

**From:** [Chung, Theodore T.](#)  
**To:** [Celia Meza](#)  
**Cc:** [Williams, Ann Claire](#); [Tuell, Laura K.](#)  
**Subject:** Review Requested by Mayor Lightfoot  
**Date:** Tuesday, December 22, 2020 2:42:38 PM  
**Attachments:** [Signed Police Board Engagement Letter.pdf](#)

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[Warning: External email]

Celia --

This confirms that Jones Day has accepted Mayor Lightfoot's request that our Firm, led by Judge Ann Claire Williams (Ret.), conduct a review of the procedures and policies in place that allowed the raid of Anjanette Young's residence to occur and the subsequent actions to unfold as they did. In particular, we understand that our mandate includes a review of the following with respect to this incident:

- (1) the existing law governing the Chicago Police Department's release of body-camera videos;
- (2) the Chicago Police Department's policy and related procedures applicable to the release of body-camera videos;
- (3) the Chicago Police Department's use of force review unit; and
- (4) the handling of this matter by every relevant City department, including the Law Department and the Mayor's Office.

As you know, Jones Day currently represents the City in other, unrelated matters. The City and Jones Day agree that this representation will be governed by the existing engagement letter between the City and Jones Day (attached), as supplemented by the City's written waivers of conflicts of interest provided after the execution of the existing engagement letter, except that Jones Day has agreed to provide our legal services in this representation *pro bono*. Please understand that we may incur costs in connection with this representation; Jones Day will seek approval from you before incurring any such costs, which the City will cover unless otherwise specifically agreed by Jones Day and the City.

As to staffing, Judge Williams will be assisted by other Jones Day lawyers as necessary to ensure that the objectives of this representation are fully and timely satisfied. We anticipate that the Jones Day lawyers who will assist Judge Williams will include Judge Yvette McGee Brown (Ret.), Jamila Hall, Laura Tuell, Bethany Biesenthal and myself.

Please let us know if you have any questions on the above. Thank you again for the opportunity to serve the City in this important matter.

Best regards,

Ted

Theodore T. Chung

Partner

**JONES DAY® - One Firm Worldwide<sup>SM</sup>**

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# JONES DAY

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JP025568

October 5, 2018

Edward Siskel  
Corporation Counsel  
City of Chicago  
121 N. LaSalle St.  
Chicago, Illinois 60602

Re: Police Board Representation

Dear Mr. Siskel:

Thank you for retaining Jones Day. We are pleased that you have sought our counsel, and we look forward to assisting you on the matter described below. This letter sets forth the scope and terms of our engagement. We are available to discuss any of these matters with you.

1. Scope of Engagement and Client Relationship

You have asked us to represent the City of Chicago. While the client relationship is with the City of Chicago, the scope of the engagement is limited to representing the City of Chicago Police Board, in providing legal advice on issues such as the interpretation of ordinances, the rules of procedure for disciplinary hearings, conflicts of interest, ethics, etc., as well as attending Board meetings, and being available for inquiries of the Board. While Jones Day enjoys broad relationships involving multiple matters for many clients, we do not act as general counsel for clients and our work and advice is limited to the specific matters on which we are engaged. Thus our relationship may expand beyond the matter described above, but only if you and we agree to specific new or expanded engagements.

It is important to emphasize that we are entering into an attorney-client relationship only with the City of Chicago. That is, unless you and we agree otherwise, Jones Day is not representing any owner, employee, parent, subsidiary or other direct or indirect affiliate of the City of Chicago. If you believe that the City of Chicago's, and specifically the Chicago Police Board's, personnel or any of its affiliates are unclear regarding the scope of our representation, please advise them that Jones Day does not represent them or, if you prefer, let us know so we can explain the scope of our engagement to them.

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2. Staffing

You have designated First Assistant Corporation Counsel Kathleen Hill as the person with responsibility for overseeing this matter and to whom we will report. I will have primary responsibility for this matter, and will rely on two associates – Sarah Gallo and Jaime Ward – to work as a team as we handle the necessary work on the matter. I will be the attorney generally responsible for our overall relationship with you, including matters related to billing and staffing. Our goal is to stay in close contact with you over the course of our engagement as we seek to provide the Chicago Police Board with timely, high quality legal services in a cost-efficient manner.

