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

**Jerry Williams and Larry Whitehead, )  
Individually and on Behalf of All Others )  
Similarly Situated; and Stewart F. Cooke, III, )  
as Special Representative of the Estate of )  
Stewart Cooke, )**

**Plaintiffs, )**

**v. )**

**Retirement Plan for Chicago )  
Transit Authority Employees; )  
Board of Trustees of the )  
Retirement Plan for Chicago )  
Transit Authority Employees; )  
Retiree Health Care Trust; and )  
Board of Trustees of the )  
Retiree Health Care Trust, )**

**Defendants. )**

**Case No. 11-CH-15446  
Calendar 9  
Hon. Cecilia A. Horan**

**PLAINTIFFS' REPLY MEMORANDUM IN SUPPORT OF  
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

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## EXHIBIT LIST

<u>No.</u>	<u>Title</u>
Ex. 1	Turner Letter
Ex. 2	Russell Letter
Ex. 3	Payton Letter
Ex. 4	Carter Letter
Ex. 5	Fields Letter
Ex. 6	Supplemental Kroll Declaration
Ex. 7	Supplemental Curley Declaration
Ex. 8	Class Certification Opinion
Ex. 9	Flores Declaration
Ex. 10	Retirement Plan Agreement
Ex. 11	Full Carter Grievance and Denial
Ex. 12	Carter Letter and Documents
Ex. 13	Excerpt of 6/25/09 Trust Board Meeting
Ex. 14	Excerpt of 2009 Enrollment Guide
Ex. 15	RHCT 4605-4607
Ex. 16	Proposed Final Approval Order
Ex. 17	Proposed Order Approving Plan of Distribution

## INTRODUCTION

Plaintiffs Jerry Williams and Larry Whitehead, individually and on behalf of all others similarly situated, through their attorneys Robinson Curley P.C. (“Class Counsel”), pursuant to 735 ILCS 5/2-806, respectfully submit this Reply Memorandum in Support of Motion for Final Approval of Class Action Settlement.

Plaintiffs’ Memorandum of Law in Support of Motion for Final Approval of Class Action Settlement (“Final Approval Memorandum”) describes the outstanding results achieved by the Settlement, most notably the creation of an \$80,000,000 Settlement Fund and anti-discrimination protection for Class Members.<sup>1</sup> The Final Approval Memorandum demonstrates that the Settlement should be approved because it is “fair, reasonable, and adequate,” *Shaun Fauley, Sabon, Inc. v. Metro Life Ins. Co.*, 2016 IL App. (2d) 150236, ¶ 45, and satisfies each of the “Korshak factors” courts use in reaching that determination. *City of Chicago v. Korshak*, 206 Ill. App. 3d 968, 972 (1st Dist. 1990). It also demonstrates that the proposed Plan of Distribution is a fair and adequate method for distributing the Net Settlement Fund to Class Members. Defendants have submitted no response to the Final Approval Memorandum or Motion and agree to the entry of the draft orders submitted herewith.

The Final Approval Memorandum and supporting declarations also advised the Court that Class Counsel and the Claims Administrator followed the Court’s May 25, 2023 Order Preliminarily Approving Settlement (“Preliminary Approval Order”), ¶ 5, in providing notice of the Settlement to the Class. The response of the Class to the Settlement has been overwhelmingly positive. None of the 6,354 Class Members have contended the Settlement fails to meet the “fair, adequate, and reasonable” standard or should not be approved. This response from the Class

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<sup>1</sup> Capitalized terms not defined herein are used as defined in the Class Action Settlement Agreement (“Agreement”).

confirms that the fourth and sixth *Korshak* factors, which concern Class Members' reaction to the Settlement, strongly support approval. *See* Final Approval Mem., pp. 22-23.

Five persons have submitted letters concerning the Settlement. Three are not Class Members, but seek inclusion in the Class (Martha Turner, James Russell, and Tracey Payton). The fourth (Ethel Carter) is a Class Member who seeks a service award. Ms. Carter and another Class Member (Mary Fields) also contend their Individual Settlement Amounts are inaccurate. The five letters are attached as Exhibits 1 through 5 hereto.<sup>2</sup>

This Reply Memorandum updates the Court on the efforts to provide notice of the Settlement to Class Members, their surviving spouses, and next of kin since filing the Final Approval Memorandum. *See* Section I below. It then demonstrates that the positive reaction of the Class Members strongly supports final approval of the Settlement and Plan of Distribution. *See* Section II below. It also responds to the five letters attached as Exhibits 1 through 5. *See* Sections III and IV below. For the reasons that follow, the Settlement and Plan of Distribution should be approved, and the requests made in all five letters should be denied.

**I. Class Counsel and the Claims Administrator Have Continued Efforts to Provide Notice of the Settlement to the Class, and Respond to Class Member Inquiries.**

In accordance with the Preliminary Approval Order, ¶ 5, Class Counsel and the Claims Administrator have embarked upon an extensive notice program, which has included mailing the Notice to the last known addresses of all Class Members, forwarding Notices returned as undeliverable that had a forwarding address, and running advanced address searches and, where possible, re-mailing Notices that had been returned as undeliverable with no forwarding address.

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<sup>2</sup> No one, including the persons from whom the five letters were received, have provided written notice of any intention to speak at the Final Hearing on October 23, 2023, as required by the Notice, Exhibit B to the Agreement, p. 7.

See Final Approval Mem., pp. 14-16; Exhibit 6 hereto (Supplemental Declaration of Scott M. Fenwick) (“Supp. Kroll Dec.”), ¶¶ 3-13.

At the time of mailing the original Notice, known deceased Class Members numbered approximately 2,350. Notices were mailed to their last known addresses with instructions to return the Next of Kin form so family members could receive the deceased Class Member’s share of the Net Settlement Fund. If no Next of Kin form was received, substantial efforts were made to identify and provide Notice of the Settlement to surviving spouses or other next of kin. See Supp. Kroll Dec, ¶ 10. As of September 30, 2023, however, despite these attempts and several extensions of the deadline to submit Next of Kin forms, no forms have been submitted on behalf of over 1,000 deceased Class Members. *Id.* The Claims Administrator will continue to accept Next of Kin forms until the Effective Date of the Agreement, which is after approval of the Settlement becomes final. See Agreement, Ex. 1 to Final Approval Mem., §§ 1.5, 1.8, 8.1.

In accordance with the Plan of Distribution (Ex. B to Agreement, pp. 4, 7), no distribution from the Net Settlement Fund will be made on behalf of (1) deceased Class Members for whom a Next of Kin form is not received, or (2) other Class Members for whom the Notice came back as undeliverable, no Change of Address form has been received, and attempts to locate them have been unsuccessful (collectively, the “Missing Class Members”). Instead, the total Claims of the Missing Class Members will be subtracted from the total of all Claims to determine the *pro rata* Individual Settlement Amounts to be distributed to the other Class Members (or their next of kin).

Class Counsel and the Claims Administrator also resolved two additional matters that have arisen related to the notice program. First, on August 31, 2023, the Court notified Class Counsel that the case number on the Notice contained a typographical error. On September 7, 2023, the Claims Administrator mailed a postcard to all Class Members, at their most-current addresses the

Claims Administrator had on file, informing them of the error and instructing anyone who had attempted to communicate with the Court using the incorrect case number to contact the Claims Administrator so it could verify the communication was received. No Class Member has told either Class Counsel or the Claims Administrator that they tried to communicate with the Court using the wrong case number. *See* Exhibit 7 hereto (Supplemental Declaration of C. Philip Curley) (“Supp. Curley Dec.”), ¶ 3; Supp. Kroll Dec., ¶ 14.<sup>3</sup>

Second, Class Counsel and the Claims Administrator have received inquiries from persons indicating they had heard about the Settlement but had not received the Notice, and asking if they are eligible to participate. After investigation it was determined that one such person was a deceased Class Member who had taken early retirement but had not been included on the list of Class Members the Trust provided to Class Counsel. The Class Member’s next of kin was notified of the omission, provided with the Notice and Next of Kin form, and will receive the decedent’s *pro rata* share of the Net Settlement Fund. Supp. Curley Dec., ¶ 4. Counsel for the Trust reviewed a representative sampling of other early-retiree Class Members and confirmed that they all appear on the Class List. No other Class Members that were omitted from the list have been identified. *Id.*

Updated statistics relating to attempts to notify Class Members, their surviving spouses, or their next of kin, and inquiries received from Class Members, are set forth in the Supplemental Kroll Declaration, ¶¶ 8-13.

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<sup>3</sup> Ms. Carter’s letter, attached as Exhibit 4, is the only one of the five letters received in connection with the Settlement that refers to the incorrect case number.

## II. The Overwhelmingly Positive Reaction of Class Members to the Settlement Supports Final Approval.

As already demonstrated at the time of the Final Approval Memorandum, the fourth and sixth *Korshak* factors – the amount of opposition and Class Members’ reaction to the Settlement – strongly favor granting final approval, and that conclusion is now reinforced by the absence of any request by any Class Member to deny final approval.

As all Class Members were advised in the Notice, and as was posted on both Settlement-related websites, the last day for Class Members to file objections to the Settlement or Plan of Distribution was September 25, 2023. *See* Notice, Ex. B to Agreement, p. 7; Supp. Curley Dec., ¶ 5. On September 11, 2023, Plaintiffs filed their Final Approval Memorandum, supported by the Declarations of Class Counsel, the Claims Administrator, and one of the Class Representatives. Those filings were available on the public docket and on both Settlement-related websites. *See* Supp. Curley Dec., ¶ 5; Supp. Kroll Dec., ¶ 5.

The objection deadline has now passed. No Class Member has contended that the Settlement fails to meet the governing “fair, reasonable, and adequate” standard. Only five persons have submitted letters concerning the Settlement: (a) three non-Class Members who seek inclusion in the Settlement (Ms. Turner, Mr. Russell, and Ms. Payton),<sup>4</sup> (b) a Class Member who wants a service award (Ms. Carter), and (c) two Class Members (Ms. Carter and Ms. Fields)<sup>5</sup> who contend

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<sup>4</sup> These letters are not objections to the Settlement but rather are requests to participate in the Settlement as Class Members. As non-Class Members, Ms. Turner, Mr. Russell, and Ms. Payton lack standing to object to the Settlement itself. *See* Albert Conte and Herbert B. Newberg, *Newberg on Class Actions*, §13:22 (5th ed. 2016) (“Courts regularly find that non Class Members have no standing to object to a proposed settlement”).

<sup>5</sup> Ms. Carter’s and Ms. Fields’s letters cannot reasonably be construed as requesting that the Court disapprove the entire Settlement or Plan of Distribution. *See, e.g., 1988 Trust for Allen Children Dated 8/8/88 v. Banner Life Ins. Co.*, 28 F.4th 513, 521 (4th Cir. 2022) (“an objector to a class settlement must state the basis for its objection with enough specificity to allow the parties to respond and the court to evaluate the issues at hand”).



their estimated Individual Settlement Amounts are inaccurate. These letters do not include any request for the Court to deny final approval of the Settlement.

But even if these letters were viewed as objections to approval of the Settlement, they are *de minimis* when compared to the Class numbering 6,354 retirees, and would provide insufficient grounds to withhold approval of the Settlement. *See Shaun Fauley*, 2016 IL App (2d) 150236, ¶ 20 (affirming approval of Settlement, noting trial court found opposition was “*de minimis*”); *Kleen Prods. LLC v. Int’l Paper Co.*, No. 1:10-cv-05711, 2017 U.S. Dist. LEXIS 183015, \*12 (N.D. Ill. Oct. 17, 2017) (“[O]nly one Class Member responded by sending a letter regarding the allocation of the Settlement Funds. This demonstrates that Class Members support the Settlement and attests to its fairness ... this factor supports final approval as well.”); *Am. Int’l Group, Inc. v. ACE Ina Hldg., Inc.*, No. 07 CV 2898, 2012 U.S. Dist. LEXIS 25265, \*29 (N.D. Ill. Feb. 28, 2012) (“Out of a class of over thirteen hundred class members, only three ... have objected, and just one has excluded itself from the class. Thus, ... there has been almost no opposition to the settlement.”); *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 586 (N.D. Ill. 2011) (where only “[a] very small percentage of affected parties have opposed the settlement,” this factor favored approval).

Likewise, no Class Member has contended that the Plan of Distribution fails to treat Class Members fairly or that the Court should disapprove it. *See Beezly v. Fenix Parts, Inc.*, No. 1:17-cv-07896, 2020 U.S. Dist. LEXIS 265592, \*4 (N.D. Ill. Aug. 18, 2020) (absence of objections to Plan of Allocation supported approval); *Maley v. Del Global Techs. Corp.*, 186 F. Supp. 2d 358, 367 (S.D.N.Y. 2002) (same). Therefore, the Court should grant final approval of the Settlement and Plan of Distribution.

### III. The Relief Requested in the Letters from Martha Turner, James Russell and Tracey Payton Should Be Denied.

Three CTA employees on disability leave at the relevant time, Martha Turner, James Russell, and Tracey Payton (collectively, the “Disabled CTA Employees”), have submitted letters seeking to be included in the Settlement as Class Members. *See* Exhibits 1-3 hereto. As discussed below, the Disabled CTA Employees’ requests should be denied because they do not fall within the definition of the Class certified in this case and therefore are not Class Members entitled to participate in the Settlement.

On July 7, 2020, Judge Valderrama certified the following Class in this case:

All CTA *retirees* who were hired on or before September 5, 2001, *retired from the CTA* before January 1, 2007, and were *eligible for retiree health benefits* on July 1, 2009.

(“Class Definition”). *See* Exhibit 8 hereto (Memorandum Opinion and Order, July 7, 2020), p. 25 (emphasis added). The Disabled CTA Employees were on disability leave from their employment with the CTA before January 1, 2007, and were not retired on that date. *See* Ex. 1, p. 1; Ex. 2, p. 1; Ex. 3, p. 1; *see also* Exhibit 9 hereto (Declaration of Hector Flores) (“Flores Dec.”), ¶¶ 5, 8-9.<sup>6</sup> As such, they do not fall within the Class Definition and are not Class Members

Under the plain language of the Class Definition, the Class consists only of those “retired from the CTA” and does not include CTA employees on disability leave. “[R]etirement ... is a complete and final severance of employment.” *Allied Chem. & Alkali Workers of Amer., Local Union No. 1 v. Pittsburgh Plate Glass Co.*, 404 U.S. 157, 165 (1971), quoting *Pittsburgh Plate Glass Co. v. NLRB*, 427 F.2d 936, 944 (6th Cir. 1970). Retirees “are under no restrictions as to other employment or activities, and have no rights or expectations of reemployment.” *Id.*

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<sup>6</sup> Mr. Flores is an executive officer of both the Defendant Plan and the Defendant Trust.

The Disabled CTA Employees do not meet any ordinary definition of “retirees.” As CTA employees on disability leave, and unlike retirees, the Disabled CTA Employees had the right to return to active service with the CTA. *See* Flores Dec., ¶ 6. In fact, in some situations, disabled CTA employees are required to return to active service. *See* Exhibit 10 hereto (Retirement Plan Agreement), p. 23, § 12.1 (“although unable to return to his regular duties,” a CTA employee on disability leave could be required to return to active service in any other position “he is capable of performing” or lose his disability status). Retirees, however, may not return to active service. Flores Dec., ¶ 7; Ex. 10, pp. 45-46, Rule No. 7 (“This Rule shall not be construed as in any way granting the right for a retired employee to return to work for the Chicago Transit Authority subsequent to the effective date of his retirement.”). Thus, the Disabled CTA Employees are not “retirees” as that term is commonly understood or used in the Class Definition.

While the Retirement Plan Agreement provides that disabled CTA employees are entitled to a monthly disability allowance (payment), Ex. 10, pp. 22-25, § 12, p. 44, Rule No. 1, CTA employees on disability leave are not the same as CTA retirees, and the Retirement Plan Agreement makes a clear distinction between them. *Compare id.*, pp. 12-22, §§ 8-11, *with* pp. 22-25, § 12. For example, Section 12.1 provides that disability allowances are available to CTA employees only “before becoming eligible for an old-age retirement allowance,” *Id.*, pp. 22-23, § 12.1, and “[n]o employee shall receive a disability benefit ... at the same time he receives a retirement allowance....” *Id.*, p. 23, final paragraph of § 12.1.

The Disabled CTA Employees are also not “retirees” or “retired” within the meaning of the Class Definition because they did not take the necessary steps to retire by January 1, 2007, including filing the required application for retirement benefits with the Plan. *See* Ex. 10, pp. 18-19, §§ 10.4, 10.5; p. 45, Rule No. 4; Flores Dec., ¶ 8. As a result, on January 1, 2007, they were

receiving disability allowances under Section 12 of the Retirement Plan Agreement and had a right to return to active service at the CTA; they were not receiving retirement allowances under Sections 8, 9, or 10 of the Retirement Plan Agreement, as were the Class Members in this case. *See* Ex. 10, pp. 12-21, 22-25; Flores Dec., ¶¶ 5, 8-9.<sup>7</sup>

Plaintiffs' claims have always been solely about retirees, and no claims have ever been pleaded or otherwise asserted on behalf of or relating to disabled CTA employees. The Class Representatives, all of whom were retired and not disabled on January 1, 2007, *see* Supp. Curley Dec., ¶ 6, brought their claims in this case only on behalf of those "similarly situated" to them, *i.e.*, retirees, and a Class was certified consisting solely of such similarly situated retirees. As CTA employees on disability leave on January 1, 2007, the Disabled CTA Employees do not fall into the category of such "retirees." *See also Matthews*, ¶ 89 ("Class I" consists of those "who *retired* under the 2004 CBA") (emphasis added); ¶ 103 ("Class I" consists of those who "*retired* before [the] effective date" of the 2007 CBA) (emphasis added).

On January 1, 2007, the Disabled CTA Employees were disabled, not retired. As a result, the Disabled CTA Employees do not fall within the definition of the Class certified in this case, are not members of the Class, and are not eligible to participate in the Settlement.

#### **IV. The Relief Requested in the Letters from Ethel Carter and Mary Fields Should Be Denied.**

The Court has also received two separate letters from Class Members. *See* Ethel Carter letter (Exhibit 4 hereto); Mary Fields letter (Exhibit 5 hereto). Ms. Carter and Ms. Fields do *not* contend that the Settlement fails to meet the governing "fair, reasonable, and adequate" standard

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<sup>7</sup> The Class Definition includes only those CTA employees who retired prior to January 1, 2007 because, per *Matthews*, those who were not retired prior to that date are bound by the collective bargaining agreement entered into as of that date, including the union's agreement that retirees could be charged premiums. *See Matthews v. Chicago Transit Authority*, 2016 IL 117638, ¶¶ 43-45.

that Illinois courts apply to evaluate class action settlements. *See Shaun Foley*, 2016 IL App (2d) 150236, ¶ 45. Nor does either attempt to apply the “*Korshak* factors” that Illinois courts use to determine if a settlement meets that governing standard. *See Korshak*, 206 Ill. App. 3d at 972. As such, Ms. Carter’s and Ms. Fields’s letters provide no grounds for denying final approval of the Settlement. Indeed, the fact that Ms. Carter is seeking a service award for allegedly helping settle the case confirms that she has no objection to the Settlement itself. For the reasons that follow, the relief requested in both letters should be denied.

**A. Ms. Carter’s Request for a Service Award Should be Denied.**

Ms. Carter contends she is “one of the people who help[ed] settle the above case,” by filing a union grievance and producing a few documents, and that she “was never given any credit for my contribution or a service award like other[s] in said lawsuit.” *See* Ex. 4, p. 1. She seeks to “receive a great service award for my hard work,” *id.*, p. 2 (emphasis in original), of “5 percent of the attorney fee/settlement award.” *Id.* p. 5. This would equate to an unprecedented \$4,000,000. As discussed below, Ms. Carter’s request for a service award in any amount should be denied.

Ms. Carter is not entitled to any service award because she did not serve as a Class Representative in this case. The purpose of service awards is to induce individuals to serve as named class representatives. *See, e.g., In re Synthroid Mktg. Litig.*, 264 F.3d 712, 722 (7th Cir. 2001); *T.K. v. Bytedance Tech. Co.*, No. 19-cv-7915, 2022 U.S. Dist. LEXIS 65322, \*71 (N.D. Ill. Mar. 23, 2022); *In re Forefront Data Breach Litig.*, No. 21-cv-887, 2023 U.S. Dist. LEXIS 175848, \*30 (E.D. Wis. Mar. 22, 2023) (“a class action cannot be brought without a named plaintiff, and the purpose of the incentive award is to induce individuals to become named representatives”); *accord, GMAC Mortgage Corp. of Pa. v. Stapleton*, 236 Ill. App. 3d 486, 497 (1st Dist. 1992) (service awards “serve to encourage the filing of class action suits”). Such awards “incentivize”

individuals to serve as class representatives, recognizing that class representatives take on risks and perform services for the benefit of the class. Albert Conte and Herbert B. Newberg, *Newberg on Class Actions*, § 11.38 (4th ed.). Ms. Carter was not a Class Representative, did not undertake the substantial responsibilities attendant with that role, and did not take on the risks that the Class Representatives took. The Court need not consider anything else to conclude that Ms. Carter is not entitled to a service award.

But even if the Court decides to consider Ms. Carter’s alleged “contribution” to the case, *see* Ex. 4, P. 1, there is still no basis to grant her anything more than the Individual Settlement Amount to which she is already entitled. For example, Ms. Carter’s grievance<sup>8</sup> was in no way the origin of the claims filed in this case, as it was submitted six months after this case had already been filed in federal court. *See* Curley Dec., Ex. 2 to Final Approval Mem., ¶ 11 (case was filed in December 2008).

In addition, rather than addressing whether retiree premiums could properly be imposed at all, as is the subject of this case, Ms. Carter’s grievance focused on the fact that the Trust was imposing a sliding scale for premium payments, with those having more years of CTA service paying lower premiums than those having fewer years of service. *See* Ex. 4, p. 3 (grievance states that Trust should have “all employees pay the same amount,” or those who retired before passage of the statute creating the Trust should be “grandfathered” and pay the same amount); Ex. 11, pp. 3761, 3769, 3773 (grievance seeks to “stop the inequality of payment” and demanding that “all [members] regardless of years ... pay the same health care premium”); *see also* Exhibit 14 hereto

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<sup>8</sup> In her letter to the Court, Ms. Carter includes only the first page of her grievance. Ex. 4, p. 3. Ms. Carter’s full grievance, produced by the union in this case, is attached as Exhibit 11 hereto. Ms. Carter also did not include in her letter to the Court the documents Plaintiffs’ counsel actually requested and received from her, which turned out to have denied her grievance. *See* Exhibit 12 hereto, letter from Ms. Carter and the requested documents.

(Excerpt of 2009 RHCT Enrollment Guide), p. 13 (showing premium tiers based on years of service).

At a meeting of the Trust Board just days before she submitted her grievance, Ms. Carter took the same position, advocating for retirees “across the board ... to pay the same thing.” *See* Exhibit 13 hereto (Excerpt of 6/25/09 Trust Board Meeting transcript), p. 171:17-18; *see also id.*, p. 174:3-4 (“everybody should just pay the same”).<sup>9</sup> At that same meeting, Ms. Carter, a former union president, stated publicly that “[w]e don’t have a problem with paying for health care.” *Id.*, p. 171:15 (emphasis added). None of this “help[ed]” Plaintiffs’ case, as she now contends. *See* Ex. 4, p. 1.

Nor does Ms. Carter’s agreement to provide a few documents to Plaintiffs in 2018 support granting her any service award. After the Trust Defendants produced several pages of Ms. Carter’s grievance, *see* Exhibit 15 hereto (RHCT 4605-4607), Plaintiffs’ counsel contacted Ms. Carter to see if she had information about how the grievance was resolved. *See* Ex. 4, p. 4. In response, she provided Plaintiffs four pages of documents she had in her possession on the topic. *See* Ex. 12. Those documents state that the grievance was denied because “retirees do not have grievance rights.” *Id.*, p. 3. The same documents denying her grievance were later produced by the union. *See* Ex. 11, Bates nos. 3777-3779. The mere production of a few documents in a case does not entitle someone to a service award.

Because the grievance documents were marginally relevant to the case, Plaintiffs identified Ms. Carter in response to a broadly worded interrogatory as someone with knowledge about them. *See* Ex. 4, pp. 1, 22. But other than providing the few tangentially relevant documents informally requested by Plaintiffs and being mentioned in the interrogatory response, Ms. Carter has had no

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<sup>9</sup> This latter passage from the transcript mistakenly identifies Ms. Carter as “Ms. Clark.” Ex. 13, p. 174:1.

involvement with this case. She was never deposed or called as a witness, and the documents she provided to Plaintiffs were never marked as exhibits in any deposition, or used as evidence in the summary judgment/summary determination proceedings or the damages trial. *See* Supp. Curley Dec., ¶ 8.

Neither Ms. Carter, her grievance, nor the few documents she provided contributed to the assertion of Plaintiffs' claims in this case or to the Settlement that ultimately resulted. Granting a service award in any amount for such minimal involvement by a mere potential witness would be improper and should be denied.

**B. Ms. Carter's and Ms. Fields's Individual Settlement Amounts Are Accurate and Their Requests for a Larger Share of the Net Settlement Fund Should be Denied.**

Ms. Carter and Ms. Fields request that their share of the Net Settlement Fund match the total amount of premiums they paid during the Claim Period, rather than the *pro rata* amount determined pursuant to the Plan of Distribution and set forth in the Notices sent to them. *See* Ex. 4, p. 2; Ex. 5, pp. 1-2. Ms. Carter asks for her "individual settlement to be right not \$12,299.80 but more money I paid," *id.*, p. 2, presumably meaning she seeks 100 cents on the dollar for the premiums she paid. Similarly, Ms. Fields "objects to my money that I should receive[]." She contends that the actual amount she is allegedly due, apparently corresponding to the full amount of the premiums she has paid, is easily obtained from CTA computers. Ex. 5, pp. 1-2.<sup>10</sup>

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<sup>10</sup> Ms. Carter and Ms. Fields were at all relevant times "Participants" in the Trust's health plan and paid monthly premiums to the Plan. *See* Supp. Curley Dec., ¶ 7. Ms. Carter's Claim amount (the total of all premiums she paid) is \$20,684, and her estimated Individual Settlement Amount, taking into account that the Settlement is a compromise, and net of the requested attorneys' fees and expenses, administrative expenses, and Service Awards, is \$12,299, *see id.*, a recovery rate of approximately 60 percent of her total Claim. Ms. Fields's Claim amount is \$12,546 and her estimated Individual Settlement Amount is \$7,460, *see id.*, resulting in the identical recovery rate as Ms. Carter and all other Class Members.



It appears Ms. Carter and Ms. Fields may be operating under the misconception that the estimated Individual Settlement Amount is the sum of all premiums they paid to the Trust during the relevant time. It is not. The sum of all premiums paid is the amount of their “Claim” as defined in the Plan of Distribution. *See* Notice, Exhibit B to Agreement, p. 5. However, the \$80,000,000 Settlement Amount is the result of a compromise and is less than the total Claims of all Class Members, which are approximately \$89,000,000. In addition, as is typical in class action settlements, attorneys’ fees and expenses, administrative expenses, and Service Awards must be deducted from the Settlement Fund. As a result, the Net Settlement Fund will be pro-rated and no Class Member will receive an Individual Settlement Amount equal to their total premiums paid to the Trust.

As Plaintiffs noted in their Final Approval Memorandum, courts recognize that settlements are compromises and typically do not lead to the same recovery for class members as “unmitigated victory.” Final Approval Mem. at 17-18; *see also, id.* at 20-21 (citing cases approving settlements that recovered a percentage of the actual damages). The Settlement is such a compromise, and the Plan of Distribution is fair and reasonable and applies the same formula to Ms. Carter’s and Ms. Fields’s Claims as all other Class Members.

Class Counsel, in consultation with the Trust, Plaintiffs’ actuaries, and the Claims Administrator, have reconfirmed that Ms. Carter’s and Ms. Fields’s Claim amounts and estimated Individual Settlement Amounts (1) were based on accurate premium data provided by the Trust, (2) were properly calculated pursuant to the Plan of Distribution, and (3) were accurately communicated to the Claims Administrator. *See* Flores Dec., ¶ 4; Supp. Curley Dec., ¶ 9. Ms. Carter and Ms. Fields are mistaken that the estimated Individual Settlement Amounts set forth

in the Notices sent to them are inaccurate, and their requests for a larger share of the Net Settlement Fund should be denied.

**CONCLUSION**

For the foregoing reasons and those set forth in the Final Approval Memorandum, Plaintiffs request that the Court enter orders (1) granting final approval of the Settlement and denying the relief requested in all five letters, and (2) granting final approval of the Plan of Distribution.

Per the Agreement, Section 5.7, separate draft orders are attached hereto as Exhibits 16 and 17 and will be submitted to the Court in Word format. Defendants agree to the entry of the attached draft orders.

Respectfully submitted,

**Robinson Curley P.C., Class Counsel**

Dated: October 9, 2023

By:           /s/ C. Philip Curley          

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(312) 663-3100 – Telephone  
(312) 663-0303 – Fax  
pcurley@robinsoncurley.com  
acurley@robinsoncurley.com  
adolinko@robinsoncurley.com  
rmargolis@robinsoncurley.com

**CERTIFICATE OF SERVICE**

The undersigned certifies that on October 9, 2023, I caused copies of the attached **PLAINTIFFS' REPLY MEMORANDUM IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** to be served by Federal Express to Martha Turner, James Russell, Tracey Payton, Ethel Carter, and Mary Fields, and by email to James Russell, Tracey Payton and Ethel Carter, at the addresses indicated on the letters received from them, and by e-mail to the following:

Victoria R. Collado  
Burke, Warren, MacKay & Serritella P.C.  
330 North Wabash Avenue, Suite 2100  
Chicago, Illinois 60611  
Telephone: (312) 840-7001  
vcollado@burkelaw.com

*Attorneys for Defendants Retirement Plan for Chicago  
Transit Authority Employees and Board of Trustees  
of the Retirement Plan for Chicago Transit Authority Employees*

Katheleen A. Ehrhart  
Smith Gambrell & Russell LLP  
311 South Wacker Drive, Suite 3000  
Chicago, Illinois 60606  
Telephone: (312) 360-6790  
Fax: (312) 360-6520  
kehrhart@sgrlaw.com

*Attorneys for Defendants Retiree Health Care Trust  
and Board of Trustees of the Retiree Health Care Trust*

/s/ C. Philip Curley  
One of Plaintiffs' Attorneys

# Exhibit 1

Turner Letter  
(Redacted Version)

**September 16, 2023**

**page 1 of 2**

**Honorable Cecilia A. Horan  
Circuit Judge 9 Number HCH15446  
District J. Daley Center  
50 W. Washington Street (room 2008)  
Chicago Il. 60602**

**RE: Notice of Proposed Class Action Settlement In Williams ET AL,V.  
Retirement Plan for CTA Employees ET AL (Objection Respond)**

**Dear Judge Horan:**

**My name is Martha Sharon Turner, CTA employee# 16655, I was not given an ID number for this case.**

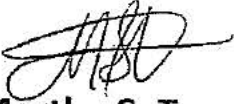
**My employment with CTA began in September 1969, CTA put me on disability retirement on July 2000**

**As a pensioner I am not being represented in this Class Action Suit, due to my disability status. At no time did the Class Action Settlement suit state, that disabled retirees were not included.**

**According to the suit the settlement included all pensioners based upon a time period. I continued to pay health insurance until now.**

**I am asking to be included in this settlement.**

page 2 of 2



**Martha S. Turner**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**( Attachments): 2 copies of earning statements from Chicago Transit Authority employee pension**

**CC:**

**Kroll Settlement, LLC**

**C. Philip Curley**

**Kathleen A. Ehrhart**

**Victoria R. Collado**

FILED DATE: 10/23/2023 11:56 AM 2011CH15446



Please send all correspondence to:

THE NORTHERN TRUST COMPANY  
BENEFIT PAYMENTS W-38  
50 S LASALLE ST  
CHICAGO, IL 60603  
1-312-557-9700



# EARNINGS STATEMENT

CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION

Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0002174577	08-31-2023	000006913		1007/CTE

On the reverse side of this document, you will find: Electronic Deposit Authorization, Address Correction Form, and important Federal Tax Election Notice.

03KENNED-1007/CTE-03-000006913-0002174577-000002851734  
YMN 00031E PMA 210962 1 0819 32595 65193 1/1 BIN:0

TURNER MARTHA SHARON



EARNINGS	THIS PERIOD	YEAR-TO-DATE
RET TAX	\$2,903.26	\$23,226.08
SUPNTAX	\$76.01	\$608.08
<b>GROSS PAY</b>	<b>\$2,979.27</b>	<b>\$23,834.16</b>

DEDUCTIONS	THIS PERIOD	YEAR-TO-DATE
FEDERAL	\$384.56	\$3,076.48
MEDICAL	\$21.00	\$168.00
DENTAL	\$16.03	\$128.24
<b>TOTAL DEDUCTIONS</b>	<b>\$421.59</b>	<b>\$3,372.72</b>

<b>NET PAY</b>	<b>\$2,557.68</b>	
----------------	-------------------	--

IMPORTANT NOTES

1007/CTE

WITHHOLDING ELECTIONS
CURRENT FEDERAL WITHHOLDING ELECTIONS Single 1 Exemption(s) Add'l Amt Withheld \$150.00
CURRENT IL STATE WITHHOLDING ELECTIONS No Withholding

Federal Tax Election Form (Please complete only one of the following)

- I do not want Federal income tax withheld from my payment
- I want to have Federal income tax withheld from my payment based on the elections I have indicated below:
  - Single/Married Filing Sep.  Married/Surviving Spouse  Head of Household
  - Multiple Jobs/Pension Income \_\_\_\_\_ Claim Dependents \_\_\_\_\_
  - Other Income \_\_\_\_\_ Deductions \_\_\_\_\_ Extra Withholding \_\_\_\_\_

Under penalties of perjury, I certify that I am entitled to the above elections.

Requests for flat dollar amount withholding, or any election options that are not consistent with those which are stated on this form will not be processed.

IL State Tax Election Form (Please complete only one of the following)

- I do not want State income tax withheld from my payment
- Withhold exactly \$ \_\_\_\_\_ from my payment

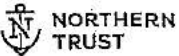
Required Signature \_\_\_\_\_

Phone # \_\_\_\_\_

Date \_\_\_\_\_

1007/CTE  
000006913

0819230002174577BPP000000



CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION

The Northern Trust Company  
Chicago, IL through Oakbrook Terrace, IL

70-2982  
719

Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0002174577	08-31-2023	000006913		1007/CTE

## NON NEGOTIABLE

TURNER MARTHA SHARON

Your Deposit was sent to:

Account Type	Account #	Amount
Checking	*****0583	\$2,557.68



Amount Deposited

\$\*\*\*\*\*2,557.68

This is NOT a check. This document is for informational purposes only.

FILED DATE: 10/23/2023 11:56 AM 2011CH15446



Please send all correspondence to:  
**THE NORTHERN TRUST COMPANY**  
 BENEFIT PAYMENTS W-38  
 50 S LASALLE ST  
 CHICAGO, IL 60606  
 1-312-557-9700



**EARNINGS STATEMENT**  
 CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION

Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0091332722	03-31-2023	000006913		1007/CTE

On the reverse side of this document, you will find: Electronic Deposit Authorization, Address Correction Form, and important Federal Tax Election Notice.

03KENNED-1007/CTE-03-000006913-0091332722-000002793062  
 YMN 00031E PMA 189458 1 0321 45512 91027 1/1 BIN:0

TURNER MARTHA SHARON



EARNINGS	THIS PERIOD	YEAR-TO-DATE
RET TAX	\$2,903.28	\$8,709.78
SUPNTAX	\$76.01	\$228.03
<b>GROSS PAY</b>	<b>\$2,979.27</b>	<b>\$8,937.81</b>

DEDUCTIONS	THIS PERIOD	YEAR-TO-DATE
FEDERAL	\$384.56	\$1,153.68
MEDICAL	\$21.00	\$63.00
DENTAL	\$16.03	\$48.09
<b>TOTAL DEDUCTIONS</b>	<b>\$421.59</b>	<b>\$1,264.77</b>

<b>NET PAY</b>	<b>\$2,557.68</b>	
----------------	-------------------	--

IMPORTANT NOTES

WITHHOLDING ELECTIONS
CURRENT FEDERAL WITHHOLDING ELECTIONS Single 1 Exemption(s) Add'l Amt Withheld \$150.00
CURRENT IL STATE WITHHOLDING ELECTIONS No Withholding

Federal Tax Election Form (Please complete only one of the following)  
 1.  I do not want Federal income tax withheld from my payment  
 2.  I want to have Federal income tax withheld from my payment based on the elections I have indicated below:  
 Single/Married Filing Sep.  Married/Surviving Spouse  Head of Household  
 Multiple Jobs/Pension Income \_\_\_\_\_ Claim Dependents \_\_\_\_\_  
 Other Income \_\_\_\_\_ Deductions \_\_\_\_\_ Extra Withholding \_\_\_\_\_  
 Under penalties of perjury, I certify that I am entitled to the above elections.  
 Requests for flat dollar amount withholding, or any election options that are not consistent with those which are stated on this form will not be processed.

IL State Tax Election Form (Please complete only one of the following)  
 1.  I do not want State income tax withheld from my payment  
 2.  Withhold exactly \$ \_\_\_\_\_ from my payment

Required Signature \_\_\_\_\_ Phone # \_\_\_\_\_ Date \_\_\_\_\_ 1007/CTE 00006913 0321230091332722BPP000000



CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION

The Northern Trust Company  
 Chicago, IL through Oakbrook Terrace, IL 70-2382 719

Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0091332722	03-31-2023	000006913		1007/CTE

TURNER MARTHA SHARON

**NON NEGOTIABLE**

Your Deposit was sent to:

Account Type	Account #	Amount
Checking	*****0583	\$2,557.68
		Amount Deposited
		\$*****2,557.68

This is NOT a check. This document is for informational purposes only.

FILED DATE: 10/23/2023 11:56 AM 2011CH15446

1007/CTE



# Exhibit 2

Russell Letter  
(Redacted Version)



COR0001124

20 September 2023

The Honorable Cecelia A. Horan  
Circuit Judge 9, Number 11-CH-15446  
District 1, Daley Center Room 2008  
50 West Washington Street  
Chicago IL 60602-1322

RE: OBJECTION TO CTA SETTLEMENT

Dear Judge Horan,

My name is James Russell and I am writing to you because I have recently been made aware that I am to be excluded from the CTA SETTLEMENT.

I had previously spoken with an attorney at Kroll Settlement Administration, LLC (see CC below), but they would not give me an I.D. CLAIM NUMBER to file an objection.

I am a retired CTA pensioner and an ATU Local 308 dues paying member through out my CTA employment and retirement to this day. Not only have I met the requirements to be included, as you will be able to ascertain from the following information, but I was also vested after 10 years of employment with CTA.

NAME: James M. Russell

DOB: [REDACTED]

SS#: [REDACTED]

CURRENT ADDRESS: [REDACTED]

HOME PHONE: [REDACTED]

E-MAIL: [REDACTED]

CTA BADGE#: 27137

CTA HIRE DATE: 27 September 1988

CTA DISABILITY

PENSION DATE: 1 March 2003

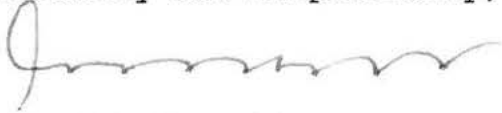
I am asking only that I be treated fairly and equitably and that I am due back my 14 years of Insurance Payments as per every one else.

As evidence and proof of said payments I am enclosing copies of 4 Chicago Transit Authority Employees Pension listed deductions.

1. PAYABLE DATE: 12-30-2016 Yearly Totals
2. PAYABLE DATE 06-30-2023 Monthly Total(s)
3. PAYABLE DATE: 07-31-2023 Monthly Total(s)
4. PAYABLE DATE: 08-31-2023 Monthly Total(s)

Thank You.

Sincerely and Respectfully,



James.M. Russell

CC  
Williams, et al.  
Retirement for Cta Employees, et al.  
c/o Kroll Settlement Administration, LLC  
P.O. Box 225391  
New York, NY 10150-5391

FILED DATE: 10/23/2023 11:56 AM 2011CRT15446



Please send all correspondence to:

THE NORTHERN TRUST COMPANY  
BENEFIT PAYMENT SERVICES  
50 SOUTH LASALLE STREET, C2N  
CHICAGO, IL 60603  
1-866-441-9694



# EARNINGS STATEMENT

CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION

Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0037893868	12-30-2016	000009486		1007/CTE

On the reverse side of this document, you will find: Electronic Deposit Authorization, Address Correction Form, Important Federal Tax Election Notice.

03CURRY-1007/CTE-03-000009486-0037893868-000001913748  
BMN 00031E 009475 1 1217 67858 135719 1/1 BIN:0

1A



JAMES M RUSSELL



EARNINGS	THIS PERIOD	YEAR-TO-DATE
RET TAX	\$1,002.36	\$12,028.32
<b>GROSS PAY</b>	<b>\$1,002.36</b>	<b>\$12,028.32</b>

DEDUCTIONS	THIS PERIOD	YEAR-TO-DATE
FEDERAL	\$44.29	\$531.48
MEDICAL	\$209.00	\$2,508.00
DENTAL	\$40.59	\$487.08
UNION	\$5.50	\$66.00
<b>TOTAL DEDUCTIONS</b>	<b>\$299.38</b>	<b>\$3,592.56</b>
<b>NET PAY</b>	<b>\$702.98</b>	

IMPORTANT NOTES

1007/CTE

WITHHOLDING ELECTIONS
CURRENT FEDERAL WITHHOLDING ELECTIONS
Single 1 Exemption(s)
CURRENT IL STATE WITHHOLDING ELECTIONS
No Withholding

Federal Tax Election Form (Please complete only one of the following)

- I do not want Federal income tax withheld from my payment
- I want to have Federal income tax withheld from my payment based on the elections I have indicated below:  
 Single  Married # of Exemptions \_\_\_\_\_  
Additional Amount Withheld \$ \_\_\_\_\_

IL State Tax Election Form (Please complete only one of the following)

- I do not want State income tax withheld from my payment
- Withhold exactly \$ \_\_\_\_\_ from my payment

Under penalties of perjury, I certify that I am entitled to the above elections.

Requests for flat dollar amount withholding, or any election options that are not consistent with those which are stated on this form will not be processed.

Required Signature \_\_\_\_\_ Date / / \_\_\_\_\_  
Phone # ( ) - - \_\_\_\_\_ 1007/CTE 1217160037893868BPP000000  
000009486



CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION

The Northern Trust Company  
Chicago, IL through Oakbrook Terrace, IL

70-2382  
719

Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0037893868	12-30-2016	000009486		1007/CTE

## NON NEGOTIABLE

JAMES M RUSSELL

Your Deposit was sent to:

Account Type	Account #	Amount
Checking	*****0880	\$702.98



Amount Deposited
\$*****702.98

This is NOT a check. This document is for informational purposes only.

FILED DATE: 10/23/2023 11:56 AM 2011CH15446



Please send all correspondence to:  
THE NORTHERN TRUST COMPANY  
BENEFIT PAYMENTS W-38  
50 S LASALLE ST  
CHICAGO, IL 60603  
1-312-557-9700



# EARNINGS STATEMENT

CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION

Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0097865370	06-30-2023	000009486		1007/CTE

On the reverse side of this document, you will find: Electronic Deposit Authorization, Address Correction Form, and Important Federal Tax Election Notice.

03KENNED-1007/CTE-03-000009486-0097865370-000002829148  
YMN 00031E PMA 201896 1 0617 14707 29417 1/1 BIN:0

JAMES M RUSSELL



EARNINGS	THIS PERIOD	YEAR-TO-DATE
RET TAX	\$1,002.36	\$6,014.16
<b>GROSS PAY</b>	<b>\$1,002.36</b>	<b>\$6,014.16</b>

DEDUCTIONS	THIS PERIOD	YEAR-TO-DATE
FEDERAL	\$17.21	\$103.26
MEDICAL	\$167.00	\$1,002.00
DENTAL	\$23.58	\$141.48
UNION	\$5.50	\$33.00
<b>TOTAL DEDUCTIONS</b>	<b>\$213.29</b>	<b>\$1,279.74</b>
<b>NET PAY</b>	<b>\$789.07</b>	

IMPORTANT NOTES

1007/CTE

WITHHOLDING ELECTIONS
CURRENT FEDERAL WITHHOLDING ELECTIONS <b>Single 1 Exemption(s)</b>
CURRENT IL STATE WITHHOLDING ELECTIONS <b>No Withholding</b>

Federal Tax Election Form (Please complete only one of the following)

- I do not want Federal income tax withheld from my payment
- I want to have Federal income tax withheld from my payment based on the elections I have indicated below:
  - Single/Married Filing Sep.  Married/Surviving Spouse  Head of Household
  - Multiple Jobs/Pension Income \_\_\_\_\_ Claim Dependents \_\_\_\_\_
  - Other Income \_\_\_\_\_ Deductions \_\_\_\_\_ Extra Withholding \_\_\_\_\_

Under penalties of perjury, I certify that I am entitled to the above elections.

Requests for flat dollar amount withholding, or any election options that are not consistent with those which are stated on this form will not be processed.

IL State Tax Election Form (Please complete only one of the following)

- I do not want State income tax withheld from my payment
- Withhold exactly \$ \_\_\_\_\_ from my payment

Required Signature \_\_\_\_\_ Phone # \_\_\_\_\_ Date \_\_\_\_\_

1007/CTE  
000009486

0617230097865370BPP000000



CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION

The Northern Trust Company  
Chicago, IL through Oakbrook Terrace, IL

70-2382  
719

Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0097865370	06-30-2023	000009486		1007/CTE

## NON NEGOTIABLE

JAMES M RUSSELL

Your Deposit was sent to:

Account Type	Account #	Amount
Checking	*****0880	\$789.07



Amount Deposited

\$\*\*\*\*\*789.07

This is NOT a check. This document is for informational purposes only.



Please send all correspondence to:  
**THE NORTHERN TRUST COMPANY**  
 BENEFIT PAYMENTS W-38  
 50 S LASALLE ST  
 CHICAGO, IL 60603  
 1-312-557-9700



# EARNINGS STATEMENT

CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION

Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0000065266	07-31-2023	000009486		1007/CTE

On the reverse side of this document, you will find: Electronic Deposit Authorization, Address Correction Form, and Important Federal Tax Election Notice.

03KENNED-1007/CTE-03-000009486-0000065266-000002840559  
 YMN 00031E PMA 206121 1 0719 7337 14677 1/1 BIN:0

JAMES M RUSSELL



EARNINGS	THIS PERIOD	YEAR-TO-DATE
RET TAX	\$1,002.36	\$7,016.52
<b>GROSS PAY</b>	<b>\$1,002.36</b>	<b>\$7,016.52</b>

DEDUCTIONS	THIS PERIOD	YEAR-TO-DATE
FEDERAL	\$17.21	\$120.47
MEDICAL	\$167.00	\$1,169.00
DENTAL	\$23.58	\$165.06
UNION	\$5.50	\$38.50
<b>TOTAL DEDUCTIONS</b>	<b>\$213.29</b>	<b>\$1,493.03</b>
<b>NET PAY</b>	<b>\$789.07</b>	

IMPORTANT NOTES

WITHHOLDING ELECTIONS
CURRENT FEDERAL WITHHOLDING ELECTIONS
<b>Single 1 Exemption(s)</b>
CURRENT IL STATE WITHHOLDING ELECTIONS
<b>No Withholding</b>

1007/CTE

**Federal Tax Election Form** (Please complete only one of the following)

- I do not want Federal income tax withheld from my payment
- I want to have Federal income tax withheld from my payment based on the elections I have indicated below:
  - Single/Married Filing Sep.  Married/Surviving Spouse  Head of Household
  - Multiple Jobs/Pension Income \_\_\_\_\_ Claim Dependents \_\_\_\_\_
  - Other Income \_\_\_\_\_ Deductions \_\_\_\_\_ Extra Withholding \_\_\_\_\_

**Under penalties of perjury, I certify that I am entitled to the above elections.**

Requests for flat dollar amount withholding, or any election options that are not consistent with those which are stated on this form will not be processed.

