

Congress of the United States

Washington, DC 20515

April 24, 2025

Mr. Brad S. Karp
Managing Partner
Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019

Re: Paul, Weiss, Rifkind, Wharton & Garrison LLP Agreement with the Trump Administration

Dear Mr. Karp:

We, the undersigned members of Congress, are writing to express our significant concerns regarding recent press reports claiming that your law firm, Paul, Weiss, Rifkind, Wharton & Garrison LLP (“Paul Weiss”), agreed to provide \$40 million in pro bono legal services to causes championed by President Donald Trump in exchange for President Trump revoking an Executive Order targeting Paul Weiss (the “Paul Weiss agreement”). The Paul Weiss agreement is one of a number of deals allegedly struck between major national law firms and the Trump administration. We are sympathetic to the circumstances in which your firm finds itself, with the Administration using coercive and illegal measures to target certain law firms and threaten their ability to represent and retain their clients.

We urge you to disavow the Paul Weiss agreement, as we believe it is clear that continued performance under the Paul Weiss agreement (1) is unenforceable under contracts law; (2) would have enormous negative impacts on the legal system; (3) could potentially expose your firm and its attorneys to civil and criminal liability under state and federal law; and (4) creates potentially irresolvable violations of applicable Rules of Professional Conduct with respect to conflicts of interest and limiting an attorney’s future practice of law.

It is a well settled principle of contracts law that illegal terms are unenforceable, and we believe that the terms of the Paul Weiss agreement may violate several state and federal criminal laws, as described below. We also believe that the agreement may have been formed under the threat of illegal and coercive acts and is therefore unenforceable under the doctrine of duress. Further, the imposition of numerous conflicts of interest between the terms of the agreement and your current and future potential clients raise significant ethical concerns and possible violations of applicable rules of professional responsibility. Given these concerns, your firm has several grounds upon which to disavow and pause the Paul Weiss agreement.

We also urge you to consider the chilling effect that the Paul Weiss agreement may have on the availability of legal services for those clients and matters targeted by the Trump administration. By entering into an agreement that appears to be in response to the threat of illegal economic coercion against your firm from the Trump administration, your firm is not simply agreeing to provide certain pro bono services or end certain personnel hiring and retention practices. Agreements of this kind also signal acquiescence to an abuse of federal power, raising serious questions about how or whether your firm would represent clients or take on matters that might be seen as antagonistic to President Trump or his agenda.

Adversarial representation is the foundation of our legal system, which relies on vigorous and unconstrained representation of both sides to any criminal or civil dispute. We are quite concerned that the cumulative impact of settlements like the Paul Weiss agreement will damage the availability of robust legal representation for clients and matters seen as unpopular with the Trump administration. The reported terms of the Paul Weiss agreement may seriously hinder your firm's ability to zealously advocate for your clients in matters that conflict with the administration's priorities, and thus also pose a threat of disbarment for your attorneys. Given that more agreements have been signed in recent weeks, the impact represents a very concrete and real threat to the rule of law and integrity of the judiciary.

Executive Orders Targeting Law Firms

The March 20th agreement between your firm and President Trump followed a series of memoranda issued by the President targeting major law firms. The first such memorandum was issued on February 25, 2025, and ordered the suspension of security clearances for employees of the law firm Covington & Burling who had assisted former Special Counsel Jack Smith and directed agencies to terminate contracts with the firm.¹

This memorandum was followed by a series of substantially identical Executive Orders—targeting Perkins Coie, Paul Weiss, Jenner & Block, and WilmerHale—that directed different parts of the federal government to carry out a series of much more expansive punitive actions against these firms and the attorneys they employ.² These punitive actions included:

¹ See SUSPENSION OF SECURITY CLEARANCES AND EVALUATION OF GOVERNMENT CONTRACTS, Executive Order from President Donald J. Trump, Feb. 25, 2025, *available at* <https://www.whitehouse.gov/presidential-actions/2025/02/suspension-of-security-clearances-and-evaluation-of-government-contracts/>

² See ADDRESSING RISK FROM PERKINS COIE LLP, Executive Order from President Donald J. Trump, Mar. 6, 2025, *available at* <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-perkins-coie-llp/>; ADDRESSING RISKS FROM PAUL WEISS, Executive Order from President Donald J. Trump, Mar. 14, 2025, *available at* <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-paul-weiss/>; ADDRESSING RISKS FROM JENNER & BLOCK, Executive Order from President Donald J. Trump, Mar. 25, 2025, *available at* <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-jenner-block/>; ADDRESSING RISKS FROM WILMERHALE, Executive Order from President Donald J. Trump, Mar. 27, 2025, *available at*

- The suspension of any active security clearances held by employees of these firms;³
- A directive to require all government contractors to disclose any business they do with the targeted law firm and a separate directive to suspend all government contracts with any contractors doing business with the targeted law firm;⁴
- A directive to identify and terminate any government contracts with the targeted law firm;⁵
- Denying access to all federal government buildings, including the very courthouses where attorneys represent their clients, to employees of the targeted law firms;⁶
- Prohibiting federal employees from engaging with employees of the targeted law firms;⁷ and
- Prohibiting employees of the targeted law firm from being hired by the federal government.⁸

Three of these Executive Orders—the ones targeting Perkins Coie, Jenner & Block, and WilmerHale—have been enjoined by federal district courts.⁹ These Executive Orders have been blasted by outside observers and judges alike as “lawless,” “alarming,” “disturbing,” “clearly

<https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-wilmerhale/>

³ *Ibid.* (“The Attorney General, the Director of National Intelligence, and all other relevant heads of executive departments and agencies shall immediately take steps consistent with applicable law to suspend any active security clearances held by individuals [at the targeted law firm]”).

⁴ *Ibid.* (“Government contracting agencies shall, to the extent permissible by law, require Government contractors to disclose any business they do” with the targeted law firm; “[t]he heads of all agencies shall review all contracts with... entities that disclose doing business with [the targeted law firm]; “[t]o the extent permitted by law, the heads of agencies shall... take appropriate steps to terminate any contract...””).

⁵ *Ibid.* (“The heads of all agencies shall review all contracts with [the targeted law firm]... [t]o the extent permitted by law, the heads of agencies shall... take appropriate steps to terminate any contract, to the maximum extent permitted by applicable law... for which [the targeted law firm] has been hired to perform any service”).

⁶ *Ibid.* (“The heads of all agencies shall, to the extent permitted by law, provide guidance limiting official access from Federal Government buildings to employees of [the targeted law firm] when such access would threaten the national security of or otherwise be inconsistent with the interests of the United States”).

⁷ *Ibid.* (“In addition, the heads of all agencies shall provide guidance limiting Government employees acting in their official capacity from engaging with [employees of the targeted law firm] to ensure consistency with the national security and other interests of the United States”).

⁸ *Ibid.* (“Agency officials shall, to the extent permitted by law, refrain from hiring employees of [the targeted law firm], absent a waiver from the head of the agency, made in consultation with the Director of the Office of Personnel Management, that such hire will not threaten the national security of the United States”).

⁹ See Katie Balevic and John L. Dornan, *Here’s Where All the Firms In The Trump-Big Law Fight Stand*, BUSINESS INSIDER, Mar. 29, 2025, available at <https://www.businessinsider.com/trump-big-law-fight-firms-legal-dilemma-2025-3>

retaliatory,” “a constitutional harm,” and a clear threat to the justice system at large.¹⁰

Law Firm Settlements with President Trump

On March 14, 2025, President Trump issued an Executive Order targeting Paul Weiss, which was substantially similar to the previous Executive Orders he had issued against law firms.¹¹ However, following a meeting between you and President Trump in the Oval Office on March 20, 2025, President Trump issued a new Executive Order revoking his original March 14 Executive Order.¹² This new Executive Order specified that Paul Weiss had “agreed to a remarkable change of course,” which included acknowledging the “wrongdoing” of a former partner at the firm (who had previously led the New York state criminal prosecution of President Trump), a commitment to a “policy of political neutrality,” and “dedicating the equivalent of \$40 million in pro bono legal services during my term in office to support causes including assisting our Nation’s veterans, fairness in the justice system, and combating anti-Semitism; and other similar initiatives.”¹³

In the following weeks, President Trump and various news outlets announced that a number of other law firms—which were not targeted by Executive Orders—had agreed to terms largely similar to those announced in the Paul Weiss agreement with President Trump. The first of these was announced by President Trump in a March 28, 2025 social media post, in which he stated that he and the law firm Skadden, Arps, Slate, Meagher & Flom LLP (“Skadden”) had agreed to a series of actions to be taken by Skadden.¹⁴ According to President Trump, under the terms of this agreement, Skadden would “provide a total of at least \$100 Million Dollars in pro bono Legal Services, during the Trump administration and beyond, to causes that the President and Skadden both support. . . [and a] pro bono Committee will be constituted to ensure that pro bono matters are consistent with the objectives of the program.”¹⁵ While there was no express

¹⁰ See Lauren Toms, *Retired Bay Area Attorney Blasts Agreements Between Law Firms, Trump Administration*, CBS News, Apr. 17, 2025, available at <https://www.cbsnews.com/sanfrancisco/news/kerry-gough-retired-bay-area-attorney-blasts-agreements-law-firms-trump-administration/>; Carrie Johnson, *In Back-to-Back Rulings, Federal Judges Rule Against Trump Orders Targeting Law Firms*, NPR, Mar. 28, 2025, available at <https://www.npr.org/2025/03/28/g-s1-56890/law-firms-sue-trump>

¹¹ ADDRESSING RISKS FROM PAUL WEISS, Executive Order from President Donald J. Trump, Mar. 14, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-paul-weiss/>

¹² ADDRESSING REMEDIAL ACTION BY PAUL WEISS, Executive Order from President Donald J. Trump, Mar. 21, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-remedial-action-by-paul-weiss/>; Michael S. Schmidt, Matthew Goldstein, Jessica Silver-Greenberg, and Ben Protess, *How a Major Democratic Law Firm Ended Up Bowing to Trump*, N.Y. TIMES, Mar. 21, 2025, available at <https://www.nytimes.com/2025/03/21/us/politics/paul-weiss-trump.html>

¹³ ADDRESSING REMEDIAL ACTION BY PAUL WEISS, Executive Order from President Donald J. Trump, Mar. 21, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-remedial-action-by-paul-weiss/>

¹⁴ Donald J. Trump (@realDonaldTrump), Truth Social (Mar. 28, 2025, 1:57pm), <https://truthsocial.com/@realDonaldTrump/posts/114241348699704594>

¹⁵ *Ibid.*

statement to this effect, the agreement between Skadden and President Trump seems to have been struck specifically to cause Trump to refrain from issuing an Executive Order against Skadden similar to the ones he had issued against your firm, Perkins Coie, Jenner & Block, and WilmerHale.

