worked, nor what age they attain[3].

[3] Local government employees who were originally hired and began their work prior to April 1, 1986 cannot qualify for healthcare coverage under the Medicare plan by their government employment, *regardless of their length of service or age*. (*See* Federal

The City's assertion, at 26, that the retirees can obtain coverage elsewhere at comparable or lower cost, simply ignores the testimony of City Benefits Manager Nancy Currier, acknowledging that the alternative plans providing lower monthly premiums, require participants to accept either (a) vastly greater deductibles/out of pockets (as high as $6,000, $12,000 for families), or (b) severely reduced provider networks (eliminating access to providers at virtually all of the top-level provider groups, such as University of Chicago, Advocate, Northwestern, NorthShore and Rush), or (c) both. (*See* Our Opening Brief at 20).

Nor can the equities fairly place the delay on annuitants rather than the City. Seniors having to forego coverage, or their customary or necessary healthcare providers, is perhaps the most demonstrably irreparable harm for which future money damages is not an adequate remedy; and getting reimbursed later for treatments, or having to forego medical treatments, is simply not adequate.

The City's position is simply that it wants its chosen time table, and has eliminated $130 million from its existing appropriations and wants retirees to bear whatever additional costs until the issue is ultimately decided.

The balance of equities favors the retirees; the City can shoulder the relatively small (1% of its annual budget) cost of having to delay its phase out until its legality is determined, versus the heavy burden the retirees carry such as the dramatic increase in cost to continue health coverage on a retiree's budget (or loss over coverage) particularly when they worked all their careers, reasonably assured and relying on the promised lifetime

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Combined Omnibus Budget Reconciliation Act of 1985 ("COBRA," PL 99-272 § 13205(a)).

healthcare benefits. The equities favor retirees not paying additional huge premiums and huge out of pocket payments versus the City just waiting a little bit longer to turn off the spigot.

Additionally, the City's argument, at 18, that there is no diminution of benefits because the range that the City now "subsidizes" the coverage exceeds the amounts that the Funds were required to subsidize under the 1983 and 1985 statutes, mixes apples and oranges, and ignores the enforceable benefit is the City actually *providing* the healthcare coverage.

Moreover, the City's dispute with the public interest here or the need for a swift legal decision wears thin, considering that the City affirmatively wields the same cudgel when it thinks it will advance its own interests. (*E.g.*, see the City's petition to the Seventh Circuit to dismiss the proceeding in federal court over the Lucas Museum of Narrative Art, 7th Cir. Case No. 16-2022, which is a similar strategy of using every possible obstacle to proceeding).

G. The impact of this Court's *Matthews v. CTA* decision.

We read *Matthews* as deciding three issues: 1) that a bargaining unit's representative can compromise pension rights of its active employee members; 2) that retirement rights of persons who have retired, and thus are no longer part of the bargaining unit, can be amended only by their individual agreement; and 3) that an enforceable estoppel claim against a municipal corporation must be based on some identifiable affirmative actions or speech by the public body itself. The last two of these issues are presented here with different facts, but on which there is little, if any, dispute.

Unlike *Matthews*, here there is no collective bargaining agreement creating or

modifying the benefits. The City provided a benefit explicitly for its annuitants (Constitutional claim), the Contract Claim is supported by the Funds' assertion that the City contractually bound itself, the *Korshak* court's finding that the City's providing of health coverage was a legal and enforceable agreement, and that the repeated appropriations, handbooks, and dozens of pre-retirement seminars conducted by the City over a course of years—which should be sufficient to satisfy the Statute of Frauds, and also support claims based on estoppel, rather than requiring each participant to prove that he or she was personally informed by a person with proven authority to bind the City.

Here, the issues are clear issues of law, companions, and predictable applications of *Kanerva, Heaton,* and *Matthews,* which have been here from the beginning, and whose resolution will direct the outcome:

1. Where a public employer has adopted and provided a benefit explicitly to annuitants, whether that is a benefit protected by our constitution's Pension Protection Clause, against diminution or impairment by the employer?

2. If the Pension Code is viewed as imposing an obligation on the Funds to obtain insurance, whether the Funds' contracting the City to be that provider, subjects the City to that obligation for retirees' lives?

