

April 6, 2026

**Via Electronic Mail**

Mark Griffin, Director  
City of Cleveland, Department of Law  
601 Lakeside Avenue, Room 106  
Cleveland, Ohio 44114  
MGriffin@clevelandohio.gov

*Re: Response Regarding Representation of the Cleveland Community  
Police Commission*

Dear City of Cleveland Department of Law:

On March 30, 2026, Mark Griffin (“Griffin”) the Director of the Cleveland Department of Law (the “Department”) sent a letter to the law firm Flannery | Georgalis, LLC (the “Firm”), alleging that the Firm engaged in “unauthorized representation” of the Cleveland Community Police Commission (the “Commission”) when it filed a Motion for Leave to File an Amicus Brief with the United States District Court for the Northern District of Ohio on March 17, 2026. These allegations are false, as exemplified by the facts contained herein.

The Commission was enshrined in law to “strengthen civilian oversight of the police force . . . [and] . . . the police reform initiated by, but grossly insufficient in, the Consent Decree[.]” To ensure the Commission could fulfill its purpose, Cleveland voters gave the Commission significant independence from the City of Cleveland (the “City”). The Department and the City now seek to inappropriately undermine that independence and intimidate the Commission into subordination. These tactics will not work.

Since 2019, the City has refused to abide by the will of the voters by continuously failing to provide the necessary records to the Commission. In overseeing the Consent Decree, Judge Oliver has issued multiple orders directing the City to produce the requested documents to the Commission. To this day, the City fails to comply.

The Department abdicated its responsibility to effectively represent the Commission in its dispute with the City. In August 2025, the Commission, left with no other option after years of turmoil, used its incontestable discretion to recognize and declare a conflict with the Department and hired the Firm to represent the Commission’s interests. The Commission immediately informed the Department of the declared conflict and its intent to hire the Firm. Without any legal authority, the Department stated it would review the Commission’s decision to hire the Firm and

“give their position.” Over several months, the Commission made multiple attempts to communicate with the Department, despite not being required to do so. The Department failed to respond, refused to release public records the Commission was entitled to receive, and invented processes with the intention of delaying and preventing the Commission from using its statutory authority to hire outside counsel.

Eventually, the Department—in direct contradiction to the text of the City’s ordinances and the Ohio Rules of Professional conduct which forbids any lawyer from representing two opposing parties—stated it did not agree that a conflict was present. The City’s ordinances grant the Commission sole discretion to declare the existence of a conflict with the Department, which the Commission declared on August 27, 2025. The Department’s refusal to acknowledge the Commission’s authority is indicative of the very conflict that has hindered the Commission for the past seven years. Because the Department had no authority to object and because the Commission can enter into its own contracts, the Commission hired the Firm to ensure the City produces the documents it is legally required to provide to the Commission.

The Department/Griffin’s letter represents an extraordinarily improper attempt by the Department to usurp the Commission’s authority to determine the existence of a conflict and to interfere with the solemn duties of the Commission. This blatant attempt to silence the Commission and prevent it from functioning effectively will not be permitted.

Additionally, the Department, through Griffin, made several highly inappropriate ethical allegations regarding the Firm’s representation. For the foregoing reasons, the Department’s arguments are without merit, and in the face of Griffin’s threat that the Firm engaged in professional misconduct, the Firm will be providing this correspondence and the Department’s/Griffin’s letter to the appropriate bar authorities.

## **I. FACTUAL BACKGROUND**

### *a. The Creation and Powers of the Commission*

Following numerous incidents of unconstitutional police tactics and improper use of force, the Department of Justice and the City entered into a Consent Decree to repair community trust and protect the constitutional rights of the citizenry. (Consent Decree, Dkt. No. 7, as amended on Mar. 18, 2022 (Order Approving and Adopting Modification to Settlement Agreement, Dkt. No. 413-1, Dkt. No. 416) (Dkt. No. 7 and 413-1, collectively “Consent Decree”).

The Consent Decree directed the City to establish a community police commission that could review policies and submit recommendations to the City. (*See* Dkt. No. 7). The voters felt that the community police commission established by the Consent Decree did not go far enough to protect the citizens who are most harmed by problematic police practices and failed to provide for sufficient oversight of the police and the City. The citizens voted to codify and expand the powers of the community police commission in the City’s ordinances, creating the Commission as it exists today. Cleveland, Ohio Code of Ordinances § 115-5. The Commission continues to be governed by the provisions of the Consent Decree and the broader authority under § 115-5.

Section 115-5 establishes that the Commission exists as “an independent municipal commission.” *Id.* at § 115-5(b). The Commission consists of thirteen commissioners—two of which are chosen as Co-Chairs—and an Executive Director appointed by the Mayor. *See generally* Cleveland, Ohio Code of Ordinances § 115-5. The Co-Chairs are authorized to sign all documents on behalf of the Commission and have supervisory authority over the Executive Director. *See* Cmty Police Comm’n Operations Manual at 1.4.4. The Executive Director is responsible for overseeing and managing the Office of the Commission to advance the Commission’s mission. *Id.* at § 115-5(l). The Executive Director is empowered to, among other things: hire employees of the office; authorize expenditures and enter into contracts for professional services; and issue administrative subpoenas compelling the attendance of witnesses. *Id.* at § 115-5(h)iv, (l).

A primary purpose of the Commission is to “strengthen civilian oversight of the police force.” *Id.* at § 115-5(a). To accomplish its mission, the Commission has broad authority related to reviewing and approving discipline of police officers, approving policies, and gathering and maintaining information on certain groups of officers. Both the Consent Decree and the City’s ordinances mandate the City provide the Commission with access to necessary records “without the need for making a formal public-records request.” *Id.* at § 115-5(h).

Foreseeing that conflicts may arise between the whims of the City and the needs of the citizenry, the voters codified certain protections to give the Commission independence. Relevant to the issues herein, the voters vested the Commission with complete incontestable authority to determine whether a conflict of interest exists between the Commission and its designated legal representative, the Department as a representative of the City’s position and actions. *Id.* at § 115-5(h)xxiv (“The Commission will respond to community needs and concerns regarding regulation of the City’s police force through . . . [e]ngaging outside legal services, at [the Department’s] expense, when the Commission determines, *in its discretion*, that there is a conflict of interest between the Commission’s mission and representation from [the Department].”) (emphasis added).

The ordinances further insulate the Commission from the City by granting the Commission power to execute its own contracts and craft its own budget. *Id.* at § 115-5(l)ii (the Executive Director is empowered to “[e]xecute, administer, modify, and enforce [] agreement[s] and instruments as the Executive Director may deem necessary to implement programs and carry out the Commission’s duties”); *Id.* at § 115-5(l) (directing that the Commission can make and prepare its own budget, which will be approved “independent of any other city department” and cannot be changed by any person in the executive branch without the Commission’s approval).

*b. The Ongoing Dispute with the City*

Since at least 2019, the City has engaged in a pattern of deliberate noncompliance with the terms of the Consent Decree and § 115-5 by refusing to produce records which the Commission needs to carry out its mission. (*See* Mot. to Enforce the Cleveland Community Police Commission’s Right to Access Information, Dkt. No. 365) (“For over two years, the City and the [Cleveland Department of Police] have refused to provide the [Commission] with information that is necessary for the [Commission] to fulfill its mandate.”). In 2021, the DOJ filed a motion in *United States v. City of Cleveland*, Case No. 1:15-cv-01046 (N.D. Ohio 2015), outlining the dispute and

requesting Judge Oliver order the City to produce the requested records. *Id.* On September 3, 2021, Judge Oliver ordered the City to produce previously requested documents within fourteen days of the order and outlined a process for future requests for production from the Commission. (Order, Dkt. No. 382). Despite Judge Oliver’s clear instructions to the City, the disputes continued.

On January 23, 2024, Judge Oliver ordered the parties and the Monitor to develop a process for future production requests and objections. (Status Conf. Order, Dkt. No. 505). On March 18, 2024, the parties filed their joint Draft Process for Records Requests for the Community Police Commission. (Joint Status Report Regarding the Community Police Commission’s Document and Information Request Process, Dkt. Nos. 514, 514-1). The process directed the Commission to submit requests to the City via email and stated the City would produce the requested information within twenty-one days of receipt of the request. (Dkt. No. 514-1). Further, the City agreed to submit any objections within seven days of receipt of the request. Despite this agreed upon process, disputes continued.

The Commission requested records via submitting emails to the City as instructed. Yet the City did not always respond. When the City produced records, the City completely failed to meet the twenty-one-day timeline for production. In one instance, the City took over eighty days to produce requested records and produced the records to normal citizens through the public records request process before the Commission received them.

On April 21, 2025, the Commission submitted a request for records that was partially completed. *See* Exh. August 28, 2025 email. On June 12, 2025, the Commission submitted two requests for records. The City has refused to produce these records. On July 14, 2025, the Commission submitted a request for records. The City has refused to produce these records. On July 28, 2025, the Commission submitted a request for records. The City has refused to produce these records. On August 8, 2025, the Commission submitted two requests for records, the City has failed to produce these records.

*c. The Declaration of a Conflict of Interest*

On August 27, 2025, the Commission met to discuss the City’s failure to provide the records necessary for the Commission to fulfill its mission. During the open meeting, the Commission unanimously voted in favor of a written resolution (the “Resolution”) designating a conflict between the Commission and the Department. *See* attached **Exhibit A** (Email from Alix Nouredine, Interim Exec. Dir. of the Commission, to Mark Griffin, Law Dir., the City Dep’t of Law (Aug. 28, 2025, at 5:35pm), and **Exhibit A-1**). The Commission found that it would be unable to “fulfill its broad mission as outlined in the Consent Decree and Charter 115-5 without obtaining the records it requests in a timely and complete manner” and that it needed to “exercise its broad powers . . . to access and receive records without interference from the City and/or the Law Department[.]” *Id.* The Resolution declared that “the Department[’s] [] dual role in both defending the City and serving as one of the stakeholders responsible for compliance with the Court’s Order and producing and/or objecting to the product [sic] of records creates a conflict of interest.” *Id.*

To “ensure the mission of the Commission is protected, upheld, and safeguarded in a manner that is consistent with the will of the citizenry in Charter 115-5, and in furtherance of the overarching goal of the Consent Decree to effectuate police reform” the Commission authorized the Interim Executive Director to engage the Firm as independent legal counsel for the Commission.<sup>1</sup> **Ex. A, A-1.** The Commission authorized the Interim Executive Director to “take all necessary steps to engage and direct outside counsel consistent with” the declared conflict. *Id.*

On August 28, 2025, the Commission sent an electronic letter to the Department addressed to Griffin, advising the Department of the declared conflict and its intent to hire the Firm. *See Ex. A, A-1.* The letter included the Resolution; the January 23, 2024, Status Conference Order; the March 18, 2024, Joint Status Report and Draft Process for Records Request; documentation of the outstanding records requests; a completed “Information for Legal Services Agreement” form signed by the Interim Executive Director; and the Firm’s proposed engagement letter. *Id.* The Department did not respond.