The Skadden agreement was followed by a series of announcements of what appear to be settlements struck by law firms with President Trump that are substantially similar to the Skadden agreement.¹⁶

Potential Issues with Federal and State Law and Professional Conduct Responsibilities

President Trump's Executive Orders targeting law firms have been highly criticized by lawyers around the country, including many at your firm, as a form of coercion meant not only to threaten the actual named law firms, but also to intimidate and threaten other firms that may be considering taking on clients or matters that are seen by the President as adverse to his interests. President Trump has essentially intimated that these agreements are intended to create a chilling effect on litigation against executive actions, stating on April 8th that firms had given him over \$340 million in total commitments for pro bono work, classifying them as "damages" for prior actions taken by the firms.¹⁷ He went on to say:

Have you noticed lots of law firms have been signing up with Trump? [It's] 100 million dollars, another 100 million dollars for the damages they've done. . . [b]ut they give you a hundred million and announce, 'But we have done nothing wrong', and I agree they've done nothing wrong, but what the hell, they give me a lot of money, considering they've done nothing wrong.¹⁸

While we do not know all of the particular facts about the circumstances of the Paul Weiss agreement with President Trump, this agreement on the surface appears to have been struck in order to induce President Trump to revoke the March 14, 2025, Executive Order

¹⁶ These include an April 1 agreement with Willkie Farr for \$100 million in legal services (Jack Queen, Trevor Hunnicutt, & David Thomas, *Doug Emhoff's law firm Willkie Farr & Gallagher reaches deal with Trump*, REUTERS (Apr. 3, 2025), <https://www.reuters.com/world/us/trump-says-he-reached-settlement-deal-with-law-firm-willkie-farr-gallagher-2025-04-01/>); an April 2 agreement with Milbank for \$100 million in legal services (Donald J. Trump (@realDonaldTrump), Truth Social (Apr. 2, 2025, 2:05pm), <https://truthsocial.com/@realDonaldTrump/posts/114269692330126501>); and April 11 agreements between President Trump and Latham for \$125 million in legal services, Simpson for \$125 million in legal services, A&O Shearman for \$125 million in legal services, Kirkland for \$125 million, and Cadwalader for \$100 million in legal services (Chris Opfer and Justin Henry, *Five Major Law Firms Cut \$600 Million Dollar Deals with Trump*, Bloomberg Law (Apr. 12, 2025), <https://news.bloomberglaw.com/business-and-practice/five-major-law-firms-cut-600-million-deals-with-trump-1>).

¹⁷ Abigail Adcox and Amanda O'Brien, *'They Give Me A Lot of Money': Trump Nods to Law Firm Deals in Coal Event*, LAW.COM (Apr. 8, 2025), <https://www.law.com/americanlawyer/2025/04/08/they-give-me-a-lot-of-money-trump-nods-to-law-firm-deals-in-coal-event/>

¹⁸ *Ibid.*

targeting Paul Weiss. If this is the case, Paul Weiss' settlement raises a number of concerns, including potential violations of federal and state statutes, as well as several Rules of Professional Conduct, including the below:

Potential Federal Law Violations

1. **18 U.S.C. § 201(b)(1)**: The Paul Weiss agreement could potentially implicate this federal anti-bribery statute, which prohibits anyone, under threat of both criminal and civil liability, from corruptly offering and promising something of value to public officials with the intent to influence their official acts.
2. **18 U.S.C. § 1951**: The Hobbs Act prohibits obstruction, delay, or affecting commerce by extortion under color of official right. By participating in this arrangement, performance under the Paul Weiss agreement may be argued to constitute the aiding, abetting, and/or conspiracy with officials in the commission of these offenses, as established in precedents such as *United States v. Torcasio*, 959 F.2d 503, 505-506 (4th Cir. 1992); *United States v. Spitler*, 800 F.2d 1267, 1276-79 (4th Cir. 1986); and *United States v. Wright*, 797 F.2d 245 (5th Cir. 1986).
3. **18 U.S.C. §§ 1341/1343, 1346, 1349**: These statutes prohibit schemes to defraud the public of the honest services of public officials using mail and wire communications. The Paul Weiss agreement may be argued to constitute such a scheme involving bribery, as defined by the Supreme Court in *Skilling v. United States*, 561 U.S. 358 (2010).
4. **18 U.S.C. § 1962**: The RICO statute prohibits participation in an enterprise engaged in a pattern of racketeering activity. It may be argued that the Paul Weiss agreement, which involves Paul Weiss, its partners, the President, and other executive officials may constitute an association-in-fact enterprise engaged in predicate offenses including bribery.

Potential State Law Violations

Paul Weiss' headquarters are in New York, with other offices in Washington, D.C., California, and Delaware, as well as several international offices. Paul Weiss' performance under the Paul Weiss agreement may violate New York Penal Law § 200.03, which prohibits offering or agreeing to confer benefits valued over \$5,000 on a public servant with the understanding that such public servant's actions will be influenced thereby. There are presumably comparable laws in the other states in which Paul Weiss has a significant presence.

Potential Ethics Violations

Paul Weiss' actions may also raise numerous issues with the New York and Washington, D.C. Rules of Professional Conduct:

1. **Rules 8.4(b) and 8.4(d)**: These rules prohibit lawyers from engaging in illegal conduct that reflects adversely on their honesty, trustworthiness, or fitness as lawyers, and from engaging in conduct prejudicial to the administration of justice. As discussed *supra*, the Paul Weiss agreement may violate a number of federal and state statutes.
2. **Rule 1.7(a)(2) (Rule 1.7(b)(4) in Washington, D.C.)**: This rule prohibits representation when there is a significant risk that representation will be materially limited by the lawyer's responsibilities to third parties or the lawyer's own interests. By committing to adopt administration hiring policies and provide pro bono services to administration-favored causes to avoid punitive executive action, continued performance under the Paul Weiss agreement may implicate these conflict-of-interest provisions.
3. **Rule 5.6(b)**: This rule prohibits lawyers from "offering or making. . . an agreement in which a restriction on the lawyer's right to practice is part of the settlement of a client controversy." Through its agreement with the administration, Paul Weiss may be viewed as restricting the right of its attorneys to take on certain matters disfavored by the President.

There are presumably comparable rules of professional conduct in other states in which Paul Weiss has a significant presence. Moreover, there are larger issues raised as to how Paul Weiss might zealously represent its clients in matters involving President Trump, his administration, or policies deemed important to him, when Paul Weiss has demonstrated that it can be unduly influenced by the President and his priorities.

Questions for Paul Weiss

To help us better understand the circumstances and details of the Paul Weiss agreement and the broader impacts on our legal system this agreement may create, we kindly ask that you respond to the following questions within 14 days of receipt of this letter.

1. What were the motivations for entering into this agreement, how was an agreement reached, and what specific terms or promises were made?
2. During your meeting with President Trump in the Oval Office, did President Trump make any statements suggesting or promising that he would revoke his March 14, 2025, Executive Order targeting Paul Weiss?
 - a. If so, were such statements induced by or made in response to Paul Weiss making concessions, including the firm's offer to provide \$40 million in pro bono legal services for causes championed by President Trump?
3. During the lead-up to the March 20, 2025, meeting with President Trump in the Oval Office, you and your firm sought potential representation by Bill Burck, the co-managing partner of Quinn Emanuel Urquhart & Sullivan LLP (Quinn Emanuel), against President Trump's Executive Order. Media reporting suggests that it was Mr.

- Burck who helped broker your March 20 meeting, and the potential agreement.¹⁹ Is this accurate?
- a. If so, what potential concessions or promises were exchanged during these overtures? Would there have been a conflict of interest for Quinn Emanuel to represent Paul Weiss, given that Mr. Burck also represents the Trump Organization?
4. The White House, when describing the agreement, stated that you had acknowledged that one of the firm’s former partners, Mr. Mark F. Pomerantz, had engaged in “wrongdoing”. Several years ago, Mr. Pomerantz had attempted to build a case against President Trump while employed with the Manhattan district attorney’s office.²⁰ Is this accurate?
- a. If so, what alleged “wrongdoing” did Mr. Pomerantz engage in per your acknowledgement with President Trump?
5. In a Truth Social post, President Trump stated that Paul Weiss agreed to “not adopt, use, or pursue any DEI.”²¹
- a. How does firm leadership define this commitment, and how was it negotiated?
 - b. What enforcement mechanisms, if any, were agreed to to ensure compliance with this provision?
6. The Skadden agreement with President Trump specified that the pro bono legal services would be provided only to “causes that the President . . . support[s]. . .” Did your agreement with President Trump include a similar provision?
- a. Did you agree to cease representation of clients who might have claims against the government or whose interests are adverse to the President’s?
 - i. If so, what processes or parameters would be implemented to determine which causes are supported by President Trump?
 - ii. Under the terms of this agreement, will Paul Weiss be in regular contact with the President and his staff regarding each pro bono case?
7. The Skadden agreement also called for the creation of a “pro bono Committee. . . to ensure that pro bono matters are consistent with the objectives of the program.” Did the Paul Weiss agreement include a similar provision?
- a. If so, what criteria, if any, were agreed to that would govern the creation, membership and operation of this Committee?
 - b. What criteria, if any, were agreed to that would ensure that pro bono matters taken on under this agreement would satisfy “the objectives of the program?”

¹⁹ Michael M. Schmidt, *Law Firm Bends in face of Trump Demands*, N.Y. TIMES, Mar. 20, 2025, <https://www.nytimes.com/2025/03/20/us/politics/paul-weiss-deal-trump-executive-order-withdrawn.html>; Michael S. Schmidt, Matthew Goldstein, Jessica Silver-Greenberg, and Ben Protess, *How a Major Democratic Law Firm Ended Up Bowing to Trump*, N.Y. TIMES, Mar. 21, 2025, available at <https://www.nytimes.com/2025/03/21/us/politics/paul-weiss-trump.html>

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²¹ Donald J. Trump (@realDonaldTrump), Truth Social (Mar. 20, 2025, 6:10pm), <https://truthsocial.com/@realDonaldTrump/posts/114197044617921519>

- c. To what degree would the President or members of his administration be involved with this Committee and determining whether Paul Weiss was complying with the terms of this agreement?
8. Many outside observers have described Skadden’s agreement as “capitulation” to President Trump’s political agenda of trying to attack law firms whose singular offense is that they represented clients and causes that President Trump views unfavorably.²² Given this dynamic, what prophylactic measures, if any, have your firm put in place to ensure that it can effectively and ethically represent clients in actions involving the Trump administration or private actors supported by the President and his political allies?
9. Outside observers have also stated that these agreements represent a “Sword of Damocles,” with a risk that the administration will again threaten to target firms with Executive Orders if they do not again yield to the President’s demands.²³ What mechanisms, if any, are present in the Paul Weiss agreement to ensure that the administration will not be able to require more from the firm beyond the provisions currently in place?