**IL State Tax Election Form** (Please complete only one of the following)

- I do not want State income tax withheld from my payment
- Withhold **exactly** \$ \_\_\_\_\_ from my payment

Required Signature \_\_\_\_\_ Phone # \_\_\_\_\_ Date \_\_\_\_\_

1007/CTE  
000009486

071823000065266BPP000000



**CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION**

**The Northern Trust Company**  
Chicago, IL through Oakbrook Terrace, IL

70-2382  
719

Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0000065266	07-31-2023	000009486		1007/CTE

**JAMES M RUSSELL**

**NON NEGOTIABLE**

Your Deposit was sent to:

Account Type	Account #	Amount
Checking	*****0880	\$789.07



Amount Deposited

\$\*\*\*\*\*789.07

This is NOT a check. This document is for informational purposes only.

FILED DATE: 10/23/2023 11:56 AM 2011CH15446

FILED DATE: 10/23/2023 11:56 AM 2011CHT15446



Please send all correspondence to:  
THE NORTHERN TRUST COMPANY  
BENEFIT PAYMENTS W-38  
50 S LASALLE ST  
CHICAGO, IL 60603  
1-312-557-9700



EARNINGS STATEMENT				
CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION				
Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0002174549	08-31-2023	000009486		1007/CTE

On the reverse side of this document, you will find: Electronic Deposit Authorization, Address Correction Form, and Important Federal Tax Election Notice.

03KENNED-1007/CTE-03-000009486-0002174549-000002852227  
YMN 00031E PMA 210562 1 0819 32567 65137 1/1 BIN:0  
JAMES M RUSSELL



EARNINGS	THIS PERIOD	YEAR-TO-DATE
RET TAX	\$1,002.36	\$8,018.88
<b>GROSS PAY</b>	<b>\$1,002.36</b>	<b>\$8,018.88</b>

DEDUCTIONS	THIS PERIOD	YEAR-TO-DATE
FEDERAL	\$17.21	\$137.68
MEDICAL	\$167.00	\$1,338.00
DENTAL	\$23.58	\$188.64
UNION	\$5.50	\$44.00
<b>TOTAL DEDUCTIONS</b>	<b>\$213.29</b>	<b>\$1,706.32</b>
<b>NET PAY</b>	<b>\$789.07</b>	

IMPORTANT NOTES

1007/CTE

WITHHOLDING ELECTIONS
CURRENT FEDERAL WITHHOLDING ELECTIONS
Single 1 Exemption(s)
CURRENT IL STATE WITHHOLDING ELECTIONS
No Withholding

**Federal Tax Election Form** (Please complete only one of the following)

1.  I do not want Federal income tax withheld from my payment

2.  I want to have Federal income tax withheld from my payment based on the elections I have indicated below:

Single/Married Filing Sep.  Married/Surviving Spouse  Head of Household

Multiple Jobs/Pension Income \_\_\_\_\_ Claim Dependents \_\_\_\_\_

Other Income \_\_\_\_\_ Deductions \_\_\_\_\_ Extra Withholding \_\_\_\_\_

**IL State Tax Election Form** (Please complete only one of the following)

1.  I do not want State income tax withheld from my payment

2.  Withhold exactly \$ \_\_\_\_\_ from my payment

Under penalties of perjury, I certify that I am entitled to the above elections. Requests for flat dollar amount withholding, or any election options that are not consistent with those which are stated on this form will not be processed.

Required Signature \_\_\_\_\_ Phone # \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

1007/CTE 000009486 0819230002174549BPP000000



CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION

The Northern Trust Company  
Chicago, IL through Oakbrook Terrace, IL

70-2382  
719

Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0002174549	08-31-2023	000009486		1007/CTE

NON NEGOTIABLE

JAMES M RUSSELL

Your Deposit was sent to:

Account Type	Account #	Amount
Checking	*****0880	\$789.07



Amount Deposited
\$*****789.07

This is NOT a check. This document is for informational purposes only.

**CERTIFIED MAIL**

James M. Russett  
[REDACTED]



7022 0410 0001 0234 1074

CAROL SPRING, IL 601

**Retail**

21 SEP



10150

U.S. POSTAGE PAID  
FCM LETTER  
WINFIELD, IL 60190  
SEP 21, 2023

**\$5.25**

R2305K141033-03

RDC 99

WILLIAMS, et al.

RETIREMENT for CTA EMPLOYEES, et al.

c/o KNOLL SETTLEMENT ADMINISTRATION, LLC

P.O. BOX 225391

NEW YORK, NY 10150-5391

10150-539191



FILED DATE: 10/29/2023 11:36 AM Z011C1115446



# Exhibit 3

Payton Letter  
(Redacted Version)



COR0001112

Tracey L. Payton  
Phone: 

September 11, 2023

Williams Retirement Plan CTA Employees  
Kroll Settlement Administration  
P.O. Box 225391  
New York, NY 10150-5391

Subject: **URGENT** Inclusion in Williams, et al. v. Retirement Plan for CTA Employees  
Proposed Class Action Settlement

To Whom It May Concern,

I am writing to bring to your attention an oversight that directly impacts my rights and benefits as a retiree from the Chicago Transit Authority (CTA). I am Tracey L. Payton, a former employee who was hired on July 18, 1984 and retired on [Your Retirement Date]. I was eligible for benefits as of April 19, 1999 (CTA badge #13918) meeting the criteria specified for the proposed class action settlement in the case of Williams, et al. v. Retirement Plan for CTA Employees, et al.

Regrettably, I did not receive any official notice or communication regarding this proposed settlement, the effective date of which was August 30, 2023, with a deadline of September 25, 2023. My omission from the list of notified parties is both alarming and unjust, as it potentially precludes me from participating in a legal process that directly affects my retirement benefits. **Point of Contact:** I request a dedicated point of contact to whom I can direct any further inquiries or provide additional documentation, should it be required.

Sincerely,

E-Mail - 

Tracey L. Payton

FILED DATE: 10/23/2023 11:56 AM 2011CH15446

Tracey Payton



043130531143031

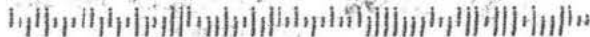


FOREVER

USA

Williams Retirement Plan  
CTA Employees  
Kroll Settlement  
Po Box 225391  
New York NY  
10150-5391

1015085391 B030



# Exhibit 4

Carter Letter  
(Redacted Version)

Ethel Carter

[REDACTED]  
[REDACTED]  
[REDACTED]

August 19, 2023

Honorable Cecilia A Horan  
Circuit Judge 9, Number: 11CH15466  
District 1, Dailey Center  
50 West Washington Room 2008  
Chicago, IL 60602

RE: Notice of Proposed Class Action Settle In Williams ET AL, V.  
Retirement Plan for CTA Employees ET AL. (Objection Respond)

Dear Judge Horan:

My name is Ethel Carter, Member ID: [REDACTED]. I am one of the people who help settle the above case, for a final approval hearing by you at 10:00 am on October 23, 2023 via Zoom. I was never given any credit for my contribution or a service award like other in said law suit.

In January 2003 I was elected as the first woman President/BA of the prestigious 100 year local ATU 308. In my tenure I served as shop steward, 2 term executive board member for 1,000 ticket agents writing 2 class action grievances, that resorting in CTA paying us the employees thousands of dollars, and automation becoming the future of collecting and counting revenue (I was employee at CTA from 1978-2006, jobs held bus operator, ticket agent, car servicer, janitor). I was also second vice president.

In 2009 CTA violated the contract and pension book, Exhibit A: I immediately wrote a class action grievance 0609-21 for the retirees and myself. Exhibit B: letter to counsel of class C Phillip Curley 7-05-23. His responds letter to me dated July 12, 2023 is Exhibit C. In my research I found proof my information under Interrogations - identity all people that possess knowledge and information to help settle this case. I help with giving my class action grievance they begged me for.

Furthermore I object to my estimated general settlement amount. It is off by thousands. I have 14 years of my earnings statement to substantiate my claim from 2009 - 2023 which is Exhibit D.

In closing I am asking to be given respect and receive a great service award for my hard work and my individual settlement to be right not \$12,299.80 but more money I paid. I am thanking you in advance for righting a wrong for the members and their families of CTA employees and union members ATU 308 & 241.

Blessing Always,

A handwritten signature in black ink that reads "Ethel Carter". The signature is written in a cursive style with a horizontal line above the name.

Ethel Carter

cc:

Kroll Settlement, LLC  
C. Philip Curley  
Katheleen A. Ehrhart  
Victoria R. Collado

# GRIEVANCE BLANK

Amalgamated Transit Union - Local 308  
205 W. Wacker Dr. - Suite 700 - Chicago, IL. 60606 - 312/782-4665  
Freedom Through Organization

No. 0609.21

EXHIBIT  
A



Grievance/Arbitration  
Received

JUN 29 2009

ATU Local 308  
Chicago, Illinois

Date of Presentation to Company

DO NOT WRITE ABOVE THIS LINE

Date of Presentation to Union

Date: JUNE 28 2009

Name: FITZEL M. CARTER

Badge: 13589

Address: [REDACTED] Phone: [REDACTED]

City: [REDACTED] State: [REDACTED] Zip Code: [REDACTED]

Classification: RETIREE Terminal: RETIREMENT OFFICE

\* Starting with the Date of Occurrence: State briefly and plainly-What happen When, and Where, REMEDY REQUESTED and if applicable, submit copies of any documents that will support your case.

Check One:  Suspended  Sick  Discharged  Resigned  Other  Employment Date: 10-02-1978

\* Begin Your Case ----> WE THE MEMBERS ACTIVE AND RETIRES  
OF ATU 308 ARE AGGRAVATED AGAINST THE NEWLY  
FORM CTA RHC PLAN DUE TO TAKE EFFECTED  
JULY 1, 2009, AND RETIREMENT PLAN FOR CHICAGO  
TRANSIT AUTHORITY EMPLOYEES EFFECTIVE JUNE  
1, 1949 AS AMENDED THROUGH DECEMBER 31, 2003. WE  
ARE DEMANDING THAT THE NEWLY FORM RHC TRUSTEE  
FOLLOW THE RETIREMENT PLAN GUIDELINE FOR ARTICLE  
3.7 CONTINUOUS SERVICE, WHEN PAYING PREMIUM, ALL  
EMPLOYEES PAY THE SAME AMOUNT, OR BE GRAND FATHER  
IN AFTER 1-18-2008 HAS BE PASSED INTO LAW. FURTHER MORE  
THE ACTIVE MEMBERS STOP PAYING 2 PREMIUM (UNDER THE  
BEN AWARD) AND BE GIVEN CONSISTS PAYMENT FOR THE  
SECOND PAYMENT AND EQUALITY PAYMENT. UNDER SECTION  
7 CONTRIBUTIONS TO THE FUND 7.6, AND SECTION 24  
SEPARABILITY PROVISION. THESE CHANGES WERE NOT  
CHANGE CONTRACTUAL IN OUR RETIREMENT PLAN BOOK.  
(SEE ATTACHED PETITION 16 PAGES WITH MORE TO COME)  
THIS IS A CLASS-ACTION GRIEVANCE

Signature Fitzel M. Carter

Use other side if needed

Date 6-28-09

FILED DATE: 10/23/2023 11:56 AM 2011CH15446

EXHIBIT B

[REDACTED]  
[REDACTED]  
[REDACTED]

July 5, 2023

C. Philip Curley

Robinson Curley PC

200 North La Salle, Suite 1550

Chicago, Illinois 60601

Re: Notice of Proposed Class Action Settle in Williams, et al. v. Retirement Plan for CTA Employees, et al.

Dear Mr. Curley:

I am writing in regards to pending approval of the proposed class action settlement agreement on October 23, 2023. Allen Curley approached me on June 2018 inquiring about a class action grievance (#609-21) that I had previously submitted on June 28, 2009 to ATU Local 308 Chicago, Illinois in reference to CTA union pensioners being forced to pay for healthcare, which was not contractually bargained pursuant to the Retirement Plans Guidelines Article 3.7 Continuous Service. Please reference the grievance signed and dated by me, Ethel Carter, and mailed to you per your request and initially solicited by Jerry Williams. Per our conversation in late July 2018, you represented that I would be notified if my grievance would be used to bolster your claim filed against CTA in the case of Williams, et al v. Retirement Plan for CTA Employees, et al.

On May 2, 2023, Jerry Williams attended the southside pensioners monthly meeting at 83<sup>rd</sup> and Loomis to give pensioners an update on the lawsuit. There were approximately 125 pensioners (including myself) in attendance. Jerry Williams boasted about filing the class action lawsuit, gave us an update on the successful settlement outcome and opened the floor for questions. At which time, I asked Jerry what role did my class action grievance play in winning the \$80,000,000 settlement agreement. Jerry replied, "I don't know why Sister Carter wrote that grievance, but without the grievance we would not have won."

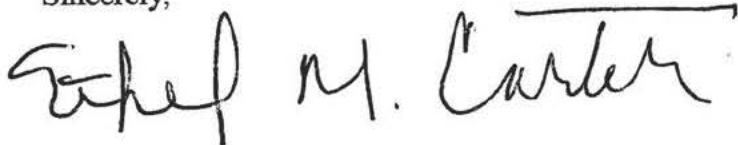


FILED DATE: 10/23/2023 11:56 AM 2011CH15446

It is my position that I should be compensated 5 percent of the attorney fees/settlement award. Instead, I am being treated as only a general Class Member despite the pivotal role that my grievance played in keeping the class action claim viable. Furthermore, my estimated general settlement amount is inaccurate by thousands of dollars. I have 14 years of earning statements to substantiate my claim. Accordingly, this letter represents my official notice of objection to my estimated Individual Settlement Amount.

Finally, please respond to my concerns within 7 business days, by July 13, 2023. If I do not hear from you, I will secure legal representation and file an objection to the settlement agreement.

Sincerely,



Ethel M. Carter

Member ID: [REDACTED]  
[REDACTED]

CC: Kroll Settlement Administration, LLC

Williams, et al. v. Retirement Plan for CTA Employees, et al.

c/o Kroll Settlement Administration LLC

PO BOX 225391

New York, NY 10150-5391

EXHIBIT B

July 12, 2023

Ms. Ethel M. Carter



Re: Williams, et al. v. Retirement Plan for Chicago  
Transit Authority Employees, et al. - 11-CH-15446

Dear Ms. Carter:

Thank you for your letter dated July 5, 2023. You were contacted in 2018 to determine whether you had in your possession a copy of the document deciding your grievance. You did, and you sent it to us in August 2018. First, your grievance was made more than six months after this litigation had already been filed in federal court. Second, your grievance was denied. Third, the grievance did not pertain to the issues in the case and was never used as evidence. Your grievance was of no consequence to the Plaintiffs' claims or the settlement that was reached.

In addition, witnesses who provide information in connection with a lawsuit are not entitled to compensation. And further, Illinois law prohibits the splitting of fees between lawyers and non-lawyers. See Ill. Rule of Prof. Conduct 5.4.

With respect to your contention that the estimated Individual Settlement Amount set forth in the Notice of Class Action Settlement you received is inaccurate, please follow the instructions in the Notice and contact the Settlement Administrator.

Best regards,

ROBINSON CURLEY P.C.

A handwritten signature in cursive script that reads "C. Philip Curley".

C. Philip Curley

CPC/nsb

FILED DATE: 10/23/2023 11:56 AM 2011CH15446



The Northern Trust Company  
 BPS-C55  
 P.O. Box 92963  
 Chicago IL 60607  
 1-866-441-9694  
 1007/CTD-03GIOLLI



Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0088373143	07-31-2009	000013554		1007/CTD

010159 BNN 00031A  
 ETHEL M CARTER



On the reverse side of this document, you will find: Electronic Deposit Authorization, Address Correction Form, Important Federal Tax Election Notice.

**EXHIBIT C**

EARNINGS	THIS PERIOD	YEAR-TO-DATE
RET TAX	\$4,231.96	\$29,623.72
SUPNTAX	\$41.66	\$291.62
<b>GROSS PAY</b>	<b>\$4,273.62</b>	<b>\$29,915.34</b>
DEDUCTIONS	THIS PERIOD	YEAR-TO-DATE
FEDERAL	\$577.12	\$4,128.66
MEDICAL	\$254.00	\$254.00
DENTAL	\$32.05	\$224.35
UNION	\$5.50	\$38.50
<b>TOTAL DEDUCTIONS</b>	<b>\$868.67</b>	<b>\$4,645.51</b>
<b>NET PAY</b>	<b>\$3,404.95</b>	

**IMPORTANT NOTES**

WITHHOLDING ELECTIONS	
CURRENT FEDERAL WITHHOLDING ELECTIONS	
Single 1 Exemption(s)	
CURRENT IL STATE WITHHOLDING ELECTIONS	
No Withholding	

1007/CTD

**Federal Tax Election Form** (please complete only one of the following)  
 1)  I do not want Federal income tax withheld from my payment.  
 2)  I want to have Federal income tax withheld from my payment based on the elections I have indicated below:  
 Single  Married # of Exemptions \_\_\_\_\_  
 Additional Amount Withheld \$ \_\_\_\_\_

**IL State Tax Election Form**  
 The state of IL does not allow for taxes to be withheld from your payment.

Under penalties of perjury, I certify that I am entitled to the above elections.  
 Requests for flat dollar amount withholding, or any election options that are not consistent with those which are stated on this form will not be processed.

Required Signature \_\_\_\_\_ Phone # \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_ 1007/CTD 000013554 0722090088373143PMA010159



CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION

The Northern Trust Company  
 Chicago, IL through Oakbrook Terrace, IL

Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0088373143	07-31-2009	000013554		1007/CTD

**NON NEGOTIABLE**

ETHEL M CARTER

Your deposit was sent to:

Account Type	Account #	Amount
Checking	*****1729	\$3,404.95
		<b>Amount Deposited</b>
		<b>\$*****3,404.95</b>

This is NOT a check. This document is for informational purposes only.

FILED DATE: 10/23/2023 11:56 AM 2011CH15446



Please send all correspondence to:  
 The Northern Trust Company  
 BPS-C5S  
 P.O. Box 92963  
 Chicago IL 60607  
 1-866-441-9694



321223

**EARNINGS STATEMENT**  
 CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION

Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0011485285	12-31-2010	000013554		1007/CTD

On the reverse side of this document, you will find: Electronic Deposit Authorization, Address Correction Form, Important Federal Tax Election Notice.

EXHIBIT C

03TURNER-1007/CTD-03-000013554-0011485285-000001119612  
 PNN 00031A  
 ETHEL M CARTER



EARNINGS	THIS PERIOD	YEAR-TO-DATE
RET TAX	\$4,231.86	\$50,783.62
SUPNTAX	\$41.66	\$499.92
<b>GROSS PAY</b>	<b>\$4,273.52</b>	<b>\$51,283.44</b>
DEDUCTIONS	THIS PERIOD	YEAR-TO-DATE
FEDERAL	\$587.88	\$7,052.16
MEDICAL	\$254.00	\$2,781.95
DENTAL	\$32.05	\$384.60
UNION	\$5.50	\$66.00
<b>TOTAL DEDUCTIONS</b>	<b>\$879.23</b>	<b>\$10,264.71</b>
<b>NET PAY</b>	<b>\$3,394.39</b>	

WITHHOLDING ELECTIONS	
CURRENT FEDERAL WITHHOLDING ELECTIONS	
Single 1 Exemption(s)	
CURRENT IL STATE WITHHOLDING ELECTIONS	
No Withholding	

1007/CTD

**IMPORTANT NOTES**

**Federal Tax Election Form** (please complete only one of the following)

- I do not want Federal income tax withheld from my payment.
- I want to have Federal income tax withheld from my payment based on the elections I have indicated below:  
 Single  Married # of Exemptions \_\_\_\_\_  
 Additional Amount Withheld \$ \_\_\_\_\_

**IL State Tax Election Form**

The state of IL does not allow for taxes to be withheld from your payment.

Under penalties of perjury, I certify that I am entitled to the above elections.

Requests for flat dollar amount withholding, or any election options that are not consistent with those which are stated on this form will not be processed.

Required Signature \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Phone # \_\_\_\_\_

1007/CTD  
 000013554 123120100011485285PMA321223



CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION

The Northern Trust Company  
 Chicago, IL through Oakbrook Terrace, IL

Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0011485285	12-31-2010	000013554		1007/CTD

ETHEL M CARTER

**NON NEGOTIABLE**

Your deposit was sent to:

Account Type	Account #	Amount
CHECKING	*****1729	\$3,394.39

Amount Deposited  
 \*\*\*\*\*\$3,394.39

This is NOT a check. This document is for informational purposes only.

FILED DATE: 10/23/2023 11:56 AM 2011CH15446



Please send all correspondence to:  
 The Northern Trust Company  
 BPS-C55  
 P.O. Box 92963  
 Chicago IL 60607  
 1-866-441-9694



192747

# EARNINGS STATEMENT

CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION

Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0026350902	11-30-2011	000013554		1007/CTD

On the reverse side of this document, you will find: Electronic Deposit Authorization, Address Correction Form, Important Federal Tax Election Notice.

**EXHIBIT**  
**C**

03CURRY-1007/CTD-03-000013554-0026350902-000001234556  
 PNN 00031A  
 ETHEL M CARTER



EARNINGS	THIS PERIOD	YEAR-TO-DATE
RET TAX	\$4,231.86	\$46,551.56
SUPNTAX	\$41.66	\$458.26
<b>GROSS PAY</b>	<b>\$4,273.62</b>	<b>\$47,009.82</b>
DEDUCTIONS	THIS PERIOD	YEAR-TO-DATE
FEDERAL	\$614.24	\$6,756.64
MEDICAL	\$249.00	\$2,739.00
DENTAL	\$32.05	\$352.55
UNION	\$5.50	\$60.50
<b>TOTAL DEDUCTIONS</b>	<b>\$900.79</b>	<b>\$9,908.69</b>
<b>NET PAY</b>	<b>\$3,372.83</b>	

IMPORTANT NOTES

WITHHOLDING ELECTIONS
CURRENT FEDERAL WITHHOLDING ELECTIONS
Single <input type="checkbox"/> Exemption(s)
CURRENT IL STATE WITHHOLDING ELECTIONS
No Withholding

1007/CTD

**Federal Tax Election Form** (please complete only one of the following)

- I do not want Federal income tax withheld from my payment.
- I want to have Federal income tax withheld from my payment based on the elections I have indicated below:  
 Single  Married # of Exemptions \_\_\_\_\_  
 Additional Amount Withheld \$ \_\_\_\_\_

**IL State Tax Election Form**

The state of IL does not allow for taxes to be withheld from your payment.

Under penalties of perjury, I certify that I am entitled to the above elections.

Requests for flat dollar amount withholding, or any election options that are not consistent with those which are stated on this form will not be processed.

Required Signature \_\_\_\_\_ Phone # \_\_\_\_\_ Date \_\_\_\_\_

1007/CTD 113020110026350902PMA192747  
 000013554



CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION

The Northern Trust Company  
 Chicago, IL through Oakbrook Terrace, IL

Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0026350902	11-30-2011	000013554		1007/CTD

**ETHEL M CARTER**

**NON NEGOTIABLE**

Your deposit was sent to:

Account Type	Account #	Amount
CHECKING	*****1729	\$3,372.83
		<b>Amount Deposited</b>
		*****\$3,372.83

FILED DATE: 10/23/2023 11:56 AM 2011CH15446



Please send all correspondence to:  
 The Northern Trust Company  
 BPS-C5S  
 P.O. Box 92963  
 Chicago IL 60607  
 1-866-441-9694



684708

EARNINGS STATEMENT				
CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION				
Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0057725445	12-31-2012	000013554		1007/CTD

FILED DATE: 10/23/2023 11:56 AM 2011CH15446

On the reverse side of this document, you will find: Electronic Deposit Authorization, Address Correction Form, Important Federal Tax Election Notice.

**EXHIBIT C**

03CURRY-1007/CTD-03-000013554-0057725445-000001369651  
 PNN 00031A  
 ETHEL M CARTER



EARNINGS	THIS PERIOD	YEAR-TO-DATE
RET TAX	\$4,231.96	\$50,793.52
SUPNTAX	\$41.66	\$499.92
<b>GROSS PAY</b>	<b>\$4,273.62</b>	<b>\$51,293.44</b>
DEDUCTIONS	THIS PERIOD	YEAR-TO-DATE
FEDERAL	\$603.20	\$7,238.40
MEDICAL	\$234.00	\$2,808.00
DENTAL	\$69.60	\$417.60
UNION	\$5.50	\$66.00
<b>TOTAL DEDUCTIONS</b>	<b>\$912.30</b>	<b>\$10,530.00</b>
<b>NET PAY</b>	<b>\$3,361.32</b>	

WITHHOLDING ELECTIONS	
CURRENT FEDERAL WITHHOLDING ELECTIONS	
Single 1 Exemption(s)	
CURRENT IL STATE WITHHOLDING ELECTIONS	
No Withholding	

1007/CTD

IMPORTANT NOTES

**Federal Tax Election Form** (please complete only one of the following)  
 1.  I do not want Federal income tax withheld from my payment.  
 2.  I want to have Federal income tax withheld from my payment based on the elections I have indicated below:  
 Single  Married # of Exemptions \_\_\_\_\_  
 Additional Amount Withheld \$ \_\_\_\_\_

**IL State Tax Election Form**  
 The state of IL does not allow for taxes to be withheld from your payment.

Under penalties of perjury, I certify that I am entitled to the above elections. Requests for flat dollar amount withholding, or any election options that are not consistent with those which are stated on this form will not be processed.

Required Signature \_\_\_\_\_ (Phone #) \_\_\_\_\_ Date / / \_\_\_\_\_

1007/CTD 000013554 123120120057725445PMA684708



CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION

The Northern Trust Company  
 Chicago, IL through Oakbrook Terrace, IL

Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0057725445	12-31-2012	000013554		1007/CTD

ETHEL M CARTER

**NON NEGOTIABLE**

Your deposit was sent to:

Account Type	Account #	Amount
CHECKING	*****1729	\$3,361.32

Amount Deposited	*****\$3,361.32
------------------	-----------------



Please send all correspondence to:  
 The Northern Trust Company  
 BPS-C5S  
 P.O. Box 92963  
 Chicago IL 60607  
 1-866-441-9694



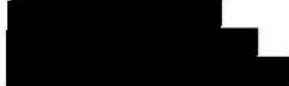
116522

EARNINGS STATEMENT				
CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION				
Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0094508340	12-31-2013	000013554		1007/CTD

On the reverse side of this document, you will find: Electronic Deposit Authorization, Address Correction Form, Important Federal Tax Election Notice.

EXHIBIT C

03CURRY-1007/CTD-03-000013554-0094508340-000001500500  
 PNN 00031A  
 ETHEL M CARTER



EARNINGS	THIS PERIOD	YEAR-TO-DATE
RET TAX	\$4,231.96	\$50,783.52
SUPNTAX	\$41.66	\$499.92
<b>GROSS PAY</b>	<b>\$4,273.62</b>	<b>\$51,283.44</b>

DEDUCTIONS	THIS PERIOD	YEAR-TO-DATE
FEDERAL	\$591.64	\$7,111.24
MEDICAL	\$70.00	\$1,988.00
DENTAL	\$36.89	\$442.68
UNION	\$5.50	\$66.00
<b>TOTAL DEDUCTIONS</b>	<b>\$704.03</b>	<b>\$9,607.92</b>
<b>NET PAY</b>	<b>\$3,569.59</b>	

IMPORTANT NOTES

WITHHOLDING ELECTIONS	
CURRENT FEDERAL WITHHOLDING ELECTIONS	
Single 1 Exemption(s)	
CURRENT IL STATE WITHHOLDING ELECTIONS	
No Withholding	

1007/CTD

**Federal Tax Election Form** (please complete only one of the following)

- I do not want Federal income tax withheld from my payment.
- I want to have Federal income tax withheld from my payment based on the elections I have indicated below:  
 Single  Married # of Exemptions \_\_\_\_\_  
 Additional Amount Withheld \$ \_\_\_\_\_

**IL State Tax Election Form**

The state of IL does not allow for taxes to be withheld from your payment.

Under penalties of perjury, I certify that I am entitled to the above elections. Requests for flat dollar amount withholding, or any election options that are not consistent with those which are stated on this form will not be processed.

Required Signature \_\_\_\_\_ ( ) \_\_\_\_\_ Date / / \_\_\_\_\_

1007/CTD  
 000013554 123120130094508340PMA116522



CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION

The Northern Trust Company  
 Chicago, IL through Oakbrook Terrace, IL

Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0094508340	12-31-2013	000013554		1007/CTD

ETHEL M CARTER

**NON NEGOTIABLE**

Your deposit was sent to:

Account Type	Account #	Amount
CHECKING	*****1729	\$3,569.59



Amount Deposited
*****\$3,569.59

FILED DATE: 10/23/2023 11:56 AM 2011CH15446



Please send all correspondence to:  
 The Northern Trust Company  
 BPS-C5S  
 P.O. Box 92963  
 Chicago IL 60607  
 1-866-441-9694



032688

EARNINGS STATEMENT				
CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION				
Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0003254633	03-31-2014	000013554		1007/CTD

On the reverse side of this document, you will find: Electronic Deposit Authorization, Address Correction Form, Important Federal Tax Election Notice.

EXHIBIT C

03CURRY-1007/CTD-03-000013554-0003254633-000001533849  
 PNN 00031A  
 ETHEL M CARTER



EARNINGS	THIS PERIOD	YEAR-TO-DATE
RET TAX	\$4,231.96	\$12,695.98
SUPNTAX	\$41.66	\$124.99
<b>GROSS PAY</b>	<b>\$4,273.62</b>	<b>\$12,820.86</b>
DEDUCTIONS	THIS PERIOD	YEAR-TO-DATE
FEDERAL	\$593.51	\$1,750.53
MEDICAL	\$98.00	\$264.00
DENTAL	\$39.47	\$118.41
UNION	\$5.50	\$16.50
<b>TOTAL DEDUCTIONS</b>	<b>\$716.48</b>	<b>\$2,149.44</b>
<b>NET PAY</b>	<b>\$3,557.14</b>	

WITHHOLDING ELECTIONS	
CURRENT FEDERAL WITHHOLDING ELECTIONS	
Single 1 Exemption(s)	
CURRENT IL STATE WITHHOLDING ELECTIONS	
No Withholding	

**IMPORTANT NOTES**

1007/CTD

*(Handwritten scribble)*

**Federal Tax Election Form** (please complete only one of the following)

- 1.  I do not want Federal income tax withheld from my payment.
- 2.  I want to have Federal income tax withheld from my payment based on the elections I have indicated below:
  - Single  Married # of Exemptions \_\_\_\_\_
  - Additional Amount Withheld \$ \_\_\_\_\_

**IL State Tax Election Form**

The state of IL does not allow for taxes to be withheld from your payment.

Under penalties of perjury, I certify that I am entitled to the above elections. Requests for flat dollar amount withholding, or any election options that are not consistent with those which are stated on this form will not be processed.

Required Signature \_\_\_\_\_ Phone# \_\_\_\_\_ Date \_\_\_\_\_ 1007/CTD 000013554 033120140003254633PMA032688

CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION

The Northern Trust Company  
 Chicago, IL through Oakbrook Terrace, IL

Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0003254633	03-31-2014	000013554		1007/CTD

ETHEL M CARTER

**NON NEGOTIABLE**

Your deposit was sent to:

Account Type	Account #	Amount
CHECKING	*****1729	\$3,557.14

Amount Deposited  
 \*\*\*\*\*\$3,557.14

FILED DATE: 10/23/2023 11:56 AM 2011CH15446





Please send all correspondence to:  
 THE NORTHERN TRUST COMPANY  
 BPS-C2N  
 P.O. BOX 92963  
 CHICAGO, IL 60607  
 1-866-441-9594



CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION				
Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0015040149	07-29-2016	000013554		1007/CTD

On the reverse side of this document, you will find: Electronic Deposit Authorization, Address Correction Form, Important Federal Tax Election Notice.

EXHIBIT C

03CURRY-1007/CTD-03-000013554-0015040149-000001860639  
 BMN 00031E 006741 1 0719 2829 5661 1/1 BIN:0

ETHEL M CARTER



EARNINGS	THIS PERIOD	YEAR-TO-DATE
RET TAX	\$4,231.96	\$29,623.72
SUPNTAX	\$41.66	\$291.62
<b>GROSS PAY</b>	<b>\$4,273.62</b>	<b>\$29,915.34</b>

DEDUCTIONS	THIS PERIOD	YEAR-TO-DATE
FEDERAL	\$574.34	\$4,020.38
MEDICAL	\$81.00	\$567.00
DENTAL	\$41.46	\$290.22
UNION	\$5.50	\$38.50
<b>TOTAL DEDUCTIONS</b>	<b>\$702.30</b>	<b>\$4,916.10</b>
<b>NET PAY</b>	<b>\$3,571.32</b>	

IMPORTANT NOTES

WITHHOLDING ELECTIONS
CURRENT FEDERAL WITHHOLDING ELECTIONS
Single 1 Exemption(s)
CURRENT IL STATE WITHHOLDING ELECTIONS
No Withholding

**Federal Tax Election Form** (Please complete only one of the following)  
 1.  I do not want Federal income tax withheld from my payment  
 2.  I want to have Federal income tax withheld from my payment based on the elections I have indicated below:  
 Single  Married # of Exemptions \_\_\_\_\_  
 Additional Amount Withheld \$ \_\_\_\_\_

**IL State Tax Election Form** (Please complete only one of the following)  
 1.  I do not want State income tax withheld from my payment  
 2.  Withhold exactly \$ \_\_\_\_\_ from my payment

Under penalties of perjury, I certify that I am entitled to the above elections.

Requests for flat dollar amount withholding, or any election options that are not consistent with those which are stated on this form will not be processed.

Required Signature \_\_\_\_\_ Phone # \_\_\_\_\_ Date \_\_\_\_\_ 1007/CTD 000013554 0719160015040149BPP000000



CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION

The Northern Trust Company  
 Chicago, IL through Oakbrook Terrace, IL

70-2382  
719

Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0015040149	07-29-2016	000013554		1007/CTD

**NON NEGOTIABLE**

ETHEL M CARTER

Your Deposit was sent to:

Account Type	Account #	Amount
Checking	*****1729	\$3,571.32



Amount Deposited  
**\$\*\*\*\*\*3,571.32**

This is NOT a check. This document is for informational purposes only.

FILED DATE: 10/23/2023 11:56 AM 2011CH15446



Please send all correspondence to:  
THE NORTHERN TRUST COMPANY  
BENEFIT PAYMENT SERVICES  
50 SOUTH LASALLE STREET, C2N  
CHICAGO, IL 60603  
1-866-441-9684



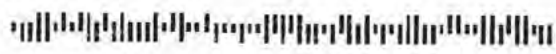
Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0051755915	03-31-2017	000013554		1007/CTD

On the reverse side of this document, you will find: Electronic Deposit Authorization, Address Correction Form, Important Federal Tax Election Notice.

EXHIBIT C

03CURRY-1007/CTD-03-000013554-0051755915-000001953222  
BMN 00031E 011429 1 0321 42536 85075 1/1 BIN:0

ETHEL M CARTER



EARNINGS	THIS PERIOD	YEAR-TO-DATE
RET TAX	\$4,231.86	\$12,895.88
SUPNTAX	\$41.66	\$124.98
<b>GROSS PAY</b>	<b>\$4,273.62</b>	<b>\$12,820.86</b>

DEDUCTIONS	THIS PERIOD	YEAR-TO-DATE
FEDERAL	\$670.69	\$1,711.77
MEDICAL	\$81.00	\$243.00
DENTAL	\$42.29	\$126.87
UNION	\$5.50	\$16.50
<b>TOTAL DEDUCTIONS</b>	<b>\$699.38</b>	<b>\$2,098.14</b>
<b>NET PAY</b>	<b>\$3,574.24</b>	

IMPORTANT NOTES

1007/CTD

WITHHOLDING ELECTIONS
CURRENT FEDERAL WITHHOLDING ELECTIONS
Single 1 Exemption(s)
CURRENT IL STATE WITHHOLDING ELECTIONS
No Withholding

**Federal Tax Election Form** (Please complete only one of the following)

1.  I do not want Federal income tax withheld from my payment

2.  I want to have Federal income tax withheld from my payment based on the elections I have indicated below:

Single  Married # of Exemptions \_\_\_\_\_

Additional Amount Withheld \$ \_\_\_\_\_

**IL State Tax Election Form** (Please complete only one of the following)

1.  I do not want State income tax withheld from my payment

2.  Withhold exactly \$ \_\_\_\_\_ from my payment

Under penalties of perjury, I certify that I am entitled to the above elections. Requests for flat dollar amount withholding, or any election options that are not consistent with those which are stated on this form will not be processed.

Required Signature \_\_\_\_\_ Phone # \_\_\_\_\_ Date \_\_\_\_\_ 1007/CTD 000013554 0320170051755915BPP000000



CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION

The Northern Trust Company  
Chicago, IL through Oakbrook Terrace, IL

70-2382  
719

Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0051755915	03-31-2017	000013554		1007/CTD

**NON NEGOTIABLE**

ETHEL M CARTER

Your Deposit was sent to:

Account Type	Account #	Amount
Checking	*****1729	\$3,574.24
		<b>Amount Deposited</b>
		<b>\$*****3,574.24</b>

This is NOT a check. This document is for informational purposes only.

FILED DATE: 10/23/2023 11:56 AM 2011CH15446



Please send all correspondence to:  
THE NORTHERN TRUST COMPANY  
BENEFIT PAYMENT SERVICES  
50 SOUTH LASALLE STREET, C2N  
CHICAGO, IL 60603  
1-866-441-9694



EARNINGS STATEMENT				
CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION				
Payment Number	Payable Date	Reference Number	ID Number	Client Plan
0083271304	09-28-2018	000013554		1007/CTD

On the reverse side of this document, you will find: Electronic Deposit Authorization, Address Correction Form, and Important Federal Tax Election Notice.

EXHIBITS C

EARNINGS	THIS PERIOD	YEAR-TO-DATE
RET TAX	\$4,231.96	\$38,087.64
SUPNTAX	\$41.66	\$374.94
<b>GROSS PAY</b>	<b>\$4,273.62</b>	<b>\$38,462.58</b>

DEDUCTIONS	THIS PERIOD	YEAR-TO-DATE
FEDERAL	\$448.74	\$4,160.51
MEDICAL	\$87.00	\$783.00
DENTAL	\$40.18	\$361.62
UNION	\$5.50	\$49.50
<b>TOTAL DEDUCTIONS</b>	<b>\$581.42</b>	<b>\$5,354.63</b>

<b>NET PAY</b>	<b>\$3,692.20</b>	
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03CURRY-1007/CTD-03-000013554-0083271304-000002162802  
BMN 00031E 026245 1 0918 61188 122379 1/1 BIN:0

ETHEL M CARTER



IMPORTANT NOTES

1007/CTD

WITHHOLDING ELECTIONS
CURRENT FEDERAL WITHHOLDING ELECTIONS
Single 1 Exemption(s)
CURRENT IL STATE WITHHOLDING ELECTIONS
No Withholding

Federal Tax Election Form (Please complete only one of the following)

- I do not want Federal income tax withheld from my payment
- I want to have Federal income tax withheld from my payment based on the elections I have indicated below:  
 Single  Married # of Exemptions \_\_\_\_\_  
Additional Amount Withheld \$ \_\_\_\_\_

IL State Tax Election Form (Please complete only one of the following)

- I do not want State income tax withheld from my payment
- Withhold exactly \$ \_\_\_\_\_ from my payment

Under penalties of perjury, I certify that I am entitled to the above elections.

Requests for flat dollar amount withholding, or any election options that are not consistent with those which are stated on this form will not be processed.

Required Signature \_\_\_\_\_ Phone # \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

1007/CTD  
000013554

0917180083271304BPP000000



CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION

The Northern Trust Company  
Chicago, IL through Oakbrook Terrace, IL

70-2382  
719

Payment Number	Payable Date	Reference Number	ID Number	Client Plan
0083271304	09-28-2018	000013554		1007/CTD

ETHEL M CARTER

**NON NEGOTIABLE**

Your Deposit was sent to:

Account Type	Account #	Amount
Checking	*****1729	\$3,692.20
		<b>Amount Deposited</b>
		<b>\$*****3,692.20</b>

This is NOT a check. This document is for informational purposes only.

FILED DATE: 10/23/2023 11:56 AM 2011CH15446



Please send all correspondence to:  
THE NORTHERN TRUST COMPANY  
BENEFIT PAYMENT SERVICES  
50 SOUTH LASALLE STREET, C2N  
CHICAGO, IL 60603  
1-866-441-9694



CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION				
Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0009821216	11-29-2019	000013554		1007/CTD

On the reverse side of this document, you will find: Electronic Deposit Authorization, Address Correction Form, and Important Federal Tax Election Notice.

EXHIBIT C



03CURRY-1007/CTD-03-000013554-0009821216-000002326174  
BMN 00031E 049038 1 1116 53736 107475 1/1 BIN:0

ETHEL M CARTER



EARNINGS	THIS PERIOD	YEAR-TO-DATE
RET TAX	\$4,231.96	\$48,551.56
SUPNTAX	\$41.66	\$458.26
<b>GROSS PAY</b>	<b>\$4,273.62</b>	<b>\$47,009.82</b>

DEDUCTIONS	THIS PERIOD	YEAR-TO-DATE
FEDERAL	\$439.24	\$4,831.64
MEDICAL	\$75.00	\$825.00
DENTAL	\$38.50	\$424.16
UNION	\$5.50	\$60.50
<b>TOTAL DEDUCTIONS</b>	<b>\$558.30</b>	<b>\$6,141.30</b>

<b>NET PAY</b>	<b>\$3,715.32</b>	
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IMPORTANT NOTES

1007/CTD

WITHHOLDING ELECTIONS
CURRENT FEDERAL WITHHOLDING ELECTIONS
<b>Single 1 Exemption(s)</b>
CURRENT IL STATE WITHHOLDING ELECTIONS
<b>No Withholding</b>

Federal Tax Election Form (Please complete only one of the following)

- I do not want Federal income tax withheld from my payment
- I want to have Federal income tax withheld from my payment based on the elections I have indicated below:  
 Single  Married # of Exemptions \_\_\_\_\_  
Additional Amount Withheld \$ \_\_\_\_\_

IL State Tax Election Form (Please complete only one of the following)

- I do not want State income tax withheld from my payment
- Withhold exactly \$ \_\_\_\_\_ from my payment

Under penalties of perjury, I certify that I am entitled to the above elections.

Requests for flat dollar amount withholding, or any election options that are not consistent with those which are stated on this form will not be processed.

Required Signature \_\_\_\_\_ Phone # \_\_\_\_\_ Date \_\_\_\_\_

1007/CTD  
000013554

1115190009821216BPP000000



CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION

The Northern Trust Company  
Chicago, IL through Oakbrook Terrace, IL

70-2382  
719

Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0009821216	11-29-2019	000013554		1007/CTD

**NON NEGOTIABLE**

ETHEL M CARTER

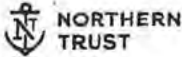
Your Deposit was sent to:

Account Type	Account #	Amount
Checking	*****1729	\$3,715.32



<b>Amount Deposited</b>
<b>\$*****3,715.32</b>

This is NOT a check. This document is for informational purposes only.



Please send all correspondence to:

THE NORTHERN TRUST COMPANY  
BENEFIT PAYMENTS W-38  
50 S LASALLE ST  
CHICAGO, IL 60603  
1-312-557-9700



# EARNINGS STATEMENT

CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION

Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0034724854	12-31-2020	000013554		1007/CTD

On the reverse side of this document, you will find: Electronic Deposit Authorization, Address Correction Form, and Important Federal Tax Election Notice.

EXHIBIT C

03SMITH-1007/CTD-03-000013554-0034724854-000002475461  
BMN 00031E 087075 1 1218 11311 22625 1/1 BIN:0

ETHEL M CARTER



EARNINGS	THIS PERIOD	YEAR-TO-DATE
RET TAX	\$4,231.96	\$50,783.52
SUPNTAX	\$41.66	\$499.92
<b>GROSS PAY</b>	<b>\$4,273.62</b>	<b>\$51,283.44</b>

DEDUCTIONS	THIS PERIOD	YEAR-TO-DATE
FEDERAL	\$431.70	\$5,187.94
MEDICAL	\$75.00	\$900.00
DENTAL	\$38.56	\$462.72
UNION	\$5.50	\$66.00
<b>TOTAL DEDUCTIONS</b>	<b>\$550.76</b>	<b>\$6,616.66</b>
<b>NET PAY</b>	<b>\$3,722.86</b>	

### IMPORTANT NOTES



### WITHHOLDING ELECTIONS

#### CURRENT FEDERAL WITHHOLDING ELECTIONS

Single 1 Exemption(s)

#### CURRENT IL STATE WITHHOLDING ELECTIONS

No Withholding

#### Federal Tax Election Form (Please complete only one of the following)

- I do not want Federal income tax withheld from my payment
- I want to have Federal income tax withheld from my payment based on the elections I have indicated below:  
 Single  Married # of Exemptions \_\_\_\_\_  
Additional Amount Withheld \$ \_\_\_\_\_

#### IL State Tax Election Form (Please complete only one of the following)

- I do not want State income tax withheld from my payment
- Withhold exactly \$ \_\_\_\_\_ from my payment

Under penalties of perjury, I certify that I am entitled to the above elections.

Requests for flat dollar amount withholding, or any election options that are not consistent with those which are stated on this form will not be processed.

Required Signature \_\_\_\_\_ Phone # \_\_\_\_\_ Date \_\_\_\_\_

1007/CTD 000013554 1217200034724854BPP000000



## CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION

The Northern Trust Company  
Chicago, IL through Oakbrook Terrace, IL

70-2382  
719

Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0034724854	12-31-2020	000013554		1007/CT

# NON NEGOTIABLE

ETHEL M CARTER

Your Deposit was sent to:

Account Type	Account #	Amount
Checking	*****1729	\$3,722.86

Amount Deposited

\$\*\*\*\*\*3,722.86

FILED DATE: 10/23/2023 11:56 AM 2011CH15446



Please send all correspondence to:  
 THE NORTHERN TRUST COMPANY  
 BENEFIT PAYMENTS W-38  
 50 S LASALLE ST  
 CHICAGO, IL 60603  
 1-312-557-9700



# EARNINGS STATEMENT

CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION

Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0056984327	11-30-2021	000013554		1007/CTD

On the reverse side of this document, you will find: Electronic Deposit Authorization, Address Correction Form, and important Federal Tax Election Notice.

EXHIBIT C

03SMITH-1007/CTD-03-000013554-0056984327-000002604689  
 YMN 00031E PMA 124920 1 1117 13236 26475 1/1 BIN:0

ETHEL M CARTER



EARNINGS	THIS PERIOD	YEAR-TO-DATE
RET TAX	\$4,231.96	\$46,551.56
SUPNTAX	\$41.66	\$458.26
<b>GROSS PAY</b>	<b>\$4,273.62</b>	<b>\$47,009.82</b>

DEDUCTIONS	THIS PERIOD	YEAR-TO-DATE
FEDERAL	\$425.49	\$4,680.39
MEDICAL	\$64.00	\$704.00
DENTAL	\$38.17	\$419.87
UNION	\$5.50	\$60.50
<b>TOTAL DEDUCTIONS</b>	<b>\$533.16</b>	<b>\$5,864.76</b>
<b>NET PAY</b>	<b>\$3,740.46</b>	

IMPORTANT NOTES

WITHHOLDING ELECTIONS
CURRENT FEDERAL WITHHOLDING ELECTIONS
Single 1 Exemption(s)
CURRENT IL STATE WITHHOLDING ELECTIONS
No Withholding

1007/CTD

Federal Tax Election Form (Please complete only one of the following)

- I do not want Federal income tax withheld from my payment
- I want to have Federal income tax withheld from my payment based on the elections I have indicated below:  
 Single  Married # of Exemptions \_\_\_\_\_  
 Additional Amount Withheld \$ \_\_\_\_\_

IL State Tax Election Form (Please complete only one of the following)

- I do not want State income tax withheld from my payment
- Withhold exactly \$ \_\_\_\_\_ from my payment

Under penalties of perjury, I certify that I am entitled to the above elections.