On September 2, 2025, the Interim Executive Director, Alix Nouredine, sent a follow-up email. *See attached Exhibit B* (Email from Alix Nouredine, Interim Exec. Dir. of the Commission, to Mark Griffin, Law Dir., the City Dep’t of Law (Sept. 2, 2025, at 1:55pm)). The Department responded over twenty-four hours later stating “[the Department] is looking into [the Commission’s] determination and will give you an answer promptly regarding the Law Department’s position.”<sup>2</sup> *See attached Exhibit C* (Email from Lewis Smoot III, Asst. Dir. Of Law, the City Law Dep’t, to Alix Nouredine, Interim Exec. Dir. of the Commission (Sept. 3, 2025, at 4:06pm)). On September 3, 2025, the Interim Executive Director asked when the Department would provide its opinion. The Department did not respond. *See Ex. C.*

On September 10, 2025, the Firm contacted the Department requesting the forms the Department claimed were essential to finalizing its review of the Commission’s request. *See attached Exhibit D* (Email from Chris Georgalis to Mark Griffin, Dir. Of Law, the City Dep’t of Law (Sept. 10, 2025, at 1:42pm)). An employee of the Department claimed that he could not “release the forms,” which are public records and not subject to any exception to disclosure, without approval. In a September 11, 2025, email, the Interim Executive Director informed the Department that under § 115-5, the Department lacked the authority to object to the declaration of the conflict or the engagement of outside counsel. *See attached Exhibit E* (Email from Alix Nouredine, Interim

---

<sup>1</sup> Notably, this is not the first time the Commission has engaged outside counsel. *See Frank W. Lewis, Cleveland Community Police Commission Seeks Legal Help With City’s Slow Response to Records Requests*, SIGNAL CLEV. (Aug. 29, 2025) available at: <https://signalcleveland.org/cleveland-community-police-commission-seeks-legal-help-with-citys-slow-response-to-records-requests/> (last accessed Apr. 6, 2026) (“The [Commission previously hired outside legal counsel, at the City’s expense,] after Mayor Justin Bibb rejected the Commissioners’ choice for executive director in 2023.”)

<sup>2</sup> As stated previously, § 115-5(h)xxiv granted the Commission the sole discretion to determine if a conflict existed. As such, it was both unnecessary and improper for the Department to provide any “answer”, but, if the Department wished to be heard on the matter, it should have raised it in August 2025—when the engagement occurred—or in any of the preceding eight months.

Exec. Dir. of the Commission, to Mark Griffin, Dir. Of Law, the City Dep't of Law (Sept. 11, 2025, at 5:55am)). The Department did not respond.

Sometime after September 10, 2025, but before October 30, 2025, Griffin informed the Commission that the Department “disagreed that a conflict was present”<sup>3</sup> but stated the Commission could use its own funds to hire independent outside counsel. *See* attached **Exhibit F** (Emails between Dr. John Adams, Co-Chair, the Commission, and Jim Gentile, Paul Barrett, Dir. Of Finance, and Mark Griffin, Dir. Of Law, the City Dep't of Law (Oct. 30, 2025)). On October 30, 2025, the Commission Co-Chair Dr. John Adams contacted Jim Gentile, a staffer in the City's finance department,<sup>4</sup> requesting encumbrance of funds for the purpose of paying the independent legal representation that had been retained. Griffin was copied on the email. Neither Griffin nor the Department objected to the email request. *Id.* By this time, the Commission had passed the Resolution and formally engaged the Firm as its independent counsel. Even the City, through Griffin himself—operating under the mistaken belief that the Department could opine on the Commission's conflict determination—stated that the Commission could engage independent outside counsel. *Id.*

*d. Filing an amicus brief*

The dispute between the City and the Commission regarding the production of records has been ongoing for nearly seven years. Amid that backdrop, and without seeking input from the Commission, the City filed a joint motion with the DOJ seeking to terminate the Consent Decree. (*See* Join Mot. to Terminate Settlement Agreement, Dkt. No. 688-2).

The essential purpose of the Commission is to supplement and eventually take over many of the duties currently being performed by the monitoring team under the terms of the Consent Decree. *See generally* Cleveland, City Ordinance § 115-5. The City deliberately disregards, attacks, and minimizes the authority of the Commission, epitomized by the City's refusal to supply the Commission with records it is entitled to receive.

If the Consent Decree is prematurely terminated, it is evident the City would disregard all of the Commission's authority and prohibit the Commission from exercising any enforcement mechanisms. Even while under the Consent Decree and with the power of the federal court, the City has freely disregarded its obligations. Thus, when the City filed a Joint Motion seeking to terminate the Consent Decree, the Commission had a duty to the citizens it serves to attempt to

---

<sup>3</sup> Even assuming that the Department had the authority to determine if a conflict existed, it strains the imagination to think of how anyone—with or without a law degree—could claim that a conflict did not exist with this history and under these circumstances. The voters who passed § 115-5(h)xxiv wisely predicted the Department's penchant for bureaucratic oppression of contrary community voices and granted the Commission the ability to act independently.

<sup>4</sup> Nick Castele, *Cleveland City Council Pushes for Faster Spending on Neighborhood Projects*, SIGNAL CLEV. (Sept. 23, 2024) available at: <https://signalcleveland.org/cleveland-city-council-pushes-for-faster-spending-on-projects/> (last accessed Apr. 6, 2026) (describing Jim Gentile as “a longtime staffer in Cleveland's finance department.”)

inform the Court of the potential harm that would follow if the Court granted the request. Therefore, the Commission filed a Motion for Leave to File an Amicus Brief. The Commission sought to remind the Court of the numerous times it had become embroiled in the dispute between the City and the Commission and how the City continued to disregard not only the Commission's authority, but the Court's own orders.

In accordance with the Resolution, on March 12, 2026, the Executive Director asked the Firm's assistance with responding to the City's motion to terminate the Consent Decree. Without waiving any privilege or confidentiality, the Firm met and coordinated with the Commission's leadership—both Co-Chairs and the Executive Director—multiple times over the next several days as the Commission's response to the Joint Motion was discussed and a path forward was approved. The Commission's motion seeking leave to file its position brief was filed on March 17, 2026.

Despite the Commission passing a Resolution declaring a conflict of interest and engaging the Firm to represent it eight months ago, the Department now wishes to raise an objection. These objections lack support in law and in fact.

## **II. FLANNERY GEORGALIS IS AUTHORIZED TO REPRESENT THE COMMISSION**

The Firm is authorized to represent the Commission based upon the “conflict of interest [between] the mission of the Commission and the City's Law Department regarding the production of and/or access to records.” **Ex. A-1**. The Commission rightly determined that the early termination of the Consent Decree would impede the Commission's ability to seek redress—as it already had several times in the past—from the Court when the City and the Department wrongfully failed to produce the records it sought.

The Joint Motion to terminate the Consent Decree directly affected the Commission's ability to secure the records from the City it is entitled to receive by law. As demonstrated above, the City has been deficient in its duty to produce records for nearly seven years. The City even defied intervention by the Court in its dispute with the Commission. Thus, the Commission's motion for leave to file an amicus brief, which in turn set forth the Commission's position regarding the termination of the Consent Decree, was within the scope of the Resolution. Accordingly, the Firm's representation of the Commission with respect to the motion was likewise within the scope of the Resolution.

In the March 30 letter, the Department asserts that the Firm is not the Commission's authorized legal representative because: 1) the Commission did not declare a conflict of interest and the Department did not approve any perceived conflict; and 2) Griffin as the Law Director has the sole authority to approve all contracts for the Commission.<sup>5</sup>

---

<sup>5</sup> The Department also alleges that the Commission violated the Open Meetings Act. Because the Commission voted on and passed the Resolution during a public meeting there was no violation of the Open Meetings Act. The Resolution of the conflict of interest and intention to hire the Firm to represent the Commission in its dispute with the City were discussed and voted on at a General Meeting held on August

- a. *The Commission has sole discretion to determine the existence of a conflict of interest, and the Department has no authority to object to the Commission's determination.*

The Commission unequivocally passed a Resolution declaring a conflict of interest with the Department related to the City's failure to abide by the Commission's mandate. And the Department has no legal authority to object or override the Commission's declaration.

As demonstrated above, the Commission passed a Resolution declaring a conflict of interest with the Department on August 27, 2025. **Ex. A-1**; *see supra* Section I.c. The Department has not pointed to any source of law that enables it to review, object, or counteract the Commission's declaration of a conflict. Thus, any objection by the Department is irrelevant.

The text of the ordinance is unambiguous and does not require interpretation. The Department is required to pay for outside legal representation if the Commission determines *in its sole discretion* that a conflict exists. Cleveland, Ohio Code of Ordinances § 115-5(h)xxiv. The Commission has done so here.

The Department's suggestion that it must certify a conflict with the Commission is absurd. Allowing the Department to object to or overturn the Commission's determination of a conflict would frustrate the purpose of the Commission. Under the Department's reading of the code, the City could disregard all requests from the Commission. The Department, which works for the City and is directly accountable to the Mayor,<sup>6</sup> has little incentive to zealously represent the Commission against the City. The Commission then would be left without adequate legal representation because the Department could arbitrarily fail to advocate for the commission and/or deny any request for outside counsel. Neither the text nor the intent of the code allows for such an interpretation.

- b. *The Commission is empowered to execute its own contracts*

The Department's professed authority over the Commission runs afoul of the clear language and spirit of the city code. The Commission has contractual authority without needing approval from the Department—or Griffin himself. This is supported by the text of the City's ordinances and the purpose of the Commission.

---

27, 2025. Additionally, the Open Meetings Act is a self-help law, meaning that an individual must bring suit to enforce its provisions against the body alleged to have violated its terms. If a court were to find that a public body violated the Open Meetings Act, the body would pay a \$500 fine and potentially the action would be invalidated. In this case, Judge Oliver already denied the motion requesting leave to file and amicus brief, thus even if there were an Open Meetings Act violation, such a ruling would have no practical effect.

<sup>6</sup> *See* CLEVELAND, OHIO CODE OF ORDINANCES § 70 (“The Mayor shall have power to appoint and remove directors of all departments[.]”).

Section 115-5 of the Cleveland Code of Ordinances states that the Commission is “an independent municipal commission” which has the power and authority to enter into its own contracts through the Executive Director, hire its own employees, authorize expenses, and declare conflicts with the city for which it may hire its own legal representation. Cleveland, Ohio Code of Ordinances § 115-5. Likewise, the Co-Chairs are authorized to sign all documents on behalf of the Commission. Cleveland, Ohio Cod of Ordinances § 115-5(h), (l); Cmty Police Comm’n Operations Manual at 1.4.4. In the Resolution, the Commission directed the Interim Executive Director to retain the Firm and “take all necessary steps to engage and direct” the Firm in its representation of the Commission. **Ex. A-1.** The Executive Director and Co-Chairs used the authority granted under the City’s ordinances to advance the Commission’s directive by retaining the Firm.<sup>7</sup>

The text and purpose of the ordinance allow the Commission to conduct its necessary business when, such as in this instance, the City and the Department attempt to obstruct the Commission’s mission by simply ignoring the Commission’s communications.