As members of the United States House of Representatives, we took an oath to uphold the Constitution and laws of the United States. Many of the signatories to this letter are lawyers, and several of us have worked at major law firms. We have deep respect for the long tradition that your firm carries, and we urge you to reconsider your decision— one which we can sympathize with but which we think is a clear mistake— to seemingly capitulate to clear abuse of the law by the Trump administration. We do not wish to prematurely judge or assess guilt. Our aim however, is to gather comprehensive information with respect to the formation and implementation of the Paul Weiss agreement and resulting legal and ethical quandaries. We look forward to your timely response by May 8, 2025.

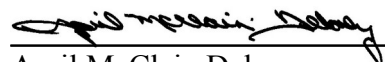
Sincerely,

²² See, e.g., John W. Kecker et al., *Our Law Firm Won’t Cave to Trump. Who Will Join Us?*, N.Y. TIMES, Mar. 30, 2025.

²³ See, e.g. Gregory J. Wallace, *Law firms that settle with Trump have a Sword of Damocles over their heads*, The Hill, 04/08/25 11:30 AM ET.



Dave Min
Member of Congress



April McClain Delaney
Member of Congress



Yassamin Ansari
Member of Congress



Sean Casten
Member of Congress



Rashida Tlaib
Member of Congress



Susie Lee
Member of Congress



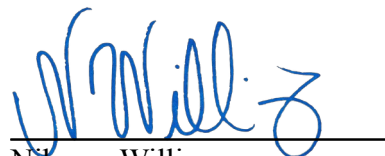
Shri Thanedar
Member of Congress



Nanette Diaz Barragan
Member of Congress



Lloyd Doggett
Member of Congress



Nikema Williams
Member of Congress



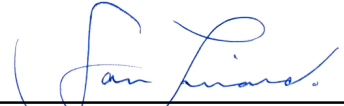
Maxine Dexter
Member of Congress



Henry C. "Hank" Johnson, Jr.
Member of Congress



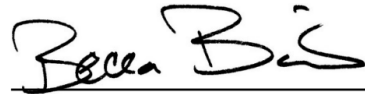
Sylvia R. Garcia
Member of Congress



Sam T. Liccardo
Member of Congress



Frank Pallone, Jr.
Member of Congress



Becca Balint
Member of Congress

Congress of the United States

Washington, DC 20515

April 24, 2025

Mr. Jeremy London
Managing Partner
Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, NY 10001

Re: Skadden, Arps, Slate, Meagher & Flom LLP Agreement with the Trump Administration

Dear Mr. London:

We, the undersigned members of Congress, are writing to express our significant concerns regarding recent press reports claiming that your law firm, Skadden, Arps, Slat, Meagher & Flom LLP (Skadden), agreed to provide \$100 million in pro bono legal services to causes championed by President Donald Trump in exchange for President Trump's refraining from issuing an Executive Order targeting Skadden (the "Skadden agreement"). The Skadden agreement is one of a number of deals allegedly struck between major national law firms and the Trump administration. We are sympathetic to the circumstances in which your firm finds itself, with the Administration using coercive and illegal measures to target certain law firms and threaten their ability to represent and retain their clients.

We urge you to disavow the Skadden agreement, as we believe it is clear that continued performance under the Skadden agreement (1) is unenforceable under contracts law; (2) would have enormous negative impacts on the legal system; (3) could potentially expose your firm and its attorneys to civil and criminal liability under state and federal law; and (4) creates potentially irresolvable violations of applicable Rules of Professional Conduct with respect to conflicts of interest and limiting an attorney's future practice of law.

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This memorandum was followed by a series of substantially identical Executive Orders—targeting Perkins Coie, Paul Weiss, Jenner & Block, and WilmerHale—that directed different parts of the federal government to carry out a series of much more expansive punitive actions against these firms and the attorneys they employ.² These punitive actions included:

¹ See SUSPENSION OF SECURITY CLEARANCES AND EVALUATION OF GOVERNMENT CONTRACTS, Executive Order from President Donald J. Trump, Feb. 25, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/02/suspension-of-security-clearances-and-evaluation-of-government-contracts/>

² See ADDRESSING RISK FROM PERKINS COIE LLP, Executive Order from President Donald J. Trump, Mar. 6, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-perkins-coie-llp/>; ADDRESSING RISKS FROM PAUL WEISS, Executive Order from President Donald J. Trump, Mar. 14, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-paul-weiss/>; ADDRESSING RISKS FROM JENNER & BLOCK, Executive Order from President Donald J. Trump, Mar. 25, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-jenner-block/>; ADDRESSING RISKS FROM WILMERHALE, Executive Order from President Donald J. Trump, Mar. 27, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-wilmerhale/>

- The suspension of any active security clearances held by employees of these firms;³
- A directive to require all government contractors to disclose any business they do with the targeted law firm and a separate directive to suspend all government contracts with any contractors doing business with the targeted law firm;⁴
- A directive to identify and terminate any government contracts with the targeted law firm;⁵
- Denying access to all federal government buildings, including the very courthouses where attorneys represent their clients, to employees of the targeted law firms;⁶
- Prohibiting federal employees from engaging with employees of the targeted law firms;⁷ and
- Prohibiting employees of the targeted law firm from being hired by the federal government.⁸

Three of these Executive Orders—the ones targeting Perkins Coie, Jenner & Block, and WilmerHale—have been enjoined by federal district courts.⁹ These Executive Orders have been blasted by outside observers and judges alike as “lawless,” “alarming,” “disturbing,” “clearly

³ *Ibid.* (“The Attorney General, the Director of National Intelligence, and all other relevant heads of executive departments and agencies shall immediately take steps consistent with applicable law to suspend any active security clearances held by individuals [at the targeted law firm]”).

⁴ *Ibid.* (“Government contracting agencies shall, to the extent permissible by law, require Government contractors to disclose any business they do” with the targeted law firm; “[t]he heads of all agencies shall review all contracts with... entities that disclose doing business with [the targeted law firm]; “[t]o the extent permitted by law, the heads of agencies shall... take appropriate steps to terminate any contract...””).

⁵ *Ibid.* (“The heads of all agencies shall review all contracts with [the targeted law firm]... [t]o the extent permitted by law, the heads of agencies shall... take appropriate steps to terminate any contract, to the maximum extent permitted by applicable law... for which [the targeted law firm] has been hired to perform any service”).

⁶ *Ibid.* (“The heads of all agencies shall, to the extent permitted by law, provide guidance limiting official access from Federal Government buildings to employees of [the targeted law firm] when such access would threaten the national security of or otherwise be inconsistent with the interests of the United States”).

⁷ *Ibid.* (“In addition, the heads of all agencies shall provide guidance limiting Government employees acting in their official capacity from engaging with [employees of the targeted law firm] to ensure consistency with the national security and other interests of the United States”).

⁸ *Ibid.* (“Agency officials shall, to the extent permitted by law, refrain from hiring employees of [the targeted law firm], absent a waiver from the head of the agency, made in consultation with the Director of the Office of Personnel Management, that such hire will not threaten the national security of the United States”).

⁹ See Katie Balevic and John L. Dornan, *Here’s Where All the Firms In The Trump-Big Law Fight Stand*, BUSINESS INSIDER, Mar. 29, 2025, available at <https://www.businessinsider.com/trump-big-law-fight-firms-legal-dilemma-2025-3>

retaliatory,” “a constitutional harm,” and a clear threat to the justice system at large.¹⁰

Law Firm Settlements with President Trump

On March 14, 2025, President Trump issued an Executive Order targeting Paul Weiss, which was substantially similar to the previous Executive Orders he had issued against law firms.¹¹ However, following a meeting between Mr. Brad Karp and President Trump in the Oval Office on March 20, 2025, President Trump issued a new Executive Order revoking his original March 14 Executive Order.¹² This new Executive Order specified that Paul Weiss had “agreed to a remarkable change of course,” which included acknowledging the “wrongdoing” of a former partner at the firm (who had previously led the New York state criminal prosecution of President Trump), a commitment to a “policy of political neutrality,” and “dedicating the equivalent of \$40 million in pro bono legal services during my term in office to support causes including assisting our Nation’s veterans, fairness in the justice system, and combating anti-Semitism; and other similar initiatives.”¹³

In the following weeks, President Trump and various news outlets announced that a number of other law firms—which were not targeted by Executive Orders—had agreed to terms largely similar to those announced in the Paul Weiss agreement with President Trump. The first of these was announced by President Trump in a March 28, 2025 social media post, in which he stated that he and your firm had agreed to a series of actions to be taken by Skadden.¹⁴ According to President Trump, under the terms of this agreement, Skadden will “provide a total of at least \$100 Million Dollars in pro bono Legal Services, during the Trump administration and beyond, to causes that the President and Skadden both support... [and a] pro bono Committee will be constituted to ensure that pro bono matters are consistent with the objectives of the program.”¹⁵ While there was no express statement to this effect, the agreement seems to have been struck

¹⁰ See Lauren Toms, *Retired Bay Area Attorney Blasts Agreements Between Law Firms, Trump Administration*, CBS News, Apr. 17, 2025, available at <https://www.cbsnews.com/sanfrancisco/news/kerry-gough-retired-bay-area-attorney-blasts-agreements-law-firms-trump-administration/>; Carrie Johnson, *In Back-to-Back Rulings, Federal Judges Rule Against Trump Orders Targeting Law Firms*, NPR, Mar. 28, 2025, available at <https://www.npr.org/2025/03/28/g-s1-56890/law-firms-sue-trump>

¹¹ ADDRESSING RISKS FROM PAUL WEISS, Executive Order from President Donald J. Trump, Mar. 14, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-paul-weiss/>

¹² ADDRESSING REMEDIAL ACTION BY PAUL WEISS, Executive Order from President Donald J. Trump, Mar. 21, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-remedial-action-by-paul-weiss/>; Michael S. Schmidt, Matthew Goldstein, Jessica Silver-Greenberg, and Ben Protess, *How a Major Democratic Law Firm Ended Up Bowing to Trump*, N.Y. TIMES, Mar. 21, 2025, available at <https://www.nytimes.com/2025/03/21/us/politics/paul-weiss-trump.html>

¹³ ADDRESSING REMEDIAL ACTION BY PAUL WEISS, Executive Order from President Donald J. Trump, Mar. 21, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-remedial-action-by-paul-weiss/>

¹⁴ Donald J. Trump (@realDonaldTrump), Truth Social (Mar. 28, 2025, 1:57pm), <https://truthsocial.com/@realDonaldTrump/posts/114241348699704594>

¹⁵ *Ibid.*

specifically to cause Trump to refrain from issuing an Executive Order against Skadden similar to the ones he had issued against Paul Weiss, Perkins Coie, Jenner & Block, and WilmerHale.