Requests for flat dollar amount withholding, or any election options that are not consistent with those which are stated on this form will not be processed.

Required Signature \_\_\_\_\_ Phone # \_\_\_\_\_ Date \_\_\_\_\_

1007/CTD  
000013554

1117210056984327BP000000



CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION

The Northern Trust Company  
 Chicago, IL through Oakbrook Terrace, IL

70-2382  
719

Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0056984327	11-30-2021	000013554		1007/CTD

**NON NEGOTIABLE**

ETHEL M CARTER

Your Deposit was sent to:

Account Type	Account #	Amount
Checking	*****1729	\$3,740.46



Amount Deposited

\$\*\*\*\*\*3,740.46

This is NOT a check. This document is for informational purposes only.

Ex. 4 - Page 18

FILED DATE: 10/23/2023 11:56 AM 2011CH15446

FILED DATE: 10/23/2023 11:56 AM 2011CH15446



Please send all correspondence to:  
THE NORTHERN TRUST COMPANY  
BENEFIT PAYMENTS W-38  
50 S LASALLE ST  
CHICAGO, IL 60603  
1-312-557-9700



# EARNINGS STATEMENT

CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION

Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0082561821	11-30-2022	000013554		1007/CTD

On the reverse side of this document, you will find: Electronic Deposit Authorization, Address Correction Form, and Important Federal Tax Election Notice.

EXHIBIT C

03SMITH-1007/CTD-03-000013554-0082561821-000002747863  
YMN 00031E PMA 172401 1 1117 13523 27049 1/1 BIN:0  
ETHEL M CARTER



EARNINGS	THIS PERIOD	YEAR-TO-DATE
RET TAX	\$4,231.96	\$46,551.56
SUPNTAX	\$41.66	\$458.26
<b>GROSS PAY</b>	<b>\$4,273.62</b>	<b>\$47,009.82</b>

DEDUCTIONS	THIS PERIOD	YEAR-TO-DATE
FEDERAL	\$407.20	\$4,479.20
MEDICAL	\$52.00	\$572.00
DENTAL	\$38.17	\$419.87
UNION	\$5.50	\$60.50
<b>TOTAL DEDUCTIONS</b>	<b>\$502.87</b>	<b>\$5,531.57</b>
<b>NET PAY</b>	<b>\$3,770.75</b>	

**IMPORTANT NOTES**

1007/CTD

**WITHHOLDING ELECTIONS**

CURRENT FEDERAL WITHHOLDING ELECTIONS

Single 1 Exemption(s)

CURRENT IL STATE WITHHOLDING ELECTIONS

No Withholding

**Federal Tax Election Form** (Please complete only one of the following)

1.  I do not want Federal income tax withheld from my payment

2.  I want to have Federal income tax withheld from my payment based on the elections I have indicated below:

Single  Married # of Exemptions \_\_\_\_\_

Additional Amount Withheld \$ \_\_\_\_\_

**IL State Tax Election Form** (Please complete only one of the following)

1.  I do not want State income tax withheld from my payment

2.  Withhold exactly \$ \_\_\_\_\_ from my payment

Under penalties of perjury, I certify that I am entitled to the above elections. Requests for flat dollar amount withholding, or any election options that are not consistent with those which are stated on this form will not be processed.

Required Signature \_\_\_\_\_ Phone # \_\_\_\_\_ Date \_\_\_\_\_

1007/CTD 000013554 1117220082561821BPP000000



## CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION

The Northern Trust Company  
Chicago, IL through Oakbrook Terrace, IL

70-2382  
719

Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0082561821	11-30-2022	000013554		1007/CTD

# NON NEGOTIABLE

ETHEL M CARTER

Your Deposit was sent to:

Account Type	Account #	Amount
Checking	*****1729	\$3,770.75

Amount Deposited  
\$\*\*\*\*\*3,770.75



Please send all correspondence to:

THE NORTHERN TRUST COMPANY  
BENEFIT PAYMENTS W-38  
50 S LASALLE ST  
CHICAGO, IL 60603  
1-312-557-9700



# EARNINGS STATEMENT

CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION

Payment Number	Payable Date	Reference Number	ID Number	Client / P
0095680119	05-31-2023	000013554		1007/CT

On the reverse side of this document, you will find: Electronic Deposit Authorization, Address Correction Form, and Important Federal Tax Election Notice.

# EXHIBIT C

03KENNED-1007/CTD-03-000013554-0095680119-000002818602  
YMN 00031E PMA 197824 1 0518 40724 81451 1/1 BIN:0

ETHEL M CARTER



EARNINGS	THIS PERIOD	YEAR-TO-DATE
RET TAX	\$4,231.96	\$21,159.80
SUPNTAX	\$41.66	\$208.30
<b>GROSS PAY</b>	<b>\$4,273.62</b>	<b>\$21,368.10</b>

DEDUCTIONS	THIS PERIOD	YEAR-TO-DATE
FEDERAL	\$394.00	\$1,970.00
MEDICAL	\$52.00	\$260.00
DENTAL	\$23.58	\$117.90
UNION	\$5.50	\$27.50
<b>TOTAL DEDUCTIONS</b>	<b>\$475.08</b>	<b>\$2,375.40</b>
<b>NET PAY</b>	<b>\$3,798.54</b>	

IMPORTANT NOTES

WITHHOLDING ELECTIONS
CURRENT FEDERAL WITHHOLDING ELECTIONS
Single 1 Exemption(s)
CURRENT IL STATE WITHHOLDING ELECTIONS
No Withholding

**Federal Tax Election Form** (Please complete only one of the following)

1.  I do not want Federal income tax withheld from my payment

2.  I want to have Federal income tax withheld from my payment based on the elections I have indicated below:

Single/Married Filing Sep.  Married/Surviving Spouse  Head of Household

Multiple Jobs/Pension Income \_\_\_\_\_ Claim Dependents \_\_\_\_\_

Other Income \_\_\_\_\_ Deductions \_\_\_\_\_ Extra Withholding \_\_\_\_\_

*Under penalties of perjury, I certify that I am entitled to the above elections.*

Requests for flat dollar amount withholding, or any election options that are not consistent with those which are stated on this form will not be processed.

**IL State Tax Election Form** (Please complete only one of the following)

1.  I do not want State income tax withheld from my payment

2.  Withhold exactly \$ \_\_\_\_\_ from my payment

Required Signature \_\_\_\_\_ Phone # \_\_\_\_\_ Date \_\_\_\_\_

1007/CTD 000013554 0518230095680119BPP000000



CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION

The Northern Trust Company  
Chicago, IL through Oakbrook Terrace, IL

70-2382  
719

Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0095680119	05-31-2023	000013554		1007/CTD

## NON NEGOTIABLE

ETHEL M CARTER

Your Deposit was sent to:

Account Type	Account #	Amount
Checking	*****1729	\$3,798.54

Amount Deposited
\$*****3,798.54

FILED DATE: 10/23/2023 11:56 AM 2011CH15446



Exhibit D

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

Jerry Williams; Stewart Cooke;  
and Larry Whitehead, Individually  
and on Behalf of All Others  
Similarly Situated,

Plaintiffs,

v.

Retirement Plan for Chicago  
Transit Authority Employees;  
Board of Trustees of the  
Retirement Plan for Chicago  
Transit Authority Employees;  
Retiree Health Care Trust; and  
Board of Trustees of the  
Retiree Health Care Trust,

Defendants.

Case No. 11-CH-15446  
Calendar 3

Hon. Franklin Ulyses Valderrama

**SUPPLEMENTAL OBJECTIONS AND ANSWERS TO  
DEFENDANT RETIREMENT PLAN'S FIRST SET OF  
INTERROGATORIES TO PLAINTIFF JERRY WILLIAMS**

Plaintiff Jerry Williams ("Plaintiff" or "Williams"), by and through his attorneys  
Robinson Curley P.C., pursuant to Illinois Supreme Court Rule 213, supplements and amends his  
Answers to Interrogatories 3, 12, and 25 of Defendant Retirement Plan's First Set of  
Interrogatories to Plaintiff Jerry Williams, as follows.

**OBJECTIONS**

Plaintiff incorporates by reference the General Objections in his Amended Objections  
and Answers to Defendant Retirement Plan's First Set of Interrogatories to Plaintiff Jerry  
Williams.



Exhibit D

**INTERROGATORIES**

3. Identify all persons whom you know or believe to possess knowledge or information that is or may be discoverable or relevant to any allegation in the Complaint, and briefly state as to each person the nature and substance of such knowledge or information, and identify all supporting documents.

**ANSWER:** Supplementing and amending his previous Answer, Plaintiff identifies the following additional persons:

<b>Individual</b>	<b>Subject(s) of Relevant Knowledge or Information</b>
Persons identified in Defendants' discovery responses.	See Defendant Retirement Plan for Chicago Transit Authority Employees Answer and Objections to Plaintiffs' Second Set Of Interrogatories, Answer to Interrogatory 1; Defendant Board of Trustees of the Retirement Plan for Chicago Transit Authority Employees Answer and Objections to Plaintiffs' Second Set of Interrogatories, Answer to Interrogatory 1; Defendant Retiree Health Care Trust's Objections and Answers to Plaintiffs' First Set of Interrogatories, Answer to Interrogatory 1; and Defendant Board of Trustees of the Retiree Health Care Trust's Objections and Answers to Plaintiffs' Second Set of Interrogatories, Answer to Interrogatory 1.
Deponents in this case	See deposition transcripts.
Persons or entities who have produced documents	See documents produced.
Ethel Carter	Authentication of and knowledge regarding the documents produced by the RHCT Defendants and Bates labeled RHCT 0004605-0004607, and the documents produced by Local 308 and Bates labeled 003758-003780.
John Kurtovich	Authentication of and knowledge regarding his letter to the RHCT produced by the RHCT Defendants and Bates labeled RHCT0003243-0003244.

FILED DATE: 10/23/2023 11:56 AM 2011CH15446

# Exhibit 5

Fields Letter  
(Redacted Version)



9-21-2023  
MARY R. FIELDS

HONORABLE CECILIA A. HORAN  
Circuit Judge 9, NUMBER 11CH15446  
DISTRICT 1, DAILEY CENTER  
50 WEST WASHINGTON ROOM 2008  
CHICAGO, IL 60602

RE: NOTICE OF PROPOSED CLASS ACTION  
SETTLEMENT IN WILLIAMS ET AL. V.  
RETIREMENT PLAN FOR CTA EMPLOYEES  
ET AL. (OBJECTION RESPONSE)

DEAR JUDGE HORAN;

My NAME IS MARY FIELDS MEMBER  
ID [REDACTED] I OBJECT TO MY  
MONEY THAT I SHOULD RECEIVED. ENCLOSE  
IS EARNING STATEMENT TO PROVE I  
AM A PENSIONER. ALL CTA HAVE TO  
DO IS PUSH A BUTTON ON THEIR COMPUTER  
(OVER)

AND ALL MY INFORMATION WILL  
SHOW MY MONEY

SINCERELY,  
Mary R. Fields

MARY FIELDS  
PENSIONER

CIC

WILLIAMS, ET AL V. RETIREMENT  
PLAN FOR CTA  
C/O KROLL SETTLEMENT ADMINISTRATION  
LLC

P.O. Box 225391  
New York, NY 10150-5391



Please send all correspondence to:  
 THE NORTHERN TRUST COMPANY  
 BENEFIT PAYMENTS W-38  
 50 S LASALLE ST  
 CHICAGO, IL 60603  
 1-312-557-9700



# EARNINGS STATEMENT

CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION

Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0091336585	03-31-2023	000001835		1007/CTD

On the reverse side of this document, you will find: Electronic Deposit Authorization, Address Correction Form, and Important Federal Tax Election Notice.

03KENNED-1007/CTD-03-000001835-0091336585-000002789084  
 YMN 00031E PMA 189458 1 0321 41400 82803 1/1 BIN:0



MARY R FIELDS



EARNINGS	THIS PERIOD	YEAR-TO-DATE
RET TAX	\$2,275.79	\$6,827.37
SUPNTAX	\$83.81	\$251.43
<b>GROSS PAY</b>	<b>\$2,359.60</b>	<b>\$7,078.80</b>

DEDUCTIONS	THIS PERIOD	YEAR-TO-DATE
FEDERAL	\$159.26	\$477.78
MEDICAL	\$52.00	\$158.00
UNION	\$5.50	\$16.50
<b>TOTAL DEDUCTIONS</b>	<b>\$216.76</b>	<b>\$650.28</b>
<b>NET PAY</b>	<b>\$2,142.84</b>	

## IMPORTANT NOTES

1007/CTD

### WITHHOLDING ELECTIONS

CURRENT FEDERAL WITHHOLDING ELECTIONS

Single 1 Exemption(s)

CURRENT IL STATE WITHHOLDING ELECTIONS

No Withholding

Federal Tax Election Form (Please complete only one of the following)

- I do not want Federal income tax withheld from my payment
- I want to have Federal income tax withheld from my payment based on the elections I have indicated below:  
 Single/Married Filing Sep.  Married/Surviving Spouse  Head of Household  
 Multiple Jobs/Pension Income 0 Claim Dependents 0  
 Other Income \_\_\_\_\_ Deductions \_\_\_\_\_ Extra Withholding None

Under penalties of perjury, I certify that I am entitled to the above elections.

Requests for flat dollar amount withholding, or any election options that are not consistent with those which are stated on this form will not be processed.

Required Signature \_\_\_\_\_

Phone # \_\_\_\_\_

Date \_\_\_\_\_

1007/CTD  
000001835

0321230091336585BPP000000



CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION

The Northern Trust Company  
 Chicago, IL through Oakbrook Terrace, IL

70-2382  
719

Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0091336585	03-31-2023	000001835		1007/CTD

**NON NEGOTIABLE**

MARY R FIELDS

Your Deposit was sent to:

Account Type	Account #	Amount
Checking	*****9842	\$2,142.84

Amount Deposited

\$\*\*\*\*\*2,142.84

This is NOT a check. This document is for informational purposes only.

FILED DATE: 10/23/2023 11:56 AM 2011CH15446



Please send all correspondence to:  
**THE NORTHERN TRUST COMPANY**  
 BENEFIT PAYMENTS W-38  
 50 S LASALLE ST  
 CHICAGO, IL 60603  
 1-312-557-9700



# EARNINGS STATEMENT

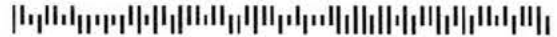
CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION

Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0093509814	04-28-2023	000001835		1007/CTD

On the reverse side of this document, you will find: Electronic Deposit Authorization, Address Correction Form, and Important Federal Tax Election Notice.

03KENNED-1007/CTD-03-000001835-0093509814-000002800733  
 YMN 00031E PMA 193537 1 0418 21401 42805 1/1 BIN:0

MARY R FIELDS



EARNINGS	THIS PERIOD	YEAR-TO-DATE
RET TAX	\$2,275.79	\$9,103.16
SUPNTAX	\$83.81	\$335.24
<b>GROSS PAY</b>	<b>\$2,359.60</b>	<b>\$9,438.40</b>

DEDUCTIONS	THIS PERIOD	YEAR-TO-DATE
FEDERAL	\$159.26	\$637.04
MEDICAL	\$52.00	\$208.00
UNION	\$5.50	\$22.00
<b>TOTAL DEDUCTIONS</b>	<b>\$216.76</b>	<b>\$867.04</b>
<b>NET PAY</b>	<b>\$2,142.84</b>	

### IMPORTANT NOTES

1007/CTD  
protest

**WITHHOLDING ELECTIONS**

CURRENT FEDERAL WITHHOLDING ELECTIONS  
**Single 1 Exemption(s)**

CURRENT IL STATE WITHHOLDING ELECTIONS  
**No Withholding**

**Federal Tax Election Form** (Please complete only one of the following)

- I do not want Federal income tax withheld from my payment
- I want to have Federal income tax withheld from my payment based on the elections I have indicated below:
  - Single/Married Filing Sep.  Married/Surviving Spouse  Head of Household
  - Multiple Jobs/Pension Income \_\_\_\_\_ Claim Dependents \_\_\_\_\_
  - Other Income \_\_\_\_\_ Deductions \_\_\_\_\_ Extra Withholding \_\_\_\_\_

**Under penalties of perjury, I certify that I am entitled to the above elections.**

Requests for flat dollar amount withholding, or any election options that are not consistent with those which are stated on this form will not be processed.

Required Signature \_\_\_\_\_

Phone # \_\_\_\_\_

Date \_\_\_\_\_

1007/CTD  
000001835

0418230093509814BPP000000



CHICAGO TRANSIT AUTHORITY EMPLOYEES PENSION

The Northern Trust Company  
 Chicago, IL through Oakbrook Terrace, IL

70-2382  
719

Payment Number	Payable Date	Reference Number	ID Number	Client / Plan
0093509814	04-28-2023	000001835		1007/CTD

**NON NEGOTIABLE**

MARY R FIELDS

Your Deposit was sent to:

Account Type	Account #	Amount
Checking	*****9842	\$2,142.84



Amount Deposited

\*\*\*\*\*2,142.84

This is NOT a check. This document is for informational purposes only.

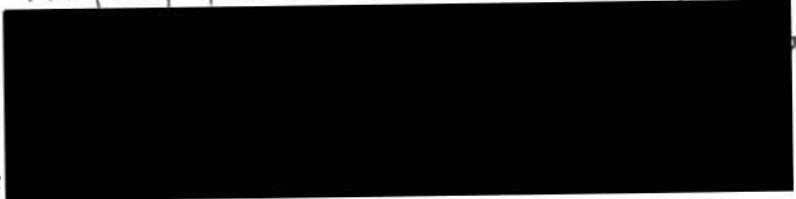
FILED DATE: 10/23/2023 11:56 AM 2011CHT15446

MARY FIELDS



Retail

U.S. POSTAGE P  
FCM LETTER  
CHICAGO, IL 606  
SEP 21, 2023



021 2720 0008 623523303



10150

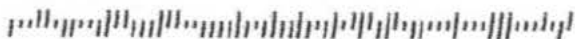
\$5.01

R2304M115736-0

RDC 99

WILLIAMS, ET AL. V. RETIREMENT PLAN FOR CTA  
EMPLOYEES, ET AL.  
C/O KROLL SETTLEMENT ADMINISTRATION LLC  
P.O. BOX 225391  
NEW YORK, NY 10150-5391

10150-539191



FILED DATE: 10/23/2023 11:30 AM Z0110110440



# Exhibit 6

## Supplemental Kroll Declaration

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

**Jerry Williams and Larry Whitehead, )  
Individually and on Behalf of All Others )  
Similarly Situated; and Stewart F. Cooke, III, )  
as Special Representative of the Estate of )  
Stewart Cooke, )**

**Plaintiffs, )**

**v. )**

**Retirement Plan for Chicago )  
Transit Authority Employees; )  
Board of Trustees of the )  
Retirement Plan for Chicago )  
Transit Authority Employees; )  
Retiree Health Care Trust; and )  
Board of Trustees of the )  
Retiree Health Care Trust, )**

**Defendants. )**

**Case No. 11-CH-15446  
Calendar 9**

**Hon. Cecilia A. Horan**

**SUPPLEMENTAL DECLARATION OF SCOTT M. FENWICK  
OF KROLL SETTLEMENT ADMINISTRATION LLC  
IN CONNECTION WITH FINAL APPROVAL OF SETTLEMENT**

I, Scott M. Fenwick, declare as follows:

**INTRODUCTION**

1. I am a Senior Director of Kroll Settlement Administration LLC (“Kroll”),<sup>1</sup> the Claims Administrator appointed in the above-captioned case, whose principal office is located at 2000 Market Street, Suite 2700, Philadelphia, Pennsylvania 19103. Kroll was appointed as Claims Administrator to provide notice and administration services in connection with that certain Class

---

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Settlement Agreement (as defined below).

Action Settlement Agreement (the “Settlement Agreement”) entered into in connection with the above-captioned case.

2. This declaration supplements the *Declaration of Scott M. Fenwick of Kroll Settlement Administration LLC in Connection with Final Approval of Settlement*, dated September 11, 2023 (the “Initial Declaration”), in order to provide updated information to the Court regarding the notice program and related activity since the submission of the Initial Declaration. The Initial Declaration is incorporated herein by reference in its entirety.

### **UPDATE TO NOTICE PROGRAM**

3. As noted in the Initial Declaration, on April 26, 2023, Kroll designated a dedicated post office box with the assigned mailing address *Williams, et al. v. Retirement Plan for CTA Employes, et al. c/o Kroll Settlement Administration LLC*, PO Box 225391, New York, NY 10150-5391, to receive correspondence from Class Members, including Change of Address Forms and Proof of Kinship Forms.

4. Also on April 26, 2023, Kroll established a toll-free Settlement telephone number, (833) 747-6924, for Class Members to call and obtain additional information regarding the Settlement by being connected to a live operator. As of September 30, 2023, 1,885 callers have been connected to live operators.

5. In June 2023, Kroll developed a dedicated Settlement website entitled [www.ctaretireesettlement.com](http://www.ctaretireesettlement.com). The Settlement website “went live” on June 23, 2023, and contains details about the Settlement, important dates, frequently asked questions, contact information for the Claims Administrator, and copies of the Settlement Agreement, the Preliminary Approval Order, the Notice of Proposed Class Action Settlement, the Change of Address Form, the Proof of Kinship Form, the Quarterly Report of Settlement Expenses for the period ending August 31, 2023,

the Motion for Final Approval of Class Action Settlement and Memorandum in Support thereof, and Class Counsel's Application for Award of Attorneys' Fees and Costs and Class Representative Service Awards and Memorandum in Support thereof. As of September 30, 2023, there have been 3,158 distinct visits to the website.

7. On June 23, 2023, Kroll caused the Notice to be mailed via first-class mail to the 6,354 Class Members at their last known physical address. Included with the Notice were the Change of Address Form and Proof of Kinship Form.

#### **UPDATE TO NOTICE PROGRAM REACH**

8. As of September 30, 2023, a total of forty (40) Notices were returned by the USPS with a forwarding address. Those forty (40) Notices were automatically re-mailed to the updated addresses provided by the USPS.

9. As of September 30, 2023, 661 Notices were returned by the USPS as undeliverable as addressed, without a forwarding address being provided. Kroll ran those 661 undeliverable records through an advanced address search. The advanced address search produced 400 updated addresses. Kroll re-mailed Notices to the 400 updated addresses obtained from the advanced address search. Of the 400 re-mailed Notices, 117 have been returned as undeliverable a second time.

10. In an effort to ensure that Notices were deliverable to the next of kin of deceased Class Members, Kroll conducted an advanced relative search to identify living relatives of the known deceased Class Members. In furtherance of that effort, Defendants also provided one (1) data file for the known surviving spouses of deceased Class Members, containing RHCT member IDs, deceased Class Member Social Security Numbers, names, dates of birth, and dates of death; and the surviving spouse names, last known physical (mailing) addresses, dates of birth, and dates

of death (the “Surviving Spouse List”). On September 11, 2023, Kroll mailed the Notice, Change of Address Form and Proof of Kinship Form via first-class mail to 747 persons on the Surviving Spouse List, and to 472 persons who were identified as relatives by the advanced relative search. As of September 30, 2023, a total of fifteen (15) properly completed and approved Next of Kin forms have been received on behalf of those 1,219 known deceased Class Members for which Kroll caused a Notice to be mailed.

11. Based on the foregoing, Kroll has reason to believe that Notice likely reached 5,976 of the last-known addresses of the 6,354 Class Members, or their surviving spouses, or their identified relatives to whom Notice was mailed, after taking into account the advanced address searches and re-mailings conducted to date, which equates to a reach rate of the direct mail Notice of approximately 94%. This reach rate is consistent with other court-approved best-practicable notice programs and with Federal Judicial Center Guidelines<sup>2</sup> which state that a notice plan that reaches over 70% of targeted class members is considered a high percentage, and the “norm” of a notice campaign.<sup>3</sup>

### **RECORDS INFORMATION UPDATES**

12. As of September 30, 2023, Kroll has received 201 Change of Address Forms and 812 Proof of Kinship Forms. Of those received, 162 Change of Address Forms were properly completed and approved, and 705 Proof of Kinship Forms were properly completed and approved.

13. As of September 30, 2023, Kroll sent eighty-five (85) deficiency letters via first-class mail to twelve (12) Class Members who had submitted deficient Change of Address Forms,

---

<sup>2</sup> Fed. Jud. Ctr., *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010), available at <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>. The guide suggests that the minimum threshold for adequate notice is 70%.

<sup>3</sup> Barbara Rothstein and Thomas Willging, *Federal Judicial Center Managing Class Action Litigation: A Pocket Guide for Judges*, at 27 (3d Ed. 2010).

to sixty-four (64) persons who submitted deficient Proof of Kinship Forms and to nine (9) persons who submitted both a deficient Proof of Kinship and Change of Address Form, allowing those persons to cure the deficient forms, and is now notifying persons with deficient forms that they may cure them up until October 16, 2023.

### **MAILING OF CORRECTIVE NOTICE**

14. At the direction of Class Counsel, on September 7, 2023, Kroll mailed a postcard Notice to all Class Members, at their most-current physical addresses Kroll had on file, informing them of a typographical error in the case number of the original mailed Notice, and instructing anyone who had attempted to submit anything under the incorrect case number to contact Kroll so it could verify the submission was received. A copy of the corrected postcard Notice is attached hereto as **Exhibit A**. As of September 30, 2023, 261 of those postcard notices were returned to Kroll as undeliverable. No Class Member has informed Kroll that they tried to contact the Court or file a document under the wrong case number.

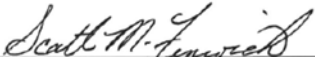
### **COST OF NOTICE PROGRAM**

15. As of September 30, 2023, Kroll has billed \$40,955.93 for services and costs incurred as Claims Administrator, and has unbilled time for services and costs totaling \$43,669.30.

### **CERTIFICATION**

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

October 5, 2023

  
SCOTT M. FENWICK

# Exhibit A

Williams, et al. v. Retirement Plan for CTA  
Employees, et al.  
c/o Kroll Settlement Administration LLC  
P.O. Box 225391  
New York, NY 10150-5391

Presorted  
First Class Mail  
U.S. Postage  
**PAID**  
CITY, STATE  
Permit No. XXXX

**ELECTRONIC SERVICE REQUESTED**

**Postal Service: Please do not mark barcode**



Class Member ID: <<Refnum>>

Member ID: <<MemberID>>

<<Firstname>> <<Lastname>>

<<Address1>><<Address2>>

<<City>>, <<State>> <<Zip>>



FILED DATE: 10/23/2023 11:56 AM 2011CH15446



IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION  
No. 11 CH 15446  
Judge Cecilia A. Horan, Calendar 9  
Williams, et al. v. Retirement Plan for CTA Employees, et al.

Dear <<First Name>> <<Last Name>>:

Earlier this Summer you were sent a Notice of Proposed Class Action Settlement in connection with the above-referenced lawsuit. That Notice contained a typographical error in the Case Number. The correct Case Number is 11 CH 15446.

The Case Number affects only those Class Members who may have attempted to communicate with or otherwise contact the Cook County Circuit Court. If you **have** attempted any such communication, please contact the Claims Administrator at our toll-free number (833) 747-6924 so that we can verify your communication was received. No action is required by you if you have not attempted to contact the Circuit Court of Cook County. Again, however, please note that the correct Case Number is 11 CH 15446.

Thank you,

Kroll Settlement Administration LLC

# Exhibit 7

Supplemental Curley Declaration

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

**Jerry Williams and Larry Whitehead, )  
Individually and on Behalf of All Others )  
Similarly Situated; and Stewart F. Cooke, III, )  
as Special Representative of the Estate of )  
Stewart Cooke, )**

**Plaintiffs, )**

**v. )**

**Retirement Plan for Chicago )  
Transit Authority Employees; )  
Board of Trustees of the )  
Retirement Plan for Chicago )  
Transit Authority Employees; )  
Retiree Health Care Trust; and )  
Board of Trustees of the )  
Retiree Health Care Trust, )**

**Defendants. )**

**Case No. 11-CH-15446**

**Calendar 9**

**Hon. Cecilia A. Horan**

**SUPPLEMENTAL DECLARATION OF C. PHILIP CURLEY**

C. Philip Curley hereby declares as follows:

1. I am a Shareholder and the Treasurer of Robinson Curley P.C. (“RC”). RC is Class Counsel in this class action lawsuit (the “Litigation”). I am an attorney and have been licensed to practice law in the State of Illinois since 1979; a member of the bar of the United States Supreme Court, the Seventh Circuit Court of Appeals, and the United States District Court for the Northern District of Illinois; and have been admitted to practice *pro hac vice* in many state and federal jurisdictions across the United States.

2. I have personal knowledge of the matters set forth herein based on my active participation in and supervision of the Litigation on behalf of the Plaintiffs and the Class. If called upon as a witness, I could and would testify competently thereto. I respectfully submit this

Declaration in support of Plaintiffs' Reply Memorandum in Support of Motion for Final Approval of Class Action Settlement, and Class Counsel's Supplemental Memorandum in Support of Class Counsel's Application for Award of Attorneys' Fees and Costs and Class Representative Service Awards.

3. On August 31, 2023, the Court notified Class Counsel that the case number on the Notice contained a typographical error.<sup>1</sup> On September 7, 2023, the Claims Administrator mailed a postcard to all Class Members, at their most-current addresses the Claims Administrator had on file, informing them of the error and instructing anyone who had attempted to communicate with the Court using the incorrect case number to contact the Claim Administrator so it could verify the communication was received. No Class Member has told either Class Counsel or the Claims Administrator that they tried to communicate with the Court using the wrong case number.

4. Class Counsel and the Claims Administrator have received inquiries from persons indicating they had heard about the Settlement but had not received the Notice, and asking if they are eligible to participate. After investigation, it was determined that one such person was a deceased Class Member who had taken early retirement but had not been included on the list of Class Members the Trust provided to Class Counsel. The Class Member's next of kin was notified of the omission, provided with the Notice and Next of Kin form, and will receive the decedent's *pro rata* share of the Net Settlement Fund. No other Class Members that were omitted from the list have been identified.

5. The Notice was posted on both Settlement-related websites, and Class Members were advised in the Notice and on both Settlement-related websites that the last day for Class Members to file objections to the Settlement, the Plan of Distribution, and the Fee and Expense

---

<sup>1</sup> Capitalized terms not defined herein are used as defined in the Class Action Settlement Agreement ("Agreement").

Application, was September 25, 2023. On September 11, 2023, Plaintiffs filed their Motion and Memorandum in Support of Motion for Final Approval of Class Action Settlement Agreement, and Class Counsel filed its Motion and Memorandum in Support of Class Counsel's Application for Award of Attorneys' Fees and Costs and Class Representative Service Awards, all supported by my Declaration and the Declarations of the Claims Administrator and Class Representative Jerry Williams. As advised in the Notice, all of those filings were available on the public docket and posted on both Settlement-related websites on or shortly after their filing date, September 11, 2023.

6. Class Representatives Jerry Williams, Larry Whitehead, and Stewart Cooke were all officially retired from the CTA on January 1, 2007. None of them were on disability leave from the CTA at that time.

7. Ethel Carter and Mary Fields were at all relevant times "Participants" in the Trust's health plan and paid monthly premiums to the Plan. Ms. Carter's Claim amount is \$20,684, and her estimated Individual Settlement Amount is \$12,299. Ms. Fields's Claim amount is \$12,546 and her estimated Individual Settlement Amount is \$7,460.

8. Ms. Carter was never deposed or called as a witness in this case, and the documents she provided to Class Counsel were never marked as exhibits in any deposition, or used as evidence in the summary judgment/summary determination proceedings or the damages trial.

9. Class Counsel, in consultation with the Trust, Plaintiffs' actuaries, and the Claims Administrator, have reconfirmed that Ms. Carter's and Ms. Fields's Claim amounts and estimated Individual Settlement Amounts (1) were based on accurate premium data provided by the Trust, (2) were properly calculated pursuant to the Plan of Distribution, and (3) were accurately communicated to the Claims Administrator.

10. No Defendant or Class Member has filed with the Court or submitted to Class Counsel or the Claims Administrator any objection to Class Counsel's Application for Award of Attorneys' Fees and Costs and Class Representative Service Awards.

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

Dated: October 9, 2023

/s/ C. Philip Curley

C. Philip Curley

# Exhibit 8

## Class Certification Opinion

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

JERRY WILLIAMS, STEWART COOKE, AND  
LARRY WHITEHEAD, ET AL., INDIVIDUALLY  
AND ON BEHALF OF ALL OTHERS SIMILARLY  
SITUATED,

Plaintiffs,

v.

RETIREMENT PLAN FOR CHICAGO TRANSIT  
AUTHORITY EMPLOYEES, ET AL.,

Defendants.

Case No. 11 CH 15446

Calendar 03

Hon. Franklin U. Valderrama

41080 41806 42460 4304 4315

**MEMORANDUM OPINION AND ORDER**

This matter comes to be heard on Plaintiffs' Second Amended Motion for Class Certification, pursuant to 735 ILCS 5/2-801. For the reasons that follow, Plaintiffs' motion is granted.

**BACKGROUND**

*The Chicago Transit Authority and the Retirement Plan Agreement*

The Chicago Transit Authority (the "CTA") was formed in 1945 pursuant to the Illinois Metropolitan Transit Authority Act (the "Transit Act"), 70 ILCS 3605/1, *et seq.*, as a "political subdivision, body politic and municipal corporation . . . ." 70 ILCS 3605/3 (West 2010). The CTA employs both union and non-union employees who are members of Local 241 and Local 308 (collectively the "Transit Unions"). Compl. ¶ 22. The CTA is required under the Transit Act, as well as the Illinois Regional Transportation Authority Act, as amended, to collectively bargain with the Transit Unions. See 70 ILCS 3065/1, *et seq.*, and 70 ILCS 3615/1.01 (West 2018). Compl. ¶ 23. The Transit Unions are the sole and exclusive bargaining agents for active CTA employees. *Id.*

For each collective bargaining cycle, the CTA and the Transit Unions entered a Wages and Working Conditions Agreement (the "WWCA"). Compl. ¶ 26. As part of this collective bargaining process, the terms of a Retirement Plan Agreement (the "RPA") were also negotiated, encompassing pension and health benefits available to active CTA employees upon their retirement. *Id.* Specifically, the RPA provided that all active CTA employees shall contribute to the plan a percentage of their total compensation, and in exchange for their contributions, upon retirement, participants in the health benefits plan were entitled to receive monthly retirement



allowances. Each relevant WWCA attaches a copy of the RPA and expressly provides that it is part of the WWCA in all respects and purposes. *Id.* The WWCA and the RPA together constitute the Collective Bargaining Agreement (the “CBA”). *Id.*

Defendant, the Board of Trustees of the Retirement Plan for the Chicago Transit Authority Employees (the “Retirement Board”), was established in 2008 and has administered the Plan thereafter (collectively, the Retirement Board and the Plan are referred to as the “Plan”). Defendant, the Retirement Plan for the Chicago Transit Authority Employees (the “Retirement Plan”) provides specified pension benefits to CTA retirees pursuant to the RPA. The Retirement Plan is a single-employer, contributory defined benefit public pension plan. Prior to May 12, 2008, the Retirement Plan was administered by the Retirement Allowance Committee (the “Allowance Committee”). Compl. ¶ 27. The Allowance Committee effectively functioned as the Board of Trustees for the Retirement Plan and exercised administrative and oversight functions until May 12, 2008. *Id.* The Allowance Committee consisted of five CTA appointees, four appointees from the Transit Unions, and one appointee for the active employees not represented by a transit union. Compl. ¶ 28.

The RPA provides that all active CTA employees “shall contribute to the Retirement Plan a percentage of their total compensation. From 1995 and until each Plaintiff retired, the percentage was 3%. Compl. ¶ 31. In exchange for contributions made during the course of their active CTA employment, participants in the Retirement Plan were also entitled to receive retiree health benefits, as provided in Section 20.12 of the RPA. Compl. ¶ 33.

The text of Section 20.12 has changed over time to reflect different methods and levels of funding and reimbursement, as between the Retirement Plan and the CTA. Comp. ¶ 40. The relevant wording, however, applicable to retiree health benefits for Plaintiffs and Class Members is the same. *Id.* For retirees up to age 65, Section 20.12 provides that a “sum will be paid [by the Retirement Plan] in an amount sufficient to provide insurance coverage for all retirees under the Group Hospital Surgical Major Medical Plan or the Health Maintenance Organization,” and that “this benefit terminates when the employee attains age 65.” Compl. ¶ 41. The Group Hospital Surgical Major Medical Plan and the Health Maintenance Organization referred to in Section 20.12 are the PPO and HMO plans provided to active CTA employees. Compl. ¶ 42.

Retirees, including those formerly represented by the Transit Unions when they were active CTA employees, are not represented by the Transit Unions in collective bargaining, cannot vote on proposed collective bargaining agreements, and cannot participate in arbitration proceedings between the Transit Unions and the CTA to determine the terms to be included in a new collective bargaining agreement. Compl. ¶ 24.

#### *Creation of the Health Care Trust*

By 2006, it was well publicized that the Retirement Plan had insufficient assets to meet its contractual obligations of providing retiree health benefits. Compl. ¶ 50. The Retirement Plan was only 30% funded, meaning it could only cover 30% of future expenses, including retiree health benefits. Compl. ¶ 51. To address this issue, the CTA and the Transit Unions agreed to a

plan that would include the creation of a new entity, the Health Trust, to assume the Retirement Plan's responsibility for the retiree health benefit obligations. Compl. ¶ 52.

In 2006, the CTA and the Transit Unions entered into negotiations for a new collective bargaining agreement beginning January 1, 2007. Negotiations failed and the parties entered into an interest arbitration. Compl. ¶ 53.

On June 26, 2007, a consent opinion and award was entered in the interest arbitration (the "Benn Award"), which was signed by representatives of the CTA and Transit Unions. Compl. ¶ 55. The Benn Award provided, among other things, that a Health Trust would be created to assume the Retirement Plan's obligation to provide retiree health benefits; that active CTA contributions to fund retiree health benefits would now be paid to the Health Trust rather than the Retirement Plan; and that retirees could now be required to pay a premium for health benefits. Compl. ¶ 56. The Benn Award further provided that the Health Trust would be authorized to collect from retirees, in the aggregate, up to 45% of the total cost of their retiree health care benefits. Compl. ¶ 56. The Benn Award also provided that the parties would seek passage by the Illinois General Assembly of a statute incorporating said terms. Compl. ¶ 56.

In 2008, the Illinois General Assembly enacted Public Act 95-708, an amendment to the Illinois Pension Code (eff. January 18, 2008), codifying the terms of the Benn Award. See 40 ILCS 5/22-101B. Compl. ¶ 58. As a result, the Retiree Health Care Trust (the "Health Trust") was established and authorized to, among other things: (a) collect active employee contributions allocable to retiree health benefits previously conducted by the Plan; (b) assume the Retirement Plan's obligation to fund and administer the retiree health benefits of all retirees; and (c) collect contributions, or premiums, from retirees for PPO, HMO, and Medicare supplement coverage, such contributions not to exceed in the aggregate, 45% of the total cost for retiree health benefits. Compl. ¶ 58.

Public Act 95-708 also created the Board of Trustees of the Retirement Health Care Trust (the "Retirement Board"), which assumed the obligations of the Allowance Committee as to pensions. Compl. ¶ 58. Public Act 95-708 also provided that the Health Trust was to be administered by a Board of Trustees. The Health Trust and Health Board (collectively referred to as the "Health Trust"). Compl. ¶ 58. Thereafter, the Retirement Board took over certain responsibilities from the Allowance Committee, including, among other things, determining eligibility for participation in the Plan and the amount of pension payments. From July 1, 2009 to present, the Health Board has administered the retiree health benefits of CTA retirees under the RPA.

In February 2009, funds previously set aside by the Retirement Plan for the payment of retiree health benefits were, or would soon be, depleted. Compl. ¶ 65. At the February 26, 2009 meeting of the Health Trust, it was decided that the Health Trust would assume immediate responsibility for the payment of all invoices generated by the provision of healthcare for retirees upon depletion of the funds. Compl. ¶ 65. By March 26, 2009, the Health Trust began paying all such health benefit invoices. *Id.*

Effective July 1, 2009, the Health Trust established a health insurance “Plan Design” for retired CTA employees. Compl. ¶ 67. The Plan Design implemented, among other things, medical deductibles, co-payments and out-of-pocket limits that are higher for retired CTA employees than the plans provided to active employees. *Id.*

### *Original Complaint*

On April 20, 2011, Plaintiffs, Jerry Matthews, a current CTA employee, and Jerry Williams and Larry Whitehead, retired CTA employees, on behalf of themselves, and two proposed classes, filed a nine-count class action complaint (the “Original Complaint”) against the CTA, the Plan, the Retirement Board, the Health Trust, and the Health Board (collectively “Defendants”). Class I plaintiffs were retirees who were hired before September 5, 2001, and retired before January 1, 2007. Class II plaintiffs were retirees who were hired before September 5, 2001, and retired after January 1, 2007, or were current employees. The gravamen of the Original Complaint was that Plaintiffs, after having paid health care benefits were now required to pay a portion of health care benefits and are no longer entitled to the same level of healthcare coverage as active CTA employees.

Defendants moved to dismiss the Original Complaint arguing that: (1) the current employees lacked standing; (2) that none of the named plaintiffs could assert a claim against the CTA because it had no responsibility for retiree health benefits; and (3) that none of the Plaintiffs could state claim because plaintiffs did not have a vested right to retiree health care benefits. This Court granted the motion and dismissed the Original Complaint. The appellate court affirmed in part, and reversed in part, this Court’s ruling. The Illinois Supreme Court took up the subsequent appeal.

As to the Class II plaintiffs, the Illinois Supreme Court found that the Class II plaintiffs lacked standing because they were represented by the unions during the collective bargaining process that resulted in the 2007 collective bargaining agreement. *Matthews v. Chicago Transit Authority*, 2016 IL 117638, ¶ 44. As such, the Illinois Supreme Court dismissed all counts related to the Class II plaintiffs.

As to the Class I plaintiffs, the Illinois Supreme Court noted that the Original Complaint alleged that this class of plaintiffs was not represented by the Transit Unions for collective bargaining over the 2007 CBA. *Matthews*, 2016 IL 117638, ¶ 45. The court observed that the Class II plaintiffs “were no longer employed by the CTA and were not represented in the subsequent collective bargaining proceeding” that resulted in modification of benefits the Class II plaintiffs claim had already accrued. *Id.* “Because retirees [were] not represented in collective bargaining”, observed the court, “they [had] standing to pursue claims for enforcement of benefits granted under a CBA.” *Id.* ¶ 46. The court stated, “[t]hough a union is under no obligation to represent the interests of retirees in collective bargaining, it may choose to do so if the retirees agree to such representation.” *Id.* ¶ 49. However, observed the court, nothing in the Class Action Complaint or any of the exhibits to the Original Complaint indicated that the Class I plaintiffs agreed to union representation during the negotiations of the 2007 CBA. *Id.* Accordingly, the court held that based on the record before it, the Class I plaintiffs had standing to pursue their claims. *Id.* As for the vested rights issue, the court found that the Class I plaintiffs

had an enforceable vested right in the health care benefits that survived the expiration of the CBA. *Id.* ¶ 89. The matter was then remanded back to this Court. *Id.* ¶ 128.

### *Current Litigation*

The Plaintiffs subsequently amended the Original Complaint. The Plaintiffs removed some of the previously named plaintiffs in their third amended class action complaint. The third amended class action complaint (the “Complaint”) is the operative complaint, which alleges: (1) breach of the RPA against the Health Trust, count I; (2) violation of the Pension Protection Clause of the Illinois Constitution against the Health Trust, count II; (3) breach of the RPA against the Retirement Plan, count III; and (4) violation of the Pension Protection Clause against the Retirement Plan, count IV. Plaintiffs seek: (1) a declaration that this is a proper class action under 735 ILCS 5/2-801; (2) damages against the Health Trust and the Retirement Plan, jointly and severally, including pre-judgment interests and post-judgment interest; (3) attorney’s fees and costs pursuant to the Illinois Civil Rights Act of 2003, 740 ILCS 23/5; and (4) preliminary and permanent injunctive relief against further diminishment and impairment of the pension and retiree health benefits. The proposed class is “all CTA retirees who were hired on or before September 5, 2001, retired from the CTA before January 1, 2007, and were eligible for retiree health benefits on July 1, 2009.” Compl. ¶ 1.

On August 22, 2017, Plaintiffs filed a Motion for Class Certification, which was amended on June 21, 2019. The operative motion is Plaintiffs’ Second Amended Motion for Class Certification.<sup>1</sup> After the Plaintiffs filed their Reply, the Defendants sought and were granted leave to file a Joint Sur-Response to address new arguments raised by Plaintiffs in their Reply brief. Presently before the Court is Plaintiffs’ fully briefed Second Amended Motion for Class Certification.

### **CLASS CERTIFICATION STANDARD**

Class actions in Illinois are governed by Section 2-801 of the Code of Civil Procedure (the “Code”). Section 2-801 states, in pertinent part:

An action may be maintained as a class action in any court of this State and a party may sue or be sued as a representative party of the class only if the court finds: (1) The class is so numerous that joinder of all members is impracticable. (2) There are questions of fact or law common to the class, which common questions predominate over any questions affecting only individual members. (3) The representative parties will fairly and adequately protect the interest of the class. (4) The class action is an appropriate method for the fair and efficient adjudication of the controversy.

735 ILCS 5/2-801 (West 2010).

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<sup>1</sup> Plaintiffs, in support of their motion submit voluminous exhibits, including, by not limited to the Affidavits of Jerry Williams, Stewart Cooke and Larry Whitehead, along with excerpts from their depositions, as well as the affidavit of C. Philip Curley.

The named plaintiffs in a class action have the burden of establishing the statutory prerequisites, and the court must find all prerequisites present before it can sanction the maintenance of the suit as a class action. *McCabe v. Burgess*, 75 Ill. 2d 457, 464 (1979). In assessing whether class certification should be granted, the allegations of the complaint are taken as true. *Ramirez v. Midway Moving & Storage, Inc.*, 378 Ill. App. 3d 51, 53 (1st Dist. 2007). When reviewing the specific factors to certify a class, “such an inquiry requires the court to look beyond the pleadings to understand the claims, defenses, relevant facts, and applicable substantive law.” *Smith v. Illinois Central R.R. Co.*, 223 Ill. 2d 441, 449 (2006). “In deciding whether to certify a class, a court may consider ‘any matters of fact or law properly presented by the record, including the pleadings, depositions, affidavits, answers to interrogatories and any evidence that may have been adduced at hearings.’” *Brown v. Murphy*, 278 Ill. App. 3d 981, 989-90 (1st Dist. 1996).

Section 2-801 is patterned after Rule 23 of Federal Rules of Civil Procedure. See *Getto v. City of Chicago*, 86 Ill. 2d 39, 47 (1981). Therefore, federal decisions interpreting Rule 23 are considered persuasive authority when interpreting and applying Section 2-801. *Avery v. State Farm Mutual. Automobile Insurance Co.*, 216 Ill. 2d 100, 125 (2005). The decision whether to certify a class rests within the trial court’s discretion. *Id.* at 125-26. Generally, in exercising its discretion, a court should err in favor of granting class certification. *Walczak v. Onyx Accept. Corp.*, 365 Ill. App. 3d 664, 673 (2d Dist. 2006). It is within this framework that the Court analyzes Plaintiffs’ motion for class certification.

## DISCUSSION

### I. *Numerosity*

The first prerequisite under Section 2-801 that a plaintiff must establish to certify a class, is that the class is so numerous that joinder of all members is impracticable. 735 ILCS 5/2-801(1) (West 2010). “There is no ‘magic number’ below which there cannot be a class, but above which there can.” *Wood River Area Development Corp. v. Germania Federal Savings & Loan Ass’n*, 198 Ill. App. 3d 445, 450 (5th Dist. 1990). Thus, “[t]he number of class members is relevant, not determinative.” *Id.* However, as a general guideline, the numerosity prerequisite is typically satisfied if the proposed class is comprised of more than forty individuals. *Id.*

Plaintiffs argue that they satisfy this factor because the proposed class is so numerous that joinder of all members is impracticable. Plaintiffs maintain that the Retiree Class has 6,370 members. Neither the Retirement Plan nor the Health Trust challenge this factor.