Thus, the Commission entered into a legal and binding contract with the Firm. *See* attached **Exhibit G.** The Commission properly declared a conflict of interest and hired the Firm to represent them in that conflict. The Department’s arguments to the contrary are belied by the text and purpose of § 115-5. Thus, the Firm is an authorized representative of the Commission.<sup>8</sup>

### **III. AMICI ARE NOT PARTIES AND THE COMMISSION HAS AT LEAST SOME LITIGATION AUTHORITY.**

The Department’s argument that the Firm would be prohibited from filing an amicus brief on behalf of the Commission because the Commission lacks litigation authority is irrelevant because amici are not parties to a litigation *See United States v. State of Mich.*, 940 F.2d 143, 164-65 (6th Cir. 1991) (“The orthodox view of amicus curiae was, and is, that of an *impartial* friend of the court—not an adversary party in interest in the litigation.”) (citing *Miller-Wohl Co. v. Comm’r of Labor & Indus., State of Mont.*, 694 F.2d 203, 204 (9th Cir. 1982)). Thus, even if the Commission were a non sui juris entity, it could still participate as an amicus curiae.

Additionally, by the Department’s own logic, the Commission must possess some litigation authority or it could not be sued under the Open Meetings Act. *See Duke’s K9 Dash N’ Splash, LLC v. Zizka*, Case No. 5:24-cv-218, 2024 WL 3965599 (N.D. Ohio Aug. 28, 2024) (noting that the board of zoning appeals could be sued in at least some contexts and there was no binding precedent

---

<sup>7</sup> And any perceived conflict between § 115-5 and § 83 should be resolved in favor of the Commission. *Id.* § 115-5(o) (“Where conflicts exist, this Charter Section supersedes and controls over any previously adopted provision in the Charter, Cleveland Codified Ordinances, or collective-bargaining agreements.”).

<sup>8</sup> Even if the text was ambiguous and open to interpretation, the Commission’s purpose supports the Commission’s ability to enter into its own contracts. The Commission was created to help the community hold the City and the Cleveland Department of Police accountable. Enabling the Commission to enter into their own contracts prevents the City from interfering with the Commission’s mission. Otherwise, the Law Director, independently or at the City’s behest, could refuse to approve or sign any contract requested by the Commission

on the issue) (citing *Danis Montco Landfill Co. v. Jefferson Twp. Zoning Comm'n.*, 620 N.E.2d 140, 141 (Ohio Ct. App. 1993) (allowing suit against zoning commission and board of trustee for violations of Ohio Rev. Code § 121.22)).

As detailed throughout this letter, the Commission is an independent entity with litigation authority.

**IV. THE ALLEGATIONS OF PROFESSIONAL MISCONDUCT ARE COMPLETELY INAPPROPRIATE AND UNFOUNDED.**

In its letter, the Department by and through Griffin, in making its threat, wrongfully alleges that the Firm violated at least five of the Ohio Rules of Professional Conduct. Specifically, it alleges the Firm (1) knowingly acted without proper authorization; (2) failed to properly represent an organization and improperly communicated or allied ourselves with individual members of the organization; (3) displayed a lack of candor toward a tribunal; (4) improperly implied authority to represent an organization; and (5) engaged in conduct prejudicial to the administration of justice.

The Department's threat by and through Griffin, to report the Firm to a disciplinary body for violating the Ohio Rules of Professional Conduct is, itself, improper. Threatening to file a grievance for the sole purpose of gaining advantage in a civil dispute is itself a violation of the Ohio Rules of Professional Conduct. *See*, Prof. Cond. Rule 1.2(e) (prohibiting threats of disciplinary action to obtain an advantage in a civil matter). The rules clearly state that attorneys may not weaponize ethical enforcement mechanisms as litigation tactics. Ohio R. Pro. Conduct, Preamble at para 20. Although Ohio does not permit the use of disciplinary enforcement for strategic leverage, the Department's/Griffin's letter does exactly that: it invokes the rules of professional conduct to intimidate both the Firm *and* the Commission to gain an advantage.

Further, the allegations are completely without merit. Because the Department/Griffin merely cites the rules without further analysis, argument, or evidence, it is difficult to ascertain the exact outline of the Department's argument. However, to the extent they allege that the Firm improperly represented the Commission, they are false.

The Commission properly passed the Resolution regarding the conflict of interest and intent to hire the Firm during a general meeting in August of 2025. Both the City and the Department lack the ability to object to the Commission's designation of a conflict. The City and the Department were repeatedly informed of the Commission's declaration of a conflict and the Commission's engagement of the Firm as the Commission's representative in that conflict. The text and intent of the Cleveland Code of Ordinances mandate that the City will pay for outside legal representation for the Commission. The Department did not object and in fact encouraged the Commission to hire outside counsel using their own budget. After delaying, deflecting, and being derelict in its duty, the Department, after the professional services have already been provided, now seeks for the first time to raise an objection, over eight months after the Commission passed the Resolution declaring the existence of a conflict of interest. The City and the Department may not use their own failures and shortcomings to invalidate the actions of an independent commission. Such an understanding would be contrary to all common sense and would effectively invalidate the purpose

of the Commission—to be a voice for the community against oppression *particularly* when the City fails to hold itself or its officers accountable.

The Department’s /Griffin’s letter concluded with the following threat: “**Failure to immediately take these corrective actions may necessitate referrals to appropriate disciplinary authorities and pursuit of any other available legal remedies.**” Email from Mark Griffin, Law Dir. City of Clev. Dep’t of Law (Mar. 30, 2026, at 4:05pm).

Pursuant to Griffin’s threat, this matter will be forwarded to the Cleveland Metropolitan Bar Association’s Bar Counsel and Assistant Bar Counsel, containing the Department’s/Griffin’s letter as well as this reply.

The remainder of the Department’s/Griffin’s email is without merit and does not warrant a response.

Sincerely,

A handwritten signature in black ink that reads "Chris N. Georgalis". The signature is written in a cursive, flowing style.

Chris N. Georgalis  
o 216.466.0169  
c 216.374.1890  
chris@flannerygeorgalis.com

Enclosures

---

**CPC - Conflict of Interest & Retention of Outside Counsel**


---

**From** Nouredine, Alix <ANouredine@clevelandohio.gov>

**Date** Thu 8/28/2025 5:35 PM

**To** Griffin, Mark <MGriffin@clevelandohio.gov>; Melnyk, Stephanie <smelnyk@clevelandohio.gov>

**Cc** Adams, John (CPC) <JAdams5@clevelandohio.gov>; Zayed, Sharena (CPC) <SZayed@clevelandohio.gov>; chris@flannerygeorgalis.com <chris@flannerygeorgalis.com>; Thomas, Delante <dthomas3@clevelandohio.gov>; Smoot, Lewis III <LSmoot3@clevelandohio.gov>

 1 attachment (3 MB)

Correspondence & Supporting Docs.pdf;

Good evening,

Please find attached correspondence and associated documentation regarding CPC's determination of a conflict of interest and retention of outside counsel, Flannery Georgalis, LLC (copied hereon). I look forward to the Law Dept. moving forward with the contract for legal services in short order. Please let me know if you have any questions.

Alix M. Nouredine  
Interim Executive Director  
Community Police Commission  
City of Cleveland  
3631 Perkins Avenue, 4th Floor  
Cleveland, OH 44114  
Email: anouredine@clevelandohio.gov

EXHIBIT  
A



August 28, 2025

Via Electronic Mail Only

City of Cleveland  
Attn: Mark Griffin, Director of Law  
Stephanie Melynk, Chief Corporate Counsel  
601 Lakeside Ave, Room 220  
Cleveland, OH 44114

Re: Engagement of Services of Outside Counsel

Dear Director Griffin and Chief Corporate Counsel Melynk:

On August 27, 2025, pursuant to the authority granted to the Community Police Commission (the "CPC") under City of Cleveland Charter 155-5(h)(xxiv), the CPC declared "in its discretion" the existence of "a conflict of interest between the Commission's mission and representation from the city's Department of Law." A copy of the Resolution describing the nature of the conflict and declaring the existence of the same is attached hereto.

In adopting this Resolution, the CPC followed, in good faith, the process as prescribed by the Department of Law for engaging outside legal counsel. As provided under City of Cleveland Charter 155-5(h)(xxiv), when the CPC declares in its discretion the existence of a conflict and engages "outside legal services," the payment of those services are at the "Department of Law[s] expense . . . ."

Enclosed for further processing is a completed information for legal services agreement form, along with the engagement letter of the CPC's selected outside counsel. Please process by end of business on Tuesday, September 2, 2025.

Please do not hesitate to reach me if you have any further questions.

Sincerely Yours,

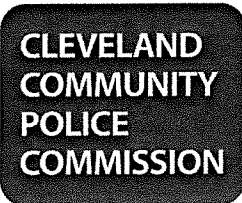
Alix Nouredine  
Interim Executive Director, Community Police Commission



Attachments

---





*City of Cleveland*  
**COMMUNITY POLICE COMMISSION**

---

A Resolution declaring a conflict of interest with the Department of Law; and authorizing and directing the Interim Executive Director to take all actions necessary to engage the services of Flannery Georgalis, LLC as independent legal counsel for the Commission.