The Skadden agreement has been followed by a series of announcements of what appear to be settlements struck by other law firms with President Trump that are substantially similar to the Skadden agreement.¹⁶ Kirkland & Ellis agreed to provide \$125 million pro bono services for causes championed by President Trump and to make agreed changes to their diversity, equity, and inclusion (DEI) policies.¹⁷ Wilkie Farr & Gallagher LLP (Wilkie Farr) has allegedly made a similar agreement to provide \$100 million in pro bono services and end DEI hiring policies.¹⁸ The White House has also made deals with Milbank LLP, Allen Overy Shearman Sterling LLP, and others.¹⁹

None of these firms, including yours, were specifically targeted by an Executive Order from President Trump, and these agreements appear to have been struck with the goal of inducing President Trump to refrain from issuing any such Executive Order.

Potential Issues with Federal and State Law and Professional Conduct Responsibilities

President Trump's Executive Orders targeting law firms have been highly criticized by lawyers around the country, including many at your firm, as a form of coercion meant not only to threaten the actual named law firms, but also to intimidate and threaten other firms that may be considering taking on clients or matters that are seen by the President as adverse to his interests. President Trump has essentially intimated that these agreements are intended to create a chilling effect on litigation against executive actions, stating on April 8th that firms had given him over \$340 million in total commitments for pro bono work, classifying them as "damages" for prior actions taken by the firms.²⁰ He went on to say:

¹⁶ These include an April 1 agreement with Willkie Farr for \$100 million in legal services (Jack Queen, Trevor Hunnicutt, & David Thomas, *Doug Emhoff's law firm Willkie Farr & Gallagher reaches deal with Trump*, REUTERS (Apr. 3, 2025), <https://www.reuters.com/world/us/trump-says-he-reached-settlement-deal-with-law-firm-willkie-farr-gallagher-2025-04-01/>); an April 2 agreement with Milbank for \$100 million in legal services (Donald J. Trump (@realDonaldTrump), Truth Social (Apr. 2, 2025, 2:05pm), <https://truthsocial.com/@realDonaldTrump/posts/114269692330126501>); and April 11 agreements between President Trump and Latham for \$125 million in legal services, Simpson for \$125 million in legal services, A&O Shearman for \$125 million in legal services, Kirkland for \$125 million, and Cadwalader for \$100 million in legal services (Chris Opfer and Justin Henry, *Five Major Law Firms Cut \$600 Million Dollar Deals with Trump*, Bloomberg Law (Apr. 12, 2025), <https://news.bloomberglaw.com/business-and-practice/five-major-law-firms-cut-600-million-deals-with-trump-1>).

¹⁷ Donald J. Trump (@realDonaldTrump), Truth Social (Apr. 11, 2025, 12:21pm), <https://x.com/TrumpDailyPosts/status/1910736651539661259>

¹⁸ Jack Queen, Trevor Hunnicutt, & David Thomas, *Doug Emhoff's law firm Willkie Farr & Gallagher reaches deal with Trump*, REUTERS (Apr. 3, 2025), <https://www.reuters.com/world/us/trump-says-he-reached-settlement-deal-with-law-firm-willkie-farr-gallagher-2025-04-01/>

¹⁹ See, Michael S. Schmidt *et al.*, *Law Firms Made Deals With Trump. Now He Wants More From Them.*, N.Y. TIMES, Apr. 16, 2025.

²⁰ Abigail Adcox and Amanda O'Brien, *'They Give Me A Lot of Money': Trump Nods to Law Firm Deals in Coal Event*, LAW.COM (Apr. 8, 2025), <https://www.law.com/americanlawyer/2025/04/08/they-give-me-a-lot-of-money->

Have you noticed lots of law firms have been signing up with Trump? [It's] 100 million dollars, another 100 million dollars for the damages they've done. . . [b]ut they give you a hundred million and announce, 'But we have done nothing wrong', and I agree they've done nothing wrong, but what the hell, they give me a lot of money, considering they've done nothing wrong.²¹

While we do not know all of the particular facts about the circumstances of the Skadden agreement with President Trump, this agreement on the surface appears to have been struck in order to appease President Trump so that he would not issue an Executive Order targeting Skadden. If this is the case, Skadden's settlement raises a number of concerns, including potential violations of federal and state statutes, as well as several Rules of Professional Conduct, including the below:

Potential Federal Law Violations

1. **18 U.S.C. § 201(b)(1)**: The Skadden agreement could potentially implicate this federal anti-bribery statute, which prohibits anyone, under threat of both criminal and civil liability, from corruptly offering and promising something of value to public officials with the intent to influence their official acts.
2. **18 U.S.C. § 1951**: The Hobbs Act prohibits obstruction, delay, or affecting commerce by extortion under color of official right. By participating in this arrangement, performance under the Skadden agreement may be argued to constitute the aiding, abetting, and/or conspiracy with officials in the commission of these offenses, as established in precedents such as *United States v. Torcasio*, 959 F.2d 503, 505-506 (4th Cir. 1992); *United States v. Spitler*, 800 F.2d 1267, 1276-79 (4th Cir. 1986); and *United States v. Wright*, 797 F.2d 245 (5th Cir. 1986).
3. **18 U.S.C. §§ 1341/1343, 1346, 1349**: These statutes prohibit schemes to defraud the public of the honest services of public officials using mail and wire communications. The Skadden agreement may be argued to constitute such a scheme involving bribery, as defined by the Supreme Court in *Skilling v. United States*, 561 U.S. 358 (2010).
4. **18 U.S.C. § 1962**: The RICO statute prohibits participation in an enterprise engaged in a pattern of racketeering activity. It may be argued that the Skadden agreement, which involves Skadden, its partners, the President, and other executive officials may constitute an association-in-fact enterprise engaged in predicate offenses including bribery.

Potential State Law Violations

trump-nods-to-law-firm-deals-in-coal-event/

²¹ *Ibid.*

Skadden has a significant presence in New York City, with other offices in Washington, D.C. and Illinois, as well as several international offices. Skadden's performance under the Skadden agreement may violate New York Penal Law § 200.03, which prohibits offering or agreeing to confer benefits valued over \$5,000 on a public servant with the understanding that such public servant's actions will be influenced thereby. There are presumably comparable laws in the other states in which Skadden has a significant presence.

Potential Ethics Violations

Skadden's actions may also raise numerous issues with the New York and Washington, D.C. Rules of Professional Conduct:

1. **Rules 8.4(b) and 8.4(d)**: These rules prohibit lawyers from engaging in illegal conduct that reflects adversely on their honesty, trustworthiness, or fitness as lawyers, and from engaging in conduct prejudicial to the administration of justice. As discussed *supra*, the Skadden agreement may violate a number of federal and state statutes.
2. **Rule 1.7(a)(2) (Rule 1.7(b)(4) in Washington, D.C.)**: This rule prohibits representation when there is a significant risk that representation will be materially limited by the lawyer's responsibilities to third parties or the lawyer's own interests. By committing to adopt administration hiring policies and provide pro bono services to administration-favored causes to avoid punitive executive action, continued performance under the Skadden agreement may implicate these conflict-of-interest provisions.
3. **Rule 5.6(b)**: This rule prohibits lawyers from "offering or making. . . an agreement in which a restriction on the lawyer's right to practice is part of the settlement of a client controversy." Through its agreement with the administration, Skadden may be viewed as restricting the right of its attorneys to take on certain matters disfavored by the President.

There are presumably comparable rules of professional conduct in other states in which Skadden has a significant presence. Moreover, there are larger issues raised as to how Skadden might zealously represent its clients in matters involving President Trump, his administration, or policies deemed important to him, when Skadden has demonstrated that it can be unduly influenced by the President and his priorities.

Questions for Skadden

To help us better understand the circumstances and details of the Skadden agreement and the broader impacts on our legal system this agreement may create, we kindly ask that you respond to the following questions within 14 days of receipt of this letter.

1. What were the motivations for entering into this agreement, how was an agreement reached, and what specific terms or promises were made?
2. In a Truth Social post, President Trump stated that Skadden agreed to “not engage in illegal DEI discrimination and preferences.”²²
 - a. How does firm leadership define this commitment, and how was it negotiated?
 - b. What enforcement mechanisms, if any, were agreed to to ensure compliance with this provision?
3. The Skadden agreement with President Trump specified that the pro bono legal services would be provided only to “causes that the President . . . support[s]. . .”
 - a. Did you agree to cease representation of clients who might have claims against the government or whose interests are adverse to the President’s?
 - i. If so, what processes or parameters would be implemented to determine which causes are supported by President Trump?
 - ii. Under the terms of this agreement, will Skadden be in regular contact with the President and his staff regarding each pro bono case?
4. The Skadden agreement also called for the creation of a “pro bono Committee. . . to ensure that pro bono matters are consistent with the objectives of the program.”
 - a. What criteria, if any, were agreed to that would govern the creation, membership and operation of this Committee?
 - b. What criteria, if any, were agreed to that would ensure that pro bono matters taken on under this agreement would satisfy “the objectives of the program?”
 - c. To what degree would the President or members of his administration be involved with this Committee and determining whether Skadden was complying with the terms of this agreement?
5. Many outside observers have described Skadden’s agreement as “capitulation” to President Trump’s political agenda of trying to attack law firms whose singular offense is that they represented clients and causes that President Trump views unfavorably.²³ Given this dynamic, what prophylactic measures, if any, have your firm put in place to ensure that it can effectively and ethically represent clients in actions involving the Trump administration or private actors supported by the President and his political allies?
6. Outside observers have also stated that these agreements represent a “Sword of Damocles,” with a risk that the administration will again threaten to target firms with Executive Orders if they do not again yield to the President’s demands.²⁴ What mechanisms, if any, are present in the Skadden agreement to ensure that the administration will not be able to require more from the firm beyond the provisions

²² Donald J. Trump (@realDonaldTrump), Truth Social (Mar. 28, 2025, 1:57pm), <https://truthsocial.com/@realDonaldTrump/posts/114241348699704594>

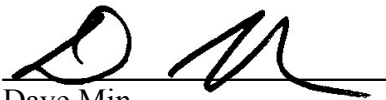
²³ See, e.g., John W. Kecker et al., *Our Law Firm Won’t Cave to Trump. Who Will Join Us?*, N.Y. TIMES, Mar. 30, 2025.

²⁴ See, e.g. Gregory J. Wallace, *Law firms that settle with Trump have a Sword of Damocles over their heads*, The Hill, 04/08/25 11:30 AM ET.

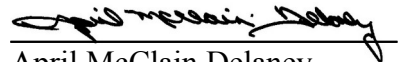
currently in place?

