



**THE EDWIN F. MANDEL LEGAL AID CLINIC
OF THE UNIVERSITY OF CHICAGO LAW SCHOOL**

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June 5, 2009

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Dear Ms. Georges:

I am writing to follow up on my recent e-mail exchange with Matt Hurd, and to confirm that the City will change its standard settlement agreement to reflect the ethical mandates of the Illinois Code of Professional Conduct.

In particular, I want to confirm that the City will no longer seek settlements that restrict opposing counsel from using settlement agreements as evidence in future litigation when such use is permitted by the rules of evidence and the relevant court.

It is my understanding that the City has agreed to modify its standard settlement agreement in the following manner:

The parties and their respective attorneys acknowledge that settlement of this claim is not an admission of liability, or of unconstitutional or illegal conduct by or on the part of any defendant and/or the City of Chicago's future, current or former officers, agents and employees, and shall not serve as evidence of ~~notice~~ or of any wrongdoing by or on the part of any defendant and/or the City of Chicago's future, current or former officers, agents and employees. The parties and their respective attorneys further acknowledge that settlement is made to avoid the uncertainty of the outcome of litigation and the expense in time and money of further litigation and for the purpose of judicial economy. ~~Plaintiffs and their attorneys agree that they or any firm with which said attorneys are affiliated or with which said attorneys may later become affiliated shall not use this settlement as evidence or notice of misconduct on the part of any defendant and/or the City of Chicago's future, current or former officers, agents and employees, and that any such use is inconsistent with the terms of this Release and Settlement Agreement.~~


Thus the City's new standard settlement agreement will read as follows:

The parties and their respective attorneys acknowledge that settlement of this claim is not an admission of liability, or of unconstitutional or illegal conduct by or on the part of any defendant and/or the City of Chicago's future, current or former officers, agents and employees, and shall not serve as evidence of any wrongdoing by or on the part of any defendant and/or the City of Chicago's future, current or former officers, agents and employees. The parties and their respective attorneys further acknowledge that settlement is made to avoid the uncertainty of the outcome of litigation and the expense in time and money of further litigation and for the purpose of judicial economy.

Because this language merely tracks the restrictions on the use of settlement evidence contained in Fed. R. Evid. 408, we believe that the City's modified standard settlement agreement does not restrict signing attorneys' right to practice law, and thus does not violate Ill. Rules of Prof. Conduct R. 5.6(b), N.D. Ill. Loc. R. 83.55.6(2), or other rules or norms of attorney conduct.

I appreciate the seriousness with which your office addressed this issue.

Sincerely,



Craig B. Futterman

Cc: Matt Hurd