WHEREAS, pursuant to Paragraph 19 of the Consent Decree between the United States of America and City of Cleveland, the City is required to provide to the Commission “access to all information requested by the Commission related to its mandate, authority, and duties unless legally restricted”; and

WHEREAS, pursuant to City of Cleveland Charter 115-5(h)(17), the Commission has the power of “[r]equesting and timely receiving, without the need for making a formal public-records request, from other City departments and offices including the Division of Police and Director of Public Safety, information relevant to the Commission's duties”; and

WHEREAS, pursuant to City of Cleveland Charter 115-5(h)(18), the Commission’s broad authority includes “[a]ccessing un-redacted complaints against officers and unredacted files of all closed investigations . . .”; and

WHEREAS, on January 23, 2024, the Court in the Consent Decree matter issued an Order, attached hereto as Exhibit A, requiring “the parties and the Monitor to discuss and develop a process by which the Monitor and DOJ can be put on notice of document requests [by the CPC] to which the City objects . . .”; and

WHEREAS, the Court’s Order noted that “[t]he City might also seek to engage with the incoming counsel for the CPC around the issue of developing a process for streamlining the document requests of the CPC[.]”; and

WHEREAS, on March 18, 2024, in compliance with the Court’s Order, the Parties and Monitor filed with the Court in the Consent Decree matter a Joint Status Report, attached hereto as Exhibit B, appending an agreed-upon process for records requests from the Commission; and

WHEREAS, the Joint Status Report provides that the established process was developed after “[t]he Parties, Monitor, and CPC members met several times”; and

WHEREAS, the established, agreed-upon, court-approved process for handling requests from the Commission, attached hereto as Exhibit C, requires the “City [to] produce to the Commission requested information within 21 days of receipt of the request[.]” and provide any “objection [to the request] within seven days of receipt” of the request; and

WHEREAS, the City, through the Police Accountability Team and members of the Law Department, maintains an excel spreadsheet (the “Tracker”), attached hereto as Exhibit D, that it uses to track the Commission’s requests; and

WHEREAS, the Tracker includes the date the Commission submits a request, the date the City produces the documents in response to the request, the status of the requests, including whether it is complete, partially incomplete, or pending, and the amount of days from submission of the request to the current date; and

WHEREAS, the Tracker makes clear that the City continuously and regularly fails to meet the 21-day Court deadline to produce records to the Commission; and

WHEREAS, the City, through the Law Department, and as signed by Director of Law, agreed to the process for handling the Commission’s requests, despite not adhering to such process; and

WHEREAS, the City, through the Law Department, is responsible, at least in part, for both producing the required records and simultaneously representing the City in this matter; and

WHEREAS, the Commission cannot fulfill its broad mission as outlined in the Consent Decree and Charter 115-5 without obtaining the records it requests in a timely and complete manner; and

WHEREAS, the Commission desires to exercise its broad powers under both the City of Cleveland Charter 115-5(h)(17)-(18) and the Consent Decree to access and receive records without interference from the City and/or the Law Department; and

WHEREAS, the Department of Law’s dual role in both defending the City and serving as one of the stakeholders responsible for compliance with the Court’s Order and producing and/or objecting to the product of records creates a conflict of interest; and

WHEREAS, in order to ensure the mission of the Commission is protected, upheld, and safeguarded in a manner that is consistent with the will of the citizenry as expressed in Charter 115-5, and in furtherance of the overarching goal of the Consent Decree to effectuate police reform and ensure constitutional policing, the Commission has determined that retaining the services of independent outside counsel in this matter is necessary; and

WHEREAS, the Interim Executive Director canvassed law firms and has recommended the services of Flannery Georgalis, LLC.

NOW, THEREFORE, BE IT RESOLVED by the Community Police Commission of the City of Cleveland, that:

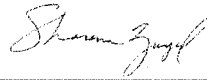
1. The Commission hereby finds and declares that a conflict of interest exists with the mission of the Commission and the City’s Law Department regarding the production of and/or access to records.

2. The Commission hereby approves the retention of Flannery Georgalis, LLC for the services of outside counsel to represent the Commission in this matter.
3. The Commission authorizes the Interim Executive Director to take all necessary steps to engage and direct outside counsel consistent with this Resolution.
4. This Resolution shall take effect immediately upon its adoption.



---

DR. JOHN ADAMS  
Co-Chair of the Commission



---

SHARENA ZAYED  
Co-Chair of the Commission

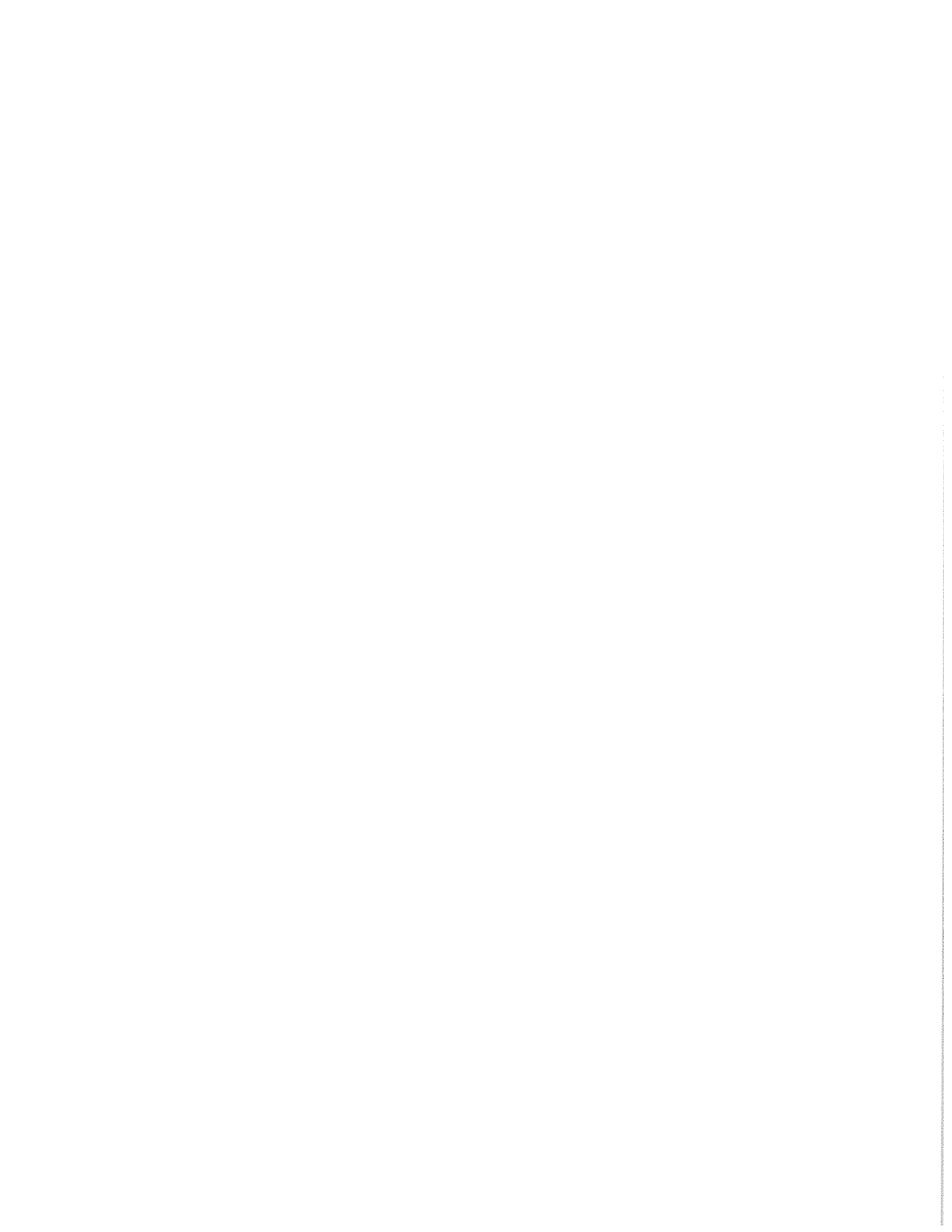


---

ALIX M. NOUREDDINE  
Secretary of the Commission

PASSED: August 27, 2025

# EXHIBIT A



recognized the potentially adverse effect that delayed payments resulting from disputes over the Monitoring Team's billing may have on team morale within the Monitoring Team. Accordingly, the court is prepared to intervene and review any contested items on the Monitoring Team's invoices if the parties are unable to resolve the disputes themselves. This will ensure that members of the Monitoring Team are paid in a timely fashion.

With respect to staffing, the Monitor informed the court that he is looking to add up to four subject-matter experts and a senior paralegal to the Monitoring Team to fill the loss in expertise and skill-sets the Monitoring Team has suffered as a result of team turnover during and after the transition. To date, the City is still raising concerns regarding the Monitor's desire to hire a senior paralegal to backfill the role currently held by outgoing Monitoring Team member, Lisa Fink. The court hereby orders the parties to confer on the matter in an attempt to reach an agreement. If the parties are unable to reach agreement by January 29, 2024, the City shall notify the court in writing, and the DOJ shall file a response. The court will then schedule a brief conference to resolve the matter.

The City noted that it receives voluminous requests from individual CPC members and the Executive Director. They also have received requests for law enforcement sensitive material, for example, to which the CPC is not entitled. The DOJ noted that it had heard that the requests to the City were substantially backlogged, and the Monitor confirmed this. The DOJ's primary concern was that it receive notice of the requests and that the City timely responded by providing the documents or objecting to them on whatever grounds it deemed appropriate. As a first step, the court hereby orders the parties and the Monitor to discuss and develop a process by which the Monitor and DOJ can be put on notice of document requests to which the City objects, so that the DOJ may respond.

The parties and the Monitor shall have until March 18, 2024, to develop such a process and notify the court once they have done so. The City might also seek to engage with the incoming counsel for the CPC around the issue of developing a process for streamlining the document requests of the CPC.

Finally, in addition to the semiannual status conferences the court has typically held in this case, the court plans to continue to hold status conferences with the parties on a more frequent basis. The court will inform the parties if and when these status conferences will be held on the record.

IT IS SO ORDERED.

/s/ SOLOMON OLIVER, JR.  
UNITED STATES DISTRICT JUDGE

January 23, 2024

**FOR THE UNITED STATES**

REBECCA C. LUTZKO  
U.S. Attorney  
Northern District of Ohio

/s/ Michelle L. Heyer

Michelle L. Heyer (OH: 0065723)  
Sara E. DeCaro (OH: 0072485)  
Assistant U.S. Attorneys  
United States Court House  
801 West Superior Avenue, Suite 400  
Cleveland, OH 44113  
(216) 622-3686 (Heyer)  
(216) 622-3670 (DeCaro)  
(216) 522-2404 (FAX)  
[Michelle.Heyer@usdoj.gov](mailto:Michelle.Heyer@usdoj.gov)  
[Sara.DeCaro@usdoj.gov](mailto:Sara.DeCaro@usdoj.gov)

KRISTEN M. CLARKE  
Assistant Attorney General  
Civil Rights Division

STEVEN H. ROSENBAUM  
Chief  
Special Litigation Section

/s/ Acrivi Coromelas

Timothy D. Mygatt  
Deputy Chief  
R. Jonas Geissler  
Acrivi Coromelas  
Trial Attorneys  
United States Department of Justice  
Civil Rights Division  
Special Litigation Section  
950 Pennsylvania Avenue, NW  
Washington, DC 20530  
Tel: (202) 353-1091; Fax: (202) 514-4883  
Email: [Timothy.Mygatt@usdoj.gov](mailto:Timothy.Mygatt@usdoj.gov)  
Email: [Jonas.Geissler@usdoj.gov](mailto:Jonas.Geissler@usdoj.gov)  
Email: [Acrivi.Coromelas2@usdoj.gov](mailto:Acrivi.Coromelas2@usdoj.gov)

**FOR THE CITY OF CLEVELAND**

MARK GRIFFIN  
Director of Law  
City of Cleveland

/s/ Mark Griffin

Mark Griffin (OH: 0064141)  
City of Cleveland  
601 Lakeside Avenue, Room 106  
Cleveland, Ohio 44114-1077  
Tel: (216) 664-2737  
Fax: (216) 664-2663  
[mgriffin@clevelandohio.gov](mailto:mgriffin@clevelandohio.gov)

# EXHIBIT B

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	CASE NO.: 1:15CV1046
	)	
Plaintiff,	)	JUDGE SOLOMON OLIVER, JR.
	)	
v.	)	
	)	
CITY OF CLEVELAND,	)	<u>JOINT STATUS REPORT REGARDING</u>
	)	<u>THE COMMUNITY POLICE</u>
Defendant.	)	<u>COMMISSION'S DOCUMENT AND</u>
	)	<u>INFORMATION REQUEST PROCESS</u>

On January 18, 2024, the Court held a telephonic status conference with the Parties and Monitor. During that conference, the Parties discussed requests made by the Community Police Commission (CPC) to the City for documents and information. The Court ordered the Parties and Monitor to “develop a process by which the Monitor and DOJ can be put on notice of document requests to which the City objects, so that the DOJ may respond.” *See* Status Conference Order, ECF No. 505, at 2. The Court gave the Parties and Monitor until March 18, 2024 to develop a process and notify the Court. *Id.* at 3.

