

**EXHIBIT A**

**7th Circuit Cases Since 2000 Finding No Vesting Under Welfare Benefit Plan**

- Marrs v. Motorola, Inc.*, 577 F.3d 783, 789 (7th Cir. 2009)  
*aff'g Marrs v. Motorola, Inc.*, 2008 WL 4070888 at \*8 (N.D. Ill. May 15, 2008)
- United Mine Workers v. Brushy Creek Coal Co.*, 505 F.3d 764, 766 (7th Cir. 2007)  
*aff'g United Mine Workers of America v. Brushy Creek Coal Co.*, 410 F. Supp. 2d 723, 733 (S.D. Ill. 2006)
- Cherry v. Auburn Gear, Inc.*, 441 F.3d 476, 486 (7th Cir. 2006)  
*aff'g Cherry v. Auburn Gear, Inc.*, 2005 WL 1888731 at \*13-14 (N.D. Ind. Aug. 9, 2005)
- Barnett v. Ameren Corp.*, 436 F.3d 830, 834 (7th Cir. 2006)
- Vallone v. CNA Fin. Corp.*, 375 F.3d 623, 642 (7th Cir. 2004), *cert. denied*, 543 U.S. 1021 (2004)
- U.A.W. v. Rockford Powertrain, Inc.*, 350 F.3d 698, 704 (7th Cir. 2003)  
*aff'g Int'l Union v. Rockford Powertrain, Inc.*, 2003 WL 715653 at \*2 (N.D. Ill. Feb. 28, 2003)
- Southern Illinois Carpenters Welfare Fund v. Carpenters Welfare Fund of Illinois*, 326 F.3d 919, 923-24 (7th Cir. 2003)
- Boeing Co. v. March*, \_\_\_ F. Supp. 2d \_\_\_, 2009 WL 2949631 at \*24 (N.D. Ill. Sept. 9, 2009)
- Temme v. Bemis Co., Inc.*, \_\_\_ F. Supp. 2d \_\_\_, 2009 WL 2750678 at \*5-7 (E.D. Wisc. Aug. 26, 2009)
- Leannah v. Alliant Energy Corp.*, 607 F. Supp. 2d 946, 958 (E.D. Wisc. 2009)
- Rosenberg v. CNA Fin. Corp.*, 2007 WL 2126085 at \*13 (N.D. Ill. Jul. 23, 2007)
- Carnagua v. Link-Belt Co.*, 2007 WL 2904544 at \*10 (S.D. Ind. Sept. 28, 2007)
- Bland v. Fiatallis N. Am., Inc.*, 2004 WL 406987 at \*5 (N.D. Ill. Mar. 3, 2004)
- Nasti v. World Book, Inc.*, 2002 WL 230781 at \*4 (N.D. Ill. Feb. 15, 2002)

**7th Circuit Cases Since 2000 Finding Vesting or Ambiguous Language**

*Zielinski v. Pabst Brewing Co., Inc.*, 463 F.3d 615, 617-18 (7th Cir. 2006) (agreement with no termination date, no reservation of rights clause, and language saying prescription drug benefit “shall continue” vested those benefits, though court still held scope of benefits were subject to amendment)

*Bland v. Fiatallis N. Am., Inc.*, 401 F.3d 779, 785-87 (7th Cir. 2005) (“life-time” language in plan documents with no reservation of rights clause held to be ambiguous enough to avoid summary judgment, but remanded to determine whether rights vested)

*Bialoszynski v. Milwaukee Forge*, 419 F. Supp. 2d 1045, 1053-54 (E.D. Wisc. 2006) (agreements containing durational benefits language with no reservation of rights clause or qualification like “during the term of this agreement” held to be ambiguous enough to avoid summary judgment, but not express enough to vest rights)

*Stevenson v. Milwaukee Forge*, 2006 WL 2883256 at \*15-16, 22-23 (E.D. Wisc. Aug. 17, 2006) (contract stating payments would continue for a defined period of time and not coupled with any right to modify benefits conferred vested benefits only under that contract, and did not eviscerate Company’s modification powers under other plans it offered)