

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

CITY OF CALUMET CITY,

Plaintiff,

v.

O DELSON, STERK, MURPHEY,
FRAZIER & McGRATH, LTD.,

Defendant.

Court No.: 2022CH03049

**VERIFIED COMPLAINT FOR DECLARATORY AND
RELATED INJUNCTIVE RELIEF**

NOW COMES the Plaintiff, the CITY OF CALUMET CITY, (“Plaintiff”), by and through its attorneys, Ancel Glink, P.C., and complains against the Defendant, ODELSON, STERK, MURPHEY, FRAZIER & MCGRATH, LTD., (“Defendant”). In support of its complaint, Plaintiff states as follows:

SUMMARY OF THE CASE

1. When Mr. Thaddeus Jones (“Mayor Jones”) became the duly-elected Mayor of Plaintiff in May 2021, Mayor Jones appointed Michael Kasper as the City Attorney and Ancel Glink, P.C. as corporation counsel. Thereafter, Defendant, previous counsel for Plaintiff, continued to act as though it represented Plaintiff and failed and refused, and continues to fail and refuse to return the files of various legal matters to Plaintiff, despite the termination of the attorney-client relationship and Plaintiff’s repeated requests for same. By this complaint, Plaintiff seeks to obtain possession of all legal matter files that are currently in the possession of Defendant, and which are rightfully Plaintiff’s.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this action pursuant to the Illinois Code of Civil Procedure, 735 ILCS 5/11-101 and 102, and 735 ILCS 5/2-701, as well as 735 ILCS 5/209(a)(1), as this case concerns the transaction of business within Illinois.

3. Venue is proper in this judicial district pursuant to 735 ILCS 5/2-101 and 735 ILCS 5/2-103(a), in that the events forming the basis of the instant cause of action occurred within Cook County, Illinois, and both the Plaintiff and the Defendant have their principal offices located within Cook County, Illinois.

PARTIES

4. Plaintiff, the CITY OF CALUMET CITY, is an Illinois municipal corporation operating under the Illinois Municipal Code and located in the City of Calumet City, Cook County, Illinois.

5. Defendant, ODELSON, STERK, MURPHEY, FRAZIER & McGRATH, LTD., is a professional legal corporation or law firm with its principal place of business located in Evergreen Park, Cook County, Illinois.

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

6. The Defendant, the law firm of ODELSON, STERK, MURPHEY, FRAZIER & MCGRATH, LTD., (“Defendant”), was appointed as the City Attorney for Plaintiff in September 2003 by then Mayor Michelle Markiewicz Qualkinbush.

7. As the City Attorney for Plaintiff, an attorney-client relationship existed between Plaintiff and Defendant, and Defendant represented Plaintiff on various legal matters and in many civil lawsuits.

8. Mr. Thaddeus Jones (“Mayor Jones”) became the duly-elected mayor of Plaintiff in May 2021; Mayor Jones was administered the Oath of Office on May 1, 2021.

9. Upon his election, Mayor Jones appointed Michael Kasper as the City Attorney and Ancel Glink, P.C. as corporation counsel. True and correct copies of the Calumet City City Council Special Meeting Minutes of May 1, 2021 and the Calumet City City Council Regular Meeting Minutes of May 13, 2021, reflecting such appointments, are attached hereto as **Exhibits A and B**, respectively.

10. Upon the appointment of Michael Kasper as the City Attorney and Ancel Glink, P.C. as corporation counsel for Plaintiff, the attorney-client relationship as between Plaintiff and Defendant was terminated. 65 ILCS 5/3.1-30-5. *See also, e.g.*, Calumet City Code of Ordinances, Sections 2-31, 2-33, 2-231, 2-237, 2-491, and 2-492; *Walters v. Village of Colfax*, 466 F.Supp.2d 1046, 1052-53, 1055-56 (C.D.Ill. 2006).

11. On or about June 25, 2021, Mayor Jones sent a letter to Defendant informing Defendant that the attorney-client relationship was terminated and that Defendant’s legal services were no longer required effective June 25, 2021. A true and correct copy of Mayor Jones’ June 25, 2021 letter to Defendant is attached hereto as **Exhibit C**.

12. By his June 25, 2021 letter, Mayor Jones requested that Defendant work with City Attorney Michael Kasper to “arrange the transition of any remaining files.” (**Exh. C**).

13. Plaintiff and/or Mayor Jones received no response from Defendant in response to Mayor Jones’ June 25, 2021 letter, as contained in **Exhibit C**.

14. On or about September 28, 2021, Mayor Jones sent another letter to Defendant requesting Defendant to prepare transition reports regarding all legal matters and specifically requested that Defendant “provide the requested transition reports by **October 5, 2021** and

arrange for the transfer of files to the city's corporation counsel, Ancel Glink by **October 12, 2021.**" (emphasis in original). A true and correct copy of Mayor Jones' September 28, 2021 letter to Defendant is attached hereto as **Exhibit D.**

15. Defendant failed to comply with Mayor Jones' requests as delineated in his September 28, 2021 letter, as contained in **Exhibit D.**

16. On October 21, 2021, Defendant contacted the Chief of Police for Plaintiff, Chief Kevin Kolosh, ("Chief Kolosh"), by email regarding the scheduling of his deposition in the case of *Inger Rice v. City of Calumet City*, Case No. 18-L-1074.