The Parties, Monitor, and CPC members met several times to develop such a process. The established process is attached hereto as Exhibit A.

Respectfully submitted,

**FOR THE UNITED STATES**

REBECCA C. LUTZKO  
U.S. Attorney  
Northern District of Ohio

/s/ Michelle L. Heyer

Michelle L. Heyer (OH: 0065723)  
Sara E. DeCaro (OH: 0072485)  
Assistant U.S. Attorneys  
United States Court House  
801 West Superior Avenue, Suite 400  
Cleveland, OH 44113  
(216) 622-3686 (Heyer)  
(216) 622-3670 (DeCaro)  
(216) 522-2404 (FAX)  
[Michelle.Heyer@usdoj.gov](mailto:Michelle.Heyer@usdoj.gov)  
[Sara.DeCaro@usdoj.gov](mailto:Sara.DeCaro@usdoj.gov)

KRISTEN M. CLARKE  
Assistant Attorney General  
Civil Rights Division

STEVEN H. ROSENBAUM  
Chief  
Special Litigation Section

/s/ Acrivi Coromelas

Timothy D. Mygatt  
Deputy Chief  
R. Jonas Geissler  
Acrivi Coromelas  
Trial Attorneys  
United States Department of Justice  
Civil Rights Division  
Special Litigation Section  
950 Pennsylvania Avenue, NW  
Washington, DC 20530  
Tel: (202) 353-1091; Fax: (202) 514-4883  
Email: [Timothy.Mygatt@usdoj.gov](mailto:Timothy.Mygatt@usdoj.gov)  
Email: [Jonas.Geissler@usdoj.gov](mailto:Jonas.Geissler@usdoj.gov)  
Email: [Acrivi.Coromelas2@usdoj.gov](mailto:Acrivi.Coromelas2@usdoj.gov)

**FOR THE CITY OF CLEVELAND**

MARK GRIFFIN  
Director of Law  
City of Cleveland

/s/ Mark Griffin

Mark Griffin (OH: 0064141)  
City of Cleveland  
601 Lakeside Avenue, Room 106  
Cleveland, Ohio 44114-1077  
Tel: (216) 664-2737  
Fax: (216) 664-2663  
[mgriffin@clevelandohio.gov](mailto:mgriffin@clevelandohio.gov)

# EXHIBIT C



## City of Cleveland

Justin M. Bibb, Mayor

Department of Law  
601 Lakeside Avenue, Room 106  
Cleveland, Ohio 44114-1077  
216/664-2800 – Fax: 216/664-2663  
www.clevelandohio.gov

### Draft Process for Records Requests from the Community Police Commission (3/15/2024)

- The Commission will follow the process outlined in its bylaws for requesting records from the City (“City” in this document refers to all entities within the City, including but not limited to the Office of Professional Responsibility and the Civilian Police Review Board)
  - o Requests for records will be submitted by the Commission’s Executive Director
- The Commission will email its requests for documents to City-staff designees. The Commission may CC to MT and DOJ designees, but as set forth below, the City is responsible for notifying the MT and DOJ of requests.
  - o City will notify MT and DOJ within 3 business days of receiving a request.
- If the Commission or an individual Commissioner requests records outside of established process, the City will respond directing the Commission or individual Commissioner to follow the process (the City will CC MT and DOJ on this correspondence)
- The City will respond to Commission requests issued pursuant to the bylaws in accordance with the Court order dated September 3, 2021 (Dkt. #382):
  - o The City will produce to the Commission requested information within 21 days of receipt of the request.
  - o If the City objects to the request, the City will submit its objection within seven days of receipt to the Commission, the MT, and DOJ.
    - If the City requests clarification of a request, then the City will provide that request for clarification to the Commission, the MT, and DOJ. The Parties will treat any request for clarification as an objection within the meaning of the Court’s September 3, 2021 Order (Dkt. #382), including deadlines for response.
    - If the CPC chooses to restate its request following a request for clarification, the Parties agree to treat each such restated request as a new request and would restart the deadline for responses pursuant to the Court’s September 3, 2021 Order (Dkt. 382).
  - o If the MT or DOJ disagrees with the City’s objection, they will inform the City within seven days of receiving the objection.
  - o Within seven days after receiving the notice of disagreement, the City will produce the requested information to the CPC or it may petition the Court to relieve it of its obligation to produce the information.

**EXHIBIT**  
**A**



City of Cleveland  
Justin M. Bibb, Mayor

---

- If the City, at any point after making an objection, decides to respond to the CPC's original request, its deadline for responding will be 21 days from the original request.

As of March 15, 2024, the DOJ's designees are as follows:

- Acrivi Coromelas [Acrivi.coromelas2@usdoj.gov](mailto:Acrivi.coromelas2@usdoj.gov)
- Mike Evanovich [Michael.evanovich@usdoj.gov](mailto:Michael.evanovich@usdoj.gov)
- Michelle Heyer [Michelle.heyer@usdoj.gov](mailto:Michelle.heyer@usdoj.gov)

As of March 15, 2024, the City's designees are as follows:

- Leigh Anderson [landerson2@clevelandohio.gov](mailto:landerson2@clevelandohio.gov)
- Mark Griffin [mgriffin@clevelandohio.gov](mailto:mgriffin@clevelandohio.gov)
- Brian Carney [bcarney@clevelandohio.gov](mailto:bcarney@clevelandohio.gov)
- Delante' Thomas [dthomas3@clevelandohio.gov](mailto:dthomas3@clevelandohio.gov)
- Hannah Macias [hmacias@clevelandohio.gov](mailto:hmacias@clevelandohio.gov)
- Carlos Johnson [cjohnson2@clevelandohio.gov](mailto:cjohnson2@clevelandohio.gov)
- Robert Simon [rsimon@clevelandohio.gov](mailto:rsimon@clevelandohio.gov)

As of March 15, 2024, the MT's designees are as follows:

- Karl Racine [Karl.racine@hoganlovells.com](mailto:Karl.racine@hoganlovells.com)
- Abby Wilhelm [Abby.wilhelm@hoganlovells.com](mailto:Abby.wilhelm@hoganlovells.com)
- Charles See [Charlessee709@gmail.com](mailto:Charlessee709@gmail.com)
- Victor Ruiz [Victorar Ruiz@hotmail.com](mailto:Victorar Ruiz@hotmail.com)

---

**Re: CPC - Conflict of Interest & Retention of Outside Counsel**

---

**From** Nouredine, Alix <ANouredine@clevelandohio.gov>

**Date** Tue 9/2/2025 1:55 PM

**To** Griffin, Mark <MGriffin@clevelandohio.gov>; Melnyk, Stephanie <smelnyk@clevelandohio.gov>

**Cc** Adams, John (CPC) <JAdams5@clevelandohio.gov>; Zayed, Sharena (CPC) <SZayed@clevelandohio.gov>; chris@flannerygeorgalis.com <chris@flannerygeorgalis.com>; Thomas, Delante <dthomas3@clevelandohio.gov>; Smoot, Lewis III <LSmoot3@clevelandohio.gov>

Good afternoon,

Please let me know whether you have everything you need to move this forward. The CPC desires to begin its engagement immediately.

Alix M. Nouredine  
Interim Executive Director  
Community Police Commission  
City of Cleveland  
3631 Perkins Avenue, 4th Floor  
Cleveland, OH 44114  
Email: anouredine@clevelandohio.gov

---

**From:** Nouredine, Alix <ANouredine@clevelandohio.gov>

**Sent:** Thursday, August 28, 2025 5:35 PM

**To:** Griffin, Mark <MGriffin@clevelandohio.gov>; Melnyk, Stephanie <smelnyk@clevelandohio.gov>

**Cc:** Adams, John (CPC) <JAdams5@clevelandohio.gov>; Zayed, Sharena (CPC) <SZayed@clevelandohio.gov>; chris@flannerygeorgalis.com <chris@flannerygeorgalis.com>; Thomas, Delante <dthomas3@clevelandohio.gov>; Smoot, Lewis III <LSmoot3@clevelandohio.gov>

**Subject:** CPC - Conflict of Interest & Retention of Outside Counsel

Good evening,

Please find attached correspondence and associated documentation regarding CPC's determination of a conflict of interest and retention of outside counsel, Flannery Georgalis, LLC (copied hereon). I look forward to the Law Dept. moving forward with the contract for legal services in short order. Please let me know if you have any questions.

Alix M. Nouredine  
Interim Executive Director  
Community Police Commission  
City of Cleveland  
3631 Perkins Avenue, 4th Floor  
Cleveland, OH 44114  
Email: anouredine@clevelandohio.gov