The Court finds that the Plaintiffs have satisfied the first prerequisite for class certification. As such, the Court considers the next factor.

### II. *Predominance of Common Issues of Law or Fact*

The second prerequisite under Section 2-801 that a plaintiff must establish to certify a class, is that there are questions of fact or law common to the class which predominate over any questions affecting only individual members. 735 ILCS 5/2-801(2) (West 2010). The test for

commonality is disjunctive requiring the presence of a common issue of law or fact. *Gordon v. Boden*, 224 Ill. App. 3d 195, 200 (1st Dist. 1991). In order to satisfy the commonality requirement, the proponent of class certification must show that the “successful adjudication of the purported class representatives’ individual claims will establish a right of recovery in other class members.” *Avery v. State Farm Mutual Automobile Insurance Co.*, 216 Ill. 2d 100, 128 (2005). “Determining whether issues common to the class predominate over individual issues requires the court to identify the substantive issues that will control the outcome, assess which issues will predominate, and then determine whether these issues are common to the class.” *S37 Management v. Advance Refrigeration Co.*, 2011 IL App (1st) 102496, ¶ 17. “The issues common to the class predominate if ‘a judgment in favor of the class members [would] decisively settle the entire controversy, and all that should remain is for other members of the class to file proof of their claim.’” *Id.* “Such an inquiry requires the court to look beyond the pleadings to understand the claims, defenses, relevant facts, and applicable substantive law.” *Smith v. Illinois Central R.R. Co.*, 223 Ill. 2d 441, 449 (2006). Once a court determines that common questions of law or of fact predominate among the class members, the existence of questions that apply only to individual class members will not defeat the predominating common question. *Ramirez v. Midway Moving & Storage, Inc.*, 378 Ill. App. 3d 51, 55 (1st Dist. 2007).

Plaintiffs maintain that they satisfy the predominance factor, as common issues of law or fact predominate over individual issues. According to Plaintiffs, the following common issues of fact and law predominate:

- (1) whether the Health Trust Defendants violated the Pension Protection Clause and RPA by wrongfully charging retiree premiums, thereby diminishing and impairing the Retiree Class’s vested retiree health benefits;
- (2) whether the Retirement Plan Defendants violated the Pension Protection Clause and RPA by wrongfully deducting retiree premiums from certain Retiree Class members’ pension checks, thereby diminishing and impairing those members’ vested pension benefits;
- (3) whether Defendants should be permanently enjoined from violating the Pension Protection Clause and breaching the RPA by charging retiree premiums; and
- (4) whether Defendants are liable for compensatory damages, interest, and attorneys’ fees as a result of their wrongful conduct.

Pls.’ Mot. ¶ 7.

Plaintiffs argue that finding commonality as to the proposed class would be consistent with a line of cases in which courts found commonality where employers took a uniform action that diminished pension and/or retiree health benefits of putative class members, citing, *Bittinger v. Tecumseh Products Co.*, 123 F.3d 877 (6th Cir. 1997), *Office & Professional Employees International Union, Local 494 v. International Union*, 311 F.R.D. 447 (E.D. Mich. 2015),

*Marconi v. City of Joliet*, No. 10 MR 0165 (Circuit Court, Will Co.), and *Kanerva v. Weems*, 2013-MR-000408 (Circuit Court, Sangamon Co.), among others.

Plaintiffs assert that all the members of the Class are entitled to the injunctive relief sought in the third amended complaint, and that there is a simple and common mathematical method available to calculate damages for all Retiree Class members. According to Plaintiffs, damages are equivalent to the premiums each has paid to obtain retiree health coverage since July 1, 2009. It is of no consequence, contend Plaintiffs, that some members of the Retiree Class may end up with a different amount of compensatory damages than others, citing *McCarthy v. LaSalle National Bank & Trust Co.*, 230 Ill. App. 3d 628, 634 (1st Dist. 1992).

The Health Trust and the Retirement Plan responded separately to Plaintiffs' motion.

A. *Health Trust Argument*

The Health Trust counters that, based on Plaintiffs' proposed class definition and claims, common issues of fact or law do not predominate because (1) Plaintiffs do not set forth a methodology for calculating damages for class members who did not enroll in the Health Trust for the entire relevant time period, and (2) there is no common method for determining liability given the different RPA's in place when a retiree retired.

Plaintiffs, notes the Health Trust, contend that one of the core questions in this case is whether a retiree's right to health care benefits was diminished. The answer, according to the Health Trust, depends on a retirees' health care options. Of the purported class of 6,300, at least 600 retirees, maintains the Health Trust, did not enroll in the Health Trust as of July 2009. As to those employees who chose not to enroll in the Health Trust, or who opted-out or opted-in based on factors like alternative care benefits, the Health Trust points out that the answer requires individual inquiries. By not enrolling or opting out of the Health Trust, these retirees, argues the Health Trust, may have considered and obtained alternative insurance coverage for various reasons and at varying costs. Plaintiffs' motion, submits the Health Trust, fails to account for these issues or provide any method for dealing with them.

Next, the Health Trust posits that even if the Court were to find a method for dealing with the individualized liability issues, individualized damages issues remain. Retirees' damages, insists the Health Trust, are not readily calculable by calculating how much premium the class member paid the Health Trust for coverage. Instead, argues the Health Trust, any calculation must take into account what alternative health care was sought, the benefits provided, the cost of the coverage, and how those costs compare to the benefits provided under the RPA. The Health Trust contends that these are not damages susceptible of measurement across the entire class, citing *Hale v. State Farm Mutual Automobile Insurance Co.*, 2016 U.S. Dist. LEXIS 126390 (S.D. Ill. Sept. 16, 2016), *Suchanek v. Sturm Foods, Inc.*, 764 F.3d 750 (7th Cir. 2014), and *Comcast Corp. v. Behrend*, 569 U.S. 27 (2013).

Plaintiffs, according to the Health Trust, do not set forth a methodology for calculating damages for the class members who did not enroll in the Health Trust for the entire relevant time period. Nor, argues the Health Trust, can they, as determining damages for these individuals will

require individual discovery of these class members and an assessment of how much they spent on health care benefits.

The Health Trust further contends that the common questions of fact and law advanced by Plaintiffs rest on both a mischaracterization of what the RPA provides, as well as a misconception of its application. Section 20.12 of the RPA, according to the Health Trust, does not provide, and has never provided, retiree health benefits to Retiree class members, without payment of a retiree premium. Moreover, argues the Health Trust, Section 20.12 does not provide all putative class members the same uniform benefits. The language of Section 20.12, submits the Health Trust, varies from RPA to RPA. Those variances, reasons the Health Trust, govern what, if any, health care benefits a retiree has any claim to depending on which RPA was in place when he retired.

Turning to the two recent cases cited by Plaintiffs, involving the diminishment of retiree health care benefits where classes were certified, *Marconi v. City of Joliet*, No. 10 MR 0165 (Circuit Court, Will Co.) and *Kanerva v. Weems*, 2013-MR-000408 (Circuit Court, Sangamon Co.). Those cases, according to the Health Trust, are distinguishable because neither case involved any opposition to the class certification motion.

Next, the Health Trust argues that contrary to Plaintiffs' suggestion, this case does not concern whether the Defendants are wrongfully charging retirees health care premiums. On the contrary, submits the Health Trust, whether Defendants are wrongfully charging premiums depends on a comparison of what could have been charged under the various RPAs. Retirees, according to the Health Trust, who retired under earlier dated RPAs have different amounts that they could have been charged from those who retired later. In sum, argues the Health Trust, determining what a retiree's rights are and whether they have been diminished are individualized inquiries not susceptible to class-wide proof.

Last, contrary to Plaintiffs' suggestions, argues the Health Trust, just as there is no common method for determining liability given the different RPAs, there is also no common method for calculating damages. Any damages calculation, insists the Health Trust, will require a need to compare what, if any, benefits a retiree is entitled to under the RPA he or she retired under to the premium the retiree is currently paying. This assessment, asserts the Health Trust, will depend on the individual retiree and the RPA he or she retired under. In short, concludes the Health Trust, the need to calculate individual damages precludes a finding that common issues predominate in this case, citing *Bueker v. Madison County*, 2016 IL App (5th) 150282.

Plaintiffs reply that the underlying premise of the Health Trust's argument is flawed. The core question in this case, insist Plaintiffs, is whether a retiree's right to health care benefits were diminished. According to Plaintiffs, these rights were provided for in the RPA before creation of the Health Trust. Thus, the question at issue, contend Plaintiffs, is whether those pre-Health Trust RPA rights are, under the Pension Protection Clause, constitutionally prohibited from unilateral diminishment or impairment. That question, assert Plaintiffs, is a question common to all Class members. What happened after the Health Trust diminished the Class's rights by imposing premiums is of no import, submit Plaintiffs. The Health Trust, note Plaintiffs, cites no case where a court considering whether health benefits have been diminished examined anything



other than the benefits offered before and after the alleged diminishment. On the contrary, insist Plaintiffs, courts that have addressed this issue hold that taking alternative coverage concerns only damages and has no impact on class certification, citing *Riggs v. Dayco Products, LLC*, 2006 U.S. Dist. LEXIS 99813 (W.D.N.C. Mar. 16, 2006), and *Yolton v. El Paso Tennessee Pipeline Co.*, 2008 U.S. Dist. LEXIS 7006 (E.D. Mich. Jan. 31, 2008).

The Health Trust's argument, submit Plaintiffs, is a damages issue. As such, assert Plaintiffs, it has no impact on class certification. "Individual questions of injury and damages", note Plaintiffs, "do not defeat class certification[.]" citing *Hall v. Sprint Spectrum L.P.*, 376 Ill. App. 3d 822, 832 (5th Dist. 2007). Contrary to the Health Trust's argument, the method of calculating damages for Retiree Class members, posit Plaintiffs, who purchased alternative coverage is the same as for those who stayed with the Health Trust: out-of-pocket premium costs for retiree coverage.

As for the cases cited by the Health Trust, *Hale v. State Farm Mutual Automobile Insurance Co.*, 2016 U.S. Dist. LEXIS 126390 (S.D. Ill. Sept. 16, 2016), *Suchanek v. Sturm Foods, Inc.*, 764 F.3d 750 (7th Cir. 2014), and *Comcast Corp. v. Behrend*, 569 U.S. 27 (2013), those cases, submit Plaintiffs, do not support the Health Trust's position. *Hale*, according to Plaintiffs, reiterates the proposition that "[i]f damages are capable for measurement on a class-wide basis, questions of individual damage calculations will not overwhelm questions common to the class. *Hale*, 2016 U.S. Dist. LEXIS 126390, \*29-30. As for *Comcast*, the class certification failed there, suggest Plaintiffs, because the damages theory did not match the theory of liability. *Comcast*, 569 U.S. 27. That situation, assert Plaintiffs, is absent in this case. The other case cited by the Health Trust, *Suchanek v. Sturm Foods, Inc.*, 764 F.3d 750 (7th Cir. 2014), contend Plaintiffs, actually support Plaintiffs' certification motion, as the court there reversed the denial of the class certification finding that even where a class includes groups who may not have suffered harm in the same way, that is not grounds to deny class certification. As for the Health Trust's argument that Section 20.12 does not provide retirees coverage without payment of a premium, that argument, contend Plaintiffs, is an attack on the merits of a common legal question and as such, inappropriate on a motion for class certification.

The Court, after carefully considering the Health Trust's argument regarding the lack of a common method to calculate damages, agrees with Plaintiffs that this argument is a damages issue that does not defeat class certification. See *Clark v. TAP Pharmaceutical Products, Inc.*, 343 Ill. App. 3d 538, 549 (5th Dist. 2003) (individual questions of injury and damages do not defeat class certification). The Court finds *Bittinger v. Tecumseh Products Co.*, 123 F.3d 877 (6th Cir. 1997) instructive.

In *Bittinger*, the plaintiffs, retirees of the defendant corporation, filed a class action lawsuit against the defendant challenging the defendant's elimination of their retiree health plan. *Id.* at 879. Defendant opposed plaintiffs' motion for class certification, arguing that class certification was improper as the class members did not suffer the same injury, because some members accepted benefits under a replacement health care plan, while others did not. *Id.* at 885. The district court granted the motion and certified the class, and the Sixth Circuit affirmed. *Id.* The Sixth Circuit found that "each class member claim[ed] that the original collective bargaining agreement guaranteed them lifetime fully-funded benefits." *Id.* at 884. This was, according to the

Sixth Circuit, a common question sufficient for the commonality requirement. *Id.* The Sixth Circuit found that while the level of claimed injury may vary, the basic injury was the same: that defendant violated the terms of the collective bargaining agreements by unilaterally terminating [those] fully-funded lifetime benefits. *Id.* at 885. Differences in damages suffered among class members, noted the court, “can be dealt with through methods other than denial of class certification[.]” *Id.*

In this case, as in *Bittinger*, the Plaintiffs contend that they were entitled to lifetime, fully-funded benefits. As in *Bittinger*, though the level of claimed injury may vary throughout the class, the basic injury asserted is the same: an unconstitutional diminishment in their vested health benefits. Notably, while the Health Trust addressed *Marconi v. City of Joliet*, No. 10 MR 0165 (Circuit Court, Will Co.) and *Kanerva v. Weems*, 2013-MR-000408 (Circuit Court, Sangamon Co.) by arguing that those cases were of limited value since no opposition to the class certification was filed, it failed to address *Bittinger*. Moreover, the Health Trust failed to address any of the other cases cited by Plaintiffs for the proposition that a finding of commonality in this case would align with the numerous other cases finding commonality where employers took a uniform action that diminished pension or retiree health benefits of putative class members.

As for the cases cited by the Health Trust, *Hale v. State Farm Mutual Automobile Insurance Co.*, 2016 U.S. Dist. LEXIS 126390 (S.D. Ill. Sept. 16, 2016), *Suchanek v. Sturm Foods, Inc.*, 764 F.3d 750 (7th Cir. 2014), and *Comcast Corp. v. Behrend*, 569 U.S. 27 (2013), only *Comcast* involved the denial of class certification. *Comcast*, however, does not stand for the proposition that a class cannot be certified simply because damages cannot be measured on a classwide basis. *Roach v. T.L. Cannon Corp.*, 778 F.3d 401, 407 (2d Cir. 2015). Rather, “*Comcast* held that that a model for determining classwide damages relied upon to certify a class under Rule 23(b) must actually measure damages that result from the class’s asserted theory of injury . . . .” *Id.*

In sum, the Court finds that the Health Trust’s objections to certification are premised on a damages issue. A court has adequate procedural mechanisms for dealing with such an issue, short of denial of class certification. See *Smilow v. Southwestern Bell Mobile Systems*, 323 F.3d 32 (1st Cir. 2003).

Turning to the Health Trust’s contention that there is no common method for determining liability, the Court respectfully disagrees. The common issue is whether a retiree’s right to health care benefits were diminished. This is a question common to all Class members. Resolution of this issue requires a comparison of pre July 1, 2009 benefits with the post July 1, 2009 requirement of payment of premiums for coverage.

As for the Health Trust’s remaining arguments, the Court agrees with the Plaintiffs, that at minimum, those arguments go to the issue of damages, and as such, do not preclude class certification.

As for the Health Trust’s argument that Section 20.12 does not provide retirees health care coverage without payment of a premium, the Court agrees with Plaintiffs that this is an attack on the merits of the complaint, which is improper on a motion for class certification. See

*Cruz v. Unilock Chicago, Inc.*, 383 Ill. App. 3d 752, 764 (2d Dist. 2008) (the trial court is not to determine the merits of the complaint at the class certification stage, only the propriety of class certification) and *CE Design Ltd. v. C&T Pizza, Inc.*, 2015 IL App (1st) 131465, ¶ 9 (“In determining whether to certify a proposed class, the trial court ... should avoid deciding the underlying merits of the case or resolving unsettled legal questions.”). Whether Section 20.12 provides retirees free health care coverage is an issue for another day.

The Court now turns to the Retirement Plan’s opposition to Plaintiffs’ class certification on the ground that individual issues predominate over common issues.

### B. Retirement Plan Argument

The Retirement Plan maintains that common issues do not predominate because: (1) whether any retiree was represented by the Transit Unions in collective bargaining raises individual issues and (2) Plaintiffs fail to establish that common issues predominate as to purported absent class members with dependents<sup>2</sup>.

The Retirement Plan argues that while Plaintiffs insist that they are entitled to free retiree healthcare coverage, Plaintiffs have failed to show that this common claim can be resolved on a classwide basis. Defendants’ affirmative defense that retirees consented to union representation and therefore, lack standing, must be resolved on an individual class member by class member basis. Any absent class member who consented to union representation in collective bargaining, asserts the Retirement Plan, lacks standing to challenge the results of the collective bargaining, including the retiree health care changes challenged in this case. Factual issues, insists the Retirement Plan, that would need to be resolved to determine individual retiree consent include whether the retiree attended union meetings or retiree club meetings, spoke to union representatives, remained a union member in retirement, voted for union officers, and whether the retiree benefitted from the negotiated changes to the CTA retiree health care benefits.

The facts, submits the Retirement Plan, reveal that resolution of each purported absent class member’s consent to union representation involves individual issues of fact which differ from class member to class member. First, asserts the Retirement Plan, substantive law establishes that consent is a retiree specific issue. That a union represented former union members, reasons the Retirement Plan, can be established with evidence that past members expressly or impliedly authorized the union to proceed in their behalf, citing *Meza v. General Battery Corp.*, 908 F.2d 1262, 1271 (5th Cir. 1990) and *Exelon Generation Co., LLC v. Local 15, Intl. Broth. Of Elec. Workers, AFL-CIO*, 2007 WL 4526595, \*2 (N.D. Ill. Dec. 3, 2007). Second, contends the Retirement Plan, testimony in this case confirms that the Transit Unions, both Local 308 and Local 241, in connection with their representation of retirees, met with retirees at union meetings and various CTA retirement clubs around the City of Chicago and kept the retirees informed of negotiations with the CTA and legislative efforts. Third, the Retirement Plan points to testimony from numerous Transit Union representatives, which, according to the Retirement Plan, confirm that the Transit Unions permitted retirees to remain members of the

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<sup>2</sup> The Retirement Plan submits numerous exhibits in support of its opposition to Plaintiffs’ motion, including, but not limited to the Declaration of John Kallianis, the deposition transcript of Michael Bramstedt, and Joseph Burns, among others.

Transit Unions and permitted retirees who remained in the union to vote for union officers, their collective bargaining representatives, in retirement. Fourth, according to the Retirement Plan, the record demonstrates further that many purported absent class members benefitted from the increased subsidies for their dependents as a result of the Act. The Retirement Plan contends that they actually paid less for coverage under the Act.

Next, the Retirement Plan asserts that individual issues of consent also include whether the retiree benefitted from increased subsidies for their dependent coverage. Retirees with more than thirty (30) years of service with dependents, insists the Retirement Plan, benefitted from the Benn Award and the Act, because the resulting changes to charges for health care coverage increased subsidies for dependent coverage for retirees with more years of service. As to retirees with more than thirty (30) years of service, evidence of their consent to union representation, contends the Retirement Plan, will differ from evidence to prove the Plaintiffs' consent to union representation. That certain absent class members were better off with the 2007 CBA, the Act, and the resulting changes to their health care benefits, posits the Retirement Plan, supports the conclusion that those retirees consented to union representation. "Actual authority of an agent", submits the Retirement Plan, "may be implied from the circumstances surrounding the transaction at issue[.]" citing *Yolton v. El Paso Tennessee Pipeline Co.*, 668 F. Supp. 2d 1023, 1035 (E.D. Mich. 2009).

The Retirement Plan next maintains that class certification is inappropriate because individual issues of consent will not be determined by resolution of the named Plaintiffs' claims. In this case, argues the Retirement Plan, because there is no method of determining whether any individual retiree consented to union representation with common proof, the individual issues of consent render Plaintiffs' claims inappropriate for class treatment, citing *Sandusky Wellness Center, LLC v. ASD Specialty Healthcare, Inc.*, 863 F.3d 460 (6th Cir. 2017); *G.M. Sign, Inc. v. Brink's Manufacturing Co.*, 2011 WL 248511 (N.D. Ill. March 17, 2014), and *Gene & Gene LLC, v. BioPay LLC*, 541 F.3d 318 (5th Cir. 2008).

In short, argues the Retirement Plan, the following individual issues must be resolved to determine individual retiree standing: (1) whether the retiree attended union meetings or retirement meetings; (2) whether the retiree discussed collective bargaining issues with union representatives; (3) whether the retiree remained a union member in retirement; (4) whether the retiree voted for union officers in retirement; and (5) whether the retiree benefitted from the union collective bargaining efforts. As such, concludes the Retirement Plan, Plaintiffs cannot establish that common issues predominate.

Plaintiffs retort that Retirement Plan does not contest that this case rests on a uniform practice they imposed on the entire Retiree Class in 2009; charging retiree premiums for health benefits. Instead, note Plaintiffs, the Retirement Plan contends that an affirmative defense, namely that retirees consented to union representation and therefore lack standing, raises individual questions that predominate concerning which members of the Retiree Class, through various activities, allegedly consented to Union representation, such that they are bound by the Union's agreement. In uniform practice cases, assert Plaintiffs, generally, individual counterclaims or defenses do not render a case unsuitable for class action, citing, *Walczak v. Onyx Acceptance Corp.*, 365 Ill. App. 3d 664.(2d Dist. 2006).

Further, the alleged affirmative defense, assert Plaintiffs, lacks merit for several reasons. First, contend Plaintiffs, the Transit Unions did not agree to diminishment of the Class's vested benefits. Second, even if the consent mattered, posit Plaintiffs, implied or generalized consent to Union representation is insufficient as a matter of law, when vested benefits are involved. Indeed, note Plaintiffs, those cases where courts have found retiree consent to union representation have done so where manifestation of that consent was express, tangible, and clear as to the scope of the authority granted, citing, *Exelon Generation Co. v. Local 15, IBEW*, 2007 U.S. Dist. LEXIS 88397 (N.D. Ill. Dec. 3, 2007), *aff'd*, 540 F.3d 640 (7th Cir. 2008), and *International Ass'n of Machinists & Aero. Workers Local Lodge 2121 v. Goodrich Corp.*, 410 F.3d 204 (5th Cir. 2005), among others.

First, posit Plaintiffs, even accepting as true the Retirement Plan's contention that some members of the Retiree Class consented to Union representation, it does not matter because the Transit Unions did not agree to diminishment of the Retiree Class's vested benefits in 2007. The Transit Unions, assert Plaintiffs, only agreed to a broad framework that did not require any retirees to be charged a premium. The diminishment of the Retiree Class's vested benefits, contend Plaintiffs, did not occur until two years later when the Health Trust imposed retiree premiums on the Retiree Class, and the Retirement Plan began withholding those premiums from pension checks. These decisions, insist Plaintiffs, were not collectively bargained and the Union had nothing to do with them. The terms that the Transit Union agreed to regarding retiree premiums, which was codified by statute, require only that retirees in the aggregate pay an amount not to exceed 45% of the total cost of retiree coverage.

Next, Plaintiffs maintain that even if what the Transit Unions agreed to in 2007 can be construed as a diminishment of the Retiree Class's vested benefits, the members of the Retiree Class could not be bound by the Transit Union's agreement absent their consent. The Retirees, note Plaintiffs, are not part of the bargaining unit. The implied and generalized consent, submit Plaintiffs, that the Retirement Plan seeks to prove is legally insufficient. Illinois courts, according to Plaintiffs, hold that "the hypothetical existence of individual issues is not a sufficient reason to deny the right to bring a class action[.]" citing *Harrison Sheet Steel Co. v. Lyons*, 15 Ill. 2d 532, 538 (1959). Here, assert Plaintiffs, something more than the assertion of hypothetical variations should be required to bar the action, citing *Ballard RN Center, Inc. v. Kohll's Pharmacy & Homecare, Inc.*, 2014 IL App (1st) 131543, *aff'd in part, rev'd in part*, 2015 IL 118644. The "something more," submit Plaintiffs, is presentation of clear and convincing evidence to support the defense, citing *Carrao v. Health Care Service Corp.*, 118 Ill. App. 3d 417, 427-28 (1st Dist. 1983). Federal courts, observe Plaintiffs, in class actions where consent defenses have been asserted, require "specific evidence showing that a significant percentage of the putative class consented . . .," citing *Legg v. PTZ Insurance Agency, Ltd.*, 321 F.R.D. 572, 577 (N.D. Ill. 2017).

The consent, assert Plaintiffs, must not only be tangible and clearly expressed, but also specific. That is, retirees must express consent not merely for the union to advocate on their behalf with respect to retirement benefits, but specifically authorize the union to bargain away or otherwise reduce those rights, citing *Yolton v. El Paso Tennessee Pipeline Co.*, 668 F. Supp. 2d 1023 (E.D. Mich. 2009). The evidence adduced in discovery, submit Plaintiffs, establishes that

no Union representative ever obtained express consent from any retiree to bargain away vested benefits.

The Retirement Plan, note Plaintiffs, identifies three Retiree Class members, Hector Flores, Wilfred Spears, and Elwood Flowers, out of 6,370 Class members that it contends authorized the Transit Unions to negotiate on their behalf in connection with the Benn Award and the 2007 CBA. Accepting, without conceding, the Retirement Plan's premise, Plaintiffs retort that this is an insufficient number for the Retirement Plan to meet its burden of demonstrating that the issue of consent is likely to predominate. In addition, argue Plaintiffs, none of these witnesses testified that they authorized the Transit Unions to diminish their vested retiree health benefits.

The Retirement Plan filed a Sur-Response in opposition to Plaintiffs' Motion for Class Certification. In the Sur-Response, the Retirement Plan challenges the Plaintiffs' assertion that whether the retirees consented to Transit Union representation is not an issue because the Transit Unions never agreed that retirees could be charged for health care. This argument, according to the Retirement Plan, fails for two reasons. First, in *Matthews v. Chicago Transit Authority*, 2016 IL 117638, the Illinois Supreme Court, submits the Retirement Plan, already confirmed that the modification of health care benefits that Plaintiffs challenge here was the result of collective bargaining, and that retirees who were represented by the Transit Unions during the collective bargaining process lack standing. Second, the Transit Unions, argues the Retirement Plan, agreed that the Trust would be created, funded, and would charge retirees for health care. As such, Plaintiffs' argument, contends the Retirement Plan, that the Transit Unions did not agree that retirees could be charged for health care, lacks merit.

It is well-settled Illinois law that the "commonality" requirement in the class certification context is not destroyed merely because of the presence of a defendant's affirmative defenses. *Walczak v. Onyx Acceptance Corp.*, 365 Ill. App. 3d 664, 677 (2d Dist. 2006). Instead, courts find "it is appropriate to litigate the questions of fact common to all members of the class and, after the determination of the common questions, to determine in an ancillary proceeding the questions that may be peculiar to an individual class member." *Ramirez v. Smart Corp.*, 371 Ill. App. 3d 797, 812 (3d Dist. 2007). Here, the Retirement Plan's affirmative defenses assert that the Transit Unions represented retirees and that the Plaintiffs consented to this representation and therefore, those retirees who consented lack standing.

It is undisputed that a union does not have any obligation to represent the interests of retirees in collective bargaining. *Matthews v. Chicago Transit Authority*, 2016 IL 117638, ¶ 46. "Though a union is under no obligation to represent the interests of retirees in collective bargaining, it may choose to do so if the retirees agree to such representation." *Id.* ¶ 49. Here, argues the Retirement Plan, Plaintiffs do not deny that any retiree who was represented by the Transit Unions lacks standing because the modification of benefits was the result of collective bargaining. The Retirement Plan insists that consent to union representation is an individual issue that precludes class certification, citing *Exelon Generation Co. v. Local 15, IBEW*, 2007 U.S. Dist. LEXIS 88397 (N.D. Ill. Dec. 3, 2007), *aff'd*, 540 F.3d 640 (7th Cir. 2008).

In *Exelon*, Exelon and Local 15 were parties to a collective bargaining agreement that provided for retiree insurance. *Id.* at \*2-3. After Exelon announced that it would require retirees to contribute a greater amount to covered medical expenses, Local 15 filed a grievance alleging that Exelon had violated the collective bargaining agreement. *Id.* at \*4. Seven retirees, who were members of the “steering committee” consented to representation by Local 15 in the arbitration. *Id.* \*16-17. Local 15, however, did not have the consent of all affected retirees. *Id.* at \*8. Exelon filed suit seeking a declaration that it was not required to arbitrate the dispute. *Id.* at \*6. The parties filed cross-motions for summary judgment with Exelon arguing that based upon *Rosetto v. Pabst Brewing Co.*, 128 F.3d 538 (7th Cir. 1997), a union has to establish that it has the unanimous consent of all similarly situated retirees in order to pursue a retiree grievance on behalf of all consenting retirees. *Id.* at \*11. As such, argued Exelon, the grievance was not arbitrable because Local 15 had not obtained consent from all of the affected retirees to represent their interests and that Exelon had not consented to arbitrate the grievance. *Id.* at \*14-15. The district court rejected Exelon’s argument, finding Exelon’s reading of *Rosetto* misplaced. *Id.* *Rosetto*, according to the district court, merely stands for the proposition that unless a particular retiree agrees to be represented by a union, the union cannot act on his or her behalf. *Id.* \*14-17. The district court agreed with Local 15 that the collective bargaining agreement at issue demonstrated Exelon’s consent to arbitrate retiree grievances over the interpretation and application of the collective bargaining agreement. *Id.* at \*17. As such, the district court granted Local 15’s motion for summary judgment, concluding that the union could act on behalf of certain retirees and proceed to arbitration of the grievance, where the union had demonstrated that it had the consent of those retirees who served, on what the court found to be the steering committee. *Id.* at \*20.

The Court finds *Exelon* distinguishable from this case. First and foremost, *Exelon* was not decided on a motion for class certification. Rather, that case was decided upon cross-motions for summary judgment. As such, the district court was tasked with deciding whether a party was entitled to judgment as a matter of law. Here, the issue before the Court is whether the Plaintiffs have met the requirements for class certification. At this juncture, the Court is not deciding the merits of the case. Second, it is a stretch to interpret *Exelon* to stand for the proposition that the consent of all retirees is necessary before a union may represent some retirees. In fact, *Exelon* does not support this interpretation. The *Exelon* court rejected the proposition that a union has to establish that it has the consent of all retirees before it can pursue a grievance on behalf of some retirees. *Id.* at \*16.

The Retirement Plan also cites *Sandusky Wellness Center, LLC v. ASD Specialty Healthcare, Inc.*, 863 F.3d 460 (6<sup>th</sup> Cir. 2017); *G.M. Sign, Inc. v. Brink’s Manufacturing Co.*, 2011 WL 248511 (N.D. Ill. March 17, 2014) and *Gene & Gene LLC, v. BioPay LLC*, 541 F.3d 318 (5<sup>th</sup> Cir. 2008), in support of its contention that class certification is inappropriate because individual issues of consent will not be determined by resolution of the named Plaintiffs’ claims. In this case, argues the Retirement Plan, because there is no method of determining whether any individual retiree consented to union representation with common proof, the individual issues of consent render Plaintiffs’ claims inappropriate for class treatment. The Court examines each case.

In *Sandusky*, the defendant, a pharmaceutical distributor sent a fax advertisement for the drug Prolia to 53,502 physicians. *Sandusky*, 863 F.3d at 462. However, only 40,343 or 75% of the faxes were successfully transmitted. *Id.* at 465. The plaintiff, an alleged recipient of the fax, filed a class action lawsuit against the defendant asserting a violation of the Telephone Consumer Protection Act (TCPA). *Id.* By the time the plaintiff filed suit, the defendant no longer possessed the recipient fax logs, nor did the plaintiff. *Id.* The district court denied the plaintiff's motion for class certification finding that the plaintiff's motion failed to satisfy Rule 23(b)(3) because two individualized issues predominated: class member identity and consent. *Id.* As to the former, the court found that in the absence of the fax logs, no class means existed by which to identify the approximately 75% of individuals who received the fax. *Id.*

As to the issue of consent, the district court found that that issue presented an individualized issue. *Id.* at 467. Further, the district court determined that the predominant issue was whether the defendant's fax advertisements were transmitted without consent. *Id.* at 468. The Sixth Circuit affirmed, finding that the district court did not abuse its discretion. *Id.* at 470. The Sixth Circuit noted that the defendant presented evidence of consent to the district court, which required the need for individualized inquiries in order to distinguish between solicited and unsolicited faxes. *Id.* Otherwise, observed the Sixth Circuit, the district court would be tasked with filtering out those members to whom the defendant was not liable, that is, those who solicited the fax. *Id.* at 468.

The Court finds *Sandusky* distinguishable from this case. First, in *Sandusky*, the problem with identification of the class doomed the motion for class certification. The Sixth Circuit noted that to its knowledge, "no circuit court has ever mandated certification of a TCPA class where fax logs did not exist. . . ." *Id.* at 473. Second, in *Sandusky*, the defendant presented actual evidence of consent. *Id.* at 470. Specifically, the defendant produced evidence that several thousand individuals on the Prolia list of intended fax recipients were current or former customers of defendant. *Id.* at 468. To resolve which customers had consented to receive the fax advertisement and those who had not, would have required an individualized inquiry. *Id.* at 469. Here, by contrast, the Retirement Plan has identified only three Retiree Class members, Hector Flores, Wilfred Spears and Elwood Flowers, out of 6,370 Class members that it contends authorized the union to negotiate on their behalf, in connection with the Benn Award and the 2007 CBA. Plaintiffs argue that this is an insufficient number to support the proposition that the issue of consent is likely to predominate. The Court agrees.

The Court finds the other cases cited by the Retirement Plan, *G.M. Sign, Inc. v. Brink's Manufacturing Co.*, 2011 WL 248511 (N.D. Ill. March 17, 2014) and *Gene & Gene LLC, v. BioPay LLC*, 541 F.3d 318 (5th Cir. 2008) equally unavailing. In *G.M. Sign*, another TCPA case, the district court denied the motion for class certification, finding that the plaintiff failed to establish that common questions of law or fact predominate over any questions affecting only individual members. *G.M. Sign, Inc.*, 2011 WL 248511 at \*8. The court found that the defendant had presented substantial evidence of consent with respect to individuals fax recipients. *Id.* In *Gene & Gene LLC*, also a TCPA case, the Fifth Circuit reversed class certification where there was no generalized, classwide basis to establish whether individual class members had consented to receipt of the fax advertisement. In both *G.M. Sign* and *Gene & Gene*, class certification was improper where there was significant evidence that some of the fax recipients had consented to



receipt of the fax advertisements or had an established relationship with the defendant. Here, on the other hand, as previously noted, the Retirement Plan has not adduced evidence that a significant number of retirees consented to union representation.

In sum, the Court finds that the presence of the affirmative defense of lack of standing does not defeat the “commonality” requirement necessary for class certification.

The Retirement Plan also argues in its Sur-Response that class certification is improper because Plaintiffs have brought a breach of contract actions against the Defendants, attaching to their Complaint the two versions of the RPA, which Plaintiffs maintain are the governing contracts. However, observes the Retirement Plan, the RPAs have varied over the years. The different RPAs, according to the Retirement Plan, provide different benefits and require different assessments of whether those benefits were diminished when the retirees began contributing various amounts of premium for their benefits. Plaintiffs have not, concludes the Retirement Plan, met their burden for proposing a common method for dealing with these individualized inquiries and therefore, class certification should be denied.

The Retirement Plan next argues that Plaintiffs fail to establish that common issues predominate as to purported absent class members with dependents. The Retirement Plan posits that even if Plaintiffs were to successfully adjudicate their individual claims, the resolution would not establish a right to recovery in absent class members with dependents, as there are additional legal and factual questions to be determined before any determination of liability or damages for those absent class members. According to the Retirement Plan, those legal and factual questions include: (1) whether a retiree had dependent coverage at any time from 2009 to present; (2) the amount of the subsidy the retiree received for dependent coverage; (3) whether a retiree who has paid less for coverage for the retiree and dependents since July 1, 2009 than the retiree would have paid absent the increased subsidy has a claim for breach of contract, when the purported breach caused no damages; and (4) whether the damages, if any, of a retiree should be reduced by the amount of the increased dependent subsidy benefit that the retiree received as a result of the purported breach of contract.

The Retirement Plan’s arguments are similar to those advanced by the Health Trust, which the Court has already addressed. To reiterate, under Illinois law:

Individual questions of injury and damage do not defeat class certification. That some members of the class are not entitled to relief because of some particular factor will not bar the class action. Similarly, ‘the fact that class members’ recoveries may be in varying amounts which must be determined separately does not necessarily mean that there is no predominate common question.’ If the damage determinations are required on an individual basis, the court can utilize a number of procedures to determine damages, including creating subclasses.

*Clark v. TAP Pharmaceutical Products, Inc.*, 343 Ill. App. 3d 538, 549 (5th Dist. 2003).

As noted by Plaintiffs, all Retiree Class members suffered the same injury, the loss of premium free retiree coverage, regardless of the RPA in effect when each retired. See *Bittinger v. Tecumseh Products Co.*, 123 F.3d 877 (6th Cir. 1997).

In sum, the Court finds that common issues of law or fact predominate over any individualized issues. Those common issues are: (1) whether the Health Trust Defendants violated the Pension Protection Clause and RPA by wrongfully charging retiree premiums, thereby diminishing and impairing the Retiree Class's vested retiree health benefits; and (2) whether the Retirement Plan Defendants violated the Pension Protection Clause and RPA by wrongfully deducting retire premiums from certain Retiree Class members' pension checks, thereby diminishing and impairing those members' vested pension benefits. The resolution of these issues will control the outcome of the case. Successful adjudication of the Plaintiffs' claims will establish a right of recovery in members of the Class.

Therefore, the Court proceeds to consider the next prerequisite for class certification, adequacy of representation.

### III. Adequacy of Representation

The third prerequisite under Section 2-801 that a plaintiff must establish to certify a class is that the representative party will fairly and adequately protect the interest of the class. 735 ILCS 5/2-801(3) (West 2010). "The purpose of the adequate representation requirement is to ensure that all class members will receive proper, efficient, and appropriate protection of their interests in the presentation of the claim." *Walczak v. Onyx Acceptance Corp.*, 365 Ill. App. 3d 664, 678 (2d Dist. 2006) (quoting *P.J.'s Concrete Pumping Service v. Nextel West Corp.*, 345 Ill. App. 3d 992, 1004 (2d Dist. 2004)). "The test to determine the adequacy of representation is whether the interests of those who are parties are the same as those who are not joined." *Id.* "Also, the named plaintiff's interest must not appear collusive." *Id.* "Additional factors courts consider include the extent to which the class's interests and those of existing parties converge or diverge, the commonality of legal and factual positions, the practical abilities of existing parties in terms of resources and expertise, and the vigor with which existing parties represent the class's interests." *Id.*

Plaintiffs maintain that they fairly and adequately protect the interests of the Class, as their interests in vindicating their vested rights under the Illinois Constitution and RPA not to pay a retiree premium, are completely aligned with those of the Retirees. Courts in other retirement cases, submit Plaintiffs, have found the requisite adequacy of class representatives where, as here, the class representatives were affected by the same conduct as the class as whole, citing *Amos v. PPG Industries*, 2018 U.S. Dist. LEXIS 3068 (S.D. Ohio, Jan. 5, 2018); *Oxner v. Richardson*, 2009 U.S. Dist. LEXIS 73646 (W.D.N.C. Aug. 6, 2009), and *Winnett v. Caterpillar, Inc.*, 2008 U.S. Dist. 36075 (M.D. Tenn. May 1, 2008).

In addition, assert Plaintiffs, they are knowledgeable about the case and their role as class representatives. Furthermore, Plaintiffs contend that Class Counsel<sup>3</sup> is well-qualified and has

<sup>3</sup> Class Counsel submits an affidavit in support of this proposition.

significant experience litigating complex civil cases, including class actions in Illinois and nationally.

The Health Trust retorts that since all three named Plaintiffs retired under the same RPA, they cannot adequately represent all the retirees who retired under other RPAs. The Health Trust submits that only about one-third of the proposed Class members retired under the same RPA as the proposed class representatives.

Plaintiffs reply that regardless of the RPA in effect, all Retiree Class members suffered the same injury; the loss of premium free retiree coverage. As such, conclude Plaintiffs, they adequately represent the Class. The Court agrees and notes further that it has previously addressed this argument and found it unavailing.

The Retirement Plan, for its part, argues that Plaintiffs fail to carry their burden of establishing that they will fairly and adequately protect the interest of the Class for three reasons. First, Plaintiffs' claims are antagonistic to potential class members. Second, Class Counsel has a conflict of interest with absent class members. Third, Plaintiffs' counsel's representation of the Plaintiffs in this case is adverse to the Plaintiffs' counsel's former clients.

The Retirement Plan maintains that Plaintiffs cannot show that they are adequate representatives, because their claims are antagonistic to potential class members with dependent coverage who will face increased contributions for their dependent coverage if retirees in the class no longer contribute. Specifically, Plaintiffs' claims, according to the Retirement Plan, are antagonistic to class members with more than 30 years of service and dependents, who currently benefit from large subsidies for their dependents. These subsidies, suggests the Retirement Plan, may disappear if Plaintiffs are successful. All of the Plaintiffs, observes the Retirement Plan, have between 25 and 30 years of service. None of the Plaintiffs, submits the Retirement Plan, currently have dependent coverage. However, asserts the Retirement Plan, 1,065 purported absent class members currently have dependent coverage. The Health Trust's sources of income, notes the Retirement Plan, are limited and the Health Trust is statutorily obligated to maintain sufficient assets to cover its anticipated liabilities. If Plaintiffs are successful on their claims that the Health Trust cannot collect contributions from class members, posits the Retirement Plan, the Health Trust will be forced to increase contributions for dependent coverage. Plaintiffs' motion, asserts the Retirement Plan, fails to address the fact that the relief Plaintiffs seek would impose increased charges on lass members.

The Retirement Plan further contends that Plaintiffs cannot adequately represent the Class because Class Counsel has a conflict of interest with absent class members: The proposed Class Counsel, notes the Retirement Plan, seeks to represent Plaintiffs and simultaneously represent retiree class members with dependents who do not share the same interests because they will be harmed by the relief that Plaintiffs are seeking. This, according to the Retirement Plan, presents a non-waivable conflict, citing ISBA Opinion No. 04-01 (Nov. 2004). Illinois courts, asserts the Retirement Plan, have applied this ISBA Opinion "to conclude that a concurrent conflict of interest exists where an attorney represents two clients who are competing for the same pool of limited funds, especially where one client's receipt of those funds would negatively impact the other client." Resp. p. 26.

The Retirement Plan posits that, even if the conflict between Plaintiffs and absent class member retirees were waivable, the absent class members have not waived the conflict of interest, and the Plaintiffs cannot waive the conflict on behalf of absent class members, citing *Davis v. Kraft Foods North America*, 2006 WL 237512 (E.D. Pa. Jan. 31, 2006), and *Palumbo v. Tele-Communications*, 157 F.R.D. 129 (D.D.C. 1994).

Last, the Retirement Plan maintains that Plaintiffs' counsel's representation of the Plaintiffs in this case is adverse to the Plaintiffs' counsel's former clients who are now all CTA retirees, or may be in the future. In other words, argues the Retirement Plan, Plaintiffs' counsel has a conflict of interest with its former clients, because the relief counsel seeks for their current client is adverse to the interests of their former clients. The Retirement Plan asserts that Plaintiffs' counsel cannot proceed with the representation without the former client's consent, citing Ill. R. Prof'l Conduct (2010) R. 1.9(a) (eff. Jan. 1, 2010).

Plaintiffs counter that there is no antagonism between Plaintiffs and any class member because: (1) contrary to the Retirement Plan's contention, the Act does not require that any recovery by the Retiree Class be made up from Retirees with Dependent coverage; (2) the Health Trust can bear all of Class Relief and remain fully funded; (3) even if the Health Trust were to fall below 100% funding, there are other ways to replenish the Health Trust without raising Dependent premiums; and (4) even if Class Members with Dependents might pay more, it would not preclude class certification.

Plaintiffs argue that the Retirement Plan's contention that if the Plaintiffs are successful, dependents will pay more is wrong, or at best speculative. The Retirement Plan, according to Plaintiffs, misstates the requirement of section 22-101B (40 ILCS 5/22-101B(b)(3)(iii) (West 2018)). The Act, posit Plaintiffs, does not require the difference in projected income to the Trust to be made up by increased contributions from other sources. Rather, submit Plaintiffs, the Act only requires that the Health Trust ensure that the present value of projected benefits is equal to or exceeded by the present value of projected contributions and income plus assets. As long as the Health Trust remains fully funded, reason Plaintiffs, the Act does not require anyone to be charged if Plaintiffs prevail.

Next, Plaintiffs contend that the financial impact to the Health Trust posited by the Retirement Plan is not as significant as suggested. Plaintiffs note that of the proposed Retiree Class of 6,370, at least 1,585 have passed away. In addition, assert Plaintiffs, over 95% of the living Retiree Class members are already on Medicare, meaning it costs the Health Trust much less to insure them. Plaintiffs maintain that the Health Trust is capable of absorbing all the relief the Retiree Class seeks without adverse financial consequences. The Health Trust, note Plaintiffs, recently released its statutorily required annual actuarial valuation (the "Report"). This Report, according to the Plaintiffs, reveals that the Health Trust can return to the Retiree Class the premiums charged, plus interest, and provide the Retiree Class premium free coverage going forward, and still be more than 100% funded. The Report, submit Plaintiffs, reveals that the Health Trust has \$210,686,674 in income and assets, and is funded at 128.8%.

Further, Plaintiffs note that while they also seek injunctive relief to prohibit charging them retiree premiums for Health Trust coverage in the future, there is a method available to quantify the financial effect of the relief for those members of the Retiree Class currently paying retiree premiums to the Health Trust. Plaintiffs posit that even refunding the Class all the premiums it has paid to the Health Trust and granting the injunctive relief to current Class participants, the Health Trust would still have a surplus and be funded at 113.8%. Therefore, conclude Plaintiffs, no one, including Retiree Class members with dependents, would need to pay more.

Alternatively, argue Plaintiffs, even if the Health Trust were to fall below 100% funding, there are other ways to replenish the Health Trust without raising dependent premiums. The Act, note Plaintiffs, obligates only one constituency to pay into the Health Trust: active CTA employees. Those employees, submit Plaintiffs, must contribute a minimum 3% of compensation, which the Health Trust has the authority to increase at any time, citing 40 ILCS 5/22-101B(b)(6) (West 2018). In addition, suggest Plaintiffs, the Health Trust could change its eligibility requirements, as it has done before. Therefore, conclude Plaintiffs, the Retirement Plan's assertion that some Class members will pay more if Plaintiffs prevail is speculative.

Plaintiffs next posit that even if Class Members with dependents might pay more, it still would not preclude class certification because antagonism or conflict sufficient to defeat class certification must go the class as whole, citing *Riggs v. Dayco Products, LLC*, 2006 U.S. Dist. LEXIS 99813 (W.D.N.C. Mar. 16, 2006) and *Kenavan v. Empire Blue Cross & Blue Shield*, 1993 U.S. Dist. LEXIS 4977 (S.D.N.Y. Apr. 15, 1993). Defendants, submit Plaintiffs, do not attempt to show a conflict between Plaintiffs and the Class as a whole. Possible future harm to those Class Members with dependent coverage, insist Plaintiffs, is at this juncture speculative.

As for the Retirement Plan's contention that Class Counsel has a conflict because Plaintiffs and Retiree Class members with dependents are competing for a limited pool of funds, that assertion, submit Plaintiffs, is misplaced because the Health Trust's funds are not "limited." Moreover, assert Plaintiffs, the cases cited by the Retirement Plan involve a finite pool of funds or single piece of property insufficient to satisfy the claims of current clients. Speculation and hypothetical issues of conflict, assert Plaintiffs, are not sufficient to deny certification, citing *Riggs*, 2006 U.S. Dist. LEXIS 99813 at \*17. Here, insists Plaintiffs, it is unlikely that a conflict between Class members with dependents and Plaintiffs will actually develop.