As members of the United States House of Representatives, we took an oath to uphold the Constitution and laws of the United States. Many of the signatories to this letter are lawyers, and several of us have worked at major law firms. We have deep respect for the long tradition that your firm carries, and we urge you to reconsider your decision— one which we can sympathize with but which we think is a clear mistake— to seemingly capitulate to clear abuse of the law by the Trump administration. We do not wish to prematurely judge or assess guilt. Our aim however, is to gather comprehensive information with respect to the formation and implementation of the Skadden agreement and resulting legal and ethical quandaries. We look forward to your timely response by May 8, 2025.

Sincerely,



Dave Min
Member of Congress



April McClain Delaney
Member of Congress



Yassamin Ansari
Member of Congress



Sean Casten
Member of Congress



Rashida Tlaib
Member of Congress



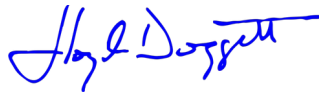
Susie Lee
Member of Congress



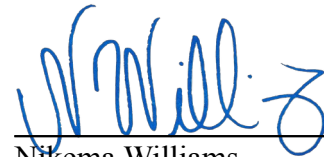
Shri Thanedar
Member of Congress



Nanette Diaz Barragan
Member of Congress



Lloyd Doggett
Member of Congress



Nikema Williams
Member of Congress



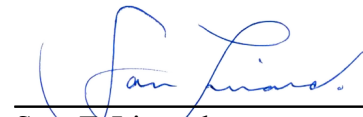
Maxine Dexter
Member of Congress



Henry C. "Hank" Johnson, Jr.
Member of Congress



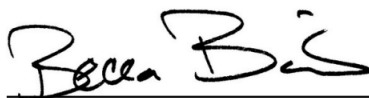
Sylvia R. Garcia
Member of Congress



Sam T. Liccardo
Member of Congress



Frank Pallone, Jr.
Member of Congress



Becca Balint
Member of Congress

Congress of the United States

Washington, DC 20515

April 24, 2025

Mr. Thomas M. Cerabino
Chairman
Willkie Farr & Gallagher LLP
787 Avenue of the Americas
New York, NY 10019

Re: Willkie Farr & Gallagher LLP Agreement with the Trump Administration

Dear Mr. Cerabino:

We, the undersigned members of Congress, are writing to express our significant concerns regarding recent press reports claiming that your law firm, Willkie Farr & Gallagher LLP (Willkie Farr), agreed to provide \$100 million in pro bono legal services to causes championed by President Donald Trump in exchange for President Trump's refraining from issuing an Executive Order targeting Willkie Farr (the "Willkie Farr agreement"). The Willkie Farr agreement is one of a number of deals allegedly struck between major national law firms and the Trump administration. We are sympathetic to the circumstances in which your firm finds itself, with the Administration using coercive and illegal measures to target certain law firms and threaten their ability to represent and retain their clients.

We urge you to disavow the Willkie Farr agreement, as we believe it is clear that continued performance under the Willkie Farr agreement (1) is unenforceable under contracts law; (2) would have enormous negative impacts on the legal system; (3) could potentially expose your firm and its attorneys to civil and criminal liability under state and federal law; and (4) creates potentially irresolvable violations of applicable Rules of Professional Conduct with respect to conflicts of interest and limiting an attorney's future practice of law.

It is a well settled principle of contracts law that illegal terms are unenforceable, and we believe that the terms of the Willkie Farr agreement may violate several state and federal criminal laws, as described below. We also believe that the agreement may have been formed under the threat of illegal and coercive acts and is therefore unenforceable under the doctrine of duress. Further, the imposition of numerous conflicts of interest between the terms of the agreement and your current and future potential clients raise significant ethical concerns and possible violations of applicable rules of professional responsibility. Given these concerns, your firm has several grounds upon which to disavow and pause the Willkie Farr agreement.

We also urge you to consider the chilling effect that the Willkie Farr agreement may have on the availability of legal services for those clients and matters targeted by the Trump administration. By entering into an agreement that appears to be in response to the threat of illegal economic coercion against your firm from the Trump administration, your firm is not simply agreeing to provide certain pro bono services or end certain personnel hiring and retention practices. Agreements of this kind also signal acquiescence to an abuse of federal power, raising serious questions about how or whether your firm would represent clients or take on matters that might be seen as antagonistic to President Trump or his agenda.

Adversarial representation is the foundation of our legal system, which relies on vigorous and unconstrained representation of both sides to any criminal or civil dispute. We are quite concerned that the cumulative impact of settlements like the Willkie Farr agreement will damage the availability of robust legal representation for clients and matters seen as unpopular with the Trump administration. The reported terms of the Willkie Farr agreement may seriously hinder your firm's ability to zealously advocate for your clients in matters that conflict with the administration's priorities, and thus also pose a threat of disbarment for your attorneys. Given that more agreements have been signed in recent weeks, the impact represents a very concrete and real threat to the rule of law and integrity of the judiciary.

Executive Orders Targeting Law Firms

The April 1st agreement between your firm and President Trump followed a series of memoranda issued by the President targeting major law firms. The first such memorandum was issued on February 25, 2025, and ordered the suspension of security clearances for employees of the law firm Covington & Burling who had assisted former Special Counsel Jack Smith and directed agencies to terminate contracts with the firm.¹

This memorandum was followed by a series of substantially identical Executive Orders—targeting Perkins Coie, Paul Weiss, Jenner & Block, and WilmerHale—that directed different parts of the federal government to carry out a series of much more expansive punitive actions against these firms and the attorneys they employ.² These punitive actions included:

¹ See SUSPENSION OF SECURITY CLEARANCES AND EVALUATION OF GOVERNMENT CONTRACTS, Executive Order from President Donald J. Trump, Feb. 25, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/02/suspension-of-security-clearances-and-evaluation-of-government-contracts/>

² See ADDRESSING RISK FROM PERKINS COIE LLP, Executive Order from President Donald J. Trump, Mar. 6, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-perkins-coie-llp/>; ADDRESSING RISKS FROM PAUL WEISS, Executive Order from President Donald J. Trump, Mar. 14, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-paul-weiss/>; ADDRESSING RISKS FROM JENNER & BLOCK, Executive Order from President Donald J. Trump, Mar. 25, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-jenner-block/>; ADDRESSING RISKS FROM WILMERHALE, Executive Order from President Donald J. Trump, Mar. 27, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-wilmerhale/>

- The suspension of any active security clearances held by employees of these firms;³
- A directive to require all government contractors to disclose any business they do with the targeted law firm and a separate directive to suspend all government contracts with any contractors doing business with the targeted law firm;⁴
- A directive to identify and terminate any government contracts with the targeted law firm;⁵
- Denying access to all federal government buildings, including the very courthouses where attorneys represent their clients, to employees of the targeted law firms;⁶
- Prohibiting federal employees from engaging with employees of the targeted law firms;⁷ and
- Prohibiting employees of the targeted law firm from being hired by the federal government.⁸

Three of these Executive Orders—the ones targeting Perkins Coie, Jenner & Block, and WilmerHale—have been enjoined by federal district courts.⁹ These Executive Orders have been blasted by outside observers and judges alike as “lawless,” “alarming,” “disturbing,” “clearly

³ *Ibid.* (“The Attorney General, the Director of National Intelligence, and all other relevant heads of executive departments and agencies shall immediately take steps consistent with applicable law to suspend any active security clearances held by individuals [at the targeted law firm]”).

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⁸ *Ibid.* (“Agency officials shall, to the extent permitted by law, refrain from hiring employees of [the targeted law firm], absent a waiver from the head of the agency, made in consultation with the Director of the Office of Personnel Management, that such hire will not threaten the national security of the United States”).

⁹ See Katie Balevic and John L. Dornan, *Here’s Where All the Firms In The Trump-Big Law Fight Stand*, BUSINESS INSIDER, Mar. 29, 2025, available at <https://www.businessinsider.com/trump-big-law-fight-firms-legal-dilemma-2025-3>

retaliatory,” “a constitutional harm,” and a clear threat to the justice system at large.¹⁰

Law Firm Settlements with President Trump

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¹⁰ See Lauren Toms, *Retired Bay Area Attorney Blasts Agreements Between Law Firms, Trump Administration*, CBS News, Apr. 17, 2025, available at <https://www.cbsnews.com/sanfrancisco/news/kerry-gough-retired-bay-area-attorney-blasts-agreements-law-firms-trump-administration/>; Carrie Johnson, *In Back-to-Back Rulings, Federal Judges Rule Against Trump Orders Targeting Law Firms*, NPR, Mar. 28, 2025, available at <https://www.npr.org/2025/03/28/g-s1-56890/law-firms-sue-trump>

¹¹ ADDRESSING RISKS FROM PAUL WEISS, Executive Order from President Donald J. Trump, Mar. 14, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-paul-weiss/>

¹² ADDRESSING REMEDIAL ACTION BY PAUL WEISS, Executive Order from President Donald J. Trump, Mar. 21, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-remedial-action-by-paul-weiss/>; Michael S. Schmidt, Matthew Goldstein, Jessica Silver-Greenberg, and Ben Protess, *How a Major Democratic Law Firm Ended Up Bowing to Trump*, N.Y. TIMES, Mar. 21, 2025, available at <https://www.nytimes.com/2025/03/21/us/politics/paul-weiss-trump.html>

¹³ ADDRESSING REMEDIAL ACTION BY PAUL WEISS, Executive Order from President Donald J. Trump, Mar. 21, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-remedial-action-by-paul-weiss/>

¹⁴ Donald J. Trump (@realDonaldTrump), Truth Social (Mar. 28, 2025, 1:57pm), <https://truthsocial.com/@realDonaldTrump/posts/114241348699704594>

¹⁵ *Ibid.*

statement to this effect, the agreement between Skadden and President Trump seems to have been struck specifically to cause Trump to refrain from issuing an Executive Order against Skadden similar to the ones he had issued against Paul Weiss, Perkins Coie, Jenner & Block, and WilmerHale.

The Skadden agreement was followed by a series of announcements of what appear to be settlements struck by law firms with President Trump that are substantially similar to the Skadden agreement.¹⁶ One of these agreements was with your firm, which agreed to settle on terms substantially equivalent to the Skadden agreement.¹⁷ Willkie Farr agreed to provide \$100 million pro bono services for causes championed by President Trump and to make agreed changes to your diversity, equity, and inclusion policies.¹⁸

As with Skadden, none of these firms, including yours, were specifically targeted by an Executive Order from President Trump, and these agreements appear to have been struck with the goal of inducing President Trump to refrain from issuing any such Executive Order.