**EXHIBIT**

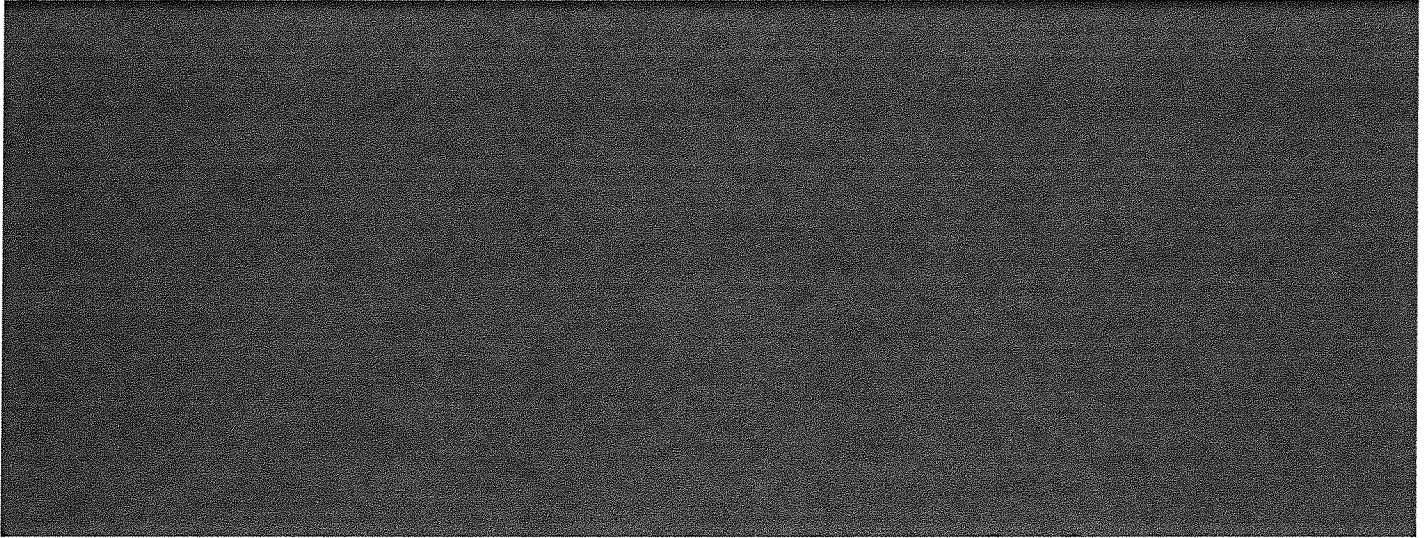
**B**



---

Fw: CPC - Conflict of Interest & Retention of Outside Counsel

---



---

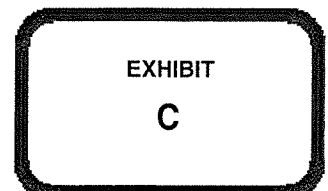
**From:** Nouredine, Alix <ANouredine@clevelandohio.gov>  
**Sent:** Wednesday, September 3, 2025 4:37 PM  
**To:** Smoot, Lewis III <LSmoot3@clevelandohio.gov>; Griffin, Mark <MGriffin@clevelandohio.gov>; Melnyk, Stephanie <smelnyk@clevelandohio.gov>  
**Cc:** Adams, John (CPC) <JAdams5@clevelandohio.gov>; Zayed, Sharena (CPC) <SZayed@clevelandohio.gov>; Thomas, Delante <dthomas3@clevelandohio.gov>  
**Subject:** Re: CPC - Conflict of Interest & Retention of Outside Counsel

Hi Lewis,

I appreciate the update. The package of information I sent you was based upon the written process that you provided me under separate cover. The terms of the engagement were provided as part of the package. If you could please provide me a copy of the non-competitive bid affidavit, I will submit to Flannery Georgalis to have completed. Also, if you'd like, please feel free to send me a copy of the standard engagement letter for my records and potential use moving forward.

When may we expect the Law Dept.'s final answer on this?

Alix M. Nouredine  
Interim Executive Director  
Community Police Commission  
City of Cleveland  
3631 Perkins Avenue, 4th Floor  
Cleveland, OH 44114  
Email: [anouredine@clevelandohio.gov](mailto:anouredine@clevelandohio.gov)



---

**From:** Smoot, Lewis III <LSmoot3@clevelandohio.gov>  
**Sent:** Wednesday, September 3, 2025 4:06 PM  
**To:** Nouredine, Alix <ANouredine@clevelandohio.gov>; Griffin, Mark <MGriffin@clevelandohio.gov>; Melnyk, Stephanie <smelnyk@clevelandohio.gov>  
**Cc:** Adams, John (CPC) <JAdams5@clevelandohio.gov>; Zayed, Sharena (CPC) <SZayed@clevelandohio.gov>; Thomas, Delante <dthomas3@clevelandohio.gov>  
**Subject:** Re: CPC - Conflict of Interest & Retention of Outside Counsel


Good afternoon,

Thanks for sending over the Resolution and the letter. The Law Department is currently looking into the CPC's determination and will give you an answer promptly regarding the Law Department's position.

In the meantime, can you send over any of the information submitted by Flannery Georgalis regarding their services (e.g. hourly billing rate for services?) The Law Department has a standard engagement letter for legal services, in addition there will be a required non-competitive bid affidavit that must be completed.

Also, City law and policy does not allow for contracting with parties until they are approved. Improper authorization could lead to personal responsibility.

Lewis R. Smoot III  
Assistant Director of Law  
City of Cleveland | Department of Law  
601 Lakeside Avenue, Room 106  
Cleveland, Ohio 44114-1077  
Direct: 216.664.3774 | Fax: 216.664.2663

 Confidentiality Notice: This message and any attachments are intended only for the use of the addressee and may contain information that is legally privileged, confidential and/or exempt from disclosure under law. If the reader of the message is not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. **If you have received this communication in error, notify the sender immediately by return email and delete the message and any attachments from your system.**

---

**From:** Nouredine, Alix <ANouredine@clevelandohio.gov>  
**Sent:** Tuesday, September 2, 2025 1:55 PM  
**To:** Griffin, Mark <MGriffin@clevelandohio.gov>; Melnyk, Stephanie <smelnyk@clevelandohio.gov>  
**Cc:** Adams, John (CPC) <JAdams5@clevelandohio.gov>; Zayed, Sharena (CPC) <SZayed@clevelandohio.gov>; chris@flannerygeorgalis.com <chris@flannerygeorgalis.com>; Thomas, Delante <dthomas3@clevelandohio.gov>; Smoot, Lewis III <LSmoot3@clevelandohio.gov>  
**Subject:** Re: CPC - Conflict of Interest & Retention of Outside Counsel

Good afternoon,

Please let me know whether you have everything you need to move this forward. The CPC desires to begin its engagement immediately.

Alix M. Nouredine  
Interim Executive Director  
Community Police Commission  
City of Cleveland

3631 Perkins Avenue, 4th Floor  
Cleveland, OH 44114  
Email: anoureddine@clevelandohio.gov

---

**From:** Noureddine, Alix <ANoureddine@clevelandohio.gov>  
**Sent:** Thursday, August 28, 2025 5:35 PM  
**To:** Griffin, Mark <MGriffin@clevelandohio.gov>; Melnyk, Stephanie <smelnyk@clevelandohio.gov>  
**Cc:** Adams, John (CPC) <JAdams5@clevelandohio.gov>; Zayed, Sharena (CPC) <SZayed@clevelandohio.gov>;  
chris@flannerygeorgalis.com <chris@flannerygeorgalis.com>; Thomas, Delante <dthomas3@clevelandohio.gov>;  
Smoot, Lewis III <LSmoot3@clevelandohio.gov>  
**Subject:** CPC - Conflict of Interest & Retention of Outside Counsel

Good evening,

Please find attached correspondence and associated documentation regarding CPC's determination of a conflict of interest and retention of outside counsel, Flannery Georgalis, LLC (copied hereon). I look forward to the Law Dept. moving forward with the contract for legal services in short order. Please let me know if you have any questions.

Alix M. Noureddine  
Interim Executive Director  
Community Police Commission  
City of Cleveland  
3631 Perkins Avenue, 4th Floor  
Cleveland, OH 44114  
Email: anoureddine@clevelandohio.gov

---

Re: CPC - Conflict of Interest & Retention of Outside Counsel

---

From Chris Georgalis <chris@flannerygeorgalis.com>

Date Wed 9/10/2025 1:42 PM

To Nouredine, Alix <ANouredine@clevelandohio.gov>; Griffin, Mark <MGriffin@clevelandohio.gov>; Melnyk, Stephanie <smelnyk@clevelandohio.gov>

Cc Adams, John (CPC) <JAdams5@clevelandohio.gov>; Zayed, Sharena (CPC) <SZayed@clevelandohio.gov>; Thomas, Delante <dthomas3@clevelandohio.gov>; Smoot, Lewis III <LSmoot3@clevelandohio.gov>

All:

I understand from Alix that there is a standard engagement letter for legal services and/or a non-competitive bid affidavit that my Firm may need to review and/or execute in order to move forward with consideration for the CPC representation, among other forms and processes that the Law Department is reviewing. Please feel free to provide me with whatever documents are necessary for my Firm to review and execute. Thank you for considering Flannery | Georgalis for the CPC representation on this matter; we look forward to working with you.

If you have any questions, kindly let me know.

Thanks,  
Chris

Flannery | Georgalis, LLC  
1621 Euclid Avenue, Floor 20  
Cleveland, OH 44115 (*New Cleveland Office Address*)  
(216) 466-0169 (Direct Dial)  
(216) 374-1890 (Mobile)  
[chris@flannerygeorgalis.com](mailto:chris@flannerygeorgalis.com)  
[www.flannerygeorgalis.com](http://www.flannerygeorgalis.com)  
Charlotte | Cleveland | Columbus | Detroit | Florida | Pittsburgh | West Virginia

FLANNERY | GEORGALIS  
LLC

---

Please note: As of August 1, 2025, our Cleveland office has relocated to the address above. If you have any questions or concerns, please call (216) 367-2120.

The information contained in this email transmission and any attachments thereto is intended for use by only the addressee(s) and may contain legally privileged and/or confidential information. If you are not the intended recipient of this email, you are hereby notified that any dissemination, distribution or copying of this email and any attachments or other communication of contents is strictly prohibited. If you have received this email in error, please immediately notify Chris Georgalis at (216) 466-0619 and permanently delete the original copy or printout.

EXHIBIT  
D

---

**From:** Nouredine, Alix <ANouredine@clevelandohio.gov>

**Sent:** Tuesday, September 2, 2025 1:55 PM

**To:** Griffin, Mark <MGriffin@clevelandohio.gov>; Melnyk, Stephanie <smelnyk@clevelandohio.gov>

**Cc:** Adams, John (CPC) <JAdams5@clevelandohio.gov>; Zayed, Sharena (CPC) <SZayed@clevelandohio.gov>; Chris Georgalis <chris@flannerygeorgalis.com>; Thomas, Delante <dthomas3@clevelandohio.gov>; Smoot, Lewis III <LSmoot3@clevelandohio.gov>

**Subject:** Re: CPC - Conflict of Interest & Retention of Outside Counsel

Good afternoon,

Please let me know whether you have everything you need to move this forward. The CPC desires to begin its engagement immediately.