Last, Plaintiffs reject the Retirement Plan's assertion that there is a conflict involving Class Counsel and former named plaintiffs. The Former Plaintiffs, note Plaintiffs, are now retirees but not members of the Retiree Class. There is no conflict, insist Class Counsel, because it is highly speculative that the former plaintiffs, as retirees outside the Retiree Class, will have to pay more for health coverage if Plaintiffs prevail. As for Rule 1.9 of the Illinois Rules of Professional Conduct, that Rule, submits Class Counsel, concerns any attorney changing sides. Ill. R. Prof'l Conduct (2010) R. 1.9 (eff. Jan. 1, 2010). Here, argues Class Counsel, it cannot be said that it has changed sides in this matter.

In their Sur-Response, the Defendants challenge Plaintiffs' suggestion that the Court need not be concerned about the conflict between the putative class members without dependent

coverage and those with dependent coverage who may face increased contributions if the Retiree class no longer has to pay a portion of their health care benefits. Plaintiffs, note the Defendants, provide no actuarial or expert support for their claim that the Health Trust is capable of absorbing all the relief the Retiree Class seeks without adverse financial consequence to anyone. In fact, argue Defendants, Plaintiffs projections are flawed and do not provide accurate calculations.

“This class action is ‘an exception to the usual rule that litigation is conducted by and on behalf of the individual named parties only.’” *Wal-Mart Stores v. Dukes*, 564 U.S. 338, 348 (2011) (quoting *Califano v. Yamasaki*, 442 U.S. 682, 700-01 (1979)). The purpose of a class action is “to allow a representative party to pursue the claims of a large number of persons with like claims.” *Miner v. Gillette Co.*, 87 Ill. 2d 7, 14 (1981).

Plaintiffs insist that they are adequate class representatives as there is no antagonism between them as the class representatives and the absent class members. Assuming, without conceding, some antagonism or conflict, posit Plaintiffs, the antagonism or conflict sufficient to defeat class certification must go to the class as whole, not merely some members. Here, assert Plaintiffs, the alleged conflict is not only speculative, but only applies, if at all, to some members of the class. Plaintiffs contend that *Riggs v. Dayco Products, LLC*, 2006 U.S. Dist. LEXIS 99813 (W.D.N.C. Mar. 16, 2006), is on point.

In *Riggs*, the plaintiffs, a group of retirees, filed a class action lawsuit against the defendant, former employer, seeking to enforce the terms of a collective bargaining agreement between their former union and the defendant that provided for free lifetime health insurance benefits. *Id.* at \*2. Plaintiffs moved for class certification, which the defendant opposed. *Id.* On the adequacy of representation requirement, the defendant argued that the plaintiffs’ individual interests are antagonistic to class members because, if they were successful, it would result in increased insurance costs for other retirees. *Id.* at \*16. Plaintiffs conceded that this was a possibility, but argued that it was only a possibility. *Id.* The district court rejected defendant’s argument, finding that the ultimate outcome of the case depended on a variety of factors. *Id.* at \*17. The fact that any of those possibilities could occur, observed the court, does not render the class representatives antagonistic to the class as a whole. *Id.*

Although the Defendants Joint Sur-Response addressed several arguments raised by Plaintiffs in their Reply, the Defendants failed to respond to Plaintiffs’ argument that antagonism or conflict sufficient to defeat class certification must go the class as whole, and that the alleged conflict here only goes to some members of the class. Nor did the Sur-Response address, much less distinguish, *Riggs*. While *Riggs* is not controlling on this Court, in the absence of any countervailing authority, the Court finds *Riggs* persuasive. That is, in order to defeat class certification, the antagonism must be to the class as a whole. The Retirement Plan has made no such showing here.

At first glance, the Defendants’ argument, that the Plaintiffs’ claims are antagonistic to those potential class members with dependent coverage, because they will face increased contributions for their dependent coverage if retirees in the class no longer contribute, appears plausible. However, this argument fails under further scrutiny. As noted by the Plaintiffs, this

argument is premised on the notion that the only way to make up for the decreased contribution is to increase the contribution from others. The facts however, do not bear out this assumption. The Retirement Plan itself notes that there are two sources of future funding contributions to the Health Trust: active CTA employees and retirees (or their surviving spouses). Therefore, it is not a given that, if Plaintiffs prevail, those retirees without dependents will have to pay more in premiums. In short, the Defendants' contention, at this juncture, is speculative.

The Court next turns to Defendants' contention that Plaintiffs' counsel's representation of the Plaintiffs in this case is adverse to the Plaintiffs' counsel's former clients.

Rule 1.9(a) of the Illinois Rules of Professional Conduct provides that:

A lawyer who has formerly represented a client in a matter shall not thereafter represent another person in the same or substantially related matter in which that person's interests are materially adverse to the interests of the former client unless the former client gives informed consent.

Ill. R. Prof'l Conduct (2010) R. 1.9(a) (eff. Jan. 1, 2010).

The gravamen of Rule 1.9 concerns a lawyer who represented one party and subsequently changes sides in the same matter. Class Counsel has not "changed sides" within the purview of Rule 1.9. As such, the Court finds no conflict.

Last, the Defendants assert that Class Counsel's alternative argument, that even if there were a conflict, the former plaintiffs consented to the conflict, fails because the agreement that Plaintiffs' counsel relies upon, the engagement letter, does not establish informed consent to the conflict. In fact, note the Defendants, the engagement letter that the former plaintiffs' signed does not refer to the current conflict or contain the word consent. The Court having found no conflict of interest, need not address this argument.

The Court finds that Plaintiffs have established that they will fairly and adequately protect the interest of the putative class. Additionally, the Court finds that Plaintiffs' counsel has the qualification and skill to represent the class. Therefore, the Court finds that Plaintiffs have established that they will fairly and adequately protect the interests of the putative class.

As such, the Court proceeds to the fourth and final prerequisite to class certification, the appropriateness of a class action.

#### *IV. Appropriateness*

The fourth prerequisite under Section 2-801 that a plaintiff must establish to certify a class is that the class action is an appropriate method for the fair and efficient adjudication of the controversy. 735 ILCS 5/2-801(4) (West 2010). In deciding whether a class action is an appropriate method for fairly and efficiently adjudicating a controversy, a court should consider whether "the class action (1) can best secure the economies of time, effort, and expense and promote a uniformity of decision or (2) can accomplish the other ends of equity and justice that

class actions seek to obtain.” *Clark v. TAP Pharmaceutical Products, Inc.*, 343 Ill. App. 3d 538, 552 (5th Dist. 2003). Additionally, where a court finds that the movant has established the first three prerequisites of Section 2-801, the fourth prerequisite of fair and efficient adjudication is typically fulfilled as well. *Id.*

Plaintiffs argue that where, as here, the first three requirements for class certification have been satisfied, the fourth requirement may be considered fulfilled as well, citing *Ramirez v. Midway Moving & Storage, Inc.*, 378 Ill. App. 3d 51, 57 (1st Dist. 2007). This factor is also satisfied, submit Plaintiffs, because proceeding with this case as a class action is a fair and efficient way to adjudicate this case.

The Retirement Plan argues that, because Plaintiffs have failed to establish that common issues predominate or that they can adequately represent the class, Plaintiffs have failed to establish that a class action is an appropriate method for the fair and efficient adjudication of the controversy, citing *Byron Chamber of Commerce, Inc. v. Long*, 92 Ill. App. 3d 864 (2d Dist. 1981).

“[T]he basic purpose of a class action is the efficiency and economy of litigation.” *CE Design Ltd. v. C&T Pizza, Inc.*, 2015 IL App (1st) 131465, ¶ 28. As noted by Plaintiffs, and not challenged by either the Health Trust or the Retirement Plan, the proposed class consists of approximately 6,370 members. A class action is an efficient and economical way to proceed in the adjudication of this dispute. The Court finds that the Plaintiffs have met their burden in establishing the fourth requirement.

### CONCLUSION

For the foregoing reasons, the Plaintiffs’ Second Amended Motion for Class Certification is granted. The Court hereby certifies the following class:

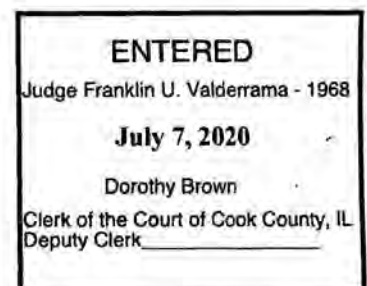
All CTA retirees who were hired on or before September 5, 2001, retired from the CTA before January 1, 2007, and were eligible for retiree health benefits on July 1, 2009.

The status date of July 8, 2020 is stricken, and this matter is set for status on August 17, 2020 at 10:00 a.m. via Zoom.

ENTERED:

/s/ Franklin U. Valderrama  
Franklin U. Valderrama  
Judge Presiding

DATED: July 7, 2020





# Exhibit 9

## Flores Declaration

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

**Jerry Williams and Larry Whitehead, )  
Individually and on Behalf of All Others )  
Similarly Situated; and Stewart F. Cooke, III, )  
as Special Representative of the Estate of )  
Stewart Cooke, )  
Plaintiffs, )**

**v.**

**Retirement Plan for Chicago )  
Transit Authority Employees; )  
Board of Trustees of the )  
Retirement Plan for Chicago )  
Transit Authority Employees; )  
Retiree Health Care Trust; and )  
Board of Trustees of the Retiree )  
Health Care Trust, )  
Defendants. )**

**Case No. 11-CH-15446  
Calendar 3**

**Hon. Cecilia A. Horan**

**DECLARATION OF HECTOR FLORES**

I, Hector Flores, hereby declares as follows:

1. I am over 18 years of age and am the Deputy Executive Director of Benefits and Operations of the Retiree Health Care Trust and the Retirement Plan for CTA Employees (“Retirement Plan”). In my role with the Retiree Health Care Trust, my responsibilities include the administration of retiree health care benefits for those Chicago Transit Authority retirees who are eligible to receive retiree health care benefits through the Retiree Health Care Trust. In that role I also work with Group Administrator, Ltd., the third-party administrator who assists in administering the retiree health care benefits. Group Administrator retains the data for the Retiree Health Care Trust regarding persons eligible to participate and their status as retired, disabled, and other designations as well as their selection and premium payments for retiree health care benefits.

In my role with the Retirement Plan, my responsibilities include the administration of pension benefits for CTA retirees.

2. Over the course of the past several months, counsel for the Retiree Health Care Trust and counsel for the Retirement Plan have asked me to make inquiries into the status of certain individuals. These inquiries have included analyzing the Retiree Health Care Trust data to determine the birth date, hire date, retirement dates, benefit eligibility dates and other similar data for individuals. It has also included determining from the data the status of individuals, such as whether the individual retired from the CTA, is on disability, or opted into an early retirement program. The inquiries have also included gathering information as to the amounts of premium paid by individuals for retiree health care benefits and surviving spouse information.

3. I have personal knowledge of the matters set forth herein based on my roles and responsibilities as the Deputy Executive Director of Operation and Benefits of the Retiree Health Care Trust and the Retirement Plan and the information I reviewed and analyzed in response to counsels' inquiries.

4. I was asked to work with Group Administrator to provide to counsel spreadsheets containing data as to the amount of premiums paid each month by all retirees who were hired by the CTA prior to September 5, 2001, and retired from the CTA prior to January 1, 2007, for their retiree health care benefits. I understand that spreadsheets covering July 1, 2009, through March 31, 2023 have been provided to the plaintiff class. Those spreadsheets were prepared and contained, to the best of my knowledge, current and accurate data as it is maintained by the Retiree Health Care Trust. It is also my understanding that the spreadsheets include current and accurate data regarding the premium amounts paid by Ethel Carter and Mary Fields.

5. I was asked to analyze the current status of Martha Turner, James Russell, and Tracey Payton. Each of these individuals are receiving disability allowances from the Retirement Plan. They are not receiving retirement benefits from the Retirement Plan.

6. Unlike retirees, persons on disability allowance have the right to return to active service with the CTA if their disability resolves and they meet CTA requirements for active employees.

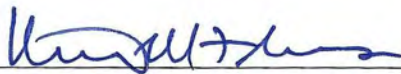
7. While a CTA retiree cannot return to active service with the CTA, nothing prevents a CTA retiree from taking a job with another employer after retirement from the CTA.

8. Retirement Plan records establish that Ms. Turner, Mr. Russell, and Ms. Payton did not retire from the CTA before January 1, 2007; each was receiving a disability allowance from the Retirement Plan on and before that date. In order to retire from the CTA and receive retirement benefits from the Retirement Plan, a CTA employee must file a retirement benefits application with the Retirement Plan and otherwise qualify for retirement benefits under the provisions of the Retirement Plan Agreement. The Retirement Plan for the CTA has no record of Ms. Turner, Mr. Russell, or Ms. Payton filing an application for retirement benefits.

9. Retirement Plan records establish that Ms. Turner, Mr. Russell, and Ms. Payton submitted applications for disability benefits to the Retirement Plan and that their applications for disability benefits were approved. Ms. Turner, Mr. Russell, and Ms. Payton continue to receive disability benefits.

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters. The undersigned certifies as aforesaid that he verily believes the same to be true.

Dated: October 6, 2023

A handwritten signature in blue ink, appearing to read "Hector Flores", written over a horizontal line.

Hector Flores

# Exhibit 10

## Retirement Plan Agreement

**RETIREMENT PLAN  
FOR  
CHICAGO TRANSIT AUTHORITY  
EMPLOYEES**

Effective June 1, 1949  
As Amended Through December 31, 2007

**Plaintiffs'  
Exhibit**  
6-26185 JB  
exhibitster.com

**RETIREMENT PLAN  
FOR  
CHICAGO TRANSIT  
AUTHORITY EMPLOYEES**

This BOOKLET is intended to describe the CURRENT provisions of the Retirement Plan for Chicago Transit Authority Employees. Original provisions of the Plan which have been amended, and provisions which are not currently or commonly applicable, are not included in the text of this BOOKLET.

**Effective June 1, 1949  
As Amended Through December 31, 2003**



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FILED DATE: 10/23/2023 11:56 AM 2011CH15446

THIS AGREEMENT, made in triplicate as of June 1, 1949, by and between CHICAGO TRANSIT AUTHORITY, a municipal corporation created by the Metropolitan Transit Authority Act of Illinois, party of the first part, and LOCALS 241 and 308 of the AMALGAMATED TRANSIT UNION, formerly known as the AMALGAMATED ASSOCIATION OF STREET, ELECTRIC RAILWAY AND MOTOR COACH EMPLOYEES OF AMERICA, party of the second part, as amended, WITNESSETH.

SECTION 1 - TITLE

- 1.1. The retirement and disability allowance plan which is the subject of this agreement shall be known as "RETIREMENT PLAN FOR CHICAGO TRANSIT AUTHORITY EMPLOYEES" and is sometimes referred to in this agreement as "this Plan" or "the Plan."

SECTION 2 - PURPOSE

- 2.1. The object of the Plan is to provide retirement allowances in case of old age or disability for the eligible employees of the Chicago Transit Authority who are represented by said party of the second part, subject to the conditions hereinafter set forth, and for other employees to whom the Plan may be later extended as herein provided, subject to the conditions herein set forth.

SECTION 3 - DEFINITIONS

- 3.1. "Authority" shall mean Chicago Transit Authority.
- 3.2. "Association" or "Amalgamated" shall mean both Local 241 and Local 308 of the Amalgamated Transit Union.
- 3.3. "Employee" for the purpose of the Plan shall consist of:
  - (1) An individual employed on June 1, 1948 or employed subsequent thereto but prior to May 16, 1980 by the Authority, receiving a regular and stated compensation from the Authority other than a retirement allowance or retainer; or
  - (2) An individual employed by the Authority who on June 1, 1948 was absent due to leave of absence, or authorized furlough (other than retirement or disability retirement) or sickness or accident, which started subsequent to September 30, 1947; or
  - (3) An individual employed by the Authority who on June 1, 1948 or thereafter, is on leave of absence because of holding office in the Association or its International Office or in the Office or International Office of any other bargaining agent representing employees of the Authority; provided, however, that if said

individual is first employed by the Authority on May 16, 1980 or thereafter, said individual has completed twelve months of continuous service with the Authority prior to commencement of the leave of absence incidental to his aforesaid union activities; or

- (4) An individual who on May 16, 1980 or thereafter is first employed by the Authority who has completed twelve months of continuous service with the Authority and who is classified by the Authority on its employment rolls as a full time permanent employee.

It is not intended to include temporary employees as defined by the Retirement Allowance Committee provided for hereinafter. Retired employees are not included, except as provided in Section 20. (Additional historical text available in Committee's files.)

- 3.4. "Effective date of the Plan" shall mean June 1, 1949.
- 3.5. "Past Service" shall mean the continuous service with the Authority, or any of its predecessor public utilities, rendered prior to the effective date of this Plan.
- 3.6. "Future Service" shall mean continuous service with the Authority from and after the effective date of this Plan.
- 3.7. "Continuous Service" means service with the Authority, or any of its predecessor public utilities from the date an individual first satisfied the description of an employee set forth in Section 3.3(1), (2), (3) or (4) and thereafter maintained unbroken employment with the Authority, provided, however, that the following shall not be considered a break in continuous service:
  - (1) Authorized leaves of absence and authorized absence because of sickness or injury.
  - (2) Time spent in the service of the armed forces for the Merchant Marine of the United States or her allies during a period of emergency, or on account of compulsory military service provided the employee has returned or returns to the service of the Authority after his honorable discharge within the period described by law, if any, notwithstanding Section 414(u) of the Internal Revenue Code. (See Rule No. 16)
  - (3) Termination of the employment of the employee by the Authority, if followed by reinstatement within three (3) years after the date of such termination (i) in the job classification occupied at the date of such termination, with seniority rights or (ii) in another job

classification, with service from date of hire prior to such termination. (Amended 11-29-94)

- (4) Periods during which no services were rendered because of strikes or lockouts.
- (5) Lay-off due to reduction in force if the lay-off occurred after 1930, and the employee was called back to work and pursuant to such recall returned to work prior to 1937. This subparagraph 5 applies only to employees who retire on or after January 1, 1956.
- (6) Other lay-off or furlough not exceeding three (3) years, unless extended by agreement of the Authority and the Association. (See Rule No. 19)
- (7) Authorized leave of absence to work in the office of the Secretary of the Retirement Allowance Committee. The employee on said leave of absence will retain and enjoy all rights, privileges, service, earning credits and benefits, including bidding rights on positions with the Authority, available to other employees of the Authority but shall be subject to the direction of the Secretary and the Committee. (Amended 12-19-83)

Provided, however, that in calculating past service and in determining eligibility (whether based on past or future service) to a minimum retirement, disability, or deferred vested allowance under this Plan, except for purposes of clause 7 above, absence for one or more of the foregoing grounds exceeding three consecutive years shall, to the extent it exceeds such three years, be deducted in computing the length of said past service, or in determining eligibility to such minimum retirement, disability, or deferred vested allowance; further provided, however, that if the entire period of an absence shall be for military service as described in clause 2 above, then only that portion, if any, of such absence exceeding four consecutive years shall be deducted in computing the length of said past service, or in determining eligibility to such minimum retirement, disability, or deferred vested allowance. (Amended 1-1-74)

- 3.8. Not currently applicable. Historical text of provision available in Committee's files.
- 3.9. "Compensation" shall mean as to future service and as to the contributions to the Fund provided for hereinafter, the total earnings paid by the Authority or by the Committee to a participating employee based on the employee's full-time permanent employment on or after the effective date of the Plan. (Amended 12-19-83) (Further Amended 11-29-94)

As to those individuals who on or after December 1, 1989 occupy full-time or part-time positions with the Association or its International Office, or

with the Office or International Office of any other bargaining agent representing employees of the Authority, "compensation" shall mean:

- (a) For such individuals in full-time positions, the total earnings paid to the individual for all service in such positions both before and after December 1, 1989, by the Association or its International Office, or by the Office or International Office of the bargaining agent representing employees of the Authority; provided that the Authority and the individual make contributions to the Plan based on such total earnings at the rates provided by Paragraph 7.1 for all service with the Association or its International Office, or with the Office or International Office of any other bargaining agent representing employees of the Authority.
- (b) For such individuals in part-time positions, the total earnings paid to the individual by the Authority or by the Committee plus the total earnings paid to the individual for service in such part-time positions both before and after December 1, 1989, by the Association or its International Office, or by the Office or International Office of the bargaining agent representing employees of the Authority; provided that the Authority and the individual make contributions to the Plan based on all of the earnings from such part-time positions at the rates provided by Paragraph 7.1.
- (c) Notwithstanding anything herein to the contrary, the compensation of any individual occupying a position with an International Office, determined and to be taken into account under this paragraph as attributable to such position, shall not exceed the compensation similarly attributable to the highest paid full-time position or comparable part-time position with the Local of the Association or other local bargaining agent with which the officer was associated. (Amended 9-26-90)

"Average Annual Compensation" shall be determined as follows:

- (a) For those employees for whom the effective date of retirement is prior to 3-1-82 "Average Annual Compensation in the highest five (5) Completed Plan Years" shall mean that amount determined by dividing by five (5) the total Compensation as defined herein, of the employee in those five (5) Plan Years within the ten (10) Plan Years immediately prior to his normal retirement date (or, if earlier, the effective date of retirement) in which his Compensation was greatest. (Amended 1-1-71)
- (b) For those employees for whom the effective date of retirement is 3-1-82 or thereafter "Average Annual Compensation in the highest four (4) Completed Plan Years" shall mean that amount

determined by dividing by four (4) the total Compensation, as defined herein, of the employee in those four (4) Plan Years within the ten (10) Plan Years immediately prior to his retirement date in which his Compensation was greatest. (Amended 9-22-87)

- (c) For those employees for whom the effective date of retirement is after September 26, 1990, the Committee, upon good cause shown to its satisfaction, may substitute those four (4) Plan Years during an employee's employment in which his compensation was greatest, in lieu of the four (4) Plan Years within the ten (10) Plan Years immediately prior to the employee's retirement date in which his compensation was greatest, for the determination of the employee's "Average Annual Compensation". (Amended 9-26-90)

(Additional historical text available in Committee's files.)

- 3.10. "Committee" shall mean the Retirement Allowance Committee described hereafter.
- 3.11. "Fund" shall mean the moneys and property due to or in the hands of the Trustee including payments by the employees and the Authority plus the income or other proceeds from investments, less disbursements for benefits and expense.
- 3.12. "Trustee" shall mean the bank or trust corporation selected to administer the Fund.
- 3.13. The Plan Year shall be the calendar year for all computations herein provided, except that for the purpose of computing employee compensation from the Authority, the plan year shall be the Authority's fiscal payroll period which approximates the calendar year. (Amended 5-16-80)
- 3.14. The masculine pronoun wherever used shall include the feminine pronoun, in the singular, and the plural.

**SECTION 4 - PARTICIPATION IN THE PLAN**

- 4.1. Subject to Paragraph 4.2., all employees, as defined above, shall come under this Plan and continue as contributing employees so long as they are in the employ of the Authority in an occupation or position to which this agreement applies or may hereafter be made to apply.
- 4.2. This agreement shall apply, in the first instance, only to the employees represented by said party of the second part; it may be made applicable to other employees or groups of employees of the Authority by agreement between the Authority and such other employees, either individually or

when represented by a bargaining agent, then with such bargaining agent.  
(See Appendices A, B and C)

4.3. Notwithstanding any provision in this Plan to the contrary, an individual who was employed by the Authority and was terminated by the Authority or was constructively discharged and who subsequently is reinstated as a result of a grievance procedure finding, arbitration award, court order, or a settlement agreement between the individual and the Authority shall participate under this Plan provided the individual satisfies the provisions of the Plan in regard to eligibility to participate. The individual's continuous service with the Authority shall include the period of continuous service with the Authority prior to the termination of his employment, the period from termination of employment until reinstatement as may be specified and required by such grievance procedure finding, arbitration award, court order or settlement agreement, and the period of continuous service after reinstatement, provided that:

- (1) The finding, award, order, or agreement sets forth the period of time to be so taken into account as continuous service under the Plan and such period of time is consistent, in the judgment of the Committee in its discretion, with the facts of the individual's actual employment with the Authority and the other provisions of the finding, award, order or agreement;
- (2) The amount of the total financial award to the individual set forth in the finding, award, order or agreement regardless of how described therein shall be considered as Compensation for Plan purposes allocated in equal monthly installments over the period between termination of employment and reinstatement subject to the right of the Committee in its discretion to determine that said compensation is consistent with the facts of the matter in dispute;
- (3) Contributions are made to the Plan treating the amount of the financial award specified in the finding, award, order, or agreement as Compensation from the Authority for the period of time to be taken into account as continuous service with both the individual and the Authority making their respective contributions as called for by the Plan unless the finding, award, order, or agreement provides that the contributions to the Plan, as called for by the Plan, are to be otherwise allocated between the individual and the Authority; and
- (4) The finding, award, order, or agreement shall not be given effect with regard to any such period of time or compensation if the Committee in its sole discretion determines that such action has the potential to cause the Plan to fail to satisfy any of the requirements of Section 401(a) of the Internal Revenue Code of 1986 or the regulations thereunder applicable to the Plan.

The Committee's determinations under this Paragraph shall be conclusive and binding on all parties. (Amended 11-29-94)

- 4.4 Bargaining unit members may participate in the CTA 401k program but must continue to participate in this Plan.
- 4.5 CTA non vested/non-bargained for employees may voluntarily opt out of this Plan and/or participate in such other plans as the CTA may offer.
- 4.6. The Authority shall have the right to establish, in addition to this Plan, one (1) or more retirement plans as provided for in § 22-101 of the Illinois Pension Code.
- 4.7 Effective December 12, 1994, notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code.

#### SECTION 5 - RETIREMENT ALLOWANCE COMMITTEE

- 5.1. A committee shall be established to be known as the "Retirement Allowance Committee." Said committee shall consist of ten (10) members. Five (5) members shall be appointed by the Chicago Transit Board and said Board shall have the right at any time and for any period to replace any member appointed by it. Three (3) members shall be appointed by Local 241 of the Amalgamated Transit Union, one (1) member shall be appointed by Local 308 of the Amalgamated Transit Union, and each Local shall have the right at any time and for any period to replace any member appointed by it, and one (1) member shall be appointed to represent the employees who are not represented by the Association for the purpose of collective bargaining with the Authority, and be appointed by them or their representatives. The absence of employee contributions under Paragraph 7.1 shall in no way affect the continued participation of Locals 241 and 308 in the administration of the Plan as provided for herein. (Amended 12-1-84)
- 5.2. All members of the Committee shall have alternates who shall be appointed in the same manner provided in Paragraph 5.1. A majority of the members of each unit as defined in Paragraph 5.4 shall constitute a quorum.
- 5.3. The Committee shall select from its membership a Chairman. All members of the Committee shall serve without compensation. (Amended 11-29-94)
- 5.4. The members appointed by the Chicago Transit Board shall vote as a unit. The members appointed by the Association and the other employees, respectively, shall also vote as a unit. Unit vote shall be determined by a



majority of the members of each unit. A concurrence of the two units shall be final and binding upon all interested parties. In the event of a tie vote, the question or questions in issue shall be submitted to arbitration upon demand of either party.

The Board of Arbitration shall consist of three (3) persons, one (1) to be selected by the Chicago Transit Board, the other by the Association, and these two (2) persons shall select a third disinterested person. The Board of Arbitration shall have the power to render a final and binding award by a majority vote on matters submitted to it for arbitration. The expense of the neutral person, as well as the joint expenses incidental to his activities shall be borne by the Fund.

5.5. The Executive Director of the Committee shall act upon all routine matters in connection with the administration of the Plan and shall keep a record of the proceedings of the Committee. (Amended 11-29-94)

5.6. The Committee shall have power:

- (1) to make and enforce such rules and regulations consistent with the provisions of this agreement as in its opinion may be necessary, or desirable, for the carrying out of its duties, and for the efficient administration of the Plan;
- (2) to decide any question arising in the administration, interpretation and application of this Plan;
- (3) to determine, according to the provisions herein set forth, the eligibility of an employee for old-age retirement and disability allowance under this Plan and, if eligible, his rights hereunder;
- (4) to certify to the Trustee the name of each employee eligible for a refund or old-age retirement or disability allowance and the amount payable to him and to rescind such certification in accordance with the provisions of this Plan;
- (5) to approve or deny any application for an optional form of payment or retirement allowances, and to formulate rules with respect to the election of, and payments under, any such optional form of payment, which rules, however, shall not be inconsistent with the provisions of this Plan. (Amended 1-1-71)

5.7. All employees designated to work in the office of the Committee shall be on leave of absence from the Authority to the Retirement Allowance Committee as provided by Section 3 - Paragraph 3.7(7), 3.8 and 3.9 (Amended 11-29-94). The Committee may employ from time to time such legal and other experts as it may deem necessary. (Amended 12-19-83)

- 5.8. The Committee shall hold meetings at such times as it shall determine, but not less than one (1) meeting each month. It shall make an annual report to the Authority and the Association, and shall make such other reports of the operation of the Plan as it shall deem necessary. At least once a year the Committee shall have an audit made of the funds forwarded to, disbursed and held by the Trustee by a recognized firm of certified public accountants. A statement of the results of such audit shall be forwarded to the Authority and the Association and the duly appointed representatives of any other employees.
- 5.9. All necessary expenses incurred by the Committee shall be certified by the Committee to, and paid by, the Trustee out of the funds held by it.
- 5.10. Members of the Committee shall not be personally liable for any act done by them in performance of their duties as members of the Committee and shall be indemnified by the Fund against any and all liability and expenses reasonably incurred in connection with any action to which they may be party by reason of their membership in the Committee, provided, however, that the foregoing shall not apply to any member who shall be adjudged guilty of misconduct.
- 5.11. The Committee shall have an annual actuarial valuation prepared for the Plan by the actuary retained by the Committee, subject to the following:
- (1) Effective January 1, 1993, the annual investment return assumption will be increased from 8.25% to 9%, and the salary increase assumption will be increased from 5% to 5.5%. The non-economic assumptions will be modified to the extent deemed appropriate by the Plan's actuary.
  - (2) Effective January 1, 1993, the amortization period for unfunded past service liabilities will be increased from 30 to 40 years.
  - (3) Effective January 1, 1993, the Plan's adjusted asset value for funding purposes will be reestablished to equal the market value of the assets of the Fund. With respect to actuarial valuations effective January 1, 1994, and each year thereafter, the valuation method used for funding purposes in the years immediately preceding January 1, 1993 will be reemployed, based on the asset value established effective January 1, 1993. (Amended 8-2-93)
  - (4) Effective January 1, 2000, the Plan's adjusted asset value for funding purposes will be re-established to equal the market value of the assets of the Fund.
  - (5) Effective January 1, 2001, and each year thereafter, the valuation method used for funding purposes in the years immediately

preceding January 1, 2000 will be reemployed, based on the asset value established effective January 1, 2000.

- (6) Effective January 1, 2000, the actuarial cost method will be changed from the Entry Age Normal Cost Method to the Projected Unit Credit Cost Method.

#### SECTION 6 - RECORDS

- 6.1. The Authority shall keep all records, compile all data, accept all written communications from participating employees and their beneficiaries addressed to the Committee and submit such communications to the Committee for processing in accordance with the provisions of this Plan, so far as its employees are concerned. The actual cost and expense to the Authority in performing such duties shall be certified by the Authority to the Committee and upon approval by the Committee shall be paid by the Trustee out of the Fund.
- 6.2. The Committee shall have the right at all times to call for additional information concerning any or all applications forwarded to the Committee and to examine all records or data pertaining to the Plan.

#### SECTION 7 - CONTRIBUTIONS TO THE FUND

- 7.1. Except as limited by Paragraph 9.3 hereof the contributions of the Authority and of the employee shall be the stated percentage of compensation effective with the first payroll respectively for the periods indicated below:

Effective the first full pay period commencing on or after January 1, 1994, no contributions to the Retirement Fund shall be required of either the Authority or employees until the first full payroll period commencing on or after March 1, 1995. (Amended 8-2-93)

Effective the first full payroll period commencing on or after March 1, 1995, the Authority's contribution to the Fund shall be 2% of total compensation and employees shall contribute 1% of total compensation to the Fund. (Amended 8-2-93)

Effective the first full payroll period commencing on or after December 1, 1995, the Authority's contribution to the Fund will be increased from 2% to 6% of total compensation and the employee contribution rate will be increased from 1% to 3% of total compensation. (Amended 8-2-93)

Effective for the period from January 1, 1996 through December 31, 1999, the Authority in its discretion shall designate a maximum of six (6) calendar months within such period, which may but shall not be required to be consecutive or in any year or in one or more years, with respect to

which no contributions to the Fund will be required of the Authority or employees. (Amended 12-23-97)

Notwithstanding any other provision of the Plan to the contrary, no contributions to the Fund will be required of the Authority or employees with respect to 1996 bonuses paid to employees pursuant to the provisions of the Collective Bargaining Agreement between the parties; and such bonuses paid to employees shall be included as part of the employees' compensation as defined in Paragraph 3.9 regardless of not being subject to contribution requirements as provided herein. (Amended 12-23-97)

(Additional historical text available in Committee's files.)

- 7.2. The contributions by all participating employees receiving compensation from the Authority shall be made by means of deductions on each pay-day.
- 7.3. Officers and representatives of the Association or its International Office, whether in full-time or part-time positions, who are employees of the Authority on leave of absence, shall transmit their contributions each month to the Authority, except insofar as any part thereof has been deducted under Paragraph 7.2. The contributions for the Employees provided herein are subject to the foregoing amendment to Section 7.1 hereof. (Amended 3-1-82)
- 7.4. The total contributions of the employees and the Authority shall be forwarded by the Authority to the Trustee not later than the end of each month for all contributions made as to pay periods ending in the preceding month.
- 7.5. All payments and benefits provided for in this Plan (including the Supplemental Benefits provided in Section 22 hereof) shall be made from the Fund and there shall be no obligation on the part of the Authority or the employees to provide for payments of benefits from any other source; and there shall be no liability on the Authority or employees to make any contributions other than those specified in Paragraph 7.1 and Paragraph 21.1(1) and Paragraph 22.2 hereof.
- 7.6. The contributions required of employees pursuant to this Section 7 shall be picked up (within the meaning of Section 414(h)(2) of the Internal Revenue Code of 1986, as amended) by the Authority. Said contributions, although designated as employee contributions for determining employee rights under the Plan, shall be paid by the Authority in lieu of contributions by the employees. Said contributions shall be picked up pursuant to Paragraph 7.2 by a reduction in compensation paid by the Authority and shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of 1986 as amended. An employee shall not have the option of choosing to receive these contributions directly

instead of having them paid by the Authority to the Plan. Picked-up employee contributions shall be included in the term "total earnings."

#### SECTION 8 - RETIREMENT ALLOWANCE

8.1. An employee retiring at the normal or later retirement date as set out in Section 9 shall receive an annual retirement allowance paid in equal monthly installments for life which shall be computed according to the following formula:

- (1) As to an employee who first becomes entitled to a retirement allowance commencing on or after November 30, 1989, the retirement allowance shall be the amount determined in accordance with the following formula:
  - (a) One percent (1%) of his "Average Annual Compensation in the highest four (4) completed Plan Years" for each full year of continuous service from the date of original employment to the effective date of the Plan; plus
  - (b) One and seventy-five hundredths percent (1.75%) of his "Average Annual Compensation in the highest four (4) completed Plan Years" for each year (including fractions thereof to completed calendar months) of continuous service (i) from and after the effective date of the Plan and prior to his normal retirement date or, (ii) if the employee retires at a later date than his normal retirement date in accordance with Paragraph 9.2, from and after the effective date of the Plan and prior to the date he actually retires subject to limitation by Paragraph 9.3. (Amended 9-22-87).

Provided, however that:

- (2) As to an employee who first becomes entitled to a retirement allowance commencing on or after January 1, 1993, the retirement allowance shall be the amount determined in accordance with the following formula:
  - (a) One percent (1%) of his "Average Annual Compensation in the highest four (4) completed Plan Years" for each full year of continuous service from the date of original employment to the effective date of the Plan; plus
  - (b) One and eighty hundredths percent (1.80%) of his "Average Annual Compensation in the highest four (4) completed Plan Years" for each year (including fractions thereof to completed calendar months) of continuous

service (i) from and after the effective date of the Plan and prior to his normal retirement date or, (ii) if the employee retires at a later date than his normal retirement date in accordance with Paragraph 9.2, from and after the effective date of the Plan and prior to the date he actually retires subject to limitation by Paragraph 9.3.

Provided, however that:

- (3) As to an employee who first becomes entitled to a retirement allowance commencing on or after January 1, 1994, the retirement allowance shall be the amount determined in accordance with the following formula:
  - (a) One percent (1%) of his "Average Annual Compensation in the highest four (4) completed Plan Years" for each full year of continuous service from the date of original employment to the effective date of the Plan; plus
  - (b) One and eighty-five hundredths percent (1.85%) of his "Average Annual Compensation in the highest four (4) completed Plan Years" for each year (including fractions thereof to completed calendar months) of continuous service (i) from and after the effective date of the Plan and prior to his normal retirement date or, (ii) if the employee retires at a later date than his normal retirement date in accordance with Paragraph 9.2, from and after the effective date of the Plan and prior to the date he actually retires subject to limitation by Paragraph 9.3. (Amended 8-2-93)

(Additional historical text available in Committee's office.)

Provided, however that:

- (4) As to an employee who first becomes entitled to a retirement allowance commencing on or after January 1, 2000, the retirement allowance shall be the amount determined in accordance with the following formula:
  - (a) One percent (1%) of his "Average Annual Compensation in the highest four (4) completed Plan Years" for each full year of continuous service from the date of original employment to the effective date of the Plan; plus
  - (b) Two percent (2%) of his "Average Annual Compensation in the highest four (4) completed Plan

Years" for each year (including fractions thereof to completed calendar months) of continuous service (i) from and after the effective date of the Plan and prior to his normal retirement date or, (ii) if the employee retires at a later date than his normal retirement date in accordance with Paragraph 9.2, from and after the effective date of the Plan and prior to the date he actually retires subject to limitation by Paragraph 9.3.

Provided, however that:

- (5) As to an employee who first becomes entitled to a retirement allowance commencing on or after January 1, 2001, the retirement allowance shall be the amount determined in accordance with the following formula:
  - (a) One percent (1%) of his "Average Annual Compensation in the highest four (4) completed Plan Years" for each full year of continuous service from the date of original employment to the effective date of the Plan; plus
  - (b) Two and fifteen hundredths percent (2.15%) of his "Average Annual Compensation in the highest four (4) completed Plan Years" for each year (including fractions thereof to completed calendar months) of continuous service (i) from and after effective date of the Plan and prior to his normal retirement date or, (ii) if the employee retires at a later date than his normal retirement date in accordance with Paragraph 9.2, from and after the effective date of the Plan and prior to the date he actually retires subject to limitation by Paragraph 9.3.

Provided, however that:

- (6) The Plan for the 2001 plan year met or exceeded the actuarial assumptions agreed to by the Authority and the Association and set forth in the Plan and the Plan as of January 1, 2002 has a Funded Ratio of at least 86.47% or more, as to an employee who first becomes entitled to a retirement allowance commencing on or after January 1, 2002, the retirement allowance shall be the amount determined in accordance with the following formula:
  - (a) One percent (1%) of his "Average Annual Compensation in the highest four (4) completed Plan Years" for each full year of continuous service from the date of original employment to the effective date of the Plan; plus

- (b) Two and thirty hundredths percent (2.30%) of his "Average Annual Compensation in the highest four (4) completed Plan Years" for each year (including fractions thereof to completed calendar months) of continuous service (i) from and after the effective date of the Plan and prior to his normal retirement date or, (ii) if the employee retires at a later date than his normal retirement date in accordance with Paragraph 9.2, from and after the effective date of the Plan and prior to the date he actually retires subject to limitation by Paragraph 9.3

Provided, however that:

- (7) The Plan for the 2001 and 2002 plan years on an aggregate basis met or exceeded the actuarial assumptions agreed to by the Authority and the Association and set forth in the Plan and the Plan as of January 1, 2003 has a Funded Ratio of at least 84.99% or more, as to an employee who first becomes entitled to a retirement allowance commencing on or after January 1, 2003, the retirement allowance shall be the amount determined in accordance with the following formula:
  - (a) One percent (1%) of his "Average Annual Compensation in the highest four (4) completed Plan Years" for each full year of continuous service from the date of original employment to the effective date of the Plan; plus
  - (b) Two and forty hundredths percent (2.40%) of this "Average Annual Compensation in the highest four (4) completed Plan Years" for each year (including fractions thereof to completed calendar months) of continuous service (i) from and after the effective date of the Plan and prior to his normal retirement date, or (ii) if the employee retires at a later date than his normal retirement date in accordance with Paragraph 9.2, from and after the effective date of the Plan and prior to the date he actually retires subject to limitation by Paragraph 9.3.

For the purposes of subparagraphs (6) and (7) of this Paragraph, the Funded Ratio shall be the Adjusted Assets divided by the Actuarial Accrued Liability developed in accordance with Statement #25 promulgated by the Government Accounting Standards Board and the actuarial assumptions described in the Plan. The Adjusted Assets will be calculated based on the methodology described in the Plan.



- 8.2. If the employee has had twenty (20) years of continuous service and has attained the age of sixty-five (65) years or more such allowance shall be not less than:
  - (a) One-Hundred Eighty-Five Dollars (\$185.00) per month if he shall first become entitled to a retirement allowance commencing after the month of December, 1972. (Amended 1-1-71)
- 8.3. Effective January 1, 2000 the old-age retirement allowance provided for in this section shall in no event be in excess of seventy (70.0) per cent of the employee's average annual compensation in the highest four (4) completed plan years as defined in Paragraph 3.9. No employee shall be eligible to receive a retirement allowance unless he shall have been employed for at least three (3) years of continuous service, as above defined.

SECTION 9 - NORMAL RETIREMENT DATE

- 9.1. The normal retirement date shall be the first day of the month following the employee's sixty-fifth (65th) birthday.
- 9.2. Effective on and after January 1, 1988, any employee who has attained the normal retirement date may retire on said date or upon any later date selected by the employee. Upon retirement, the individual shall be entitled to such retirement allowance for life as provided in the Plan. (Amended 9-22-87)
- 9.3. If any employee continues in the service of the Authority after attainment of the normal retirement date, the old-age retirement allowance payable to such employee shall not commence until after his actual retirement.

An employee who continues employment after his normal retirement date but who does not continue in the service of the Authority after January 1, 1988 shall not make the contributions prescribed in Section 7 nor shall the Authority make any contributions with respect to the compensation of such employee for employment after his normal retirement date. If such employee reaches age sixty-five (65) after the effective date of the Plan, he shall receive no credit under Paragraph 8.1(1)(b), 8.1(2)(b), 8.1(3)(b), 8.1(4)(b), 8.1(5)(b), 8.1(6)(b), 8.1(7)(b) or 8.1(8)(b) for any service after age sixty-five (65).

An employee who continues employment after his normal retirement date and who continues in the service of the Authority after January 1, 1988 shall make the contributions prescribed in Section 7 for payroll periods beginning on or after January 1, 1988, and the Authority shall make contributions with respect to the compensation of such employee paid on or after January 1, 1988 as prescribed in Section 7. Such employee shall receive credit under Paragraph 8.1(2)(b), 8.1(7)(b) or 8.1(8)(b) for service

after age sixty-five (65) only for service completed subsequent to December 31, 1987. (Amended 9-22-87)

Notwithstanding anything herein to the contrary, an employee who reached age sixty-five (65) prior to January 1, 1988 and continued employment after his normal retirement date, and who continues in the service of the Authority on or after June 1, 1992, shall receive credit under Paragraph 8.1(2)(b) or 8.1(8)(b) for service after age sixty-five (65) which was completed prior to January 1, 1988, provided that the employee makes payment to the Plan of the amount of contributions which would have been payable by the employee under Paragraph 7.1 with respect to the compensation of such employee for such service. If such employee makes such payment in order to receive credit for such service, the Authority shall contribute an amount equal to the contributions which would have been payable by the Authority under Paragraph 7.1 with respect to the compensation of the employee for the service. (Amended 11-29-94)

#### SECTION 10 - EARLY RETIREMENT

10.1. Any employee in good standing may retire voluntarily on or after January 1, 1984 and after he

- (a) Has attained the age of fifty-five (55) years and shall have been employed for at least (3) years of continuous service, or
- (b) Has completed twenty-five (25) years or more of continuous service. (Amended 12-19-83)

whereupon said retired employee shall receive an old-age retirement allowance for life reduced in accordance with Paragraph 10.2.

An employee who is qualified for retirement will have the opportunity to retire in cases where management has just cause for discharge, except where the basis for discharge involved conduct for which the employee is convicted of a felony. (Amended 9-22-87)

10.2. Effective September 5, 2001, in the event of such early retirement after the month of December, 1983, the employee shall receive his earned retirement allowance, computed at and up to such early retirement date, reduced by five percent (5%) for each full year or fraction thereof below age sixty-five (65); provided, however, that for an employee first hired on or before September 5, 2001, the employee's earned retirement allowance computed at and up to such early retirement date shall not be reduced if he shall retire on or after the 1st day of the month after the completion of twenty-five (25) or more years of continuous service, provided further that, for an employee first hired after September 5, 2001, the employee's earned retirement allowance computed at and up to such early retirement date shall not be reduced if he shall retire on or after the 1st day of the month

after the completion of twenty-five (25) or more years of continuous service and having attained age 55.

- 10.3. Not currently applicable. Historical text of provision available in Committee's files.
- 10.4. The provisions of this Paragraph 10.4 incorporate into the Plan the provisions of Part VIII.L. of the Interest Arbitration Award of December 23, 1993 and shall be interpreted and administered by the Committee consistent with said provisions of the Interest Arbitration Award, and may be collectively referred to as the "Voluntary Early Retirement Incentive Program."

Subject to the terms of this Paragraph 10.4, in lieu of retirement under any other provision of the Plan, an employee who has completed twenty-five (25) years or more of continuous service on or before December 31, 1995, and who has not retired prior to January 1, 1994, may elect to voluntarily retire as follows:

- (a) An employee who has twenty-five (25) years or more of continuous service on or before July 31, 1994 must submit an election to retire under this Paragraph 10.4 during the period from January 1, 1994 to July 31, 1994.
- (b) An employee who first obtains twenty-five (25) years of continuous service on or after August 1, 1994, and prior to or on December 31, 1995, must submit an election to retire under this Paragraph 10.4 during the period from August 1, 1994 to February 28, 1995.

An employee eligible to elect voluntary retirement under this Paragraph 10.4 who fails to make an election during the applicable period specified in (a) or (b) above shall not be entitled to make any election to voluntarily retire and to receive the benefits provided under this Paragraph 10.4.

An employee must file an election under this Paragraph 10.4 with the Authority in writing on the form or forms provided by the Authority, including any waivers which the Authority may require. All elections must be submitted and will be subject to approval by the Authority subject to such rules and procedures as the Authority may promulgate.

The Authority has sole discretion and right to determine the timing for, and number of, employees allowed to retire each month under this Paragraph 10.4, subject to such criteria and methodology as the Authority may promulgate; provided that all eligible employees making valid elections under this Paragraph 10.4 shall be allowed to retire as soon as possible but not later than December 31, 1995.

An employee retiring under this Paragraph 10.4 at the retirement date determined by the Authority, as provided for herein, shall receive an annual retirement allowance paid in equal monthly installments for life which shall be equal to two and five hundredths percent (2.05%) of his "Average Annual Compensation in the highest four (4) completed Plan Years" for each year (including fractions thereof to completed calendar months) of continuous service (i) from and after the effective date of the Plan and prior to his normal retirement date or, (ii) if the employee retires at a later date than his normal retirement date in accordance with Paragraph 9.2, from and after the effective date of the Plan and prior to the date he actually retires subject to limitation by Paragraph 9.3.

The retirement allowance provided for in this Paragraph 10.4 shall in no event be in excess of sixty-six and five-tenths percent (66.5%) of the employee's average annual compensation in the highest four (4) completed plan years as described in Paragraph 3.9.

For purposes of calculating retirement allowances under this Paragraph 10.4, notwithstanding anything to the contrary in Paragraph 3.9 of the Plan, an employee may elect to use the employee's total Compensation, as defined in the Plan, in the calendar year in which the employee retires in the determination of "Average Annual Compensation in the highest four (4) Completed Plan Years" as provided for under Paragraph 3.9.