17. The October 21, 2021 email from Defendant to Chief Kolosh was forwarded to Mayor Jones.

18. On October 28, 2021, Mayor Jones responded to Defendant's October 21, 2021 email to Chief Kolosh.

19. In his October 28, 2021 email, Mayor Jones again requested that Defendant return the case files for all legal matters. A true and correct copy of the email correspondence of October 21, 2021 and October 28, 2021 is attached hereto as **Exhibit E.**

20. Defendant ignored Mayor Jones' October 28, 2021 email and requests. (**Exh. E**).

21. Further, despite Plaintiff's requests for same, Defendant has failed and refused and continues to fail and refuse to withdraw from representing Plaintiff in various litigation matters.

22. Despite Plaintiff's numerous requests that Defendant return to Plaintiff the physical files pertaining to Plaintiff's legal matters, as delineated above, Defendant has failed and refused and continues to fail and refuse to return the files of various Plaintiff's legal matters to Plaintiff.

COUNT I
DECLARATORY JUDGMENT AND RELATED INJUNCTIVE RELIEF

23. Plaintiff restates and realleges Paragraphs 1 through 22 above as if fully set forth herein.

24. Plaintiff brings this cause of action against Defendant seeking a declaration that, as a matter of law, the attorney-client relationship as between Plaintiff and Defendant was terminated and is no longer in effect, and that Plaintiff has a right to possess its physical case files currently in the possession of Defendant.

25. Further, Plaintiff seeks permanent injunctive relief requiring Defendant to provide Plaintiff with its physical case files for all legal matters relating to Plaintiff and that arose from the attorney-client relationship between Plaintiff and Defendant.

26. Defendant currently has possession of Plaintiff's physical case files for various legal matters involving the Plaintiff.

27. The attorney-client relationship as between Plaintiff and Defendant was terminated on or about May 1, 2021 and May 13, 2021. **(Exhs. A, B)**.

28. Plaintiff has repeatedly demanded that Defendant return its physical case files for various legal matters involving the Plaintiff. **(Exhs. C, D, E)**.

29. Despite Plaintiff's repeated requests for same, Defendant has failed and refused and continues to fail and refuse to return Plaintiff's physical case files for various legal matters to Plaintiff.

30. Pursuant to Illinois Supreme Court Rule of Professional Conduct 1.4(a)(4), "[a] lawyer shall ... promptly comply with reasonable requests for information."

31. Pursuant to Illinois Supreme Court Rule of Professional Conduct 1.16(d), “[u]pon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client’s interests, such as giving reasonable notice to the client, all owing time for employment of other counsel, surrendering papers and property to which the client is entitled and refunding any advance payment of fee or expense that has not been earned or incurred. The lawyer may retain papers relating to the client to the extent permitted by other law.”

32. Because the attorney-client relationship has terminated, Defendant is required to provide to Plaintiff the physical case files for all legal matters involving and related to Plaintiff, which arose out of the attorney-client relationship as between Plaintiff and Defendant.

33. Plaintiff has a real, tangible, and protectible interest in its physical files pertaining to its legal matters, as Plaintiff must have the opportunity to intelligently prosecute or defend all legal matters that pertain to it.

34. Defendant’s actions and conduct is causing irreparable harm to Plaintiff.

35. A real and actual controversy exists between Plaintiff and Defendant as to the termination of the attorney-client relationship as between Plaintiff and Defendant, and Defendant’s unwillingness or inability to comply with such termination.

36. Accordingly, Plaintiff is entitled to a declaratory judgment that, as a matter of law, the attorney-client relationship as between Plaintiff and Defendant was terminated and is no longer in effect, and that Plaintiff has a right to possess the physical case files currently in the possession of Defendant.

37. Plaintiff is being irreparably harmed and will continue to be irreparably harmed by Defendant’s ongoing refusal and failure to provide the physical case files for Plaintiff’s legal matters because Plaintiff is unable to represent itself through its chosen legal counsel and cannot

make well-informed decisions as to procedural and litigation strategy as to the various legal matters without the physical files.

38. This state of affairs is causing irreparable harm to Plaintiff's position and ability to represent its interests in the affected legal matters.

39. Plaintiff has no adequate remedy at law and is seeking a permanent injunction against Defendant requiring it to provide all physical files as related to any and all legal matters related to, pertaining to, or involving Plaintiff, which arose out of the attorney-client relationship.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, the CITY OF CALUMET CITY, respectfully requests that this Court:

A. Enter an order for declaratory judgment that the attorney-client relationship as between Plaintiff and Defendant was terminated and is no longer in effect, as a matter of law, and that Plaintiff has a right to possess the physical files for any and all of Plaintiff's legal matters currently in the possession of Defendant;

B. Order Defendant to immediately provide all physical files for any and all legal matters to Plaintiff, via its current legal counsel, Ancel Glink, P.C., in both paper and digital form, as required by Illinois Supreme Court Rule of Professional Conduct 1.16(d) and Calumet City Code of Ordinances, Section 2-237;

C. Award Plaintiff reasonable attorneys' fees and court costs in connection with bringing this action and obtaining the relief specified herein; and

D. For such other and further relief as this Court deems equitable and just.

Respectfully submitted,

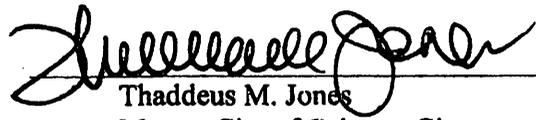
CITY OF CALUMET CITY, Illinois
an Illinois Municipal Corporation

By: /s/ Kathleen M. Kunkle
One of Plaintiff's Attorneys

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VERIFICATION

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



Thaddeus M. Jones
Mayor, City of Calumet City