Potential Issues with Federal and State Law and Professional Conduct Responsibilities

President Trump's Executive Orders targeting law firms have been highly criticized by lawyers around the country, including many at your firm, as a form of coercion meant not only to threaten the actual named law firms, but also to intimidate and threaten other firms that may be considering taking on clients or matters that are seen by the President as adverse to his interests. President Trump has essentially intimated that these agreements are intended to create a chilling effect on litigation against executive actions, stating on April 8th that firms had given him over \$340 million in total commitments for pro bono work, classifying them as "damages" for prior actions taken by the firms.¹⁹ He went on to say:

¹⁶ These include an April 1 agreement with Willkie Farr for \$100 million in legal services (Jack Queen, Trevor Hunnicutt, & David Thomas, *Doug Emhoff's law firm Willkie Farr & Gallagher reaches deal with Trump*, REUTERS (Apr. 3, 2025), <https://www.reuters.com/world/us/trump-says-he-reached-settlement-deal-with-law-firm-willkie-farr-gallagher-2025-04-01/>); an April 2 agreement with Milbank for \$100 million in legal services (Donald J. Trump (@realDonaldTrump), Truth Social (Apr. 2, 2025, 2:05pm), <https://truthsocial.com/@realDonaldTrump/posts/114269692330126501>); and April 11 agreements between President Trump and Latham for \$125 million in legal services, Simpson for \$125 million in legal services, A&O Shearman for \$125 million in legal services, Kirkland for \$125 million, and Cadwalader for \$100 million in legal services (Chris Opfer and Justin Henry, *Five Major Law Firms Cut \$600 Million Dollar Deals with Trump*, Bloomberg Law (Apr. 12, 2025), <https://news.bloomberglaw.com/business-and-practice/five-major-law-firms-cut-600-million-deals-with-trump-1>).

¹⁷ *Ibid.*

¹⁸ Donald J. Trump (@realDonaldTrump), Truth Social (Apr. 1, 2025, 4:47pm), <https://truthsocial.com/@realDonaldTrump/posts/11426466777137553>

¹⁹ Abigail Adcox and Amanda O'Brien, *'They Give Me A Lot of Money': Trump Nods to Law Firm Deals in Coal Event*, LAW.COM (Apr. 8, 2025), <https://www.law.com/americanlawyer/2025/04/08/they-give-me-a-lot-of-money-trump-nods-to-law-firm-deals-in-coal-event/>

Have you noticed lots of law firms have been signing up with Trump? [It's] 100 million dollars, another 100 million dollars for the damages they've done. . . [b]ut they give you a hundred million and announce, 'But we have done nothing wrong', and I agree they've done nothing wrong, but what the hell, they give me a lot of money, considering they've done nothing wrong.²⁰

While we do not know all of the particular facts about the circumstances of the Willkie Farr agreement with President Trump, this agreement on the surface appears to have been struck in order to appease President Trump so that he would not issue an Executive Order targeting Willkie Farr. If this is the case, Willkie Farr's settlement raises a number of concerns, including potential violations of federal and state statutes, as well as several Rules of Professional Conduct, including the below:

Potential Federal Law Violations

1. **18 U.S.C. § 201(b)(1)**: The Willkie Farr agreement could potentially implicate this federal anti-bribery statute, which prohibits anyone, under threat of both criminal and civil liability, from corruptly offering and promising something of value to public officials with the intent to influence their official acts.
2. **18 U.S.C. § 1951**: The Hobbs Act prohibits obstruction, delay, or affecting commerce by extortion under color of official right. By participating in this arrangement, performance under the Willkie Farr agreement may be argued to constitute the aiding, abetting, and/or conspiracy with officials in the commission of these offenses, as established in precedents such as *United States v. Torcasio*, 959 F.2d 503, 505-506 (4th Cir. 1992); *United States v. Spitler*, 800 F.2d 1267, 1276-79 (4th Cir. 1986); and *United States v. Wright*, 797 F.2d 245 (5th Cir. 1986).
3. **18 U.S.C. §§ 1341/1343, 1346, 1349**: These statutes prohibit schemes to defraud the public of the honest services of public officials using mail and wire communications. The Willkie Farr agreement may be argued to constitute such a scheme involving bribery, as defined by the Supreme Court in *Skilling v. United States*, 561 U.S. 358 (2010).
4. **18 U.S.C. § 1962**: The RICO statute prohibits participation in an enterprise engaged in a pattern of racketeering activity. It may be argued that the Willkie Farr agreement, which involves Willkie Farr, its partners, the President, and other executive officials may constitute an association-in-fact enterprise engaged in predicate offenses including bribery.

Potential State Law Violations

Willkie Farr has a significant presence in New York City, with other offices in Washington, D.C. and Illinois, as well as several international offices. Willkie Farr's

²⁰ *Ibid.*

performance under the Willkie Farr agreement may violate New York Penal Law § 200.03, which prohibits offering or agreeing to confer benefits valued over \$5,000 on a public servant with the understanding that such public servant's actions will be influenced thereby. There are presumably comparable laws in the other states in which Willkie Farr has a significant presence.

Potential Ethics Violations

Willkie Farr's actions may also raise numerous issues with the New York and Washington, D.C. Rules of Professional Conduct:

1. **Rules 8.4(b) and 8.4(d)**: These rules prohibit lawyers from engaging in illegal conduct that reflects adversely on their honesty, trustworthiness, or fitness as lawyers, and from engaging in conduct prejudicial to the administration of justice. As discussed *supra*, the Willkie Farr agreement may violate a number of federal and state statutes.
2. **Rule 1.7(a)(2) (Rule 1.7(b)(4) in Washington, D.C.)**: This rule prohibits representation when there is a significant risk that representation will be materially limited by the lawyer's responsibilities to third parties or the lawyer's own interests. By committing to adopt administration hiring policies and provide pro bono services to administration-favored causes to avoid punitive executive action, continued performance under the Willkie Farr agreement may implicate these conflict-of-interest provisions.
3. **Rule 5.6(b)**: This rule prohibits lawyers from "offering or making. . . an agreement in which a restriction on the lawyer's right to practice is part of the settlement of a client controversy." Through its agreement with the administration, Willkie Farr may be viewed as restricting the right of its attorneys to take on certain matters disfavored by the President.

There are presumably comparable rules of professional conduct in other states in which Willkie Farr has a significant presence. Moreover, there are larger issues raised as to how Willkie Farr might zealously represent its clients in matters involving President Trump, his administration, or policies deemed important to him, when Willkie Farr has demonstrated that it can be unduly influenced by the President and his priorities.

Questions for Willkie Farr

To help us better understand the circumstances and details of the Willkie Farr agreement and the broader impacts on our legal system this agreement may create, we kindly ask that you respond to the following questions within 14 days of receipt of this letter.

1. What were the motivations for entering into this agreement, how was an agreement reached, and what specific terms or promises were made?

2. In a Truth Social post, President Trump stated that Willkie Farr agreed to “not engage in illegal DEI discrimination and preferences.”²¹
 - a. How does firm leadership define this commitment, and how was it negotiated?
 - b. What enforcement mechanisms, if any, were agreed to to ensure compliance with this provision?
3. The Skadden agreement with President Trump specified that the pro bono legal services would be provided only to “causes that the President . . . support[s]. . .” Did your agreement with President Trump include a similar provision?
 - a. Did you agree to cease representation of clients who might have claims against the government or whose interests are adverse to the President’s?
 - i. If so, what processes or parameters would be implemented to determine which causes are supported by President Trump?
 - ii. Under the terms of this agreement, will Willkie Farr be in regular contact with the President and his staff regarding each pro bono case?
4. The Skadden agreement also called for the creation of a “pro bono Committee. . . to ensure that pro bono matters are consistent with the objectives of the program.” Did the Willkie Farr agreement include a similar provision?
 - a. If so, what criteria, if any, were agreed to that would govern the creation, membership and operation of this Committee?
 - b. What criteria, if any, were agreed to that would ensure that pro bono matters taken on under this agreement would satisfy “the objectives of the program?”
 - c. To what degree would the President or members of his administration be involved with this Committee and determining whether Willkie Farr was complying with the terms of this agreement?
5. Many outside observers have described Skadden’s agreement as “capitulation” to President Trump’s political agenda of trying to attack law firms whose singular offense is that they represented clients and causes that President Trump views unfavorably.²² Given this dynamic, what prophylactic measures, if any, have your firm put in place to ensure that it can effectively and ethically represent clients in actions involving the Trump administration or private actors supported by the President and his political allies?
6. Outside observers have also stated that these agreements represent a “Sword of Damocles,” with a risk that the administration will again threaten to target firms with Executive Orders if they do not again yield to the President’s demands.²³ What mechanisms, if any, are present in the Willkie Farr agreement to ensure that the

²¹ Donald J. Trump (@realDonaldTrump), Truth Social (Apr. 1, 2025, 4:47pm), <https://truthsocial.com/@realDonaldTrump/posts/11426466777137553>

²² See, e.g., John W. Kecker et al., *Our Law Firm Won’t Cave to Trump. Who Will Join Us?*, N.Y. TIMES, Mar. 30, 2025.

²³ See, e.g. Gregory J. Wallace, *Law firms that settle with Trump have a Sword of Damocles over their heads*, The Hill, 04/08/25 11:30 AM ET.

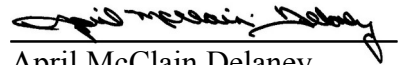
administration will not be able to require more from the firm beyond the provisions currently in place?

As members of the United States House of Representatives, we took an oath to uphold the Constitution and laws of the United States. Many of the signatories to this letter are lawyers, and several of us have worked at major law firms. We have deep respect for the long tradition that your firm carries, and we urge you to reconsider your decision— one which we can sympathize with but which we think is a clear mistake— to seemingly capitulate to clear abuse of the law by the Trump administration. We do not wish to prematurely judge or assess guilt. Our aim however, is to gather comprehensive information with respect to the formation and implementation of the Willkie Farr agreement and resulting legal and ethical quandaries. We look forward to your timely response by May 8, 2025.