Notwithstanding anything in this Paragraph 10.4 to the contrary, an employee otherwise eligible to elect to retire under Paragraph 10.4, but who applied to retire prior to January 1, 1994 and thereafter did not retire but revoked such retirement application prior to January 31, 1994, may elect to voluntarily retire under this Paragraph 10.4. (Amended 12-23-93)

- 10.5. The provisions of this Paragraph 10.5 incorporate into the Plan the provisions of the Collective Bargaining Agreement and shall be interpreted and administered by the Committee consistent with said provisions of the Collective Bargaining Agreement, and may be collectively referred to as the "1997 Voluntary Early Retirement Incentive Program."

Subject to the terms of this Paragraph 10.5, in lieu of retirement under any other provision of the Plan, an employee who has completed twenty-five (25) years or more of continuous service on or before December 31, 1999, and who has not retired prior to January 1, 1997, may elect to voluntarily retire as follows:

- (a) An employee who has twenty-five (25) years or more of continuous service on or before June 30, 1997 must submit an election to retire under this Paragraph 10.5 during the period from March 1, 1997 to June 30, 1997.

- (b) An employee who first obtains twenty-five (25) years of continuous service on or after July 1, 1997, and prior to or on December 31, 1999, must submit an election to retire under this Paragraph 10.5 during the period from July 1, 1997 to February 28, 1998.

An employee eligible to elect voluntary retirement under this Paragraph 10.5 who fails to make an election during the applicable period specified in (a) or (b) above shall not be entitled to make any election to voluntarily retire and to receive the benefits provided under this Paragraph 10.5.

An employee must file an election under this Paragraph 10.5 with the Authority in writing on the form or forms provided by the Authority, including any waivers which the Authority may require. All elections must be submitted and will be subject to approval by the Authority subject to such rules and procedures as the Authority may promulgate.

The Authority has sole discretion and right to determine the timing for, and the number of, employees allowed to retire each month under this Paragraph 10.5, subject to such criteria and methodology as the Authority may promulgate; provided that all eligible employees making valid elections under this Paragraph 10.5 shall be allowed to retire as soon as possible but not later than December 31, 1999.

An employee retiring under this Paragraph 10.5 at the retirement date determined by the Authority, as provided for herein, shall receive an annual retirement allowance paid in equal monthly installments for life which shall be equal to two and four tenths percent (2.40%) of his "Average Annual Compensation in the highest four (4) completed Plan Years" for each year (including fractions thereof to completed calendar months) of continuous service (i) from and after the effective date of the Plan and prior to his normal retirement date or, (ii) if the employee retires at a later date than his normal retirement date in accordance with Paragraph 9.2, from and after the effective date of the Plan and prior to the date he actually retires subject to limitation by Paragraph 9.3.

The retirement allowance provided for in this Paragraph 10.5 shall in no event be in excess of seventy percent (70%) of the employee's average annual compensation in the highest four (4) completed plan years as described in Paragraph 3.9.

For purposes of calculating retirement allowances under this Paragraph 10.5, notwithstanding anything to the contrary in Paragraph 3.9 of the Plan, an employee may elect to use the employee's total compensation, as defined in the Plan, in the calendar year in which the employee retires in the determination of "Average Annual Compensation in the highest four (4) Completed Plan Years" as provided for under Paragraph 3.9.

Notwithstanding anything in this Paragraph 10.5 to the contrary, an employee otherwise eligible to elect to retire under Paragraph 10.5, but who applied to retire effective January 1, 1997 and thereafter did or did not retire but revoked such retirement or retirement application prior to February 28, 1997, may elect to voluntarily retire under this Paragraph 10.5; subject to the right of the Authority to require the employee, by delivery of notice to the employee prior to March 1, 1997, to accept a later scheduled retirement date determined by the Authority as provided under this Paragraph 10.5.

Notwithstanding anything in Paragraphs 13.2 or 15.9 to the contrary, in the case of an employee eligible to elect and who elects voluntary retirement under this Paragraph 10.5 by filing the written election required by the Authority hereunder:

- (1) in the event of such employee's death (i) prior to the employee's retirement date as scheduled by the Authority hereunder and (ii) at a time when the employee's surviving spouse is eligible and entitled to receive the spouse's retirement allowance provided by Paragraph 15.9, the amount of such retirement allowance to be paid to such surviving spouse shall be determined utilizing the benefit formula percentage of 2.40% provided for under this Paragraph 10.5; and
- (2) at the time of submitting his or her election to voluntarily retire under Paragraph 10.5, such employee may make an irrevocable election of one of the retirement allowances of equivalent actuarial value specified in Paragraph 13.2 to apply (i) to the payment of the employee's retirement allowance commencing upon the retirement of the employee as scheduled by the Authority hereunder and (ii) in the event of such employee's death prior to the employee's retirement date as scheduled by the Authority hereunder for purposes of determining the form of payment, in lieu of Option A one-half ( $\frac{1}{2}$ ), of the surviving spouse's retirement allowance to be provided pursuant to Paragraph 15.9. (Amended 12-23-97)

#### SECTION 11 - VESTING OF RETIREMENT ALLOWANCE

- 11.1. An employee who, on or after January 1, 1974, becomes separated from the service of the Authority (other than by death) after he has completed ten (10) or more years of continuous service and prior to his eligibility for a retirement allowance pursuant to Section 8, Section 10 or Section 12 hereof, shall be entitled to a deferred vested old-age retirement allowance as hereinafter provided. (See Rule No. 22)
- 11.2. A former employee as described in Paragraph 11.1 shall be entitled to a deferred vested old-age retirement allowance only if he shall elect not to

receive the refund of his contributions, with interest, as otherwise provided under Paragraph 15.2 hereof. If the former employee shall subsequently rescind such election at any time prior to the commencement of payment of his allowance, then there shall be payable to him an amount as provided by Paragraph 15.2 hereof-which payment shall be in lieu of all further rights to a deferred vested old-age retirement allowance. The election required by this paragraph and, if applicable, the rescission thereof, shall be in writing on a properly executed form provided for that purpose and filed with the Committee. Notwithstanding the foregoing provisions of this Paragraph 11.2, if the former employee shall die prior to the commencement of payment of his deferred vested old-age retirement allowance, the refund of his contributions shall be made as otherwise provided in Paragraph 15.2.

- 11.3. The monthly amount of deferred vested old-age retirement allowance shall be computed in the manner provided in Paragraph 8.1 above, as in effect on the date the employee's continuous service ends, based on the period of his continuous service and his compensation to such date.
- 11.4. Application for commencement of payment of the deferred vested old-age retirement allowance shall be filed with the Secretary not earlier than ninety (90) days prior to the former employee's sixty-fifth (65th) birthday. Payment of the deferred vested retirement allowance to a former employee who remains eligible therefore shall be payable monthly commencing with the month next following the month in which the former employee (i) attains age sixty-five (65) or (ii) files the application for commencement of payments, whichever last occurs, and shall be continued to be paid through the month in which his death occurs. In no event shall retroactive payments be made with respect to the month in which the application is filed with the Secretary or any previous month.
- 11.5. Notwithstanding any other provision hereof, no benefits shall be payable pursuant to Paragraph 15.7 in respect of a former employee receiving a deferred vested old age retirement allowance.
- 11.6. If a former employee entitled to a deferred vested old-age retirement allowance shall be re-employed by the Authority as a new employee (i.e., he is not reinstated within the terms of Paragraph 3.7 (3)), he shall retain the right to the deferred vested old-age retirement allowance as described in this Section 11 in addition to any allowance to which he may become entitled under the Plan attributable to his period of re-employment.

#### SECTION 12 - DISABILITY ALLOWANCE

- 12.1. Any employee who, after the effective date of the Plan shall become disabled (as defined below) from performing his duties and from following his regular employment with the Authority due to an occupational or non-occupational accident or sickness before becoming eligible for an

old-age retirement allowance in accordance with Section 9 hereof, shall be entitled to a monthly disability allowance from the beginning of such disability, provided, however, that:

- (a) As to an employee who first became disabled prior to the month of January, 1971, he had been, at the time of becoming so disabled, in continuous service for ten (10) years or more; or
- (b) As to an employee who first became disabled on or after January 1, 1971, he has been, at the time of becoming so disabled:
  - (i) for non-occupational injuries or illnesses, in continuous service for ten (10) years or more; or
  - (ii) for occupational injuries or illnesses covered under the Workmen's Compensation Act, in continuous service for five (5) years or more. (Amended 1-1-71)

An employee is disabled from performing his duties and from following his regular employment with the Authority when he is unable to return to his regular duties and has received benefits for a particular disability for twenty-six (26) weeks under the Authority's Group Accident and Sickness Insurance or from the Authority under the Workmen's Compensation Act. (Amended 11-29-94) (See Rule No. 1)

He shall not be entitled to receive any disability allowance for any period for which he, although unable to return to his regular duties, refuses to accept other work offered by the Authority which, in the judgment of a physician duly selected by the Committee, he is capable of performing and which pays not less than eighty percent (80%) of the earnings which would have accrued to him if he had been currently employed in the job classification last held by him with the Authority. (Amended 9-26-90)

No employee shall receive a disability benefit under this Section 12 at the same time that he receives a retirement allowance under Section 8 or 10 hereof. (See Rule No. 15)

12.2. The monthly disability allowance shall be computed in the manner provided in Section 8 above, and shall not be less than the following sum, provided that in no event shall it be more than the maximum specified in Paragraph 8.3 hereof:

- (a) Four Hundred Dollars (\$400.00) per month, if he shall become entitled to a retirement allowance commencing after December, 1983. (Amended 12-19-83)

(Additional historical text available in Committee's files.)



- 12.3. No employee shall be entitled to receive a disability allowance under this Plan if and when the disability is a result of:
- (1) habitual and excessive use of intoxicants, drugs, or narcotics;
  - (2) injuries or diseases sustained while under the influence of intoxicants, drugs or narcotics habitually used to excess;
  - (3) injuries or diseases sustained while willfully and illegally participating in fights, riots, civil insurrections or committing a crime;
  - (4) injuries or diseases sustained while serving in the armed forces or the Merchant Marine of the United States or her allies;
  - (5) injuries or diseases incurred while working for another employer and arising out of such other employment while also employed by the Authority;
  - (6) injuries or diseases sustained while riding in aircraft, except as a fare-paying passenger on regularly licensed and scheduled air lines;
  - (7) injuries or diseases sustained while the employee is on leave of absence for any reason, other than (a) holding office in the Association or its International Office, or in the office or International Office of any other bargaining agent representing employees of the Authority; or (b) working in the office of the Secretary of the Retirement Allowance Committee; or (c) sickness or accident; provided, however, that an employee while on leave of absence for the reasons listed under (a), (b) and (c) shall not be eligible to benefits if the injuries or diseases so sustained fall within subparagraphs (1) and (6) above. (Amended 12-19-83)
- 12.4. No employee shall be entitled to receive a disability allowance under the Plan when he declines to permit a physician selected by the Committee to examine or re-examine him or materially hinders an investigation ordered by the Committee.
- 12.5. If, at any time, the Committee finds that any employee receiving a disability allowance is no longer disabled as defined above, it shall order the discontinuance of the payments provided for in this section. (Amended 11-29-94) (See Rule No. 5)
- 12.6. If an employee entitled to disability allowance is entitled to benefits under the group accident and sickness policy provided by the Authority, he shall receive as a disability allowance under this Plan only the excess, if any, of the disability allowance over the monthly benefits under the group accident

and sickness policy. An employee shall not receive a disability allowance for any period for which he receives his regular wages or salary. (See Rule No. 4)

- 12.7 An employee who, on or after September 26, 1990, has completed twenty-five (25) or more years of continuous service at the time the employee becomes entitled to a disability allowance and who is married shall have the right to elect to have a disability allowance of equal actuarial value payable in accordance with Options A or B of Paragraph 13.2. (Amended 9-26-90)

### SECTION 13 - PAYMENT OF OLD-AGE RETIREMENT AND DISABILITY ALLOWANCES

- 13.1. Retirement and disability allowances, as specified herein, shall be paid on the last day of each month for which such allowance is due.
- 13.2. The normal form of payment of old-age retirement allowances, as specified in Paragraph 8.1., Paragraph 10.1 and Paragraph 13.1 hereof is a monthly benefit payable for the remainder of the employee's lifetime. The normal form of payment of retirement allowance in the amount determined pursuant to Section 8 or Section 10 hereof shall apply to an employee (i) who shall have no living spouse at the date of his or her retirement, or (ii) who, although legally married at his or her retirement date, shall elect to have his or her retirement allowance paid in the normal form.

If an employee shall have a spouse to whom the employee is legally married at his or her retirement date - and if the employee then shall have failed to elect otherwise - such employee shall be deemed to have elected Option A as described below, to have designated said spouse as contingent annuitant with 1/2 as the specified fraction of reduced monthly amount of retirement allowance applicable to the spouse's benefits and to have complied in all other respects with the requirements of this Paragraph 13.2.

Subject to the provisions of this Section 13, and in lieu of the amount and form of monthly retirement allowance otherwise payable hereunder pursuant to Section 8, Section 10 or Section 12 if the employee has twenty-five (25) or more years of continuous service, an employee may, subject to the consent of the Committee, elect to have a retirement allowance of equivalent actuarial value payable in accordance with one of the following options, as specified in such election (Amended 11-29-94):

OPTION A: A reduced monthly retirement allowance payable to the retired employee during his or her remaining lifetime and, if such retired employee shall predecease the spouse designated by such retired employee in accordance with the provisions hereof, all or a specified fractional part - 1/2 or 2/3 thereof, as specified by the employee in his

election - of such reduced monthly amount payable to the spouse for the then remainder of his or her lifetime.

OPTION B:

A reduced monthly retirement allowance payable to the retired employee while both such retired employee and the spouse (designated by such retired employee in accordance with the provisions hereof) shall live, and:

- (i) If such retired employee shall predecease the said designated spouse, all or a specified fractional part- 1/2 or 2/3 thereof, as specified by the employee in his election - of such reduced monthly amount payable to the spouse for the then remainder of his or her lifetime; or
- (ii) If the said designated spouse shall predecease the retired employee, the monthly amount payable to such retired employee for the then remainder of his or her lifetime shall be that monthly amount which would have been payable had no option been elected.

Each request for an optional form of payment - and, in the case of an employee legally married at his or her retirement date, the request to have his or her retirement allowance paid in the normal form - must be in writing, on a properly executed form provided for that purpose and filed with the Committee. Each such form must specify the scheduled commencement date of retirement allowance payments under the form elected. An employee may, at any time prior to his retirement date, elect to cancel or change the optional form of payment previously approved by the Committee in respect of him, but each such change shall be deemed a new election and shall be treated as such in accordance with the provisions of this Section.

The election of, and payment under, the optional form pursuant to the provisions of this Section shall be subject to the following conditions:

- (1) Retirement allowance payments under the optional form of payment will be payable as of the last day of each month. The first such payment to the retired employee will be paid on the last day of the month within which the employee's retirement date occurs, and the last such payment will be the payment due as of the last day of the month coincident with or next preceding the date of the retired employee's death. If the retired employee shall predecease his or her spouse, and such spouse shall have been designated (or shall be deemed to have been so designated) in accordance with the provisions hereof, such reduced benefit or the applicable fraction thereof, as specified by the retired employee, shall be payable to such spouse commencing on the last day of the month next succeeding the month in which the last payment was



convert to Option B, with a written explanation of the effect on his or her retirement allowance benefit if the conversion is elected. An eligible retiree must elect this conversion within ninety (90) days after the notice and explanation are provided to the retiree by the Committee. (Amended 9-26-90)

- 13.3. Upon the death of a retired employee who has elected a surviving spouse option pursuant to this section, and who has during his retirement received an increase in monthly benefit pursuant to Section 20 hereof, the monthly surviving spouse benefit will be computed based on the final monthly benefit of the retiree. (Amended 12-19-83)
- 13.4. Not currently applicable. Historical text of provision available in Committee's files.
- 13.5. Effective December 1, 1986, the surviving spouse as provided for in this Section and in Paragraph 15.9 who was on the rolls as of December 1, 1986, or who was placed on the surviving spouse rolls on or after December 1, 1986 and prior to December 1, 1987 shall have the monthly survivorship benefit increased as follows:
- (1) For those commencing to receive survivor benefits prior to January 1, 1976, \$35.00 per month; and
  - (2) For those commencing to receive survivor benefits on or after January 1, 1976 and prior to January 1, 1980, \$25.00 per month; and
  - (3) For those commencing to receive survivor benefits on or after January 1, 1980 and prior to January 1, 1984, \$15.00 per month; and
  - (4) For those commencing to receive survivor benefits on or after January 1, 1984 and prior to December 1, 1987, \$10.00 per month. (Amended 9-22-87)
- 13.6. Effective January 1, 1997, the surviving spouse as provided for in this Section and in Paragraph 15.9 who was on the rolls as of January 1, 1997, shall have the monthly survivorship benefit increased as follows:
- (1) For those commencing to receive survivor benefits prior to January 1, 1971, \$75.00 per month; and
  - (2) For those commencing to receive survivor benefits on or after January 1, 1971, and prior to January 1, 1981, \$50.00 per month; and

(3) For those commencing to receive survivor benefits on or after January 1, 1981 and prior to January 1, 1991, \$40.00 per month. (Amended 12-23-97)

13.7. Effective January 1, 2000, the surviving spouse as provided for in this Section and in Paragraph 13.9 who was on the rolls as of January, 1, 2000 shall have the monthly survivorship benefit increased as follows:

- (1) For those commencing to receive survivor benefits prior to January 1, 1980, \$75.00 per month; and
- (2) For those commencing to receive survivor benefits prior to January 1, 1980, and prior to January 1, 1991, \$50.00 per month; and
- (3) For those commencing to receive survivor benefits prior to January 1, 1991, and prior to January 1, 2000, \$40.00 per month.

13.8. Whenever the amount of any benefit is to be determined on the basis of actuarial assumptions, such determination shall be made on the basis of a 7% interest factor and the UP 84 Table.

**SECTION 14 - PAYMENT OF ALLOWANCES  
IN CASE OF INCOMPETENCY**

14.1. In case of incompetency, either mental or physical, of any person eligible to receive payments under the provisions of the Plan, payments shall be made to such person or institution that has satisfied the Committee as to his or its right to receive the payments for said eligible person.

**SECTION 15 - REFUNDS FROM EMPLOYEES'  
CONTRIBUTIONS AND PAYMENT OF  
DEATH BENEFIT**

15.1. No employee shall be entitled to borrow against or withdraw any part of the contributions to the Plan so long as he remains eligible to participate in the Plan.

15.2. Contributions made from and after the effective date of the Plan by any employee who becomes separated from the service of the Authority or dies prior to retirement or disability shall be refunded with interest at the rate hereinafter specified, less benefits received under the Plan.

- (a) An employee, as defined in Paragraphs 3.3(1), (2) or (3), who has completed one year or more of service with the Authority and an employee as defined in Paragraph 3.3(4), shall be entitled to a Refund with interest as provided in Paragraph 15.6.

Any employee whose contributions under this or any prior Plan have been refunded to him in whole or in part shall be entitled to no further rights, benefits or allowances under this Plan or any prior Plan, except as provided in the following subparagraphs:

- (1) If an employee who received a refund returns to work after service within the terms of Paragraph 3.7 (2) or is reinstated within the terms of Paragraph 3.7 (3) and remits to the Authority for payment into the Fund the amount previously refunded to him, he shall have the same rights under the Plan that he would have had if he had not received the refund. (See Rule Nos. 9, 21 and 26)
- (2) If an employee who received a refund is not reinstated within the terms of Paragraph 3.7 (3) but returns to work as a new employee, he shall have only the rights of a new employee under this Plan and no service prior to the date of the new employment shall be credited as continuous Service.

Contributions to the Plan made by employees as defined in Section 3 - Paragraphs 3.3(1), (2), (3) or (4) in regard to the pay periods commencing May 24, 1981 and concluding December 31, 1983 shall be returned without interest to the employees. Said return of contributions shall not restrict the rights, benefits, or allowances of said employees under this Plan, notwithstanding the provisions of the foregoing paragraph and the subparagraphs thereof. (Amended 12-19-83)

15.3. On the death of an employee after his old-age retirement allowance has become effective, there shall be paid from the Fund a sum equal to the amount by which the aggregate of the employee's contributions since the effective date of the Plan plus interest as hereinafter defined have exceeded the aggregate of all benefits received by him.

15.4. Contributions made prior to the effective date of this Plan shall be subject to refund in accordance with the terms, limitations and provisions of the several Plans under which such contributions were made.

Moneys deducted from the employees' compensation by the Authority since October 1, 1947, for the account of Pension Fund No. 1 of Chicago Rapid Transit Company employees, shall be treated, for the purpose of this Section, as if they had been paid into said Pension Fund No. 1.

15.5. All payments provided for in Paragraphs 15.2, 15.3 and 15.4 shall be made under such rules and regulations as the Committee may establish.

15.6. Interest on contributions, as provided for in this Section, shall be computed:

- (a) With respect to Plan Years beginning on or after January 1, 1980 at the rate of three per cent (3%) per annum and said rate of interest is to be applied to employee contributions accumulated at the end of the preceding Plan Year

(Additional historical text available in Committee's files.)

15.7. A death benefit shall be paid from the Fund upon the death of a retired employee as follows:

- (a) As to an employee who first became entitled to a retirement allowance commencing any month from January, 1965, to April, 1969, inclusive:

As to any such employee who retired at or after age sixty-five (65) with twenty (20) years continuous service at age sixty-five (65) - \$8,000.00

As to any such employee who retired at or after age sixty-two (62) and prior to age sixty-five (65) with twenty (20) years continuous service - \$6,000.00

As to any such employee who retired at or after age fifty-eight (58) and prior to age sixty-two (62) with twenty (20) years continuous service - \$5,000.00

As to any such employee who retired with less than twenty (20) years continuous service or whose retirement occurred prior to his attainment of age fifty-eight (58) - \$2,000.00. (Amended 9-26-90)

- (b) As to an employee who first became entitled to a retirement allowance commencing after the month of April, 1969:

As to any such employee who retired at or after age sixty-five (65) with twenty (20) years of continuous service at age sixty-five (65); or who retired at or after age sixty-two (62) and the sum of whose age and years of continuous service then was ninety-two (92) years or more; or the sum of whose age and years of continuous service at his retirement date was ninety-eight (98) or more - \$8,000.00

As to any such employee who shall not qualify under the foregoing provisions of this subparagraph 15.7(b) and who retired at or after age sixty-two (62) and prior to age sixty-five (65) with twenty (20) years continuous service; or who retired at or after age fifty-nine (59) and prior to sixty-two (62) and the sum of whose age and years of continuous service then was ninety-two (92) or more - \$6,000.00



As to any such employee who shall not qualify under the foregoing provisions of this subparagraph 15.7(b) and who retired at or after age fifty-eight (58) and prior to age sixty-two (62) with twenty (20) years continuous service - \$5,000.00

As to any such employee who retired with less than twenty (20) years continuous service or whose retirement occurs prior to his attainment of age fifty-eight (58) - \$2,000.00. (Amended 9-26-90)

- (c) As to an employee who first became entitled to a retirement allowance commencing after the month of December, 1970:

As to any such employee who retired at or after age sixty-five (65) with twenty (20) years of continuous service at age sixty-five (65); or who retired at or after age sixty (60) and the sum of whose age and years of continuous service then was ninety (90) or more; or the sum of whose age and years of continuous service at his retirement date was ninety-six (96) or more - \$8,000.00

As to any such employee who shall not qualify under the foregoing provisions of this subparagraph 15.7(c) and who retired at or after age sixty (60) and prior to age sixty-five (65) with twenty (20) years continuous service; or who retired at or after age fifty-eight (58) and prior to age sixty (60) and the sum of whose age and years of continuous service then was ninety (90) or more - \$6,000.00

As to any such employee who shall not qualify under the foregoing provisions of this subparagraph 15.7(c) and who retired at or after age fifty-eight (58) and prior to age sixty (60) with twenty (20) years of continuous service - \$5,000.00

As to any such employee who retired with less than twenty (20) years of continuous service or whose retirement occurs prior to his attainment of age fifty-eight (58) - \$2,000.00. (Amended 9-26-90)

- (d) As to an employee who first became entitled to a retirement allowance commencing after the month of December, 1973:

As to any such employee who retired at or after age sixty-five (65) with twenty (20) years of continuous service at age sixty-five (65); or who retired at or after age sixty (60) and the sum of whose age and years of continuous service then was ninety (90) or more; or who retired at or after age fifty-five (55) with thirty (30) or more years of continuous service; or the sum of whose age and years of continuous service at his retirement date was ninety-four (94) or more - \$8,000.00

As to any such employee who shall not qualify under the foregoing provisions of this subparagraph 15.7(d) and who retired at or after age sixty (60) and prior to age sixty-five (65) with twenty (20) years of continuous service - \$6,000.00

As to any such employee who shall not qualify under the foregoing provisions of this subparagraph 15.7(d) and who retired at or after age fifty-five (55) and prior to age sixty (60) with twenty (20) years of continuous service - \$5,000.00

As to any such employee who shall not qualify under the foregoing provisions of this subparagraph 15.7(d) and who retired with less than twenty (20) years of continuous service or whose retirement occurs prior to his attainment of age fifty-five (55) - \$2,000.00. (Amended 9-26-90)

- (e) As to an employee who first became entitled to a retirement allowance commencing after the month of February 1982:

As to any such employee who retired at or after age sixty-five (65) with twenty (20) years of continuous service at age sixty-five (65); or who retired at or after age sixty (60) and the sum of whose age and years of continuous service then was ninety (90) or more; or who retired with thirty (30) or more years of continuous service; or the sum of whose age and years of continuous service at his retirement date was ninety-four (94) or more - \$8,000.00

As to any such employee who shall not qualify under the foregoing provisions of this subparagraph 15.7(e) and who retired at or after age sixty (60) and prior to age sixty-five (65) with twenty (20) years of continuous service - \$6,000.00

As to any such employee who shall not qualify under the foregoing provisions of this subparagraph 15.7(e) and who retired at or after age fifty-five (55) and prior to age sixty (60) with twenty (20) years of continuous service - \$5,000.00

As to any such employee who shall not qualify under the foregoing provisions of this subparagraph 15.7(e) and who retired with less than twenty (20) years of continuous service or whose retirement occurs prior to his attainment of age fifty-five (55) - \$2,000.00. (Amended 9-26-90)

- (f) As to an employee who first became entitled to a retirement allowance commencing after the month of November, 1983:

As to any such employee who retired at or after age sixty-five (65) with twenty (20) years of continuous service at age sixty-five

(65); or who retired at or after age sixty (60) and the sum of whose age and years of continuous service then was ninety (90) or more; or who retired with twenty-five (25) or more years of continuous service; or the sum of whose age and years of continuous service at his retirement date was ninety-four (94) or more - \$8,000.00

As to any such employee who shall not qualify under the foregoing provisions of this subparagraph 15.7(f) and who retired at or after age sixty (60) and prior to age sixty-five (65) with twenty (20) years of continuous service - \$6,000.00

As to any such employee who shall not qualify under the foregoing provisions of this subparagraph 15.7(f) and who retired at or after age fifty-five (55) and prior to age sixty (60) with twenty (20) years of continuous service -- \$5,000.00

As to any such employee who shall not qualify under the foregoing provisions of this subparagraph 15.7(f) and who retired with less than twenty (20) years of continuous service or whose retirement occurs prior to his attainment of age fifty-five (55) - \$2,000.00. (Amended 9-26-90)

15.8. A death benefit shall be paid from the Fund upon the death on or after January 1, 1971, of a retired employee who shall not qualify under the foregoing Paragraph 15.7 and who shall have become entitled to a retirement allowance commencing for any month prior to December, 1962, as follows:

(a) As to an employee who first became entitled to a Retirement Allowance commencing any month prior to June, 1957, \$2,000.00 regardless of age and service.

(b) As to an employee who first became entitled to a Retirement Allowance commencing any month from June, 1957, and prior to December, 1962, \$1,500.00. (Amended 9-26-90)

15.9. If an employee as defined under Section 3 of the Plan who would qualify for benefits under Section 9 or 10 of the Plan dies on or after December 1, 1983 and prior to his actual retirement date, and if at the date of his death the employee is survived by a spouse, such surviving spouse will be entitled to receive a monthly retirement allowance for the remainder of the spouse's lifetime in lieu of any other beneficiary designation made by the employee unless prior to his death the employee has elected to deny this allowance to the surviving spouse. The employee's election at any time or from time to time to deny this allowance may be made at any time by a properly executed form provided for that purpose and filed with the Secretary of the Committee, which form shall be effective the first day of

the following month. The election may be cancelled by the employee at any time by a properly executed form provided for that purpose and filed with the Secretary of the Committee which shall be effective the date filed. The monthly amount and form of payment of such spouse's retirement allowance shall be that to which such spouse would have been entitled had:

- (i) The employee retired voluntarily pursuant to Section 10 hereof as of the first day of the calendar month in which the employee's death occurred, and
- (ii) The employee had elected Option A (as described in Paragraph 13.2) with such spouse as contingent annuitant with one-half (½) the reduced monthly retirement allowance to be paid to such spouse.

The allowance described in this paragraph shall not affect any option the employee may have elected under Section 13 that is to become effective at his retirement, nor shall it prevent his subsequent election of any such option under that Section.

Notwithstanding the provisions of Paragraphs 15.2 and 15.3, if upon the death of an employee a retirement allowance shall be payable to the spouse pursuant to this Paragraph 15.9, no refund of the employee's contributions and interest shall be payable until the death of such spouse, at which time the amount of refund payable shall be the excess, if any, of (i) the amount otherwise determined in respect of the employee pursuant to the provisions of Paragraph 15.2 at the date of the employee's death over (ii) the aggregate of payments made to such spouse. (Amended 9-22-87)

15.10 Notwithstanding anything herein to the contrary, a retired employee who first became entitled to a retirement allowance commencing prior to September 26, 1990 may elect an increased annual benefit payable monthly for life in lieu of the retired employee death benefit increase provided for in Part I. of the Interest Arbitration Award of September 26, 1990, provided that:

- (a) Subsequent to the making of such election, the retired employee shall be entitled to a death benefit determined under Paragraph 15.7 or 15.8 without regard to the retired employee death benefit increase provided for in Part I. of the Interest Arbitration Award of September 26, 1990;
- (b) The increased annual benefit shall be paid for the remaining life of the retired employee following the retired employee's election of the benefit, shall be in addition to the annual retirement allowance payable to the retired employee during the retired employee's lifetime as otherwise determined under this Plan, and

shall not be considered in the determination of any survivorship option which the retired employee may have previously elected;

- (c) The election of the increased annual benefit (i) must be made by a retired employee within thirty (30) days following notification of the right to make the election, or within such other longer period as the Committee may specify, in writing on a properly executed form provided for that purpose and filed with the Committee, (ii) must apply with respect to the total amount of the death benefit increase to which the retired employee would have been entitled absent the election hereunder, (iii) shall be irrevocable once filed with the Committee unless it can be proven that a clerical error was made and (iv) shall be given effect as soon as is practicable, as determined by the Committee, after the election is filed; and
- (d) The amount of the increased annual benefit elected by a retired employee shall be an amount which is actuarially equivalent to the total amount of the death benefit increase to which the retired employee would have been entitled absent the election hereunder, as determined by the Committee based on the retired employee's attained age as of March 1, 1991 and the actuarial assumptions used in the last actuarial valuation of the Plan preceding March 1, 1991. (Amended 9-26-90)

#### SECTION 16 - REFUNDS FROM CONTRIBUTIONS

- 16.1. If a contribution to the Plan was made by mistake, the Retirement Allowance Committee shall issue a refund.

#### SECTION 17 - NO ASSIGNMENTS, ETC.

- 17.1. The rights of any employee are limited to those specifically set forth in this agreement. He shall, however, have the unqualified right to name any person or persons as his beneficiaries or alternate beneficiaries under the Plan and to change the same from time to time. The designation of a beneficiary shall be made by the employees on a form provided by and filed with the Committee. No disposition, assignment, transfer, charge or encumbrance of the Fund or any part thereof, or of any right to receive retirement or disability allowance or refund, by an employee or beneficiary hereunder by way of anticipation shall be of any validity or legal effect, or be in any wise regarded by the Trustee; and the Fund, or any part thereof, shall not be in any wise liable to any claim of any creditor of any such employee or beneficiary, and disbursements by way of benefits or refunds from the Fund shall be made only to the employee or beneficiary (or his legal representative) upon and in accordance with directions of the Committee to the Trustee, provided however, that the benefits payable hereunder to an employee or retired employee may be deposited directly

into an account at a financial institution if so requested by the employee or retired employee and if the request complies with procedures established by the Committee in accord with the non-assignment provisions of this section. (See Rule No. 24)

Provided, however, an employee retiring under the Plan, desiring that any group health insurance benefit made available for the employee and eligible dependents, by the Authority, in the then existing labor agreement between the parties for active employees, or an employee who immediately prior to retirement was eligible for said benefits made available by any health maintenance organization under contract with the Authority to provide benefits and who desires to continue such benefits upon retirement may authorize the Committee in writing to deduct monthly from his benefits due under the Plan an amount to pay his monthly premiums or rate. The deducted amounts shall be paid at the direction of the Committee for such premiums, rate or benefit. (Amended 5-16-80)

Further provided, however, an employee retiring under the Plan shall have the unqualified right to authorize the Committee in writing to deduct the amount to cover his monthly UNION Dues; the employee may rescind this authorization at any time in writing. (Amended 1-1-71)

Further provided, however, employees retiring under the Plan shall have the unqualified right to authorize the Committee in writing to deduct voluntary Income Tax Withholding; the employee may rescind this authorization at any time in writing. (Amended 1-1-74)

#### SECTION 18 - TRUSTEE

- 18.1. The Trustee shall be selected and appointed by the Committee. Subject to the provisions of Paragraph 18.4 hereof, the Trustee shall administer the Fund. The Trustee shall be a bank or a trust company incorporated under the laws of the United States or of the State of Illinois, or another corporation duly authorized to act in Illinois as Trustee of pension, retirement or similar type funds, and in addition such Trustee at the time of appointment must be administering such funds in the amount of not less than five hundred million dollars. In case of the resignation, removal or inability to act of said Trustee, or any successor Trustee, a successor Trustee, with like qualifications, shall be selected and appointed by the Committee. Any Trustee or successor Trustee may be removed by the Committee at any time. The Trustee may employ any one or more investment managers to fulfill investment responsibilities allocated to it by the Trustee, said investment managers, to the satisfaction of the Trustee, shall have a history of proven successful performance in the handling of significant sums of invested assets. (Amended 5-16-80)

- 18.2. All Trustee charges shall be subject to approval by the Committee and when so approved shall be paid out of the Fund held by the Trustee in the name of the Plan.
- 18.3. It is agreed that the Trustee shall have no liability as to the correctness of the amounts to be paid under this Plan when such amounts are determined and certified to the Trustee by the Committee, nor shall the Trustees have any liability as to the correctness of the amounts to be received from the Authority and from the employees for the purpose of depositing the same with the Trustee when such amounts are determined and certified to the Trustee by the Committee.
- 18.4. The Committee is authorized to enter into any and all agreements with the Trustee that the Committee may deem advisable for carrying out the provisions of this Plan and for the administration of the Fund herein, including the powers to be exercised by the Trustee and any investment managers in making investments and reinvestments to the end that the Fund shall at all times be prudently invested; the compensation and expenses of the Trustee and investment managers; the allocation of responsibilities among the Committee, the Trustee and investment managers; and any and all other matters in accordance with the terms of the Plan deemed desirable by the Committee; and such agreements shall be binding and conclusive on the parties hereto, the Committee, and all employees and persons entitled to old-age retirement or disability allowances or other payments under this Plan, and the Trustee, acting hereunder and in accordance herewith shall thereby incur no obligation whatsoever except as provided thereby and in this Plan. Pursuant to the foregoing, the Committee may authorize the Trustee in its sole discretion, to invest and reinvest the Fund in any property, real or personal, or part interest therein, wherever situate, including, but without being limited to, common and preferred stocks, corporate and government obligations, trust and participation certificates, leaseholds, mortgages, and other interests in realty, or may authorize the Trustee to act with respect to such investment or reinvestment of any portion of all of the Fund pursuant to the directions of an investment manager or manager. (Amended 5-16-80)
- 18.5. The initial trust agreement entered into between the Committee and the Trustee in accordance with this section, or any modifications thereof, shall be subscribed by the Authority and the Association.

**SECTION 19 - DISPOSITION OF EXISTING  
PENSION FUNDS**

Not currently applicable. Text of original Section available in the Committee's files.

SECTION 20 - PRESENT PENSIONERS

Paragraphs 20.1 through 20.11 are not currently applicable. The historical text of the provisions is available in the Committee's files.

- 20.12 (a) Effective December 1, 1989, a sum will be paid in an amount sufficient to provide insurance coverage for all retirees under the Group Hospital Surgical Major Medical Plan or the Health Maintenance Organization premium, but said sum shall not exceed the premium cost to the Plan effective for such coverage for a retiree on December 31, 2003. This benefit terminates when the retiree attains age 65.
- (b) Upon the attainment of age 65 by a retiree who participates in the Complement to Medicare Plan, the Plan shall pay a sum sufficient to provide coverage under the Complement to Medicare Plan; provided, however, that such sum shall not exceed the cost to the Plan effective for such coverage on December 31, 2003. (Amended 9-26-90) (Further Amended 12-23-93) (Further Amended 12-23-97) (Further Amended 11-12-03)
- (c) Upon retirement, employees hired after September 5, 2001 will not receive the hospitalization supplement paid for by the Plan. Upon retirement, employees, full-time and part-time, hired on or before September 5, 2001 will receive the hospitalization supplement paid for by the Plan.

20.13. Effective December 1, 1983, the surviving spouse of a retiree who is receiving a surviving spouse retirement allowance pursuant to this Plan is eligible upon completion of the necessary forms prescribed by the Plan and upon payment by the surviving spouse of the appropriate cost of coverage, for coverage under the Group Hospital Surgical Major Medical Plan, or the Health Maintenance Organization, and under the Complement to Medicare Plan. (Amended 12-19-83)

Effective October 1, 1987, the surviving spouse of a retiree who dies or has died on or after December 1, 1986, whether or not the spouse is receiving a surviving spouse retirement allowance pursuant to this Plan, is eligible, upon the completion of the necessary forms prescribed by the Plan and upon payment by the surviving spouse of the appropriate cost of coverage, for coverage under the Group Hospital Surgical Major Medical Plan, or the Health Maintenance Organization, and under the Complement to Medicare Plan. (Amended 9-22-87)

Effective as soon as is practicable after September 26, 1990, the surviving spouse of any deceased retiree who was not previously provided with the opportunity under this Paragraph to continue the retiree's health insurance coverage is eligible, upon completion of the necessary forms prescribed by



the Plan and upon payment by the surviving spouse of the appropriate cost of coverage, to elect coverage under the Group Hospital Surgical Major Medical Plan, or the Health Maintenance Organization, and under the Complement to Medicare Plan; provided that an election of coverage under the appropriate plan is made within ninety (90) days after a surviving spouse's receipt of notice from the Committee of eligibility to make the coverage election. The Committee shall attempt to notify each such surviving spouse that he or she is eligible to participate in the Group Hospital Surgical Major Medical Plan, the Health Maintenance Organization or the Complement to Medicare Plan. (Amended 9-26-90)

- 20.14. Not currently applicable. Historical text of provision available in Committee's files.
- 20.15. Effective December 1, 1986, the monthly retirement and disability allowance for each retired or disabled employee on the retirement rolls as of December 1, 1986, or who was placed on the retirement rolls on or after December 1, 1986 and prior to December 1, 1987, shall be increased as follows:
- (1) For those retired or disabled prior to January 1, 1976, \$35.00 per month; and
  - (2) For those retired or disabled on or after January 1, 1976, and prior to January 1, 1980, \$25.00 per month; and
  - (3) For those retired or disabled on or after January 1, 1980, and prior to January 1, 1984, \$15.00 per month; and
  - (4) For those retired or disabled on or after January 1, 1984, and prior to December 1, 1987, \$10.00 per month. (Amended 9-22-87)
- 20.16. Effective January 1, 1994, the monthly retirement and disability allowance for each retired or disabled employee on the retirement rolls as of January 1, 1994 shall be increased as follows:
- (1) For those retired or disabled prior to January 1, 1971, \$40.00 per month; and
  - (2) For those retired or disabled on or after January 1, 1971 and prior to January 1, 1981, \$30.00 per month. (Amended 8-2-93)
- 20.17. Effective January 1, 1997, the monthly retirement and disability allowance for each retired or disabled employee on the retirement rolls as of January 1, 1997 shall be increased as follows:
- (1) For those retired or disabled prior to January 1, 1971, \$75.00 per month; and

- (2) For those retired or disabled on or after January 1, 1971 and prior to January 1, 1981, \$50.00 per month; and
- (3) For those retired or disabled on or after January 1, 1981 and prior to January 1, 1991, \$40.00 per month. (Amended 12-13-97)

20.18 Effective January 1, 2000, the monthly retirement allowance for each retired employee on the retirement rolls as of January 1, 2000 shall be increased as follows:

- (1) For those retired before January 1, 1980, \$75.00 per month; and
- (2) For those retired on or after January 1, 1980 but before January 1, 1991, \$50.00 per month; and
- (3) For those retired on or after January 1, 1991 but before January 1, 2000, \$40.00 per month.

**SECTION 21 - DISTRIBUTION OF FUNDS  
IN EVENT OF ABANDONMENT OF PLAN**

21.1. While it is the intent of the parties hereto to maintain an old-age retirement and disability allowance plan permanently, however, in the event the Plan is abandoned in the future, the following provisions shall control:

- (1) The Authority agrees to pay (from and after the date of such abandonment) to each employee retired or disabled prior to June 1, 1948, the monthly benefits for life or for the duration of the disability, as the case may be, to which he is entitled at and immediately prior to the date of such abandonment.
- (2) The Trustee shall determine the assets of the Fund as of the date of abandonment and shall allocate such assets pursuant to the following priorities as of the date of any such abandonment:
  - (a) An amount shall be allocated to the account of each participating employee equal to his own contributions from June 1, 1949, to the date of abandonment, with interest as herein provided, less any benefits received under the Plan, or if the employee shall have retired, the amount shall be equal to his contributions from June 1, 1949, to the date of his retirement, with such interest, less the retirement allowance or disability payments that have already been made to him.
  - (b) After the allocations provided for in subparagraph (a) above, the balance remaining in the Fund shall be used for the purpose of providing for the retirement and disability benefits under this Plan (reduced as hereinafter stated) for active employees who have on

the date of abandonment reached age sixty-five (65), and for those who retired or were disabled (and are still receiving a benefit) after May 31, 1948; such benefits shall be reduced, in the case of each employee, by a percentage equal to the percentage which the contributions of such employee, since June 1, 1949, bears to the total contributions made since said date (by him and the Authority) with respect to his compensation.

(c) In the event such balance in the Fund is insufficient to provide for such reduced retirement and disability payments, then such balance shall be allocated to the account of each such employee in proportion to the ratio which the actuarial reserve for his said reduced benefit (to commence at normal retirement date) bears to the total of such actuarial reserves for all such employees.

(d) In the event there remains a balance in the Fund after the allocations provided for in subparagraph (a) and after carrying out the provisions of subparagraph (b) above, then such balance shall be allocated to the account of each employee not provided for in subparagraphs (b) and (c) of this section in proportion to the ratio which the actuarial reserve for his accrued retirement allowance (reduced by the same formula prescribed in (b) above) to commence at normal retirement date, bears to the total of such actuarial reserves for all such employees.

21.2. The Trustee shall liquidate the Fund, and the amounts allocated in accordance with Paragraph 21.1(2) shall be apportioned to all such employees in cash or in the form of insured paid up annuities, or by transfer to another trust fund, or otherwise - all as the Committee may direct.

21.3. Not currently applicable. Historical text of original Paragraph available in the Committee's files.

21.4. Not currently applicable. Historical text of provision available in Committee's files.

**SECTION 22 - SUPPLEMENTAL BENEFITS AND CONTRIBUTIONS**

Not currently applicable except as to certain retired employees. Text of original Section available in the Committee's files.

**SECTION 23 - AMENDMENT, EXTENSION AND TERMINATION OF AGREEMENT**

23.1. This Agreement, as amended, has been in effect from June 1, 1949 to date. This Agreement is part of the Wage and Working Conditions Agreement

between the parties hereto. This Agreement can be changed only in accordance with the provisions of the aforesaid Wage and Working Conditions Agreement. No change to this Agreement shall be made which causes any part of the Plan assets to be used for, or diverted to, any purpose other than the exclusive benefit of Participants or their beneficiaries. (Amended 11-29-94) (Further Amended 1-8-03)

#### SECTION 24 - SEPARABILITY PROVISION

- 24.1. If any provision of this agreement be held invalid, the remainder of the agreement shall not in any way be affected or impaired thereby.

#### APPENDIX A

Not currently applicable. Text of original Section available in the Committee's files.

#### APPENDIX B

By Agreement dated on April 30, 1953, between the Authority and Division 1381 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, the Plan was extended to participants in the Retirement Plan of Chicago Motor Coach Company represented by Division 1381 with the following modifications as provided in the Agreement of April 30, 1953.

For Chicago Motor Coach Company Employees who were members of Division 1381 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, on January 1, 1953, the following modifications to the Plan will apply:

1. The Retirement Plan for Chicago Transit Authority Employees, hereafter called the Authority Plan, shall be applicable from and after January 1, 1953.
2. All provisions of the Authority Plan shall apply except as modified hereunder.
3. "Past Service" shall mean continuous service with the Chicago Motor Coach Company, or its predecessors, prior to January 1, 1951.
4. "Future Service" shall mean continuous service with the Chicago Motor Coach Company or the Authority from and after January 1, 1951.

Additional historical text available in Committee's files.

APPENDIX C

Chicago Motor Coach Company Employees who were participants of the Chicago Motor Coach Company Non-union Employees' Trust on January 1, 1953, or retired thereunder on January 1, 1953, and who have accepted the Plan are covered by the Plan subject to the following modifications:

1. "Past Service" shall mean the continuous service with the Chicago Motor Coach Company or any of its predecessor public utilities, rendered prior to January 1, 1952.
2. "Future Service" shall mean continuous service with the Chicago Motor Coach Company and the Chicago Transit Authority from and after January 1, 1952.
3. "Contributions to the Fund" - Effective January 1, 1953, contributions of the Authority and of the employees shall be in accordance with Section 7 of the CTA Retirement Plan.

APPENDIX D

Rules Adopted by the Retirement Allowance Committee  
Applying to Participants in the Plan

Rule No. 1

The date on which an employee shall be considered disabled under Section 12, Paragraph 12.1 shall be the later of the following:

- (1) The date the employee suffers the disability which totally and permanently disables him from any type of work.
- (2) An existence of the employee's disability to the extent that he is unable to return to his regular duties after the employee has received benefits for a particular disability for twenty-six weeks under the Authority's Group Accident and Sickness Insurance, or from the Authority under the Workmen's Compensation Act.

The Committee has the right to have a doctor or panel of doctors acceptable to the Committee examine from time to time and certify the extent of the employee's disability for the purposes of applying this rule. If the Committee calls for a medical examination of an employee who is receiving disability benefits and the employee fails to appear for the medical examination, the Committee shall cease paying disability benefits to said employee until he appears for a medical examination and is found to be disabled, as defined herein, whereupon the disability benefits shall resume, but only from the date of the employee's medical examination. (Adopted September 7, 1949) (Amended June 30, 1983) (Further Amended October 21, 1997)

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**Rule No. 2**

No vacation, holiday or other benefits accrued on the employee's retirement date shall be used in the formula determining the actual pension to be paid, nor shall there be any contributions deducted or made on such benefits. (Adopted November 21, 1949) (Amended June 16, 1980) (Further Amended July 18, 1988)

**Rule No. 3**

Not currently applicable. Text of original rule available in Committee's files.