3. Specific Waiver of Present Adversities

Jones Day represents Walmart in numerous actions throughout the country relating to the distribution and sale of certain opioid products (the “Walmart opioid litigation”), including a case brought by the City of Chicago against Walmart and others entitled *City of Chicago v. Cardinal Health, Inc., et al.*, 18-op-35281 (N.D. OH). Bethany K. Biesenthal is, and will continue to be, part of the Jones Day team that represents Walmart in other opioid cases or investigations, but she does not, and will not, represent Walmart in the City of Chicago case. But, other Jones Day lawyers are representing Walmart adverse to the City of Chicago in the above-captioned case. The Walmart opioid litigation, including the case brought against Walmart by the City of Chicago, is unrelated to matters affecting the City of Chicago Police Board. We do not perceive any risk that Ms. Biesenthal, in the course of her work for the City of Chicago Police Board, would receive any confidential information relating to the City’s opioid litigation against Walmart, or that her representation of the City of Chicago Police Board would be adversely affected by her representation of Walmart in other opioid cases or investigations. You should know, however, that Ms. Biesenthal will not be screened from the Jones Day lawyers representing the City of Chicago in the opioid litigation in view of the need to represent Walmart efficiently in all of the opioid cases and investigations.

Understanding these circumstances, you have agreed that you wish to retain Jones Day, and Ms. Biesenthal, for the City of Chicago Police Board work outlined in this engagement letter, and to waive any conflict of interest that exists as a result of Jones Day’s concurrent representation of Walmart adverse to the City of Chicago in the above-captioned case. You further agree that you will not use the Firm’s, or Ms. Biesenthal’s, representation of you in the Police Board matters as a basis to disqualify Jones Day from representing Walmart in the above-captioned case or in any subsequent litigation or other adversity between Walmart and the City of Chicago. Walmart has been advised of these circumstances and also has waived any potential conflicts.

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Jones Day also represents Williams Sonoma in tax matters that include case numbers 11CH29744, 11CH29745, and 11CH34266. The Williams Sonoma tax matters are unrelated to matters affecting the City of Chicago Police Board.

You have agreed that you want Jones Day to represent you even though the Firm is presently representing Williams Sonoma directly adverse to you in the tax matters. You have also agreed that you will not use this or any other representation of you to seek to disqualify Jones Day from representing Williams Sonoma directly adverse to you as explained above. We confirm that Williams Sonoma also waived this adverse representation.

4. Compensation and Disbursements

Generally, our fees are determined by the time devoted by each lawyer or other timekeeper involved in the engagement and the hourly billing rates assigned to each such person. As we discussed, Bethany K. Biesenthal's hourly rate for this assignment will be \$250 per hour. The hourly rate for associates – Ms. Gallo and Ms. Ward – will be \$190 per hour.

We will include on our bills charges approved in the City of Chicago Department of Law Guidelines for Outside Counsel. We will submit all invoices through the Lexis Nexis CounselLink application.

5. Procedures upon Termination; Return of Documents; Intellectual Property

Unless earlier terminated by you or us, our attorney client relationship will end once we have completed our last assignment for you. As we complete specific matters for you, Jones Day will close its file numbers for those matters. Once we have completed our work on a particular assignment, and at your request, we will return any of your property that might be in our possession. Consistent with our professional obligations, we also may keep copies of core documents and pleadings, as well as our own property relating to the matter, including lawyer work product, notes and administrative records, whether in an electronic or hard copy format.

You agree that Jones Day will be free, on the later of the date set by bar requirements applicable to Chicago, Illinois, the Illinois Local Records Act, or seven years after the end of our relationship, to destroy or otherwise dispose of any documents or other materials, including electronic versions, relating to your representation and still in our possession without further notice to you.

We may retain all intellectual property and other know-how that we develop in the course of representing you, including subject matter expertise, whether or not preserved in written or electronic form. We may use that property in the course of representing other clients, so long as none of your confidential information is disclosed.

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We look forward to representing you. Please sign and return to us the enclosed copy of this letter in order to confirm that it accurately reflects the scope, terms and conditions with respect to this engagement. If you would like to discuss any of these matters, please give me a call.


Very truly yours,

/s Bethany K. Biesenthal

Bethany K. Biesenthal

On behalf of the City of Chicago, Chicago Police Board, I agree to the terms of this letter and confirm that it accurately reflects the scope and terms of this engagement and that I am authorized by the City of Chicago to sign this letter on its behalf.

Dated: 10/5/18

Signature: 

Name: Kathleen Hill

Title: First Assistant Corporation Counsel