Sincerely,



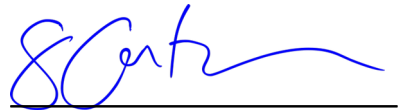
Dave Min
Member of Congress



April McClain Delaney
Member of Congress



Yassamin Ansari
Member of Congress



Sean Casten
Member of Congress



Rashida Tlaib
Member of Congress



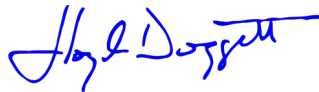
Susie Lee
Member of Congress



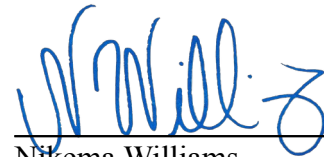
Shri Thanedar
Member of Congress



Nanette Diaz Barragan
Member of Congress



Lloyd Doggett
Member of Congress




Nikema Williams
Member of Congress



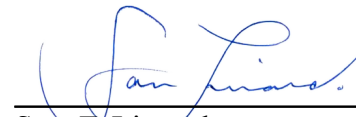
Maxine Dexter
Member of Congress



Henry C. "Hank" Johnson, Jr.
Member of Congress



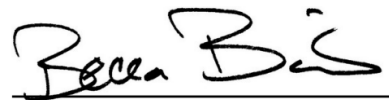
Sylvia R. Garcia
Member of Congress



Sam T. Liccardo
Member of Congress



Frank Pallone, Jr.
Member of Congress



Becca Balint
Member of Congress

Congress of the United States

Washington, DC 20515

April 24, 2025

Mr. Scott A. Edelman
Chairman
Milbank LLP
55 Hudson Yards
New York, NY 10001

Re: Milbank LLP Agreement with the Trump Administration

Dear Mr. Edelman:

We, the undersigned members of Congress, are writing to express our significant concerns regarding recent press reports claiming that your law firm, Milbank LLP (Milbank), agreed to provide \$100 million in pro bono legal services to causes championed by President Donald Trump in exchange for President Trump's refraining from issuing an Executive Order targeting Milbank (the "Milbank agreement"). The Milbank agreement is one of a number of deals allegedly struck between major national law firms and the Trump administration. We are sympathetic to the circumstances in which your firm finds itself, with the Administration using coercive and illegal measures to target certain law firms and threaten their ability to represent and retain their clients.

We urge you to disavow the Milbank agreement, as we believe it is clear that continued performance under the Milbank agreement (1) is unenforceable under contracts law; (2) would have enormous negative impacts on the legal system; (3) could potentially expose your firm and its attorneys to civil and criminal liability under state and federal law; and (4) creates potentially irresolvable violations of applicable Rules of Professional Conduct with respect to conflicts of interest and limiting an attorney's future practice of law.

It is a well settled principle of contracts law that illegal terms are unenforceable, and we believe that the terms of the Milbank agreement may violate several state and federal criminal laws, as described below. We also believe that the agreement may have been formed under the threat of illegal and coercive acts and is therefore unenforceable under the doctrine of duress. Further, the imposition of numerous conflicts of interest between the terms of the agreement and your current and future potential clients raise significant ethical concerns and possible violations of applicable rules of professional responsibility. Given these concerns, your firm has several grounds upon which to disavow and pause the Milbank agreement.

We also urge you to consider the chilling effect that the Milbank agreement may have on the availability of legal services for those clients and matters targeted by the Trump administration. By entering into an agreement that appears to be in response to the threat of illegal economic coercion against your firm from the Trump administration, your firm is not simply agreeing to provide certain pro bono services or end certain personnel hiring and retention practices. Agreements of this kind also signal acquiescence to an abuse of federal power, raising serious questions about how or whether your firm would represent clients or take on matters that might be seen as antagonistic to President Trump or his agenda.

Adversarial representation is the foundation of our legal system, which relies on vigorous and unconstrained representation of both sides to any criminal or civil dispute. We are quite concerned that the cumulative impact of settlements like the Milbank agreement will damage the availability of robust legal representation for clients and matters seen as unpopular with the Trump administration. The reported terms of the Milbank agreement may seriously hinder your firm's ability to zealously advocate for your clients in matters that conflict with the administration's priorities, and thus also pose a threat of disbarment for your attorneys. Given that more agreements have been signed in recent weeks, the impact represents a very concrete and real threat to the rule of law and integrity of the judiciary.

Executive Orders Targeting Law Firms

The April 2nd agreement between your firm and President Trump followed a series of memoranda issued by the President targeting major law firms. The first such memorandum was issued on February 25, 2025, and ordered the suspension of security clearances for employees of the law firm Covington & Burling who had assisted former Special Counsel Jack Smith and directed agencies to terminate contracts with the firm.¹

This memorandum was followed by a series of substantially identical Executive Orders—targeting Perkins Coie, Paul Weiss, Jenner & Block, and WilmerHale—that directed different parts of the federal government to carry out a series of much more expansive punitive actions against these firms and the attorneys they employ.² These punitive actions included:

¹ See SUSPENSION OF SECURITY CLEARANCES AND EVALUATION OF GOVERNMENT CONTRACTS, Executive Order from President Donald J. Trump, Feb. 25, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/02/suspension-of-security-clearances-and-evaluation-of-government-contracts/>

² See ADDRESSING RISK FROM PERKINS COIE LLP, Executive Order from President Donald J. Trump, Mar. 6, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-perkins-coie-llp/>; ADDRESSING RISKS FROM PAUL WEISS, Executive Order from President Donald J. Trump, Mar. 14, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-paul-weiss/>; ADDRESSING RISKS FROM JENNER & BLOCK, Executive Order from President Donald J. Trump, Mar. 25, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-jenner-block/>; ADDRESSING RISKS FROM WILMERHALE, Executive Order from President Donald J. Trump, Mar. 27, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-wilmerhale/>

- The suspension of any active security clearances held by employees of these firms;³
- A directive to require all government contractors to disclose any business they do with the targeted law firm and a separate directive to suspend all government contracts with any contractors doing business with the targeted law firm;⁴
- A directive to identify and terminate any government contracts with the targeted law firm;⁵
- Denying access to all federal government buildings, including the very courthouses where attorneys represent their clients, to employees of the targeted law firms;⁶
- Prohibiting federal employees from engaging with employees of the targeted law firms;⁷ and
- Prohibiting employees of the targeted law firm from being hired by the federal government.⁸

Three of these Executive Orders—the ones targeting Perkins Coie, Jenner & Block, and WilmerHale—have been enjoined by federal district courts.⁹ These Executive Orders have been blasted by outside observers and judges alike as “lawless,” “alarming,” “disturbing,” “clearly

³ *Ibid.* (“The Attorney General, the Director of National Intelligence, and all other relevant heads of executive departments and agencies shall immediately take steps consistent with applicable law to suspend any active security clearances held by individuals [at the targeted law firm]”).

⁴ *Ibid.* (“Government contracting agencies shall, to the extent permissible by law, require Government contractors to disclose any business they do” with the targeted law firm; “[t]he heads of all agencies shall review all contracts with... entities that disclose doing business with [the targeted law firm]; “[t]o the extent permitted by law, the heads of agencies shall... take appropriate steps to terminate any contract...””).

⁵ *Ibid.* (“The heads of all agencies shall review all contracts with [the targeted law firm]... [t]o the extent permitted by law, the heads of agencies shall... take appropriate steps to terminate any contract, to the maximum extent permitted by applicable law... for which [the targeted law firm] has been hired to perform any service”).

⁶ *Ibid.* (“The heads of all agencies shall, to the extent permitted by law, provide guidance limiting official access from Federal Government buildings to employees of [the targeted law firm] when such access would threaten the national security of or otherwise be inconsistent with the interests of the United States”).

⁷ *Ibid.* (“In addition, the heads of all agencies shall provide guidance limiting Government employees acting in their official capacity from engaging with [employees of the targeted law firm] to ensure consistency with the national security and other interests of the United States”).

⁸ *Ibid.* (“Agency officials shall, to the extent permitted by law, refrain from hiring employees of [the targeted law firm], absent a waiver from the head of the agency, made in consultation with the Director of the Office of Personnel Management, that such hire will not threaten the national security of the United States”).

⁹ See Katie Balevic and John L. Dornan, *Here’s Where All the Firms In The Trump-Big Law Fight Stand*, BUSINESS INSIDER, Mar. 29, 2025, available at <https://www.businessinsider.com/trump-big-law-fight-firms-legal-dilemma-2025-3>

retaliatory,” “a constitutional harm,” and a clear threat to the justice system at large.¹⁰

Law Firm Settlements with President Trump

On March 14, 2025, President Trump issued an Executive Order targeting Paul Weiss, which was substantially similar to the previous Executive Orders he had issued against law firms.¹¹ However, following a meeting between Mr. Brad Karp and President Trump in the Oval Office on March 20, 2025, President Trump issued a new Executive Order revoking his original March 14 Executive Order.¹² This new Executive Order specified that Paul Weiss had “agreed to a remarkable change of course,” which included acknowledging the “wrongdoing” of a former partner at the firm (who had previously led the New York state criminal prosecution of President Trump), a commitment to a “policy of political neutrality,” and “dedicating the equivalent of \$40 million in pro bono legal services during my term in office to support causes including assisting our Nation’s veterans, fairness in the justice system, and combating anti-Semitism; and other similar initiatives.”¹³

In the following weeks, President Trump and various news outlets announced that a number of other law firms—which were not targeted by Executive Orders—had agreed to terms largely similar to those announced in the Paul Weiss agreement with President Trump. The first of these was announced by President Trump in a March 28, 2025 social media post, in which he stated that he and the law firm Skadden, Arps, Slate, Meagher & Flom LLP (“Skadden”) had agreed to a series of actions to be taken by Skadden.¹⁴ According to President Trump, under the terms of this agreement, Skadden would “provide a total of at least \$100 Million Dollars in pro bono Legal Services, during the Trump administration and beyond, to causes that the President and Skadden both support. . . [and a] pro bono Committee will be constituted to ensure that pro bono matters are consistent with the objectives of the program.”¹⁵ While there was no express

¹⁰ See Lauren Toms, *Retired Bay Area Attorney Blasts Agreements Between Law Firms, Trump Administration*, CBS News, Apr. 17, 2025, available at <https://www.cbsnews.com/sanfrancisco/news/kerry-gough-retired-bay-area-attorney-blasts-agreements-law-firms-trump-administration/>; Carrie Johnson, *In Back-to-Back Rulings, Federal Judges Rule Against Trump Orders Targeting Law Firms*, NPR, Mar. 28, 2025, available at <https://www.npr.org/2025/03/28/g-s1-56890/law-firms-sue-trump>

¹¹ ADDRESSING RISKS FROM PAUL WEISS, Executive Order from President Donald J. Trump, Mar. 14, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-paul-weiss/>

¹² ADDRESSING REMEDIAL ACTION BY PAUL WEISS, Executive Order from President Donald J. Trump, Mar. 21, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-remedial-action-by-paul-weiss/>; Michael S. Schmidt, Matthew Goldstein, Jessica Silver-Greenberg, and Ben Protess, *How a Major Democratic Law Firm Ended Up Bowing to Trump*, N.Y. TIMES, Mar. 21, 2025, available at <https://www.nytimes.com/2025/03/21/us/politics/paul-weiss-trump.html>

¹³ ADDRESSING REMEDIAL ACTION BY PAUL WEISS, Executive Order from President Donald J. Trump, Mar. 21, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-remedial-action-by-paul-weiss/>

¹⁴ Donald J. Trump (@realDonaldTrump), Truth Social (Mar. 28, 2025, 1:57pm), <https://truthsocial.com/@realDonaldTrump/posts/114241348699704594>

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As with Skadden, none of these firms, including yours, were specifically targeted by an Executive Order from President Trump, and these agreements appear to have been struck with the goal of inducing President Trump to refrain from issuing any such Executive Order.