**Rule No. 4**

Applications for retirement or disability retirement initiated by the employee shall be in the Secretary's office on or before the fourteenth (14th) of the month preceding the first of the month in which the employee desires to retire. The Committee authorizes the Secretary or the Chairman to make an exception to this Rule in those cases where the employee is required to retire by the Authority or in which the facts surrounding the individual case would warrant making an exception. (Adopted November 21, 1949)

**Rule No. 5**

The payment of disability allowance due an employee who has worked during part of a month for which he is also due disability allowance shall be made on a pro rata base and shall be computed as follows:

The monthly disability allowance shall be broken down to a daily basis by dividing the number of days in the month into the amount of monthly payment. The figure obtained by this division shall be multiplied by the number of days for which a disability allowance is due. The product of this multiplication shall be the amount of the disability allowance paid for the month. (Adopted August 31, 1950)

**Rule No. 6**

Defines average amount invested. Text of rule in Committee's files. (Adopted December 18, 1950)

**Rule No. 7**

Retirement under the Retirement Plan for Chicago Transit Authority Employees shall be effective on the date officially accepted by the Retirement Allowance Committee and recorded in the official minutes of the retirement meetings. If a retired employee, other than an employee on disability retirement as provided under Rule No. 5 and, to accommodate the Early Retirement Incentive Program, other than an employee who is hired to work part-time, shall work for the Chicago Transit Authority after the effective date of his retirement, he will forfeit any monthly retirement allowance that may be due him for the calendar month in which such

work was performed unless the retirement allowance is paid pursuant to Rule No. 30.

This Rule shall not be construed as in any way granting the right for a retired employee to return to work for the Chicago Transit Authority subsequent to the effective date of his retirement.

The pronoun "his" as used in this Rule shall refer both to masculine and feminine employees of the Chicago Transit Authority. (Adopted January 15, 1951) (Amended July 18, 1988) (Further Amended March 22, 1994)

**Rule No. 8**

Provides for the determining of Net Income under Section 15 Paragraph 15.6. Text of rule in Committee's files. (Adopted January 15, 1951)

**Rule No. 9**

A laid-off or furloughed employee shall be considered to be eligible to participate in the Plan, provided the employee returns to full duty before the expiration of three (3) years from the date such lay-off or furlough started, unless the employee resigns in writing from Chicago Transit Authority employment. (Adopted May 19, 1952)

**Rule No. 10**

Although it is intended to pay refunds due employees or beneficiaries as soon as possible after the refund is due the Committee may withhold payment of any or all refunds for a period of one hundred twenty (120) days after a refund is due. (Adopted May 19, 1952)

**Rule No. 11**

Not currently applicable. Text of original rule available in Committee's files. (Adopted September 15, 1952)

**Rule No. 12**

Not currently applicable except as to certain retired employees. Text of original rule available in Committee's files. (Adopted September 15, 1952)

**Rule No. 13**

Not currently applicable except as to certain retired employees. Text of original rule available in the Committee's files. (Adopted September 15, 1952)

**Rule No. 14**

Effective for Plan Years subsequent to 1990, the term "total earnings" as it appears in Section 3, Paragraph 3.9 shall mean the amount reported as wages and other compensation subject to federal income tax on the Form W-2 Wage and Tax Statements or comparable forms issued to participating employees by the Authority, the Committee or the Association; provided that:

- (i) the amount so reported as wages and other compensation shall be reduced by amounts included therein attributable to the reimbursement of moving expenses or similar items of payment which, as determined by the Committee, do not constitute amounts regularly paid to employees by the Authority as compensation in consideration for personal services rendered; provided that such determinations by the Committee shall be made on a uniform basis treating all similarly situated employees in a similar manner for purposes of this Rule; and
- (ii) the amount so reported as wages shall be increased by amounts of wages subject to elections by employees under programs sponsored by the Authority as provided for by Sections 125, 132 (f), 401 (k) and 457 of the Internal Revenue Code of 1986.

Pursuant to the definition of "compensation" included in Section 3, Paragraph 3.9 with respect to individuals who on or after December 1, 1989 occupy a full-time or part-time position with the Association or with the local office of any other bargaining agent representing employees of the Authority, contributions shall be made for such individuals under Section 7 based on such compensation for service with the Association or with the local office of any other bargaining agent representing employees of the Authority to be taken into account under the Plan. With respect to periods of service prior to the amendment of this Rule which are to be taken into account under the Plan, the contributions required hereunder with respect to such service, as determined after offset for contributions previously made, shall be made within one hundred eighty (180) days after the amendment of this Rule. (Adopted April 20, 1953) (Amended April 21, 1980) (Further Amended January 30, 1991) (Further Amended June 26, 2001)

**Rule No. 15**

Unless an employee files a protest concerning any part of his Application for Retirement at the time he executes his Application for Retirement, there shall be no later recourse to correct any data thereon, unless it can be proven a clerical error has been made. (Adopted June 8, 1953)

**Rule No. 16**

An employee entering service within the terms of Paragraph 3.7 (2) shall receive no refund of his contributions to the Plan unless the Committee approves his written



request for a refund. The request shall state the reason he desires a refund and shall be submitted to the Secretary of the Committee. If the request is approved, the employee shall, at the time of receiving the refund, sign a written statement substantially in the following form:

To the Retirement Allowance  
Committee of the Retirement  
Plan for the Chicago Transit  
Authority Employees:

I acknowledge receipt of the refund of my contributions to the Retirement Plan. I agree that if I return to the active service of the Authority within the terms of Paragraph 3.7 (2), I will, prior to commencing work, remit the amount of this refund to the Authority for payment into the Plan Fund. I understand that if I do not so remit the amount of the refund before commencing work, I shall lose all rights I may have in the Plan except those rights which accrue to any new employee.

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Employee Signature

Adopted April 15, 1957)

**Rule No. 17**

Not currently applicable. Text of original rule available in Committee's files.  
(Adopted May 17, 1971)

**Rule No. 18**

No application for retirement shall be approved by the Committee unless the desired manner of payment (normal form or survivorship option) shall have been designated in writing, on a properly executed form provided for that purpose and filed with the Committee. (Adopted December 20, 1971) (Amended November 20, 1978) (Further Amended July 18, 1988)

**Rule No. 19**

Section 3, Paragraph 3.7 (6) provides that an employee's service will remain unbroken during a layoff not to exceed three (3) years. An employee who is eligible for retirement under the appropriate sections of the Plan on the effective date of his layoff, may at his option make application for such retirement during the first three (3) years of the layoff. Benefits will be computed based on the age and service credit as provided for in the Plan on the effective date of his retirement. In the event the employee does not return to active duty and fails to apply for retirement during the three (3) year period, his contributions will be refunded and his service terminated under the Plan. (Adopted February 20, 1973)

**Rule No. 20**

Full Time Permanent Employee: as referred in Section 3.3 is defined as any employee who is employed by the Authority with the expectation by the Authority that he will be available for and may be called upon for forty hours of work per week on a continuing basis. (Adopted March 19, 1973) (Amended May 16, 1980)

**Rule No. 21**

If an employee is terminated and then reinstated subsequent to January 1, 1984 within the provisions of Paragraph 3.7 (3) of the Plan after having received a refund of his contributions and wishes to take advantage of Paragraph 15.2 (1) of the Plan, he shall repay to the Fund at one time or in installments selected by the employee the full amount of the refund within 13 months of the date of his return to work, according to the records of the Authority, or within 13 months of the effective date of this Rule as amended, whichever occurs later.

Notwithstanding the foregoing provision in regard to repayment, the withdrawn amount must be repaid in full within 60 days prior to the commencement of the payment of any benefits from the Plan to said employee. Unless and until such refund is actually repaid in full to the Fund, the employee's rights under the Plan shall be only as a new employee from the date of return to work. If the employee defaults in the repayment in full, the monies so repaid will be reimbursed to the employee without interest and the employee should be treated as a new employee from the date of return to work. (Adopted June 18, 1973) (Amended September 19, 1977) (Further Amended July 16, 1984)

**Rule No. 22**

For the purpose of determining all benefits and allowances hereunder, the continuous service of an employee commences upon the date an individual first satisfied the description of an employee set forth in Section 3.3(1), (2), (3) or (4). (Adopted July 15, 1974) (Amended January 26, 1987)

**Rule No. 23**

In the event that a former employee or beneficiary designated by an employee does not claim the benefits due hereunder to said former employee or beneficiary within a period of three years after the benefits became due and payable, said former employee or beneficiary so designated shall have no further claim to said benefits and the Committee shall distribute said benefits to the heirs at law, if any, of said former employee. If the heirs at law of said former employee do not claim said benefits within a period of four years after the benefits first become due and payable to the former employee or his designated beneficiary, the benefits shall become assets of the Retirement Plan without being subject to further claim by the heirs at law of the former employee or any governmental body. (Adopted June 18, 1979)

Rule No. 24

No instruction or direction in regard to the distribution and distributees of allowances, benefits and refunds under this Plan from any person or entity other than an employee who is entitled to receive benefits and to identify beneficiaries under this Plan shall be of any effect upon this Plan and the Committee; except the Committee will honor a court order in regard to the distribution of allowances, benefits and refunds under this Plan and the identification of the distributees only under the following circumstances:

- A. The order is made pursuant to a State domestic relations law and is a judgment, decree or order, including the approval of a property settlement agreement, which relates to the provision of child support, alimony payments or marital property rights to an alternate payee who is a spouse, former spouse, child or other dependent of an employee.
- B. The order clearly specifies, to the satisfaction of the Committee, the following:
  - (i) The amount or percentage of all of the employee's allowances, benefits and refunds under this Plan to be paid to each alternate payee, or the manner in which such amount or percentage is to be determined.
  - (ii) The number of payments or period to which the order applies, including the allowances, benefits and refunds applicable to the employee's service with the Authority both prior and subsequent to the date of the order.
  - (iii) The name and last known mailing address of the employee and each alternate payee covered by the order.
- C. The order does not require this Plan to provide any type or form of benefit, or any option, not otherwise provided; and the order does not require any distribution of allowances, benefits or refunds at any point in time prior to the time that an employee or an employee's beneficiary, but for said order, would be entitled to receive payment of allowances, benefits or refunds.
- D. The order does not require this Plan to make payment of allowances, benefits and refunds to an alternate payee which are required to be paid to another alternate payee under any other order satisfying the requirements of this Rule.

This Rule will be interpreted and applied by the Committee so that the Committee shall honor only those court orders which would satisfy the requirements of Section

**Rule No. 25**

If the Committee is furnished with (i) a court order or (ii) affidavits and supporting data requested by the Committee which is acceptable in form and content solely in the discretion of the Committee, the Committee is authorized to make payment of all allowances, benefits and refunds under the Plan to a custodian, conservator or guardian of an employee, former employee, or the beneficiary designated by an employee or former employee when, pursuant to said order or affidavit and supporting data, said employee, former employee or beneficiary is incapacitated or is adjudged incompetent. (Adopted May 19, 1980)

**Rule No. 26**

Any employee who during the period commencing September 25, 1981 through September 25, 1982 is neither (a) terminated by his own act or by the act of the Authority nor (b) is laid off by the Authority nor (c) is absent due to a leave of absence, authorized furlough, sickness, disability or military service but who is not receiving compensation as an employee of the Authority may withdraw all or any portion of his contributions to the Plan; provided, however, that before he is eligible to receive any benefits under the Plan, he must repay in full or commit to a program of full repayment of the withdrawn amount. If the employee is reinstated to active employment with the Authority, the repayment program must commence not later than thirty (30) days after the return of the employee to employment with the Authority and be made in an equal monthly amortization over a sixty (60) month period but with a minimum monthly payment of One Hundred (\$100.00) Dollars and a maximum monthly payment of Two Hundred (\$200.00) Dollars; provided, however, that if the employee has not satisfied in full this repayment program at the end of the sixty (60) month period because of the foregoing monthly maximum repayment obligation, the Committee shall grant to the employee an extension of time within which the employee is to complete the repayment program through consecutive monthly amortization payments of \$200.00, commencing upon the completion of the sixty-month time period. Notwithstanding the foregoing provisions in regard to the repayment program, the withdrawn amount must be repaid in full within sixty (60) days prior to the commencement of the payment of any benefits from the Plan to said employee. The employee has the right to prepay the obligation at any time or from time to time. The repayment obligation does not bear interest. If the employee defaults in complying with the terms of a program of repayment approved by the Committee, he will be viewed solely for the purposes of the Plan to be a terminated employee. If any individual, including an individual who has elected lay-off status, does not return to the Authority as a full-time permanent employee within three (3) years of the date he last received compensation from the Authority, he shall be determined, solely for the purposes of the Plan, to be a terminated employee as of the end of said three (3) year period, but said determination shall not prejudice his rights to benefits which he then is

receiving from the Plan. (Adopted November 16, 1981) (Amended November 15, 1982) (Further Amended July 18, 1983)

**Rule No. 27**

For the purposes of Paragraph 3.3 of the Plan, a temporary employee is defined as an individual employed by the Authority with the expectation by the Authority that he will not be employed by the Authority on a permanent and indefinitely continuing basis and is therefore classified by the Authority on its employment rolls as a temporary employee. (Adopted October 18, 1982).

**Rule No. 28**

In addition to other limitations set forth in the Plan and notwithstanding any other provisions of the Plan, the accrued benefits, including the right to any optional benefit provided in the Plan (and all other defined benefit plans required to be aggregated with this Plan under the provisions of Section 415 of the Internal Revenue Code of 1986), shall not, at any time, increase to an amount in excess of the amount permitted under Section 415 of the Internal Revenue Code of 1986 as amended. For purposes of determining compliance with Section 415 of the Internal Revenue Code of 1986, compensation shall mean compensation as defined in Section 415(b)(3) of the Internal Revenue Code of 1986 and the regulations thereunder. (Adopted December 20, 1982) (Amended July 18, 1988)

**Rule No. 29**

In order to effectuate the provisions of Section 17 of the Retirement Plan, the Secretary's Office shall not accept any power of attorney or similar document purportedly exercised by any employee or beneficiary entitled to or receiving benefits under the Plan or from an individual who at some time in the future may receive benefits under the Plan. (Adopted November 21, 1983)

**Rule No. 30**

In addition to other limitations set forth in the Plan and notwithstanding any other provisions of the Plan, all distributions of allowances and benefits otherwise provided for under the Plan shall satisfy the following requirements:

Distributions to an employee shall commence no later than the first day of April following the calendar year in which the later of termination of employment or age 70-1/2 occurs. The entire interest of each employee in the Plan shall be distributed over a period which shall not extend beyond one of the following periods, or a combination thereof:

- (1) The life of the employee,
- (2) The life of the employee and a designated beneficiary,

- (3) A period certain not extending beyond the life expectancy of the employee, or
- (4) A period certain not extending beyond the joint and last survivor expectancy of the employee and a designated beneficiary.

The amount of an employee's interest to be distributed each year shall be at least an amount equal to the quotient obtained by dividing the employee's entire interest by the life expectancy of the employee or joint and last survivor expectancy of the employee and a designated beneficiary. Life expectancy shall be computed by use of the return multiples contained in Income Tax Regulation Section 1.72-9. For purposes of such computation, an employee's life expectancy may be recalculated no more frequently than annually; provided, however, that the life expectancy of a non-spouse beneficiary may not be recalculated after the initial calculation of the amount of the employee's interest to be distributed each year. If the employee's spouse is not the designated beneficiary, the method of distribution selected shall assure that at least 50% of the present value of the amount available for distribution is paid within the life expectancy of the employee.

If an employee dies after distribution of such employee's interest has commenced, the remaining portion of such interest shall continue to be distributed at least as rapidly as under the method of distribution being used prior to the employee's death. If an employee dies before distribution of such employee's interest has commenced, the employee's entire interest shall be distributed no later than five (5) years after the employee's death except to the extent that an election is made (if otherwise provided for under the Plan) to receive distributions as follows:

- (1) if any portion of the employee's interest is payable to a designated beneficiary, distributions may be made in substantially equal installments over the life or the life expectancy of the designated beneficiary commencing no later than one (1) year after the employee's death,
- (2) if the beneficiary is the employee's surviving spouse, the date distributions are required to begin in accordance with (1) above shall not be earlier than the date on which the employee would have attained age 70-1/2 and, if the spouse dies before payments begin, subsequent distributions shall be made as if the spouse had been the employee.

Payments shall be calculated by use of the return multiples contained in Income Tax Regulation Section 1.72-9. Life expectancy of a surviving spouse may be recalculated annually. In the case of any other beneficiary, life expectancy shall be calculated at the time payment first commences and payments for any twelve (12) consecutive month period shall be based on such life expectancy minus the number of whole years passed since distribution first commenced.

This Rule shall be interpreted and applied by the Committee consistent with guidelines set forth by the Internal Revenue Service under Section 401(a)(9) of the Internal Revenue Code of 1986, and changes which may be made to Section 401(a)(9) of the Code which are applicable to the Plan shall be deemed to be incorporated in this Rule by reference. (Adopted July 18, 1988) (Amended August 29, 1989)

Rule No. 31

The Authority, the Association and the Retirement Allowance Committee agree that notwithstanding any provision in this Plan to the contrary, an individual who was employed by the Authority and was terminated by the Authority or was constructively discharged and who subsequently is reinstated as a result of a grievance procedure finding, court order, or a settlement agreement between the individual and the Authority shall participate under this Plan provided the individual satisfies the provisions of the Plan in regard to eligibility to participate. The individual's continuous service with the Authority shall include the period of continuous service with the Authority prior to the termination of his employment, the period from termination of employment until reinstatement as may be specified and required by such grievance procedure, court order or settlement agreement, and the period of continuous service after reinstatement, provided that:

- (1) The finding, order, or agreement sets forth the period of time to be so taken into account as continuous service under the Plan and such period of time is consistent, in the judgment of the Committee in its discretion, with the facts of the individual's actual employment with the Authority and the other provisions of the finding, order or agreement;
- (2) The amount of the total financial award to the individual set forth in the finding, order or agreement regardless of how described therein shall be considered as Compensation for Plan purposes allocated in equal monthly installments over the period between termination of employment and reinstatement subject to the right of the Committee in its discretion to determine that said compensation is consistent with the facts of the matter in dispute; and
- (3) Contributions are made to the Plan treating the amount of the financial award specified in the finding, order, or agreement as Compensation from the Authority for the period of time to be taken into account as continuous service with both the individual and the Authority making their respective contributions as called for by the Plan unless the finding, order, or agreement provides that the contributions to the Plan, as called for by the Plan, are to be otherwise allocated between the individual and the Authority; and

- (4) The finding, order, or agreement shall not be given effect with regard to any such period of time or compensation if the Committee in its sole discretion determines that such action has the potential to cause the Plan to fail to satisfy any of the requirements of Section 401(a) of the Internal Revenue Code of 1986 or the regulations thereunder applicable to the Plan.

The Committee's determination under this Rule shall be conclusive and binding on all parties. (Adopted July 28, 1992).

#### Rule No. 32

Effective with respect to refunds of employee contributions made on or after January 1, 1993, notwithstanding any provision of the Plan or rule of the Committee to the contrary that would otherwise limit an election under this Rule, a "distributee" may elect to have all or a portion of the interest earned part of a refund paid in a "direct rollover" to an "eligible retirement plan" specified by the distributee. For purposes of this Rule, the following definitions shall apply:

- (1) "Distributee" shall mean an employee or former employee, an employee's or former employee's surviving spouse, or an employee's or former employee's spouse or former spouse who is an alternate payee under a qualified domestic relations order as defined in Section 414(p) of the Internal Revenue Code.
- (2) "Direct rollover" shall mean a payment by the Plan to an eligible retirement plan specified by a distributee.
- (3) "Eligible retirement plan" shall mean an individual retirement account described in Section 408(a) of the Internal Revenue Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(b) of the Code, or a qualified trust described in Section 401 (a) of the Code, that accepts a distributee's eligible rollover distribution; provided that in the case of an eligible rollover distribution to a surviving spouse, an eligible retirement plan shall include only an individual retirement account or annuity described in Section 408 of the Code.

Notwithstanding anything herein to the contrary, any payment of interest earned to the extent required to be part of any distribution required under Section 401(a)(9) of the Internal Revenue Code shall not be subject to any election under this Rule.

A distributee's election under this Rule and any direct rollover shall be made subject to such rules and procedures as the Committee shall prescribe, consistent with the terms of Section 401(a)(31) of the Internal Revenue Code and the Income Tax Regulations thereunder. (Adopted March 25, 1993).



**Rule No. 33**

If an employee eligible to elect an Option A or Option B benefit pursuant to Paragraph 13.2 files such an election, as part of a retirement application which is complete in all respects, with the Secretary's office and dies before the application can be officially be accepted by the Retirement Allowance Committee and recorded in the official minutes of the Retirement Allowance Committee meetings and if the employee's entitlement to retirement is approved by the Retirement Allowance Committee, the deceased employee's election of an Option A or Option B benefit shall be accepted in lieu of the Option A  $\frac{1}{2}$  benefit otherwise payable in the absence of an election. (Adopted July 22, 2002)

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# Exhibit 11

Full Carter Grievance and Denial  
(Redacted Version)

CLASS-ACTION - ETHEL CARTER

609-21

Denied  
12-08-09  
Letter  
sent

Denied  
12-10-09  
Letter  
sent

NO Response

ATU LOCAL 308 GRIEVANCE FILE  
Voted with all like cases YES NO  
The Executive Board Moved To  
ARBITRATE -- Yes  No   
MAR 01 2010  
MEMBERSHIP VOTED TO ARBITRATE  
YES  NO   
DATE OF MEETING 03-09-10

49 - 3  
NO yes

# GRIEVANCE BLANK

Amalgamated Transit Union - Local 308  
205 W. Wacker Dr. - Suite 700 - Chicago, IL. 60606 - 312/782-4665

No. 0609.21

Freedom Through Organization



Grievance/Arbitration  
Received

JUN 29 2009

ATU Local 308  
Chicago, Illinois

Date of Presentation to Union

Date of Presentation to Company

DO NOT WRITE ABOVE THIS LINE

Date: JUNE 28 2009

Name: FRED M. CARTER

Badge: 13509

Address: [Redacted] Phone: [Redacted]

City: [Redacted] State: [Redacted] Zip Code: [Redacted]

Classification: RETIREE Terminal: RETIREMENT OFFICE

\* Starting with the Date of Occurrence: State briefly and plainly-What happen When, and Where, REMEDY REQUESTED and if applicable, submit copies of any documents that will support your case.

Check One:  Suspended  Sick  Discharged  Resigned  Other  Employment Date 10-02-1978

\* Begin Your Case ----> WE THE MEMBERS ACTIVE AND RETIRES  
OF ATU 308 ARE AGGRAVATED AGAINST THE NEWLY  
FORM CTA RHC PLAN DUE TO TAKE EFFECTED  
JULY 1, 2009, AND RETIREMENT PLAN FOR CHICAGO  
TRANSIT AUTHORITY EMPLOYEES EFFECTIVE JUNE  
1, 1979 AS AMENDED THROUGH DECEMBER 31, 2003. WE  
ARE DEMANDING THAT THE NEWLY FORM RHC TRUSTEE  
FOLLOW THE RETIREMENT PLAN GUIDELINE FOR ARTICLE  
3.7 CONTINUOUS SERVICE, WHEN PAYING PREMIUM, ALL  
EMPLOYEES PAY THE SAME AMOUNT. OR BE GRAND FATHER  
IN AFTER 1-18-2008 HAS 656 PASSED INTO LAW. FURTHER MORE  
THE ACTIVE MEMBERS STOP PAYING 2 PREMIUM (UNDER THE  
BEN AWARD) AND BE GIVEN CONSISTS PAYMENT FOR THE  
SECOND PAYMENT AND EQUALITY PAYMENT. UNDER SECTION  
7 CONTRIBUTIONS TO THE FUND 7.6, AND SECTION 24  
SEPARABILITY PROVISION. THESE CHANGES WERE NOT  
CHANGE CONTRACTUAL IN OUR RETIREMENT PLAN BOOK.  
(SEE ATTACHED PETITION 16 PAGES WITH MORE TO COME).  
THIS IS A CLASS ACTION GRIEVANCE

Signature Fred M. Carter

Use other side if needed

Date 6-28-09

FILED DATE: 10/23/2023 11:56 AM 2011CH15446

# OFFICIAL COMPLAINT FORM

Amalgamated Transit Union - Local 308  
205 W. Wacker Dr. - Suite 700 - Chicago, IL 60606  
Phone (312) 782-4665 or Fax (312) 782-5382

For Office Use Only

Case No.

Grievance/Arbitration  
Received

JUN 29 2009

ATU Local 308  
Chicago, Illinois

Date of Presentation to Union



Date of Presentation to Company

DO NOT WRITE ABOVE THIS LINE

## NATURE OF COMPLAINT

Check all that apply

- Harassment - Sexual  Mental
- Altercation - Verbal or Physical
- Intimidation  Verbal Insults
- Work Conditions  Suggestion
- Manager Available  Gripe
- Others

Name: ETHEL M. CARTER

Date 6-28-09

Badge: 13509

Address: [REDACTED]

City: [REDACTED]

Classification: RETIREE

Work Location: RETIREMENT OFFICE

Starting with the Date of Occurrence; State briefly and plainly - What happened, When and Where, **REMEDY REQUESTED**

If applicable, submit copies of any documents that will support your case, including names of all witnesses:

WE THE MEMBERS ACTIVE AND RETIRES FROM CTA ARE AGGRAVATED AGAINST THE NEWLY JULY 1, 2009 AND RETIREMENT PLAN FOR CHICAGO TRANSIT AUTHORITY EMPLOYEES EFFECTIVE JUNE 1, 1949 AS AMENDED THROUGH DECEMBER 31, 2003. WE ARE DEMANDING THAT THE NEWLY FORM RMC T TRUSTEE FOLLOW THE RETIREMENT PLAN GUIDELINE FOR ARTICLE 3.7 CONTINUOUS SERVICE. WITHIN PAYING PREMIUM, ALL EMPLOYEES PAY THE SAME AMOUNT. DR SHOULD HAVE BEEN GRAND FATHER IN AFTER 1-18-2008 HB65U PASSED INTO LAW. FURTHERMORE THE ACTIVE MEMBERS STOP PAYING 2 PREMIUM (UNDER THE BOND AWARD) AND BE GIVEN A CONSIST AMOUNT OF PAYMENTS AND EQUALITY PAYMENT. UNDER SECTION 7 CONTRIBUTIONS TO THE FUND 7.6, AND SECTION 24 SEPARABILITY PROVISION. THESE CHANGES WERE NOT CHANGE CONTRACTUAL IN OUR RETIREMENT PLAN BOOK (SEE ATTACHED PETITION 16 PAGES WITH MORE TO COME) THANK YOU!

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# THE PENSIONERS HEALTH CARE COVERAGE

We The Pensioners and Active Members of Chicago Transit Authority Locals' 308 and 241 are aggravated against the CTA Retirees Health Care Plan Medical, Prescription Drug and Dental Coverage slated to take affect July 1, 2009. The signatures on this petition demand an injunction to stop the inequality of payment between our membership, to begin paying health benefits on July 1, 2009.

We demand that our Union file this injunction in the courts of Cook County, Illinois before said payments are due. We further demand all members regardless of years, follow the book of the Retirement Plan for the Chicago Transit Authority Employees effective June 1, 1949 as amended through December 31, 2003, <sup>plus</sup> paid the same health care premium.

In Solidarity,

Retiree President/Bus/Agent  
ATU Local 308 Ethel Carter

Name	Badge/Pension #	List Your Status - (Pensioner or Active)
David B Owen	21874	Pensioner
Ethel M. Carter	13509	Pensioner
Valia Vast	14894	Active Worker
Rita Davis	19690	Pensioner
Eric J	26911	Active
Indira Sus	41989	Active Worker
Debra Carter	9520	Pensioner
James Matthews	21372	Active
Priscilla McMullan, S.A.	24164	Pensioner
William Thomas	25473	Active work
Bethanne Warner	24933	Active
Elaine Mears	20916	Active
P. ROBINSON	39341	ACTIVE

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Name Badge/Pension # List Your Status - (Pensioner or Active)

S. Ague 32322 Active

[Handwritten Name] 59850 Active

E. BAKER 39649 ACTIVE

[Handwritten Name] 716 Active

D. THORNTON 42124 Active

Kenneth Gotsch 38548 ACTIVE

[Handwritten Name] 44182 Active

[Handwritten Name] 23104 Active

[Handwritten Name] 15921 Active

[Handwritten Name] 1234 Pension

[Handwritten Name] 42498 Active

D. Liverson 1333 Pension

B. Rusk 1089 Pension

Clyt Stuts 25336 Active

Andre Jones 29135 Active

Estaywan Bragg 27139 Active

Syvester Marshall 27774 Active

Elvis Hunt 31322 Active

Frank Helton 32841 Active

Keith L. Davis 35961 ACTIVE

Coleris E. [Handwritten] 21127 Active

Joyce McCoy 14088 Active

Leary Anderson 14926 Active

[Handwritten Name] 1681 Active

Paul Bozeman 2136 Active

8

Name Badge/Pension # List Your Status - (Pensioner or Active)

Therese Holt	29261	Active
Marcus Joyce	35426	Active
Clare Kauls	36140	Active
John Wayne Park	47119	Active
Jim Davis	25438	Active
Delbert Jones	24931	Active
Andy Wright	29148	Active
A. Jones	42822	Active
Carl D. Williams	35673	Active
Sharon H. Bortley	27451	Active
Janessa Wilborn	23554	Active
Carriella Lewis	25609	Active
Randy Mas	42835	Active
Sam S. Hayward III	42863	Active
Angie Vazquez	44068	Active
Christopher Jensen	20821	Active
Al Jones	36009	Active
Michael	35486	Active
Carrie Joyce	22244	Active
Samuel W. King, Jr	2321	Active
Janetta Shields	22286	Active
Veronica Bahr	27489	Active
Gina L. Lohs	32205	Active
Cheryl Brown	25468	Active
Sandra Owens	26530	Active

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Name Badge/Pension # List Your Status - (Pensioner or Active)

N. Rodriguez 28674 Active

E. Madison 11409 Active

Linda Rogers 21341 ACTIVE

Latha Ross 48250 active

Edward Wilson 39659 Active

Angela Casler 37449 Active

V. McCreary 39864 Active

Monica 48360 Active

Robert 39305 active

Anthony Anderson 30691 Active

R. J. Fye 44076 Active

BENNY VACHACHIRA 20529 Active

C. Maldonado 42051 Active

T. Smith 48395 active

Rafael De la Rosa 49898 active

Er. Hunt 31362 active

Robert Miller 41985 Active

[Signature] 39109 Active

Nancy Haynes 8104 Active

James R. Green 23624 RETIRED

Thomas L. Walker 53088 //

Hosie Brown 21257 //

Edward Woodard 21692 RETIRED

BRANDON JOHN FITZGERALD [Signature] Retired 003764

10

Name Badge/Pension # List Your Status - (Pensioner or Active)

Austin Jones	21945	Pensioner
Robert Pealy	21982	PENSIONER
James Foster		Pensioner
William O. Melby	22863	Pensioner
George W. West	16319	PENSIONER
Cond Frank J.	21379	" "
Harrison Steckton	23303	Pensioner
Arthur Steckton	21852	Pensioner
Stella L. Hunt	21048	Pensioner
William Osborne	21218	Pensioner
John Lee	23510	//
WILLIE E. LEE	22561	//
SANFORD HUNT	25181	5
George Kaufman	21768	Retired
Michael Dunder Jr	21898	Pensioner
Clarence Rance	25983	Pensioner
THOMAS ANDERSON	22536	Pensioner
Nancy Thomas	915	Pensioner
Ethel L. Fuller	01710	
Barbara A. Smith	1076	Pension
Sarah P. Besty	1115	Pensioner
Mary Graham	23739	Pensioner
Julia Butler	24314	
MARILYN P. HOOKER	1335	Pensioner
Lawrence Hooker		Pensioner

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Name	Badge/Pension #	List Your Status - (Pensioner or Active)
Michael Bell	22891	PENSIONER
Johnnie Henderson	1176	Active
Christina M. Peckler	1384	Pensioner
Gynthia Brewer	20066	pensioner
Peggy NAYMON	1104	pensioner
Porter R. BYNUM	21253	Active
ROBERT JAMES	22586	Pensioner
YVONNE PAUN	1712	Pensioner
Donat Wilks	4369	Pensioner
Quanta Queen	#925	Pensioner
Paul M. Stitt	24112	Pensioner
Reginald McDowell	25947	Pensioner
Leon S. Keywood	22336	PENSION
James Baker		
Wilkie Davis	25503	Pensioner
Ed Palm	16247	
Budette Hall	26506	PENSION
Bruce Montgomery	26664	Active
Robyn May Peake	24030	Active
LeVani HAMPTON	23494	pension
Royce Neal	21096	Pension
ALENE HARRIS E.C.	16950	PENSIONER
LEON HARRIS E.C.	18005	11

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Name Badge/Pension # List Your Status - (Pensioner or Active)

James C. Larkin NELSON	21608 17559	PENSIONER "
Carrie G. Galt	34703	" "
Frank Bruno	32149	"
Leonard M. Orvis	4585	"
Joan Morris Wheeler	7466	" "
Frank Jones	34905	" "
Wallace "Hoxdo" How	23653	" "
Larry Buford	22774	"
Jasper Ragsdell	21655	PENSIONER
Suzette Smith	80933	
Thomas J. Walker	23088	"
Kenneth Simpson	1943	UNION WORKER
Calene Jackson	18732	pensioner
Harry Bishop	5987	"
E. HAMPTON	18865	PENSIONER
Annette Collins	30185	Pensioner
Ayla Brown	26954	active
Lynndee	3712	Pension
Delza Buford	7519	Pension
M. TREAKLE	8895	PENSION
Keith Mitchell	19341	PENSION
HASAN BAKER	22360	Pension
John Eppert	17512	Pension
GERALD GROSS	13699	Pensioner

(13)

Name Badge/Pension # List Your Status - (Pensioner or Active)

Lra Bailey

4884/

Retiree

Chris Carter

11

Kendra Haff

34932

Active

Marilyn Johnson-Rand

31494

active

Jan W. Sharp

7089

Retired

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# THE PENSIONERS HEALTH CARE COVERAGE

We The Pensioners and Active Members of Chicago Transit Authority Locals' 308 and 241 are aggravated against the CTA Retirees Health Care Plan Medical, Prescription Drug and Dental Coverage slated to take affect July 1, 2009. The signatures on this petition demand an injunction to stop the inequality of payment between our membership, to begin paying health benefits on July 1, 2009.

We demand that our Union file this injunction in the courts of Cook County, Illinois before said payments are due. We further demand all members regardless of years, follow the book of the Retirement Plan for the Chicago Transit Authority Employees effective June 1, 1949 as amended through December 31, 2003, <sup>paid</sup> pay the same health care premium.

In Solidarity,

Retiree President/Bus/Agent  
ATU Local 308 Ethel Carter

Name	Badge/Pension #	List Your Status - (Pensioner or Active)
CARROLL Hill	39641	WORKING
Vanessa Pondexter	39810	Active
James Rogers	45724	Working
Callie MAZIQUE	33614	Active
Stephanie S. Matthews	40708	Active
Keith M. Brown	33835	Active
Andamere Richardson	40643	Active
Ma Smith	30831	ACTIVE
Am. H. St.	45430	ACTIVE
e Livingston	45137	Active
HERNANDEZ	29892	Wkt
Martinez	31919	Active
Lopez	39203	Active

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Name	Badge/Pension #	List Your Status - (Pensioner or Active)
Dachae Newby	43135	Active
James R. [unclear]	29369	Active
Laurie Allen	39001	Active
Arthur G. [unclear]	313	Pensioner
[unclear]	59089	Active
[unclear]	39303	Active
[unclear]	30486	Deduce
Adam Pireso	49658	Active
Lamar E. [unclear]	30941	Active
Rodynn [unclear]	4305	Retired
Lies Knightsee	23882	Active
Jayker [unclear]	49694	Active
[unclear]	49667	Active
[unclear]	39329	Active
[unclear]	43119	Active
[unclear]	45389	Active
Meloni Costa	9520	PENSIONER
Bobby [unclear]	3020	PENSIONER
Jose S. Agre	3522	PENSIONER
Isaac D. Price	4244	PENSIONER
Beatrice [unclear]	3443	PENSIONER
Mzek Hall	30919	Active
[unclear]	9250	PENSIONER
Darius [unclear]	6375	Pensioner
[unclear]	5369	Pensioner 003770

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Name Badge/Pension # List Your Status - (Pensioner or Active)

James B. Baker	13548	
Donnie R Johnson	5659	pension
Ben F. Hunt	25187	PENSIONER
Willie Osborne	21219	pensioner
CLARENCE SIMMONS	8627	PENSION
Al W. Haralson	930	pensioner
Michelle Darden	156349	Pensioner
Krystal Miller	18684	Pension
Andre Tomes	29135	
Sallie Mottor	340	pensioner (wife)
Johnnie Mottor	340	pensioner
Juanita Quab	#925	PENSIONER
A. Quentin McCarty	2620	PENSIONER
Nina McClelland	45464	
Eric Slater	44560	Bus Operator
Warner Mitchell	24929	pension
Gail Galloway	4526	active
Demarcus Riquelme	17574	Pension
Nathaniel Payne	153	Pension
Clifford	38851	Active
Opie McAtter	29245	Active
Archie Guster	3283	Retired
Wif Bredson	13420	retired
LEON ERVIN	22240	Retiree
H. Tanguy Spier	20462	Bus Operator

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Name

(17)

Badge/Pension #

List Your Status - (Pensioner or Active)

Franks Holton, Jr.

35524

Pensioner

Nattie Bishop

1239

pensioner

JOH SAMS

27907

Arthur Davis Jr

45296

BUS OPERATOR

John H McCarthy

37106

BUS OPERATOR

ORVAN LYLIK

3121

PENSIONER

Lexey Franklin

4841

PENSIONERS

JAMES MCGAIGAN

21273

PENSIONER

Opha C. Miller

23634

Retired

Henry L. Hooks

00614

Retired

Jerry Mathias

21370

Active

Clemente Blanks

22529

pensioner

Donald L Roach

21412

PENSIONER

Wm Wm

Pensioner

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# THE PENSIONERS HEALTH CARE COVERAGE

We The Pensioners and Active Members of Chicago Transit Authority Locals' 308 and 241 are aggravated against the CTA Retirees Health Care Plan Medical, Prescription Drug and Dental Coverage slated to take affect July 1, 2009. The signatures on this petition demand an injunction to stop the inequality of payment between our membership, to begin paying health benefits on July 1, 2009.

We demand that our Union file this injunction in the courts of Cook County, Illinois before said payments are due. We further demand all members regardless of years, follow the book of the Retirement Plan for the Chicago Transit Authority Employees effective June 1, 1949 as amended through December 31, 2003, <sup>paid</sup> the same health care premium.

In Solidarity,

Retiree President/Bus/Agent  
ATU Local 308 Ethel Carter

Name	Badge/Pension #	List Your Status - (Pensioner or Active)
<u>Rafael Amshong</u>	<u>1725</u>	<u>Active</u>
<u>Crystal McDonald</u>	<u>44515</u>	<u>Active</u>
<u>Deann Wilcox</u>	<u>24219</u>	<u>Active</u>
<u>Barbara Hillen</u>	<u>39154</u>	<u>Active</u>
<u>Larry Love</u>	<u>14039</u>	<u>Active</u>
<u>Kevin Hill Sr.</u>	<u>44482</u>	<u>Active</u>
<u>Annelle S. Edwards</u>	<u>27789</u>	<u>Active</u>
<u>Wade Jones</u>	<u>39248</u>	<u>Active</u>
<u>Michael Sheehan</u>	<u>21474</u>	<u>Active</u>
<u>Vough Johnson</u>	<u>42532</u>	<u>Active</u>
<u>Philip Hamilton</u>	<u>44738</u>	<u>Active</u>
<u>Charles Reed</u>	<u>49355</u>	<u>Active</u>
<u>Raymond Crawford</u>	<u>26318</u>	<u>Active</u>

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(19)

Name	Badge/Pension #	List Your Status - (Pensioner or Active)
RACHEL BANKHEAD	#24864	ACTIVE
Lisha Shaffer	31858	Active
LATRICE Hodges	32341	ACTIVE
Diane Sharp	44884	Active
Shawn Rogers	35672	Active
Yue Pitts	26666	Active
Linda Nelson	31331	Active
William Washington II	44652	Active
Cheryl Soules	49403	Active
Janira Cuckerman	47912	Active
Kotlye Powell	26661	Active
Keimie Lemons	20974	Active
Carlo Stewart	48394	Active
Matthew Wells	35879	Active
Richard P. Crane	22036	Active
STEWART D. WILLIAMS	24915	ACTIVE
Danny Barber	15069	Active
Jan Folden	1691	ACTIVE
Richard Smith	32328	Active
Q. N. Burr	32281	Active
Ronald E. Cook	15633	Active
Loleen D. Baker	36561	Active
Brian Whitson	32783	Active
Fred Jones	39337	Active
Richard White Sr	35772	Active

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(20)

Name Badge/Pension # List Your Status - (Pensioner or Active)

James Burns 32276 Active

[Signature] 37412 Active

Burlingame/Montgomery 26464 Active

Kimberly (Miss) 39535 Active

Donita Thomas 27419 Active

Marcia Spain 21847 Active

Marshall Coe 23101 Active

Tambora Thompson 3742 Active

A Jones 37443 Active

Maria Foster 44512 Active

Kimberly Wakefield 32253 Active

Bruce Ross 37241 Active

Augustus P. Kupner 21442 PENSIONER

Cheryl Stoker 16204 Active

Ra. Sonya Sharkey 26868 Active

Francis Gray Cole 32587 Active

[Signature] 23400 Active

Thomas Kevin Barlow 49598 Active

Untye Baer 49087 Active

[Signature] 44734 Active

Adrian Tucker 32298 Active

Chris Hunt 31322 Active

Bruce Holmes 27234 Active

Jimie Dan 26086 Active

[Signature] 49379 Active

(21)

Name	Badge/Pension #	List Your Status - (Pensioner or Active)
Robert Johnson	22956 P	PENSION
Janet Eason	24069	Active
Sherry Brown	32231	Active
Saul Ayala	42500	Active
Lynn R. Miller	24129	Active
Mr. Jones	31994	Active
[Signature]	31321	Active
P. Boyd	42663	Active
B. Garner	36020	Active
J. Ball	39529	Active
Carmen Gilliam	39820	Active
Arnold Graham	40369	Active
Christine Reed	37163	Active
Michelle W. Crockett	35430	Active
Herman Sampson	25432	Active
Tony L. Caroline	24067	Active
Dawn L. William	37599	Active
Raymond Washington	1376	Retired
Elizabeth Lowell	31375	Active
Robert L. Bierman	6535	Active
Mark Anderson	35466	Active
A. Bell	26480	Active
D. Morgan	44599	Active

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CHICAGO TRANSIT AUTHORITY

P.O. Box 7568  
 Chicago, Illinois 60680-7568  
 TEL 312 681-4100  
 rgierut@transitchicago.com

**RECEIVED**

DEC - 8 2009

EMPLOYEE RELATIONS  
 DUE PROCESS

**ROBERT M. GIERUT**  
 Vice President  
 EMPLOYEE RELATIONS

December 7, 2009

Mr. Robert Kelly  
 President and Business Agent  
 ATU Local 308  
 205 West Wacker Drive, Suite 700  
 Chicago, IL 60606

**RE: Ethel Carter  
 CTA Retiree  
 Grievance No. 0609-21**

Dear Mr. Kelly:

The Employee Relations Department has completed a review of the above captioned grievance filed by CTA Retiree, Ethel Carter. Ms. Carter's grievance concerns the establishment of the Retiree Health Care Trust. (RHCT) The result of this review reveals that retirees do not have grievance rights. As such, her grievance is denied.

In addition, the financial challenges facing the Retirement Plan for Chicago Transit Authority Employees (the Retirement Plan) have been well publicized. At the end of 2006, the CTA Retirement Plan was only 30% funded, which means it could cover only 30% of future expenses, including both pension payments and health care costs. Health care costs were also expected to increase significantly.

Historically, the retiree health care plans offered by the CTA were considered to be very generous when compared to similar plans offered by other public and private employers. The plans were free for retirees, with a fixed premium rate for dependent coverage regardless of the number of dependents covered. This is very uncommon. When combined with rising health care costs, these plan features meant that the Retirement Plan would have to pay a larger portion of future health care expenses if no changes were made to either the plan design or the payment structure.

To address the financial challenges facing the CTA's retirement program, the Illinois legislature passed two (2) laws in 2006 and 2008.

Public Act (PA) 94-839 (June 6, 2006): This Act required the CTA to separate the funding for retiree health care benefits from the funding for pension payments by January 1, 2009.

December 7, 2009

Robert Kelly

Re: Ethel Carter/CTA Retiree

Grievance No. 0609-21

Page 2 of 3

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**Public Act (PA) 95-708** (January 18, 2008): Amended Section 22-101B of the Illinois Pension Code and Section 3-2.3(a)(7) of the IL State Auditing Act to include the following:

- The CTA Retiree Health Care Trust (RHCT) was established as an independent entity to provide health care benefits to CTA retirees, their dependents, and survivors. The Trust is managed by a Board of Trustees comprised of three union representatives, three representatives appointed by the CTA, and a professional fiduciary appointed by the RTA. The RHCT was expected to assume responsibility for retiree health care benefits some time after January 1, 2009 but not later than July 1, 2009.
- To be eligible for retiree health care coverage, a CTA employee must be at least 55 years old and have at least 10 continuous years of service if he/she retires after January 18, 2008 (note: the implementation of this change has been, and continues to be, delayed by court order).
- Once the RHCT assumed financial responsibility for retiree health care (no later than July 1, 2009), the retiree health care benefit program could not offer any plan that includes coinsurance levels higher than 90% coverage for in-network services or 70% coverage for out-of-network services (after a deductible has been paid).
- The retiree health care benefit program must be reviewed annually to determine if there are sufficient funds to cover its future obligations. If current funds are insufficient, then contribution increases (i.e., increased premiums) and/or benefit decreases (i.e., reduced coverage) must be implemented to eliminate the shortfall within ten years.
- The total contributions received from participants (i.e., retirees, dependents, and survivors) taken together cannot exceed 45% of total RHCT expenses in the prior plan year.
- Active employees are required to contribute at least 3% of their salary to the RHCT effective January 1, 2008.

December 7, 2009

Robert Kelly

Re: Ethel Carter/CTA Retiree

Grievance No. 0609-21

Page 3 of 3

### **Establishing the CTA Retiree Health Care Trust**

The CTA RHCT was established in May 2008. The Trust was initially funded with approximately \$529 million received from the CTA's issuance of pension obligation bonds. It also receives income from the following sources:

- **Retiree/dependent/survivor premium contributions.** Historically, retirees only paid medical care premiums for their dependents (approximately 20% of the total cost), and their survivors paid premiums if they continued coverage after a retiree's death. Retirees also paid a portion of the premium cost for dental coverage for themselves and their dependents. Beginning July 1, 2009, the RHCT began collecting premium contributions from retirees for their coverage as well.
- **Payroll deductions from active CTA employees.** Beginning January 1, 2008, all active CTA employees pay a percentage (currently 3%) of their gross salary deducted from their paychecks.
- **Investment returns.** The Trust Fund balance is invested, and the income from those investments (net of losses and expenses), is returned to the Fund.

The CTA RHCT assumed full responsibility for the funding, payment and administration of health care benefits for CTA retirees, their dependents, and survivors not later than July 1, 2009.

As a CTA retiree, Ms. Carter has no standing to file a grievance regarding the aforementioned legislation or the actions taken by the Retiree Health Care Trust Trustees. This Grievance No. 0609-21 is not grievable.

Sincerely,



Robert M. Gierut  
Vice President  
Employee Relations

cc: K. Ray  
G. Morris  
R. Brown  
W. Mooney Sr.  
D. Traxler



567 West Lake Street  
Chicago, Illinois 60661-1498  
TEL 312 664-7200  
www.transitchicago.com

December 12, 2009

Mr. Robert Kelly  
President and Business Agent  
Amalgamated Transit Union, Local 308  
205 West Wacker Drive, Suite 700  
Chicago, Illinois 60606

Re: Ethel Carter  
Badge: 13509  
Grievance: 0609.21

Dear Mr. Kelly:

This is to advise that in accordance with Article 16, Step 2, of the parties' Collective Bargaining Agreement, Employee Relations has completed a review of the above-captioned matter as requested by Local 308. The Step 2 grievance meeting was held in the Employee Relations Department on **December 10, 2009**.