3. Under a claim of estoppel, where there is actual evidence that the public employer has acted, not just in adopting appropriations for the Annuitant Health Benefits Plan, but has also conducted years and dozens of Pre-Retirement Seminars, in which participants were both informed of their healthcare benefits, and assured that those health care benefits were permanent benefits for life, whether the repeated promises by representatives of the City, plus the participants' need for such coverage because their public employment did not provide qualifying quarters for the federal Medicare program can support an enforceable claim based on estoppel.

H. The Estoppel[4] claim here.

In contrast with the *Matthews* case, in which no explicit representations of lifetime coverage were made by the CTB (the CTA Board), here the City conducted repeated "pre-retirement seminars" (55 to 60 presentations over a number of years) at which, repeatedly and over many years, City-authorized employees explained to employees what their retirement benefits were, that they included a fixed-rate subsidized healthcare package, and that it was for life. (*See* Record at C 924 (Pre-retirement Seminar Agendas) and testimony by Herbert Kordeck (*Id*. at C 1104) and James McDonough, *Id*. at C 1304.)

The City's position (adopted from the Circuit Court) is that the speaker at these seminars had to have been a person capable of binding the City, and that the employees were obligated to challenge the speaker for his authority. (City brief at 15, 17, 28, and 33). We think that this is not a realistic hurdle. Rather, it is enough that the information was conveyed over so many pre-retirement seminars and with the same explicit message, that there was sufficient authority to support an estoppel claim. Moreover, per the Police Fund's pamphlet, whatever rate the City charged, annuitants were informed that the annuitant's premium is paid by their Fund. (PABF Pamphlet, A65- C796).

All of this is especially important for those participants in the core classes who began their participation before April 1, 1986, because their City employment did not qualify them for coverage under the federal Medicare program, at all; no matter how long

[4] *Matthews* does solve the question that has confused, whether the estoppel claim is promissory or equitable. As we read Matthews, at ¶¶ 90-101, esp. ¶94 n.11, an affirmative claim makes it promissory, while asserting it as a defense makes it equitable estoppel. The confusion probably arises because we are certainly asserting that the City's and Police Fund's repeated and written assurances of the terms of the Annuitant Health Benefit Plan are such as to assert it as a claim, or as an equitable defense to the City's assertion that no enforceable contract exists. While the difference is perhaps artificial here, we think the claim, because it is such, must be for promissory, rather than equitable estoppel.

they worked for the City, and no matter how old they become.

Conclusion

This case has always been on a track for this Court's resolution of the following legal issues:

1. Whether, under *Kanerva v. Weems'* presumption and holding, the City's providing the City of Chicago Annuitant Medical Benefit Plan, whose benefit is conditioned on and flows from an annuitant's participation in an Illinois retirement system, are protected for life.

2. Whether there are sufficient writings to support annuitants' claims under contract, and sufficient actions by the City to support annuitants' claims under estoppel. (Judge Green upheld these claims, Judge Cohen initially has not).

3. Whether the 1989 and Subsequent Pension Code Healthcare Amendments are Invalid, Unconstitutional Provisions:

(i) Whether a statute's labelling the retiree healthcare benefits as not protected benefits, violates the Constitution's Article XIII, Section 5 Pension Protection clause.

(ii) Whether explicitly conditioning the benefit on employment by a named city, violates Article IV, §13's prohibition on Special Legislation.

(iii) Whether the time-limited pension code amendments are invalid, or operate as a floor for subsequent benefits.

And, if they are invalid, does that restore the earlier Pension Code provisions as the still applicable provisions.

4. Whether, in choosing to provide retiree healthcare benefits, the City may unilaterally discriminate based on the person's retirement, denying the same benefits to people who were participants, but still actively working on the relevant date.

5. In evaluating whether an Article XIII, §5 diminution of benefits has occurred, choosing the appropriate comparison between (i) the City's comparison of what *it* expends now to what *the Funds*' subsidy was in 1983 and (ii) Participants' comparison what the City provided in 1989 to what it provides now.

These are purely legal issues whose resolution is long overdue, will determine the

outcome of this case, and will be before this court regardless of how they are decided below. The court needs to act so that participants' coverage is preserved during the litigation.