Alix M. Nouredine  
Interim Executive Director  
Community Police Commission  
City of Cleveland  
3631 Perkins Avenue, 4th Floor  
Cleveland, OH 44114  
Email: anouredine@clevelandohio.gov

---

**From:** Nouredine, Alix <ANouredine@clevelandohio.gov>

**Sent:** Thursday, August 28, 2025 5:35 PM

**To:** Griffin, Mark <MGriffin@clevelandohio.gov>; Melnyk, Stephanie <smelnyk@clevelandohio.gov>

**Cc:** Adams, John (CPC) <JAdams5@clevelandohio.gov>; Zayed, Sharena (CPC) <SZayed@clevelandohio.gov>; chris@flannerygeorgalis.com <chris@flannerygeorgalis.com>; Thomas, Delante <dthomas3@clevelandohio.gov>; Smoot, Lewis III <LSmoot3@clevelandohio.gov>

**Subject:** CPC - Conflict of Interest & Retention of Outside Counsel

Good evening,

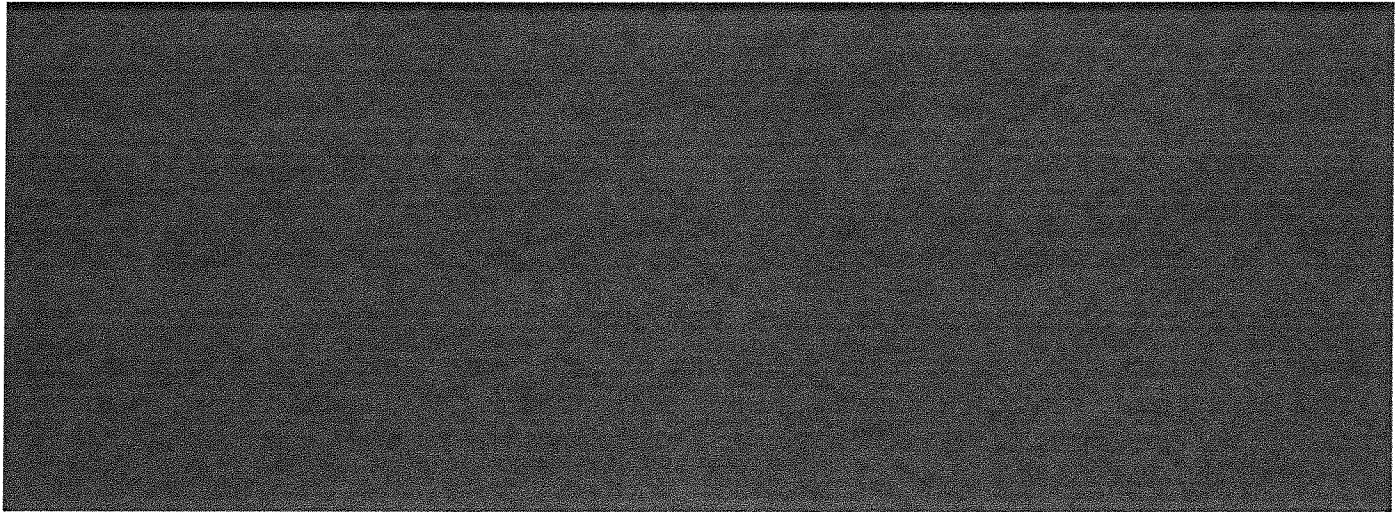
Please find attached correspondence and associated documentation regarding CPC's determination of a conflict of interest and retention of outside counsel, Flannery Georgalis, LLC (copied hereon). I look forward to the Law Dept. moving forward with the contract for legal services in short order. Please let me know if you have any questions.

Alix M. Nouredine  
Interim Executive Director  
Community Police Commission  
City of Cleveland  
3631 Perkins Avenue, 4th Floor  
Cleveland, OH 44114  
Email: anouredine@clevelandohio.gov

---

Fw: CPC - Conflict of Interest & Retention of Outside Counsel

---



---

**From:** Nouredine, Alix <ANouredine@clevelandohio.gov>  
**Sent:** Thursday, September 11, 2025 5:55:52 AM  
**To:** Griffin, Mark <MGriffin@clevelandohio.gov>; Melnyk, Stephanie <smelnyk@clevelandohio.gov>  
**Cc:** Adams, John (CPC) <JAdams5@clevelandohio.gov>; Zayed, Sharena (CPC) <SZayed@clevelandohio.gov>; Thomas, Delante <dthomas3@clevelandohio.gov>; Smoot, Lewis III <LSmoot3@clevelandohio.gov>  
**Subject:** Re: CPC - Conflict of Interest & Retention of Outside Counsel

Mark, Delante - Lewis said he is waiting on either of you to provide him these forms and/or permit him to release the forms (which are public records) to FG. Can one of you please provide a substantive update? We're at the two-week mark since the CPC adopted the resolution, with the process being held up with your Dept.

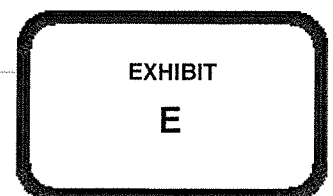
Lastly, I note that the Charter places the authority to declare the conflict entirely within the authority and discretion of the CPC—and the CPC alone. While the Law Dept.'s position on the declaration may be helpful for internal and future purposes, it does not negate or in any way effect the CPC declaration and prescribed retention of FG.

I look forward to a timely and meaningful response.

Alix M. Nouredine  
Interim Executive Director  
Community Police Commission  
City of Cleveland  
3631 Perkins Avenue, 4th Floor  
Cleveland, OH 44114  
Email: [anouredine@clevelandohio.gov](mailto:anouredine@clevelandohio.gov)

---

**From:** Chris Georgalis <[chris@flannerygeorgalis.com](mailto:chris@flannerygeorgalis.com)>  
**Sent:** Wednesday, September 10, 2025 1:42 PM



**To:** Nouredine, Alix <ANouredine@clevelandohio.gov>; Griffin, Mark <MGriffin@clevelandohio.gov>; Melnyk, Stephanie <smelnyk@clevelandohio.gov>  
**Cc:** Adams, John (CPC) <JAdams5@clevelandohio.gov>; Zayed, Sharena (CPC) <SZayed@clevelandohio.gov>; Thomas, Delante <dthomas3@clevelandohio.gov>; Smoot, Lewis III <LSmoot3@clevelandohio.gov>  
**Subject:** Re: CPC - Conflict of Interest & Retention of Outside Counsel

**CAUTION:** This email originated from outside of the City of Cleveland. Do not click on links or open attachments unless you recognize the sender and know that the content is safe. If you believe that this email is suspicious, please forward to [phishing@clevelandohio.gov](mailto:phishing@clevelandohio.gov).

All:

I understand from Alix that there is a standard engagement letter for legal services and/or a non-competitive bid affidavit that my Firm may need to review and/or execute in order to move forward with consideration for the CPC representation, among other forms and processes that the Law Department is reviewing. Please feel free to provide me with whatever documents are necessary for my Firm to review and execute. Thank you for considering Flannery | Georgalis for the CPC representation on this matter; we look forward to working with you.

If you have any questions, kindly let me know.

Thanks,  
Chris

Flannery | Georgalis, LLC  
1621 Euclid Avenue, Floor 20  
Cleveland, OH 44115 (*New Cleveland Office Address*)  
(216) 466-0169 (Direct Dial)  
(216) 374-1890 (Mobile)  
[chris@flannerygeorgalis.com](mailto:chris@flannerygeorgalis.com)  
[www.flannerygeorgalis.com](http://www.flannerygeorgalis.com)  
Charlotte | Cleveland | Columbus | Detroit | Florida | Pittsburgh | West Virginia

FLANNERY | GEORGALIS  
LLC

---

Please note: As of August 1, 2025, our Cleveland office has relocated to the address above. If you have any questions or concerns, please call (216) 367-2120.

The information contained in this email transmission and any attachments thereto is intended for use by only the addressee(s) and may contain legally privileged and/or confidential information. If you are not the intended recipient of this email, you are hereby notified that any dissemination, distribution or copying of this email and any attachments or other communication of contents is strictly prohibited. If you have received this email in error, please immediately notify Chris Georgalis at (216) 466-0619 and permanently delete the original copy or printout.

---

**From:** Nouredine, Alix <ANouredine@clevelandohio.gov>  
**Sent:** Tuesday, September 2, 2025 1:55 PM  
**To:** Griffin, Mark <MGriffin@clevelandohio.gov>; Melnyk, Stephanie <smelnyk@clevelandohio.gov>

**Cc:** Adams, John (CPC) <JAdams5@clevelandohio.gov>; Zayed, Sharena (CPC) <SZayed@clevelandohio.gov>; Chris Georgalis <chris@flannerygeorgalis.com>; Thomas, Delante <dthomas3@clevelandohio.gov>; Smoot, Lewis III <LSmoot3@clevelandohio.gov>

**Subject:** Re: CPC - Conflict of Interest & Retention of Outside Counsel

Good afternoon,

Please let me know whether you have everything you need to move this forward. The CPC desires to begin its engagement immediately.

Alix M. Nouredine  
Interim Executive Director  
Community Police Commission  
City of Cleveland  
3631 Perkins Avenue, 4th Floor  
Cleveland, OH 44114  
Email: anouredine@clevelandohio.gov

---

**From:** Nouredine, Alix <ANouredine@clevelandohio.gov>

**Sent:** Thursday, August 28, 2025 5:35 PM

**To:** Griffin, Mark <MGriffin@clevelandohio.gov>; Melnyk, Stephanie <smelnyk@clevelandohio.gov>

**Cc:** Adams, John (CPC) <JAdams5@clevelandohio.gov>; Zayed, Sharena (CPC) <SZayed@clevelandohio.gov>; chris@flannerygeorgalis.com <chris@flannerygeorgalis.com>; Thomas, Delante <dthomas3@clevelandohio.gov>; Smoot, Lewis III <LSmoot3@clevelandohio.gov>

**Subject:** CPC - Conflict of Interest & Retention of Outside Counsel

Good evening,

Please find attached correspondence and associated documentation regarding CPC's determination of a conflict of interest and retention of outside counsel, Flannery Georgalis, LLC (copied hereon). I look forward to the Law Dept. moving forward with the contract for legal services in short order. Please let me know if you have any questions.

Alix M. Nouredine  
Interim Executive Director  
Community Police Commission  
City of Cleveland  
3631 Perkins Avenue, 4th Floor  
Cleveland, OH 44114  
Email: anouredine@clevelandohio.gov

---

**RE: CPC Encumbrance Request**

---

**From** Barrett, Paul <PBarrett2@clevelandohio.gov>

**Date** Fri 3/13/2026 3:03 PM

**To** Adams, John (CPC) <JAdams5@clevelandohio.gov>; Gentile, Jim <JGentile@clevelandohio.gov>; Zayed, Sharena (CPC) <SZayed@clevelandohio.gov>; ccole <ccole@clevelandpolicemonitor.com>; Melody Stewart <mstewart@clevelandpolicemonitor.com>

**Cc** Griffin, Mark <MGriffin@clevelandohio.gov>

Hi Commissioner,

I've had OBM investigate this further and they confirmed that there were no funds encumbered in 2025 for outside legal services. There are funds available for this in CPC's 2026 budget if needed, including allocations for contractual services and other purposes outside of grantmaking.

In addition, since I believe this question has come up before and to provide some clarity, OBM does not encumber funds on behalf of divisions. You will need to work with your Executive Director and Law if you need to draft a contract, get legislative approval if the request is over \$50,000, or complete any other necessary steps so that we can move forward with encumbering the funds. However, if you are unfamiliar with the process and require additional guidance, I would be happy to have someone in Finance run through it with you.

Hope this helps.

Have a great weekend!