The review included investigation of all additional information and argument provided by representatives of Local 308 and all supporting documentation supplied by the respective CTA department(s) involved. After discussion of all additional information it is the opinion of this department that the original decision reached by the employee's department manager should be upheld.

Therefore, based on our investigation, please be advised that Grievance No. **0609.21** is denied in its entirety.

Sincerely,

A handwritten signature in cursive script, appearing to read "Cary Morgen", is written over the typed name.

Cary Morgen  
General Manager  
Labor Relations

CM/jm  
12/12/09  
cc: G.M./Adm. Mgr. work location; B. Alexander; Records; File

# Exhibit 12

Carter Letter and Documents  
(Redacted Version)

Ether CARTER

PHOENIX AZ 852

27 AUG 2018 PM 5 L

Curly + Robinson Curly PC  
300 South Wacker Drive Suite 1700  
Chicago, IL. 60606



Notes

August 27, 2018

Hi Alan,  
Nice talking to you  
Hope this helps!

ETHER CARTER

FOUR PAGES



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Robert Kelly, President/Business Agent  
**AMALGAMATED TRANSIT UNION LOCAL 308**

CHICAGO ORGANIZED 1902  
205 W. WACKER DRIVE—SUITE 700  
CHICAGO, ILLINOIS 60606  
(312) 782-4665  
FACSIMILE (312) 782-5382



www.atu308.org

Marilyn Perkins-Hooker, Secretary-Treasurer  
Kim Mitchell, Assistant Secretary-Treasurer  
Bryant Alexander, 1<sup>st</sup>. Vice President  
Eric Dixon, 2<sup>nd</sup>. Vice President

GRV. (S) 609-21  
Grievance Reference Number

Dear Member:

In compliance with Article 16 (the Grievance Procedure) of the Wage and Working Conditions Agreement between the CTA and the ATU Local 308, attach is/are copies of the Departments General Managers second step reply concerning the above-captured grievance(s).

**PLEASE BE ADVISED THAT THIS**  
**INFORMATION IS ONLY AN UPDATE ON**  
**YOUR GRIEVANCE<sup>1</sup>**

Your case has been **denied** by your departments General Manager. Therefore, your case is being presented to the CTA's Industrial Relations Department. This is the third step of the grievance procedure and you will be notified of the CTA's Industrial Relations Departments final disposition at a later date.

Fraternally,

Eric Dixon

2<sup>nd</sup>. Vice-President/  
Co-Grievance Chairman

Attachments

cc: Grv. File/record \_\_\_\_\_

1. Please be advised, when filling out your grievance(s) and/or correspondences with this office, do not forget to include your home (NOT - WORK AREA) Address along with the City, State and Zip Code and a current Home Phone Number. This information is very important in processing this case. Should you have a change of address, etc., during this processing of your case, please notify this office immediately to avoid delay!

C:\Documents and Settings\baalex\Desktop\GRIEVANCE Files\Grv-Update Ltr..doc



P.O. Box 7568  
Chicago, Illinois 60680-7568  
TEL 312 681-4100  
rgjerut@transitchicago.com

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EMPLOYEE RELATIONS  
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(3)  
December 7, 2009  
Robert Kelly  
Re: Ethel Carter/CTA Retiree  
Grievance No. 0609-21  
Page 2 of 3

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4

December 7, 2009  
 Robert Kelly  
 Re: Ethel Carter/CTA Retiree  
 Grievance No. 0609-21  
 Page 3 of 3

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Sincerely,



Robert M. Gierut  
 Vice President  
 Employee Relations

cc: K. Ray  
 G. Morris  
 R. Brown  
 W. Mooney Sr.  
 D. Traxler

# Exhibit 13

Excerpt of 6/25/09 Trust Board Meeting

15TH MEETING OF THE  
CHICAGO TRANSIT AUTHORITY  
RETIREE HEALTH CARE TRUST

REPORT OF PROCEEDINGS had in the  
above-entitled matter before The Board of Trustees  
of the Chicago Transit Authority Retiree Health Care  
Trust, at One North Franklin Street, 3rd Floor, on  
June 25 28, 2009, commencing at the hour of  
12:15 p.m.

TRUSTEES:

MR. JOSEPH PASS (Chairman)

MR. JOHN KASMER

MR. DON FRANKLIN

MR. ROBERT KELLY

MS. THERESA MINTLE

MS. LYNN SAPYTA

MR. PAUL SIDRYS

MR. JOHN V. KALLIANIS, Executive Director.

COPY

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1 don't, you don't.  
 2 MR. DOERRER: Don't get me wrong, I don't  
 3 want to, again, set expectations, which is always a  
 4 big issue.  
 5 MR. SIDRYS: I appreciate that. Thank you. 03:00  
 6 MR. BRAMSTAEDT: Just to throw it into the  
 7 mix. And I'm not recommending it. I want to make  
 8 sure it was thought of.  
 9 You could do -- of the people who are  
 10 declining or not responding, we could do a sample 03:01  
 11 and a focus group or we can do a sample and reach  
 12 out calls to some example of that group.  
 13 CHAIRMAN PASS: Questionnaire to a certain  
 14 number of them.  
 15 MR. BRAMSTAEDT: Or you can send a 03:01  
 16 questionnaire to all of them actually. You can mail  
 17 a questionnaire. So those are other options for  
 18 gathering information that hadn't yet been talked  
 19 about.  
 20 MR. DOERRER: That's a big mailing. 03:01  
 21 MR. KALLIANIS: The other seed that I would  
 22 like to plant before we leave this conversation is  
 23 if there is a way to amend Group Administrators'  
 24 contracts to allow for them to administer the means

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1 test if that's the way we go.  
 2 I would be -- without a vote, I would still  
 3 be fully in favor of something like that.  
 4 MR. FRANKLIN: Don't they have and other  
 5 duties as assigned? 03:01  
 6 MR. KALLIANIS: What I am saying is  
 7 depending on the universe of people you are talking  
 8 about, there will be a pretty labor intensive  
 9 process that we are not equipped to handle in the  
 10 office right now. 03:02  
 11 MR. DOERRER: Do we need to make that  
 12 decision now?  
 13 MR. KALLIANIS: About Group Administrators?  
 14 MR. DOERRER: Yes. I'm wondering how we  
 15 are going to do that. 03:02  
 16 MR. KALLIANIS: I am saying I said planting  
 17 the seed.  
 18 MR. KELLY: John, I had brought up -- and I  
 19 don't know where we are -- the issue of rounding up.  
 20 We all know this is going to be bad come the end of 03:02  
 21 next year. And I hate to say this politically and  
 22 all that. But there are a lot of people in this  
 23 room. We are going to be forced to make a decision.  
 24 There is one side that doesn't have to

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1 answer to the membership at all. So whatever they  
 2 decide, whether they -- you know, that's one thing.  
 3 But there are three of us that do have to  
 4 answer the membership -- well, not Joe. But there  
 5 are others of us that do. 03:02  
 6 And if I am going to have to raise these  
 7 prices next year, okay, then I am going to sit here  
 8 and say that I would rather do the rounding up now  
 9 and give the people relief knowing the fact that I  
 10 may have to cast that vote next year that says: 03:03  
 11 Yeah, your premium is going to double or triple.  
 12 But if I can get them relief in between and  
 13 hope that in the next 16, 18 months that we can come  
 14 up with a cure for some of these problems, it's a  
 15 chance I have to take. 03:03  
 16 I mean -- and I really believe that we  
 17 should do this based on the fact that these people  
 18 had no clue this was coming.  
 19 MS. MINTLE: Bob, actually, there is two  
 20 sides to this. There is the retirees and there is 03:03  
 21 the actives. And if you recall, the actives are  
 22 making contributions.  
 23 MR. KELLY: They are.  
 24 MS. MINTLE: And we sort of have to answer

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1 to that side of the equation. So we, too, answer to  
 2 membership.  
 3 MR. KELLY: But even three percent is not  
 4 coverage.  
 5 MS. MINTLE: But the point of the matter is 03:03  
 6 that three percent can be raised at will based on  
 7 what decisions we make here.  
 8 And so when you talk about what is going to  
 9 happen to the retirees' premiums, the same thing can  
 10 happen to what actives have to contribute at will. 03:03  
 11 They have no say in the matter.  
 12 So any decisions that we make today that  
 13 may affect the cost will also affect what happens to  
 14 the active employees and their contributions. And I  
 15 see a lot of actives signed these petitions, as 03:04  
 16 well.  
 17 So as a fiduciary, I have to be very  
 18 cognizant about the decisions we make as one-offs to  
 19 what the long-term consequences are going to be to  
 20 the bottom line cost to this plan and the Fund that 03:04  
 21 funds it.  
 22 And I have to make every decision based on  
 23 that.  
 24 And it makes me very uncomfortable today to

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Page 164	<p>1 possibly have to make a decision that will start</p> <p>2 costing us money immediately that will only</p> <p>3 exacerbate the problem that we can all sit here</p> <p>4 today knowing full well is going to be even worse in</p> <p>5 18 months when we have to revisit the plan design. 03:04</p> <p>6 MS. SAPYTA: Bob, I don't disagree with the</p> <p>7 compassion that you feel for everybody. I mean, I</p> <p>8 think we all feel that way and I thank you for</p> <p>9 always bringing these matters out.</p> <p>10 It's really hard for everybody. This has 03:05</p> <p>11 been a no win situation.</p> <p>12 MR. KELLY: Well, I think it's a lot harder</p> <p>13 for some than others.</p> <p>14 MS. SAPYTA: Well, you have an election, we</p> <p>15 don't. But we all care about everybody, whether 03:05</p> <p>16 they are a union member or exempt member.</p> <p>17 To me, having been on the Committee for so</p> <p>18 long, this is why we are in this trouble because we</p> <p>19 kept doing things that we couldn't afford. And we</p> <p>20 are just going to dig a hole deeper and deeper. 03:05</p> <p>21 I have a lot of empathy for these people.</p> <p>22 So do you. It doesn't matter to me whether they are</p> <p>23 union or exempt. Everybody is in the same boat and</p> <p>24 it's terrible.</p>	Page 166	<p>1 MR. KELLY: Once they fall two months</p> <p>2 behind, they are not going to pay that. There is no</p> <p>3 way in the world they are going to pay that. They</p> <p>4 won't have the money. Once they are behind that</p> <p>5 second month, it's gone. You kiss can it goodbye 03:06</p> <p>6 and that's not right.</p> <p>7 We need to avoid making them be without</p> <p>8 insurance, instead of hoping that they default and</p> <p>9 we can help the others.</p> <p>10 MR. FRANKLIN: How many people are affected 03:06</p> <p>11 by the round up?</p> <p>12 MR. BURNS: Several hundred.</p> <p>13 MR. KELLY: I think overall was 700</p> <p>14 something. No, more than that.</p> <p>15 MR. FRANKLIN: My question is how can we 03:07</p> <p>16 make an adjustment for them sort of prospectively</p> <p>17 now and people have made all kinds of decisions</p> <p>18 about maybe a different plan because of what the</p> <p>19 rate was in the old plan without opening up the</p> <p>20 whole enrollment decision? We changed the round up. 03:07</p> <p>21 MR. KELLY: I agree with you. We just said</p> <p>22 that. Whatever plan they have, they are going to</p> <p>23 have to stay with until next year. That's it. We</p> <p>24 will round them up, but they are going have to stay</p>
Page 165	<p>1 MR. KELLY: It's just the thought that</p> <p>2 scares me that John says that a thousand people</p> <p>3 didn't check that box. That scares the hell out of</p> <p>4 me. And that tells me there is probably darn near</p> <p>5 well over half of them are going to default on not 03:05</p> <p>6 making that payment. I would be willing to bet</p> <p>7 that.</p> <p>8 MS. SAPYTA: You are probably --</p> <p>9 MR. BURNS: Actually, with each person that</p> <p>10 declines coverage, Mitch is going to be rerunning 03:05</p> <p>11 our actuarial liabilities.</p> <p>12 And there is actually going to be</p> <p>13 perversely enough more money for such a change like</p> <p>14 rounding up or for a means test. Everything is out</p> <p>15 of kilter. And that's the reality. 03:06</p> <p>16 MR. KALLIANIS: Mitch has already made</p> <p>17 assumptions about how many are going to decline.</p> <p>18 MR. BRAMSTAEDT: And so far the enrollments</p> <p>19 have not been outside of those assumptions.</p> <p>20 MR. KELLY: You know, the reality is you 03:06</p> <p>21 got people who are in that 25 to 29 year range,</p> <p>22 which is the biggest hit that are -- I don't know</p> <p>23 how many of them did not check that box.</p> <p>24 MR. KALLIANIS: That's what Theresa asked.</p>	Page 167	<p>1 with the plan. We can't do an open enrollment</p> <p>2 because, obviously, that's costly.</p> <p>3 MR. FRANKLIN: So the rounding up benefits</p> <p>4 the people who fall into that category.</p> <p>5 MR. KELLY: It benefits everybody. Because 03:07</p> <p>6 even when you round up, you are still -- if you went</p> <p>7 to an HMO, it's still cheaper.</p> <p>8 The difference between the two plans,</p> <p>9 correct me if I am wrong, was like 30, \$40 a month;</p> <p>10 am I correct, between the PPO and HMO? 03:07</p> <p>11 MR. BRAMSTAEDT: That's about right.</p> <p>12 MR. KELLY: So it's going to drop down.</p> <p>13 It's going to be the person that had 29.8 years is</p> <p>14 now going to have 30 years is \$84 and the other one,</p> <p>15 I think, was 60 something. So they still make the 03:08</p> <p>16 savings.</p> <p>17 They are not going to change.</p> <p>18 MR. FRANKLIN: But I am saying maybe they</p> <p>19 would have stayed with the PPO had they known that</p> <p>20 you were going to round them up but they went to the 03:08</p> <p>21 HMO instead so now they get a lower cost HMO but</p> <p>22 they would really have rather been --</p> <p>23 MR. BURNS: But for 18 months they would be</p> <p>24 locked in, but then they would have the benefit of</p>

(Pages 164 to 167)

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Page 168

1 the choice as of 1/11.

2 MS. MINTLE: But what message are we

3 sending those people if we are giving them the

4 rounding up now, but it may not matter in 18 months

5 if we have to redesign the plan so much? 03:08

6 MR. KELLY: The message we give them, we

7 care enough for the first 18 months we can help you.

8 MS. SAPYTA: What about the all the people

9 that are sitting out here that didn't know there

10 were going to be bands and they retired when they 03:08

11 had 24 years?

12 MS. MINTLE: We are not helping them

13 because we are giving them years, but we are not

14 giving them anything else.

15 MR. KELLY: You give them something. 03:08

16 MS. MINTLE: What are we giving them?

17 MR. KELLY: There are people out there.

18 Ask them.

19 MR. KALLIANIS: A lower premium.

20 MS. SAPYTA: Let her stand up and talk. 03:09

21 MR. KELLY: There is a gentleman standing

22 right over there. Stand up, Pete.

23 CHAIRMAN PASS: Sure, go ahead, speak.

24 MR. PFISTER: Pete Pfister, P-f-i-s-t-e-r,

Page 169

1 Peter.

2 MR. KELLY: How many years do you have,

3 Pete? How many years did you have?

4 MR. PFISTER: I am seven weeks short of 30

5 years and I would have worked, but I had to have a 03:09

6 hip replacement. I couldn't walk anymore, so that's

7 why I retired earlier.

8 MS. MINTLE: When did you retire, Pete?

9 MR. PFISTER: It's almost three years ago.

10 MR. KELLY: Seven weeks short? 03:09

11 MR. PFISTER: Yeah. Anyway, what I was

12 saying instead of the five-year brackets, it should

13 be done year by year, which would be interpreted.

14 CHAIRMAN PASS: It's easy to say, but it is

15 very, very difficult. 03:09

16 MR. PFISTER: I wanted to go for the round

17 up. If you are more than halfway there, you know.

18 CHAIRMAN PASS: All right.

19 MS. CARTER: Thank you, Joe. It's good to

20 see you. I served on the RAC Board. My name is 03:10

21 Ethel M. Carter. I was president and business agent

22 of Local 308 and I served on the board with Lynn.

23 And Lynn said just what I was thinking in

24 my mind. A lot of stuff happened that shouldn't

Page 170

1 have happened because of the division.

2 Now, here is the reality. I live in

3 Arizona. I got that letter and I cried like a baby.

4 And I said I got to come back here and I got to try

5 to do something. 03:10

6 So as I moved about the property, 241 and

7 308 members are on that list.

8 You know what the people say? They say

9 that the RAC Board failed us. They failed us by not

10 giving us information. 03:10

11 Had we known six months early that this was

12 coming to us, we could have prepared ourselves. How

13 would we have prepared ourselves, you would have

14 told us this was the decision that was being made

15 and so you have this amount of time to opt out and 03:11

16 go to a new plan.

17 Now, I signed my sheet reluctantly because

18 I need health care. And the reason I signed it is

19 because I don't have letters that say that I was

20 part of the, you know, CTA plan and nobody will pick 03:11

21 me up because you only give me ten days to make a

22 decision. I need health care.

23 Now, I make -- I get a check of \$3,000,

24 okay. Some might think that I can afford this. But

Page 171

1 I am here to tell you all -- and I am going to try

2 not to cry -- my daughter had a nervous breakdown.

3 I got both my grand boys. I got a \$1,200 a month

4 mortgage. And I got other bills that's crazy.

5 Nobody gives me money for my kids. 03:11

6 Is that a hardship? And you going to make

7 the decision.

8 But I just want to say one thing and thank

9 you, Joe, and I will set down.

10 You see this book? This book was always 03:11

11 the Bible to me. This book said all I needed was 25

12 years of continuous service to retire.

13 I had a dream in 1978 when I came here.

14 This was my dream. I did 27 years and six months.

15 We don't have a problem with paying for health care. 03:12

16 But it's as Lynn said to me and I hugged

17 and kissed her, across the board everybody wanted to

18 pay the same thing. It's called equality. That's

19 what Dr. King fought for. I thank you.

20 CHAIRMAN PASS: Okay. We have -- I guess 03:12

21 there is a motion. I don't know whether we have a

22 motion on the second or not. Do we have a second?

23 Bob, you made that motion; is that correct?

24 MR. KELLY: Yes, I did.

(Pages 168 to 171)

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Page 172	Page 174
<p>1 MR. KALLIANIS: It was on the rounding up.                  2 CHAIRMAN PASS: For those --                  3 MR. BURNS: For the nearest whole year.                  4 CHAIRMAN PASS: Do I have a second?                  5 MR. FRANKLIN: What is the effective date 03:12                  6 of that?                  7 CHAIRMAN PASS: It would be for those who                  8 are already retired.                  9 MR. KELLY: Only those who retired.                  10 Everybody else would have to be -- 03:12                  11 MR. FRANKLIN: So it would be effective now                  12 is what you're saying.                  13 MR. KALLIANIS: People we approve today                  14 would be included, too. They retire effective                  15 July 1st, just so we are clear. 03:13                  16 MR. KELLY: Actually.                  17 MR. BURNS: It may not matter to that                  18 universe depending on where they are at. It would                  19 be all those retired before July 1.                  20 MR. KALLIANIS: Right. So people up to and 03:13                  21 including June --                  22 CHAIRMAN PASS: 30.                  23 MR. KELLY: Correct.                  24 MR. FRANKLIN: Has the motion been</p>	<p>1 MS. CLARK: It doesn't have an effect on                  2 me. But the consensus is out -- if I may speak,                  3 Joe, with the retirees is that everybody should just                  4 pay the same according the book.                  5 So the motion you are all making is a great 03:14                  6 motion for the 30-year people. It will help                  7 somebody, but it won't help me.                  8 MR. FRANKLIN: So the question is how do we                  9 get back to balance? I mean, that exercise we went                  10 through about can you make this trade-off for that 03:14                  11 trade-off, already we would be taking it out of                  12 balance.                  13 MR. DOERRER: Can I ask a question?                  14 CHAIRMAN PASS: If you are talking about                  15 the balance of a 45 percent, that's what you are 03:15                  16 talking about, I don't think that 700,000 is going                  17 to impact that. Would I be correct?                  18 MR. BRAMSTAEDT: There are two issues. If                  19 you make this decision, it's going to add an                  20 additional cost to the plan. 03:15                  21 To your point there has been no discussion                  22 of any other reduction to offset the difference.                  23 It's a fairly small difference.                  24 But you have to remember we are at the</p>
Page 173	Page 175
<p>1 seconded?                  2 CHAIRMAN PASS: No. I'm asking. Do we                  3 have a second? I will second the motion.                  4 MR. FRANKLIN: Can I have some more                  5 discussion then? 03:13                  6 CHAIRMAN PASS: Sure.                  7 MR. FRANKLIN: Do we have any idea what it                  8 is going to cost the plan?                  9 CHAIRMAN PASS: About \$700,000 a year.                  10 MR. KELLY: Approximately 650,000 a year. 03:13                  11 MR. KALLIANIS: Now, you are running down.                  12 MR. KELLY: Between 6 and 700,000, John, a                  13 year. Between 6 and 700,000 a year.                  14 MS. MINTLE: Annual.                  15 MR. KASMER: I need a little clarification. 03:14                  16 Are we still talking about a maximum of six months                  17 and only if it affects the next bracket?                  18 MR. KELLY: Next bracket. Because anybody                  19 with 27 or 28 aren't going to change.                  20 MR. KASMER: That's what I'm wondering. 03:14                  21 That's why when you were saying about equal, I don't                  22 know if she understands. When you said equal                  23 premiums.                  24 MR. KELLY: It won't affect her at all.</p>	<p>1 maximum of the 45 percent. So there is no way to                  2 adjust that number in the future. The only thing                  3 you can adjust is income from the three percent or                  4 plan exactly.                  5 MR. KELLY: And conceivably the fact that X 03:15                  6 amount of people have not signed up could offset                  7 that, too, isn't it?                  8 MR. BRAMSTAEDT: True. But we have already                  9 assumed that people wouldn't join. And what has                  10 happened has not been outside of the assumptions. 03:16                  11 What we have expected to happen has                  12 happened.                  13 MR. KELLY: With the thousand people that                  14 haven't put in their slip, if it continues down that                  15 trend, that could very well easily offset this. 03:16                  16 We won't know that, though, for a couple                  17 months down the road.                  18 And the people who default on their thing                  19 and pull out -- like I said, once they hit the two                  20 months, there is a lot of people who are going to 03:16                  21 fall into a 25 to 29.6. When they default if they                  22 are in that group that didn't send the slip, they                  23 are not going to come back.                  24 MS. SAPYTA: Mitch, can I ask, I thought</p>

(Pages 172 to 175)



# Exhibit 14

Excerpt of 2009 Enrollment Guide

**cta**  
**RHCT**

Retiree Health Care Trust

# CTA RETIREE HEALTH CARE PLAN 2009 ENROLLMENT GUIDE

Medical, Prescription Drug, and Dental Coverage  
from

July 1, 2009 through December 31, 2010

for

Retirees/Disabled Pensioners/Surviving Spouses



## RETIREE HEALTH PLANS ENROLLMENT GUIDE

for coverage from July 1, 2009 through December 31, 2010

### *Determining Your Monthly Contribution for Medical Coverage*

#### Retiree Only Coverage

If you are a retiree and are planning to elect coverage only for yourself (even if you are married or have children), you will use the table below to determine your monthly contribution for medical coverage.

Here are the steps to follow:

1. Identify your years of pension service in the far-left column. Your years of pension service are listed next to your address on your open enrollment packet envelope.
2. Identify whether you are Medicare eligible. If you are not Medicare eligible, you will look up your rates in the light gray set of columns. If you are Medicare eligible, you will look up your rates in the white set of columns.
3. Find the column for the medical plan option in which you want to enroll. If you want to enroll in the PPO plan, for example, your rates will be under the column labeled "PPO." If you do not know what plan you want to enroll in, you can use this table to compare the monthly premium rates if that will be a factor in your decision.
4. Circle the premium rate for the plan you have selected. Write that amount in the space provided in the Determining Your Total Monthly Premium Cost section on page 18.

---

*If the years of pension service on your enrollment packet envelope is 0 or missing, please call the CTA Retirement Office.*

---

RETIREE ONLY COVERAGE						
Retiree's Years of Pension Service	If You are not Medicare Eligible			If You are Medicare Eligible		
	PPO	HMO IL	UniCare	PPO	HMO IL	UniCare
35 or more years	\$42	\$38	\$37	\$14	\$15	\$15
30 to less than 35 years	\$85	\$77	\$73	\$28	\$30	\$30
25 to less than 30 years	\$254	\$231	\$219	\$83	\$90	\$89
20 to less than 25 years	\$338	\$308	\$292	\$110	\$120	\$118
15 to less than 20 years	\$549	\$500	\$475	\$179	\$194	\$192
10 to less than 15 years	\$634	\$577	\$548	\$206	\$224	\$222
Less than 10 years	\$761	\$692	\$658	\$248	\$269	\$266

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# Exhibit 15

RHCT 4605-4607  
(Redacted Version)

FILED DATE: 10/23/2023 11:56 AM 2011CH15446



Ethel M. Carter

Subj: 8, 2009

JOSEPH P. PASS Esq. + TRUSTEE  
RETIREE HEALTH CARE TRUST  
10 SOUTH LA SALLE SUITE 1100  
CHICAGO, IL 60603

MY NAME IS ETHEL M. CARTER  
13509. THE PURPOSE OF THIS LETTER,  
IS I AM EXPERIENCING A HANDSHIP FROM  
THE HOB650, AND RHC PLAN I WILL  
SEND PERSONAL INFORMATION WHEN I  
GO BACK TO AZ. BUT FOR NOW MY  
PRESCRIPTION DRUGS ARE A KILLER!  
(SEE <sup>13</sup>GRIEVANCES ATTACHED)  
AND COMPLAINT FORM 20 PAGES

P.S. THIS CAME WITH PERMISSION  
FROM ATU LOCAL 308

Sincerely,

Ethel M. Carter  
13509  
RETIREE (1)

ETHEL CARTER / RCHT  
GRIEVANCE BLANK

FOR C.T.A. USE ONLY

FOR ATU 308 USE ONLY

Amalgamated Transit Union - Local 308  
265 W. Wacker Dr. - Suite 700 - Chicago, IL 60606 - 312/782-4605  
Freedom Through Organization



Grievance/Arbitration  
Received  
JUN 29 2009  
ATU Local 308  
Chicago, Illinois

Date of Presentation to Company: JUNE 28, 2009  
DO NOT WRITE ABOVE THIS LINE

Name: ETHEL M. CARTER  
Address: [Redacted] Phone: [Redacted]  
City: [Redacted] State: [Redacted] Zip Code: [Redacted]

Classification: RETIREE Terminal: RETIREMENT OFFICE

Check One:  Suspended  Sick  Discharged  Resigned  Other  
Employment Date: 10-02-1978

\*Begin Your Case -> WE THE MEMBERS ACTIVE AND RETIRES  
OF ATU 308 ARE AGGRAVATED AGAINST THE NEWLY  
FORMED CTA RHC PLAN DUE TO TAKE EFFECTED  
JULY 1, 2009, AND RETIREMENT PLAN FOR CHICAGO  
TRANSIT AUTHORITY EMPLOYEES EFFECTIVE SINCE  
1979 AS AMENDED THROUGH DECEMBER 31, 2003 HE  
ARE DEMANDING THAT THE NEWLY FORMED TRUSTEE  
FOLLOW THE RETIREMENT PLAN GUIDELINE FOR ARTICLE  
2.7 CONTINUOUS SERVICE, WHEN PAYING PREMIUM, ALL  
EMPLOYEES PAY THE SAME AMOUNT, OR BE GRANTED  
IN AFTER F18-2008 HOUSE PASSED INTO LAW. FURTHER MORE  
THE ACTIVE MEMBERS STOP PAYING 2. PREMIUM (UNDER THE  
BEN AWARD) AND BE GIVEN CUMULATIVE PAYMENT FOR THE  
SECOND PAYMENT AND EQUALITY PAYMENT. UNDER SECTION  
1 CONTRIBUTIONS TO THE FUND 7.6, AND SECTION 2.4  
SEPARABILITY PROVISION. THESE CHANGES WERE NOT  
CHANGES CONTRACTUAL IN OUR RETIREMENT PLAN BOOK.  
(SEE ATTACHED PETITION 16 PAGES WITH MORE TO COME)  
THIS IS A CLASS ACTION GRIEVANCE

Signature: Ethel M. Carter

Use other side if needed

Date: 6-28-09

FILED DATE: 10/23/2023 11:56 AM 2011CHI15446

FOR C.T.A. USE ONLY

# GRIEVANCE BLANK

Amalgamated Transit Union - Local 308  
205 W. Wacker Dr. - Suite 700 - Chicago, IL 60606 - 312/782-4665  
Freedom Through Organization



FOR ATU 308 USE ONLY

No. 709-08

Grievance/Arbitration  
Received

JUL 08 2009

ATU Local 308  
Chicago, Illinois  
Date of Presentation to Union

Date of Presentation to Company

DO NOT WRITE ABOVE THIS LINE

Date: July 8, 2009

Name: ETHEL M. CARTER

Badge: 13509

Address: [Redacted] Phone [Redacted]

City: [Redacted] State [Redacted] Zip Code [Redacted]

Classification: RETIREE Terminal: PENSION OFFICE

Check One: Suspended Sick Discharged Resigned  Other Employment Date 10-02-1978

\*Begin Your Case -> THIS IS AGAINST THE NEWLY FORM CTA RETIREE HEALTH CARE PLAN MEDICAL PRESCRIPTION DRUG AND DENTAL COVERAGE JULY 1, 2009 THROUGH DECEMBER 31, 2010 FOR RETIREEES (DISABLED PENSIONER / SURVIVING SPOUSES. MY MEDS HAVE NOW TRIPLE IN PRICE, IT WAS FOR 3 PRESCRIPTIONS \$23.00. NOW I MUST PAY \$80.00. WHY? DOES IT COST MORE TO MAKE THEM WHO IS MAKING A PROFIT? PLACING A CAP ON OUT OF POCKET HEALTH EXPENSES COULD HELP THEN YOU WANT MAIL ORDER, WHERE WILL I GET THE \$180.00 TO PAY UP FRONT FOR A 90 DAY SUPPLY. I AM ASKING THE RHC TO LOWER THE PRICE BACK, OR COMPARABLE TO BEFORE!! BLOOD PRESSURE MED WAS \$15.00 NOW \$50.00  
THAYOID " " 3.00 " \$10.00  
ETIFERON " " 5.00 " \$20.00  
PLEASE HELP THE RETIREE AFFORD THESE PRESCRIPTION DRUGS, WE DON'T WANT STOP TAKING OUR MEDS THANK YOU! (TOTAL I PAY \$297.00 INSURANCE - \$32.05 DENTAL AND \$80.00 MEDS TOTAL \$366.00) INCREASE OF 300 PERCENT AGAINST INCOME).

Signature Ethel M. Carter

Use other side if needed

Date 07-08-09

\* Starting with the Date of Occurrence: State briefly and plainly - What happen When, and Where, REMEDY REQUESTED and If applicable, submit copies of any documents that will support your case.

# OFFICIAL COMPLAINT FORM

Amalgamated Transit Union - Local 308  
205 W. Wacker Dr. - Suite 700 - Chicago, IL 60606  
Phone (312) 782-4000 or Fax (312) 782-5382



For Office Use Only

Case No. Grievance/Arbitration Received

JUN 29 2009

ATU Local 308  
Chicago, Illinois  
Date of Presentation to Union

Date of Presentation to Company

DO NOT WRITE ABOVE THIS LINE

NATURE OF COMPLAINT  
Check all that apply

- Harassment - Sexual  Mental
- Altercation - Verbal or Physical
- Intimidation - Verbal Insults
- Work Conditions  Suggestion
- Manager Available  Gripe
- Others

Name: ETHEL M. CARTER Date 6-28-09  
Address: [Redacted] Phone [Redacted] Badge: 13509  
City: [Redacted] State [Redacted] Zip Code [Redacted]  
Classification: RETIREE Work Location RETIREMENT OFFICE

Starting with the Date of Occurrence; State briefly and plainly - What happened, When and Where, REMEDY REQUESTED  
If applicable, submit copies of any documents that will support your case, including names of all witnesses:  
WE THE MEMBERS ACTIVE AND RE TIREEES FORM CTA ARE AGGRAVATED AGAINST THE NEWLY JULY 1, 2009 AND RETIREMENT PLAN FOR CHICAGO TRANSIT AUTHORITY EMPLOYEES EFFECTIVE JUNE 1, 1999 AS AMENDED THROUGH DECEMBER 31, 2003. WE ARE DEMANDING THAT THE NEWLY FORM RHC TRUSTEE FOLLOW THE RETIREMENT PLAN GUIDELINE FOR ARTICLE 3.7 CONTINUOUS SERVICE. WITHOUT PAYING PREMIUM, ALL EMPLOYEES PAY THE SAME AMOUNT. DR STROUD HAVE BEEN GRAND FATHER IN AFTER 1-18-2008 HIGHSU PASSED INTO LAW FURTHER MORE THE ACTIVE MEMBERS STOP PAYING 2 PREMIUM (UNDER THE BELL AWARD) AND BE GIVEN A CONSIST AMOUNT OF PAYMENTS AND EQUALITY PAYMENT. UNDER SECTION 7 CONTRIBUTIONS TO THE FUND 7.6, AND SECTION 24 SEPARABILITY PROVISION. THESE CHANGES WERE NOT CHANGE CONTRACTUAL IN OUR RETIREMENT PLAN BOOK (SEE ATTACHED PETITION PAPERS WITH MORE TO COME) THANK YOU!

6

June 9, 2009

# THE PENSIONERS HEALTH CARE COVERAGE

We The Pensioners and Active Members of Chicago Transit Authority Locals' 308 and 241 are aggravated against the CTA Retirees Health Care Plan Medical, Prescription Drug and Dental Coverage slated to take affect July 1, 2009. The signatures on this petition demand an injunction to stop the inequality of payment between our membership, to begin paying health benefits on July 1, 2009.

We demand that our Union file this injunction in the courts of Cook County, Illinois before said payments are due. We further demand all members regardless of years, follow the book of the Retirement Plan for the Chicago Transit Authority Employees effective June 1, 1949 as amended through December 31, 2003, <sup>as</sup> paid the same health care premium.

In Solidarity,

Retiree President/Bus/Agent  
ATU Local 308 Ethel Carter

Name	Badge/Pension #	List Your Status - (Pensioner or Active)
<u>David B. Owen</u>	<u>21874</u>	<u>Pensioner</u>
<u>Robert M. Carter</u>	<u>13509</u>	<u>PENSIONER</u>
<u>John Vest</u>	<u>14894</u>	<u>Active Worker</u>
<u>Jim Davis</u>	<u>19690</u>	<u>Pensioner</u>
<u>Edna J. J.</u>	<u>26911</u>	<u>Active</u>
<u>Anthony Sica</u>	<u>41989</u>	<u>Active Worker</u>
<u>Robert Carter</u>	<u>9520</u>	<u>Pensioner</u>
<u>Jim Matthews</u>	<u>21372</u>	<u>Active</u>
<u>Robert McMillan, Sr.</u>	<u>24164</u>	<u>Pensioner</u>
<u>William Thomas</u>	<u>25425</u>	<u>Active Worker</u>
<u>Rolland Wynn</u>	<u>24933</u>	<u>Active</u>
<u>Elaine Mars</u>	<u>20916</u>	<u>Active</u>
<u>P. ROBINSON</u>	<u>39341</u>	<u>ACTIVE</u>

SCANNED



June 25, 2009

Mr. John Kallianis  
Executive Director  
Chicago Transit Authority Retirement Plan  
10 S. LaSalle Street, Suite 1100  
Chicago, IL 60603

Dear Mr. Kallianis:

Please accept this correspondence as my official protest to the violation of my Retirement Agreement relative to my retiree health care benefits scheduled to go into effect July 1, 2009.

Specifically, the Health Care Trustees decision to charge my pension allocation to cover health care costs for myself and significant premium increases for family (dependent) health care coverage, is a violation of Section 20.12 of my Retirement Plan. Said plan language clearly states "...retirees will receive the hospitalization supplement paid for by the Plan". This Section further states that upon the attainment of age 65 by a retiree who participates in the Complement to Medicare Plan, the Retirement Plan will pay a sum sufficient to provide that coverage.

As you know, the latest Annual Retirement Plan Statement mailed to my home, states that health insurance coverage available to pensioners and their dependents up to age 65 is exactly the same as that available to active CTA employees. Furthermore, this plan document states that the Plan pays the premium for the pensioner, and at age 65, the plan will pay the premium for a Complement to Medicare Plan.

I have made contributions for more than 23 years of CTA service towards credit for my pension. In addition, I paid for an additional 8 years and 9 months of prior government service credit which I bridged to the CTA Pension Plan. As you know, a portion of each payment made to the Pension Plan was allocated to the 401H account to provide for future employee health care insurance. So in effect, I have made the required contributions for all my previous governmental and CTA years of service.

I also wish to go on record that I am protesting the planned monthly contribution rate as presented in the new Retiree Health Plan Guide, because it fails to acknowledge credit for a Retiree's Years of Service Credit as approved by the Chicago Transit Authority, and the CTA's Retirement Allowance Committee (RAC).

# Exhibit 16

Proposed Final Approval Order



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

**Jerry Williams and Larry Whitehead, )  
Individually and on Behalf of All Others )  
Similarly Situated; and Stewart F. Cooke, III, )  
as Special Representative of the Estate of )  
Stewart Cooke, )**

**Plaintiffs, )**

**v. )**

**Retirement Plan for Chicago )  
Transit Authority Employees; )  
Board of Trustees of the )  
Retirement Plan for Chicago )  
Transit Authority Employees; )  
Retiree Health Care Trust; and )  
Board of Trustees of the )  
Retiree Health Care Trust, )**

**Defendants. )**

**Case No. 11-CH-15446**

**Calendar 9**

**Hon. Cecilia A. Horan**

**[PROPOSED]  
FINAL ORDER AND JUDGMENT  
APPROVING CLASS ACTION SETTLEMENT AGREEMENT**

On October 23, 2023, a hearing was held before this Court pursuant to the Order Preliminarily Approving Settlement dated May 25, 2023 (the “Preliminary Approval Order”), to determine, among other things: (a) whether the terms and conditions of the Class Action Settlement Agreement (“Agreement”) in this case are fair, reasonable, and adequate for the settlement of all claims asserted by Plaintiffs on behalf of the Class<sup>1</sup> against Defendants now pending in this Court in the above-captioned Litigation, including the release of the Released Persons, and should be approved; and (b) whether judgment should be entered dismissing the

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<sup>1</sup> Capitalized terms not otherwise defined herein are used as defined in the Agreement and Preliminary Approval Order.

Litigation with prejudice. The Court having considered all matters submitted to it at the Settlement Hearing, including letters received from five individuals concerning the Settlement; and it appearing that Notice of the Settlement Hearing, substantially in the form approved by the Court, was mailed to all Class Members at the respective addresses set forth in the records compiled by the Claims Administrator;

**NOW, THEREFORE, IT IS HEREBY ORDERED THAT:**

1. The Court has jurisdiction over the subject matter of this Litigation and all matters relating to the Settlement, as well as personal jurisdiction over all of the Settling Parties and the Class Members.

2. This Judgment incorporates and makes a part hereof: (a) the Agreement; and (b) the Notice.

3. On July 7, 2020, the Court certified the following Class:

All Chicago Transit Authority (“CTA”) retirees who were hired on or before September 5, 2001, retired from the CTA before January 1, 2007, and were eligible for retiree health benefits on July 1, 2009.

On or before October 15, 2020, proper notice of such certification and an opportunity to opt out of the Class by a Court-ordered deadline of December 15, 2020, was provided to the Class Members. A total of six putative Class Members listed in Exhibit 1 hereto opted out of the Class.

4. Notice of the proposed Settlement was given to all Class Members who could be identified with reasonable effort. The Court finds that the form and method of notice to the Class of the terms and conditions of the proposed Settlement: (a) were implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances to apprise Class Members of (i) the effect of the proposed Settlement (including the releases to be

provided thereunder); (ii) Class Counsel's Fee and Expense Application; (iii) their right to object to any aspect of the Settlement, the Plan of Distribution, and/or the Fee and Expense Application; and (iv) their right to appear at the Settlement hearing; (d) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of the Illinois Code of Civil Procedure and all other applicable laws and rules.

5. Pursuant to 735 ILCS 5/2-806, the Court hereby fully and finally approves the Settlement set forth in the Agreement in all respects (including, without limitation, the amount of the Settlement, the releases provided for therein, and the dismissal with prejudice of the claims asserted in the Litigation), and finds that the Settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the Class. Subject to the terms and provisions of the Agreement and the conditions therein being satisfied, the Parties are directed to consummate the Settlement.

6. All of the claims asserted in the Litigation are hereby dismissed in their entirety with prejudice. Plaintiffs, Defendants, and the Class Members shall bear their own costs and expenses, except as otherwise expressly provided in the Agreement.

7. The terms of the Agreement and of this Judgment shall be forever binding on Plaintiffs, Defendants, and the Class Members (regardless of whether or not any individual Class Member obtains a distribution from the Net Settlement Fund), as well as their respective successors and assigns. The Persons listed on Exhibit 1 hereto are excluded from the Class pursuant to their request and are not bound by the terms of the Agreement or this Judgment.

8. Upon entry of this Judgment, the releases set forth in the Agreement shall be in full force and effect. Plaintiffs and all Class Members, including Class Members who did not

obtain any distribution from the Net Settlement Fund, are hereby permanently barred and enjoined from the assertion, institution, maintenance, prosecution, or enforcement against Defendants or any Released Persons in any state or federal court or arbitral forum, or in the court of any foreign jurisdiction, of any and all Released Claims.

9. Upon entry of this Judgment, all claims by any individual or entity for contribution or indemnity arising out of the Litigation, however such claims are denominated, shall be barred against the Released Persons.

10. The Court finds that Defendants have satisfied all financial obligations under the Agreement.

11. Except as set forth in paragraph 12 below, neither this Judgment nor the Agreement, and any discussion, negotiation, proceeding, or agreement relating to the Settlement, or any matter arising in connection with settlement discussions or negotiations, proceedings, or agreements, shall be offered or received against or to the prejudice of the Parties or their respective counsel, for any purpose other than in an action to enforce the terms of this Judgment of the Agreement, as provided in the Agreement.

12. Notwithstanding the foregoing, the Released Persons and their respective counsel may refer to or file the Agreement and/or this Judgment in any action that may be brought against them in order to support a defense, claim, or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim or otherwise to enforce the terms of the Settlement.

13. The proposed Plan of Distribution and Fee and Expense Application shall be considered separately from final approval of the Settlement and such consideration in this Court

shall in no way disturb or affect the finality of this Judgment. Separate orders shall be entered regarding approval of a Plan of Distribution and the Fee and Expense Application. Any post-judgment challenge or appeal relating to approval of a Plan of Distribution or the Fee and Expense Application shall in no way disturb or affect the finality of this Judgment.

14. The Court shall retain jurisdiction to supervise and adjudicate issues relating to effectuation of the Settlement, including the full and final distribution of the Settlement Amount as set forth in the Agreement.

15. The requests (a) to participate in the Settlement as Class Members made in the letters received from Martha Turner, James Russell, and Tracey Payton, and (b) for a service award made in a letter received from Ethel Carter, and (c) for additional Settlement funds made in Ethel Carter’s letter and a letter received from Mary Fields, are DENIED for the reasons stated in open court during the hearing on October 23, 2023.

16. Pursuant to Illinois Supreme Court Rule 304(a), the Court expressly finds that there is no just reason to delay enforcement or appeal of this final order and judgment.

ENTER:

Date: \_\_\_\_\_

\_\_\_\_\_  
Hon. Cecilia A. Horan      Judge No. 2186  
Meeting ID: 956 5899 1093  
Password: 129359  
Dial-in: 312-626-6799

**EXHIBIT 1**

**Class Member Opt-Out List**

<b>Name</b>	<b>Date Submitted</b>
Marilyn Borg	12/5/2020
Ismail Jamil Saleh	10/22/2020
Donald Vernon St. John	10/21/2020
Ronald William Voas	10/27/2020
Lowona V. Wheeler	11/13/2020
A.C. Works	10/27/2020

# Exhibit 17

**Proposed Order Approving Plan of Distribution**

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

**Jerry Williams and Larry Whitehead, )  
Individually and on Behalf of All Others )  
Similarly Situated; and Stewart F. Cooke, III, )  
as Special Representative of the Estate of )  
Stewart Cooke, )**

**Plaintiffs, )**

**v. )**

**Retirement Plan for Chicago )  
Transit Authority Employees; )  
Board of Trustees of the )  
Retirement Plan for Chicago )  
Transit Authority Employees; )  
Retiree Health Care Trust; and )  
Board of Trustees of the )  
Retiree Health Care Trust, )**

**Defendants. )**

**Case No. 11-CH-15446**

**Calendar 9**

**Hon. Cecilia A. Horan**

***[PROPOSED]***

**FINAL ORDER APPROVING PLAN OF DISTRIBUTION**

This matter came before the Court on October 23, 2023, for final hearing on, among other things, Plaintiffs’ request for approval of the proposed Plan of Distribution as a fair and reasonable method to allocate and distribute the Net Settlement Fund among the Class Members.<sup>1</sup> The Court having considered all papers filed and matters submitted to it at the hearing concerning the Plan of Distribution, and no objections having been made to the Plan of Distribution by any Defendant or Class Member, the Court hereby APPROVES the Plan of Distribution and ORDERS as follows:

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<sup>1</sup> Capitalized terms not otherwise defined herein are used as defined in the Class Action Settlement Agreement (“Agreement”) and the Order Preliminarily Approving Settlement dated May 25, 2023.



1. The Court has jurisdiction over the subject matter of this Litigation and all matters relating to the Settlement, including the Plan of Distribution, and has personal jurisdiction over all of the Settling Parties and the Class Members.

2. Notice of the Proposed Plan of Distribution was given to all Class Members who could be identified with reasonable effort.<sup>2</sup> The Court finds that the form and method of notice to the Class: (a) were implemented in accordance with the Order Preliminarily Approving Settlement dated May 25, 2023; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances to apprise Class Members of (i) the effect of the proposed Settlement (including the releases to be provided thereunder); (ii) Class Counsel's Fee and Expense Application; (iii) their right to object to any aspect of the Settlement, the Plan of Distribution, and/or the Fee and Expense Application; and (iv) their right to appear at the Settlement hearing; (d) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of the Illinois Code of Civil Procedure and all other applicable laws and rules.

3. The Court, having considered the materials submitted by Plaintiffs in support of their request for approval of the Plan of Distribution, hereby finds that the formula for the calculation of the Claims and Individual Settlement Amounts of Participant and Non-Participant Class Members as set forth in the Plan of Distribution provides a fair and reasonable basis upon which to allocate the proceeds of the Net Settlement Fund among all Class Members.

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<sup>2</sup> The proposed Plan of Distribution is set forth on pages 4-6 of the Notice of Proposed Class Action Settlement, the template for which is Exhibit B to the Agreement.

4. The Court hereby finds that the Plan of Distribution is, in all respects, fair and reasonable to the Class. Accordingly, the Court hereby approves the Plan of Distribution proposed by Plaintiffs.

5. The Escrow Agent is hereby authorized and ordered to distribute the Net Settlement Fund in one or more transfers to the Claims Administrator (Kroll Settlement Administration LLC), in consultation with Class Counsel, for distribution in accordance with the Plan of Distribution and the terms, conditions, and obligations of the Agreement, which terms, conditions, and obligations are incorporated herein.

6. Pursuant to Illinois Supreme Court Rule 304(a), the Court expressly finds that there is no just reason to delay enforcement or appeal of this final order.

ENTER:

Date: \_\_\_\_\_

\_\_\_\_\_  
Hon. Cecilia A. Horan Judge No. 2186  
Meeting ID: 956 5899 1093  
Password: 129359  
Dial-in: 312-626-6799