Accordingly, the court should either: (a) grant direct appeal, so that these questions can be resolved before the City terminates coverage at year end, or (b) order the status quo to be returned to either the 2013 date this phase began, or at least the 2015 status quo (the latest request in the relevant appeal) pending the final resolution of Participants' claims.

Respectfully Submitted,

s/Clinton A. Krislov
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Ex. 1 – List of Motions to Enjoin, for Preliminary Injunction, or to Move to Certify the Question

Participant Class' Motion (1) to Return the Case to the Active Calendar; (2) for Leave to File an Amended Complaint; and (3) to Set a Schedule for Decision on Merits and a Permanent Injunction (*City of Chicago v. Korshak*, No. 2001 CH 4962 (Circuit Court of Cook County, Ill., Chancery Division)) (July 9, 2013)

NOTICE of Motion by Clinton A. Krislov for presentment of motion for preliminary injunction, 19 before Honorable James F. Holderman on 10/10/2013 at 09:00 AM. (Krislov, Clinton) (Entered: 10/01/2013) ND IL 13-cv-05687 Doc. No. 20

Plaintiffs' Motions 1) For Stay and/or an Injunction Pending Appeal, and 2) Request for Referral to the Illinois Supreme Court (*Underwood v. City of Chicago*, Appeal No. 13-3790 (7th Cir.)) (December 27, 2013) Doc. No. 3.

Order denying appellants' request for an injunction pending appeal and denying appellants' request to certify questions to the Supreme Court of Illinois (*Underwood v. City of Chicago*, Appeal No. 13-3790 (7th Cir.)) (January 21, 2014) Doc. No. 16

Appellants' Emergency Motion for Stay/Preliminary Injunction to Stop City's Announced Rate Increases Pending Appeal, and to Restore the Status Quo at the Filing of the Complaint (*Underwood v. City of Chicago*, Appeal No. 13-3790 (7th Cir.)) (September 24, 2014) Doc. No. 41

Order denying Appellants' Emergency Motion for Stay/Preliminary Injunction to Stop City's Announced Rate Increases Pending Appeal, and to Restore the Status Quo at the Filing of the Complaint (*Underwood v. City of Chicago*, Appeal No. 13-3790 (7th Cir.)) (September 30, 2014) Doc. No. 45

Appellants' Motion to Certify a Question to the Illinois Supreme Court (*Underwood v. City of Chicago*, Appeal No. 13-3790 (7th Cir.)) (October 14, 2014) Doc. No. 46

Order denying Appellants' Motion to Certify a Question to the Illinois Supreme Court (*Underwood v. City of Chicago*, Appeal No. 13-3790 (7th Cir.)) (October 16, 2014) Doc. No. 47

Plaintiffs' Emergency Motion for Preliminary Injunction Preserving the Status Quo: to Enjoin City from Changing Terms of Retiree Healthcare During the Litigation (*Underwood v. City of Chicago*, No. 13-CH-17450 (Cir. Court of Cook County, Ill.)) (October 1, 2015) A67 – C1607

Order denying Plaintiffs' Motion for Preliminary Injunction (*Underwood v. City of Chicago*, No. 13-CH-17450 (Cir. Court of Cook County, Ill.)) (October 5, 2015) A68 – C1839

Plaintiffs' Renewed Emergency Motion for Preliminary Injunction Preserving the Status Quo; to Enjoin City from Changing Terms of Annuitant Healthcare Plan During the Litigation (*Underwood v. City of Chicago*, No. 13-CH-17450 (Cir. Court of Cook County, Ill.)) (December 10, 2015) A71- C00656

Order denying Plaintiffs' Motion for Preliminary Injunction (*Underwood v. City of Chicago*, No. 13-CH-17450 (Cir. Court of Cook County, Ill.)) (December 24, 2015) A73-C00912

Certificate of Service

I, Clinton A. Krislov, an attorney, on oath state that on May 20, 2016, I caused the foregoing **Plaintiffs' Reply Brief In Support of Rule 302(b) Motion For Direct Appeal** to be served upon Defendants listed on the attached service list via U.S. Mail, postage prepaid and properly addressed by depositing same in the U.S. Mail located at 20. N. Wacker Drive, Chicago, Illinois 60606 before the hour of 5:00 p.m.

s/ Clinton A. Krislov

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