**Paul Barrett, CFA, CIPM**  
Director of Finance/Chief Financial Officer

**Phone** 216-664-6487  
**Web** [clevelandohio.gov](http://clevelandohio.gov)



**From:** Adams, John (CPC) <JAdams5@clevelandohio.gov>

**Sent:** Friday, March 6, 2026 6:28 PM

**To:** Gentile, Jim <JGentile@clevelandohio.gov>; Zayed, Sharena (CPC) <SZayed@clevelandohio.gov>; Barrett, Paul <PBarrett2@clevelandohio.gov>; ccole <ccole@clevelandpolicemonitor.com>; Melody Stewart <mstewart@clevelandpolicemonitor.com>

**Cc:** Griffin, Mark <MGriffin@clevelandohio.gov>

**Subject:** Re: CPC Encumbrance Request

Good evening, Controller Gentile,

EXHIBIT

F

On October 30<sup>th</sup> 2025, I contacted you requesting to encumber the remaining funds from the CPC operations budget for legal representation. I followed up later with Nicole Gallagher and shared the letter of engagement with you, Director Barrett and Law Director Mark Griffin. No one responded to my email request. The CPC received the following correspondence yesterday from Carter Van Fossen in finance.

, I was not able to find that \$75,000 for legal services in the encumbrance or pre-encumbrance report for CPC. Is it possible this money was put in OPS's budget instead? The majority of CPC's budget is in grant-making and salaries/benefits, but we might be able to figure something out if needed."

The CPC still desires to have these funds encumbered for our legal representation. Please advise.

Best regards,

Dr. John Adams  
Commissioner, Cleveland Community Police Commission

---

**From:** Adams, John (CPC)  
**Sent:** Thursday, October 30, 2025 4:51 PM  
**To:** Gentile, Jim <[JGentile@clevelandohio.gov](mailto:JGentile@clevelandohio.gov)>; Zayed, Sharena (CPC) <[SZayed@clevelandohio.gov](mailto:SZayed@clevelandohio.gov)>; Benito, Shandra (CPC) <[SBenito@clevelandohio.gov](mailto:SBenito@clevelandohio.gov)>; Imoh Umosen (CPC) <[IUmosen@clevelandohio.gov](mailto:IUmosen@clevelandohio.gov)>; Barrett, Paul <[PBarrett2@clevelandohio.gov](mailto:PBarrett2@clevelandohio.gov)>; Coleman, Tera (CPC) <[TColeman3@clevelandohio.gov](mailto:TColeman3@clevelandohio.gov)>  
**Cc:** Griffin, Mark <[MGriffin@clevelandohio.gov](mailto:MGriffin@clevelandohio.gov)>  
**Subject:** CPC Encumbrance Request

Dear Controller Gentile,

On August 27, 2025, the CPC passed the following conflict of interest motion. Upon meeting with Director Griffin, our former Interim Executive Director was informed that the Law Department disagreed that a conflict was present and informed us that if we chose to pursue what we have determined as a conflict, the funds would have to come out of the CPC's budget. The CPC would like to pursue this course of action. Therefore, we are requesting an encumbrance of the remaining funds in our operations budget for the purpose of pursuing legal representation identified in the attached motion. Please advise us on next steps.

Best regards,

Dr. John Adams  
Co-Chair, Cleveland Community Police Commission

November 6, 2025

**Via Electronic Mail**

Cleveland Community Police Commission  
Attn: Dr. John Adams, Co-Chair  
3631 Perkins Ave. 4<sup>th</sup> Floor  
Cleveland, Ohio 44114

EXHIBIT

G

*Re: Assistance and Advice with the Production of Records*

Dr. Adams:

Thank you for considering our firm to represent Cleveland Community Police Commission (the “Commission”) regarding the above-referenced matter. Pursuant to our conversation and this firm’s practice, I am writing to set forth the terms of representation.

**1. Nature of Services:** You have asked Flannery | Georgalis, LLC (hereinafter, the “Firm”) to represent the Commission in connection with providing assistance and advice related to the production of records. Subject to the other terms and conditions of this agreement, we agree to represent the Commission in this matter. We will perform all services necessary to reasonably protect the Commission’s interests. We will use our best efforts to obtain the most satisfactory result possible in light of the law and the facts. It is understood that in matters of this kind, results can be neither predicted nor guaranteed.

**2. Fees and Expenses (Standard Hourly):** I will be the primary attorney responsible for handling your representation. Other professionals in our firm will assist on the matter. We agree to bill the Commission at a blended, hourly rate of \$300-\$350 per hour for all professionals who work on this matter.

Rates are subject to change at the discretion of the Firm, to keep track with inflation, market conditions, and the general cost of doing business. You will not receive a separate notice when fees change apart from the regular invoice which will reflect the change. Our fees are reasonably calculated and are consistent with the guidelines contained in the Ohio Rules of Professional Conduct.

**3.** You have agreed to pay for our services based on the time we spend working on the case, including time spent before the signing of this engagement letter. Billable time includes phone calls, internal Firm discussions, and emails.

4. Any additional expenses incurred on your behalf are billed separately on a monthly basis as incurred. Typical expenses may include, but are not limited to, filing fees, transcript costs, reporter service expenses, expert witness fees, travel costs, reproduction costs, delivery charges, investigative expenses, courier services, express mail and outside contractor document reproduction costs, as applicable. Although we will advance most of these costs on your behalf, we may ask you to pay directly any expenses of more than \$100. Both fees and expenses are due regardless of the outcome of the case.

5. **Retainer (Standard):** We agree to waive our customary retainer in this matter.

6. **Protection of Personal and Financial Information.** Cybercriminals pose an increasing and ever-present threat to the safety of your personal and financial information. They may try to trick you with fraudulent email(s), SMS text messages or fake websites, sometimes falsely posing as members of the Firm. In doing so, they may try to obtain information about your accounts or security credentials. While the Firm uses reasonable fraud prevention processes, we are most effective in fighting fraud when you work with us. If you receive a suspicious call, text, or email from someone claiming to be from the Firm, and they request payment or other personal or financial information from you, please hang up or do not respond to the text or email. Immediately contact the primary attorney at the Firm handling your matter to discuss the request. **We do not correspond with clients through social media. We will not ask for your personal identifiers, debit or credit card information, or account numbers other than through secure methods. We also will not use an unencrypted email or text to request or direct you to make immediate payments of invoices or retainers, nor provide you with new banking information for payments or wire transfers. IF YOU RECEIVE SUCH A REQUEST, DO NOT RESPOND OR COMPLY WITH THE REQUEST. PLEASE CONTACT US IMMEDIATELY TO CONFIRM OR DENY THE LEGITIMACY OF THE REQUEST.**

It is our policy and practice that when sensitive information (including payment information) is requested from or transmitted to you, we use a secure encrypted email system which requires you, as the client, to initially create a Zix Portal Account. As a recipient of an encrypted email, you will not be able to view or respond unless you are using the Zix Account. There is no fee for this service, but it does allow us to correspond with you in a secure manner. Account information will only be transmitted by a password protected secure email. The password will be shared with you via separate communication, either verbally or by text to your confirmed mobile phone number. If you have further questions about our security policy, please contact us.

7. **Billing:** We will send the Commission a monthly statement for all fees and expenses incurred in the previous month. The amount reflected on the statement will be payable upon presentation. All statements will show the services rendered, the date rendered, by whom, and the costs for each service. The fees will be billed on an hourly basis in .10 increments. We ask that the Commission review each statement promptly when rendered and bring any questions to our attention within ten (10) days.

Invoices are due and payable upon receipt. We reserve the right to assess interest to any invoice balance not paid within 45 days, at a rate of 1.5% per month. Interest will accrue and be added to the outstanding balance each month until the balance is paid. Interest will not exceed the current prime rate or federal funds rate, as published by the Federal Reserve.

Please note for any electronic payments, including credit card payments, for retainer and monthly invoices, a convenience fee of up to 3% will apply. This fee will be automatically added to the total amount due at the time of payment. We appreciate your prompt attention to these payment terms.

8. **Termination of Engagement:** Subject to general standards of professional responsibility of the legal profession, our firm has the right to terminate our representation of the Commission when such termination is mandated or permitted by applicable rules of professional responsibility, including but not limited to terminating our representation of the Commission if any fees and/or expenses are not timely paid after a statement is rendered or if the Commission fails in any way to cooperate with our representation of the Commission in this matter or assist us as required in that regard.

9. **Post-Termination Recordkeeping; Copies:** Upon the conclusion of this engagement, the Commission's file will be scanned and stored electronically for a period of five (5) years. With limited exceptions for significant originals (e.g. promissory notes, wills, etc.) and other documents selected by me, the paper file will be destroyed. If the Commission wishes to retain some or all of the paper file other than attorney work product, you must make a written request for the return of such within thirty (30) days of the termination of the engagement. If the Commission wishes to retain some or all of the electronic file other than attorney work product, the Commission must make a written request for the return of such within the five-year period following the termination of this engagement. At the Firm's discretion, the Commission may be responsible for any copying or shipping costs incurred for the return of the Commission's physical file to either the Commission or the Commission's new attorney.

10. **Anti-Money Laundering:** You represent and warrant that the source of any payment to the Firm is not and will not be: (i) a person or entity with whom the Firm is prohibited or restricted from doing business with under any "Anti-Terrorism Law" (defined below) or any Anti-Money Laundering statutes, (ii) engaged in any business involved in making or receiving any contribution of funds, goods or services to or for the benefit of such a person or in any transaction that evades or avoids, or has the purpose of evading or avoiding, the prohibitions set forth in any Anti-Terrorism Law or any Anti-Money Laundering statutes, or (iii) otherwise in violation of any Anti-Terrorism Law or Anti-Money Laundering Statutes. "Anti-Terrorism Law" means any laws, regulations, or orders relating to terrorism or money laundering, including but not limited to Executive Order No. 13224, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56, the Foreign Corrupt Practices Act, and the U.S. Treasury Department's, Office of Foreign Assets Control.

**Dr. John Adams**  
**November 6, 2025**  
**Page 4 of 4**

If the Commission accepts the foregoing terms of representation, please indicate the Commission's agreement by signing in the space provided below. We look forward to assisting you and the Commission in this matter.

Very truly yours,



Chris N. Georgalis  
o 216.466.0169  
c 216.374.1890  
chris@flannerygeorgalis.com

**AGREED** this 6 day of November 2025



John Adams (Nov 6, 2025 22:36:49 EST)

---

**Dr. John Adams, Co-Chair of the  
Cleveland Community Police Commission**






# Engagement Letter for Flannery | Georgalis Legal Services

Final Audit Report

2025-11-07

Created:	2025-11-06
By:	Anna Truax (atruax@flannerygeorgalis.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfedRjQv4JHbS7v6vn9U0-73ExYyDMdk8

## "Engagement Letter for Flannery | Georgalis Legal Services" History

-  Document created by Anna Truax (atruax@flannerygeorgalis.com)  
2025-11-06 - 7:51:34 PM GMT
-  Document emailed to John Adams (jadams5@clevelandohio.gov) for signature  
2025-11-06 - 7:51:39 PM GMT
-  Email viewed by John Adams (jadams5@clevelandohio.gov)  
2025-11-06 - 7:52:04 PM GMT
-  Document e-signed by John Adams (jadams5@clevelandohio.gov)  
Signature Date: 2025-11-07 - 3:36:49 AM GMT - Time Source: server
-  Agreement completed.  
2025-11-07 - 3:36:49 AM GMT