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¹⁶ These include an April 1 agreement with Willkie Farr for \$100 million in legal services (Jack Queen, Trevor Hunnicutt, & David Thomas, *Doug Emhoff's law firm Willkie Farr & Gallagher reaches deal with Trump*, REUTERS (Apr. 3, 2025), <https://www.reuters.com/world/us/trump-says-he-reached-settlement-deal-with-law-firm-willkie-farr-gallagher-2025-04-01/>); an April 2 agreement with Milbank for \$100 million in legal services (Donald J. Trump (@realDonaldTrump), Truth Social (Apr. 2, 2025, 2:05pm), <https://truthsocial.com/@realDonaldTrump/posts/114269692330126501>); and April 11 agreements between President Trump and Latham for \$125 million in legal services, Simpson for \$125 million in legal services, A&O Shearman for \$125 million in legal services, Kirkland for \$125 million, and Cadwalader for \$100 million in legal services (Chris Opfer and Justin Henry, *Five Major Law Firms Cut \$600 Million Dollar Deals with Trump*, Bloomberg Law (Apr. 12, 2025), <https://news.bloomberglaw.com/business-and-practice/five-major-law-firms-cut-600-million-deals-with-trump-1>).

¹⁷ *Ibid.*

¹⁸ Donald J. Trump (@realDonaldTrump), Truth Social (Apr. 2, 2025, 2:05pm), <https://truthsocial.com/@realDonaldTrump/posts/114269692330126501>

¹⁹ Abigail Adcox and Amanda O'Brien, *'They Give Me A Lot of Money': Trump Nods to Law Firm Deals in Coal Event*, LAW.COM (Apr. 8, 2025), <https://www.law.com/americanlawyer/2025/04/08/they-give-me-a-lot-of-money-trump-nods-to-law-firm-deals-in-coal-event/>

Have you noticed lots of law firms have been signing up with Trump? [It's] 100 million dollars, another 100 million dollars for the damages they've done. . . [b]ut they give you a hundred million and announce, 'But we have done nothing wrong', and I agree they've done nothing wrong, but what the hell, they give me a lot of money, considering they've done nothing wrong.²⁰

While we do not know all of the particular facts about the circumstances of the Milbank agreement with President Trump, this agreement on the surface appears to have been struck in order to appease President Trump so that he would not issue an Executive Order targeting Milbank. If this is the case, Milbank's settlement raises a number of concerns, including potential violations of federal and state statutes, as well as several Rules of Professional Conduct, including the below:

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1. **18 U.S.C. § 201(b)(1)**: The Milbank agreement could potentially implicate this federal anti-bribery statute, which prohibits anyone, under threat of both criminal and civil liability, from corruptly offering and promising something of value to public officials with the intent to influence their official acts.
2. **18 U.S.C. § 1951**: The Hobbs Act prohibits obstruction, delay, or affecting commerce by extortion under color of official right. By participating in this arrangement, performance under the Milbank agreement may be argued to constitute the aiding, abetting, and/or conspiracy with officials in the commission of these offenses, as established in precedents such as *United States v. Torcasio*, 959 F.2d 503, 505-506 (4th Cir. 1992); *United States v. Spitler*, 800 F.2d 1267, 1276-79 (4th Cir. 1986); and *United States v. Wright*, 797 F.2d 245 (5th Cir. 1986).
3. **18 U.S.C. §§ 1341/1343, 1346, 1349**: These statutes prohibit schemes to defraud the public of the honest services of public officials using mail and wire communications. The Milbank agreement may be argued to constitute such a scheme involving bribery, as defined by the Supreme Court in *Skilling v. United States*, 561 U.S. 358 (2010).
4. **18 U.S.C. § 1962**: The RICO statute prohibits participation in an enterprise engaged in a pattern of racketeering activity. It may be argued that the Milbank agreement, which involves Milbank, its partners, the President, and other executive officials may constitute an association-in-fact enterprise engaged in predicate offenses including bribery.

Potential State Law Violations

Milbank has a significant presence in New York City, with other offices in Washington, D.C., as well as several international offices. Milbank's performance under the Milbank agreement may violate New York Penal Law § 200.03, which prohibits offering or agreeing to

²⁰ *Ibid.*

confer benefits valued over \$5,000 on a public servant with the understanding that such public servant's actions will be influenced thereby. There are presumably comparable laws in the other states in which Milbank has a significant presence.

Potential Ethics Violations

Milbank's actions may also raise numerous issues with the New York and Washington, D.C. Rules of Professional Conduct:

1. **Rules 8.4(b) and 8.4(d)**: These rules prohibit lawyers from engaging in illegal conduct that reflects adversely on their honesty, trustworthiness, or fitness as lawyers, and from engaging in conduct prejudicial to the administration of justice. As discussed *supra*, the Milbank agreement may violate a number of federal and state statutes.
2. **Rule 1.7(a)(2) (Rule 1.7(b)(4) in Washington, D.C.)**: This rule prohibits representation when there is a significant risk that representation will be materially limited by the lawyer's responsibilities to third parties or the lawyer's own interests. By committing to adopt administration hiring policies and provide pro bono services to administration-favored causes to avoid punitive executive action, continued performance under the Milbank agreement may implicate these conflict-of-interest provisions.
3. **Rule 5.6(b)**: This rule prohibits lawyers from "offering or making. . . an agreement in which a restriction on the lawyer's right to practice is part of the settlement of a client controversy." Through its agreement with the administration, Milbank may be viewed as restricting the right of its attorneys to take on certain matters disfavored by the President.

There are presumably comparable rules of professional conduct in other states in which Milbank has a significant presence. Moreover, there are larger issues raised as to how Milbank might zealously represent its clients in matters involving President Trump, his administration, or policies deemed important to him, when Milbank has demonstrated that it can be unduly influenced by the President and his priorities.

Questions for Milbank

To help us better understand the circumstances and details of the Milbank agreement and the broader impacts on our legal system this agreement may create, we kindly ask that you respond to the following questions within 14 days of receipt of this letter.

1. What were the motivations for entering into this agreement, how was an agreement reached, and what specific terms or promises were made?

2. In a Truth Social post, President Trump stated that Milbank agreed to “not engage in illegal DEI discrimination and preferences.”²¹
 - a. How does firm leadership define this commitment, and how was it negotiated?
 - b. What enforcement mechanisms, if any, were agreed to to ensure compliance with this provision?
3. The Skadden agreement with President Trump specified that the pro bono legal services would be provided only to “causes that the President . . . support[s]. . .” Did your agreement with President Trump include a similar provision?
 - a. Did you agree to cease representation of clients who might have claims against the government or whose interests are adverse to the President’s?
 - i. If so, what processes or parameters would be implemented to determine which causes are supported by President Trump?
 - ii. Under the terms of this agreement, will Milbank be in regular contact with the President and his staff regarding each pro bono case?
4. The Skadden agreement also called for the creation of a “pro bono Committee. . . to ensure that pro bono matters are consistent with the objectives of the program.” Did the Milbank agreement include a similar provision?
 - a. If so, what criteria, if any, were agreed to that would govern the creation, membership and operation of this Committee?
 - b. What criteria, if any, were agreed to that would ensure that pro bono matters taken on under this agreement would satisfy “the objectives of the program?”
 - c. To what degree would the President or members of his administration be involved with this Committee and determining whether Milbank was complying with the terms of this agreement?
5. Many outside observers have described Skadden’s agreement as “capitulation” to President Trump’s political agenda of trying to attack law firms whose singular offense is that they represented clients and causes that President Trump views unfavorably.²² Given this dynamic, what prophylactic measures, if any, have your firm put in place to ensure that it can effectively and ethically represent clients in actions involving the Trump administration or private actors supported by the President and his political allies?
6. Outside observers have also stated that these agreements represent a “Sword of Damocles,” with a risk that the administration will again threaten to target firms with Executive Orders if they do not again yield to the President’s demands.²³ What mechanisms, if any, are present in the Milbank agreement to ensure that the

²¹ Donald J. Trump (@realDonaldTrump), Truth Social (Apr. 2, 2025, 2:05pm), <https://truthsocial.com/@realDonaldTrump/posts/114269692330126501>

²² See, e.g., John W. Kecker et al., *Our Law Firm Won’t Cave to Trump. Who Will Join Us?*, N.Y. TIMES, Mar. 30, 2025.

²³ See, e.g. Gregory J. Wallace, *Law firms that settle with Trump have a Sword of Damocles over their heads*, The Hill, 04/08/25 11:30 AM ET.

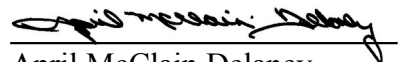
administration will not be able to require more from the firm beyond the provisions currently in place?

As members of the United States House of Representatives, we took an oath to uphold the Constitution and laws of the United States. Many of the signatories to this letter are lawyers, and several of us have worked at major law firms. We have deep respect for the long tradition that your firm carries, and we urge you to reconsider your decision— one which we can sympathize with but which we think is a clear mistake— to seemingly capitulate to clear abuse of the law by the Trump administration. We do not wish to prematurely judge or assess guilt. Our aim however, is to gather comprehensive information with respect to the formation and implementation of the Milbank agreement and resulting legal and ethical quandaries. We look forward to your timely response by May 8, 2025.

Sincerely,



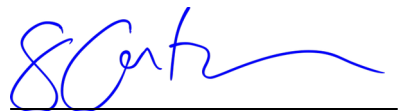
Dave Min
Member of Congress



April McClain Delaney
Member of Congress



Yassamin Ansari
Member of Congress



Sean Casten
Member of Congress



Rashida Tlaib
Member of Congress



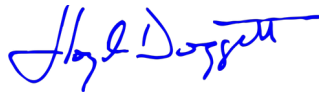
Susie Lee
Member of Congress



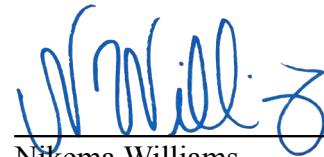
Shri Thanedar
Member of Congress



Nanette Diaz Barragán
Member of Congress




Lloyd Doggett
Member of Congress



Nikema Williams
Member of Congress



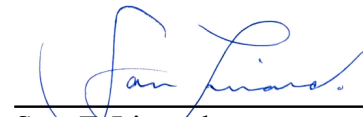
Maxine Dexter
Member of Congress



Henry C. "Hank" Johnson, Jr.
Member of Congress



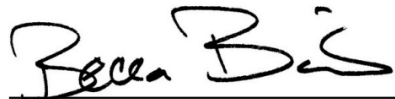
Sylvia R. Garcia
Member of Congress



Sam T. Liccardo
Member of Congress



Frank Pallone, Jr.
Member of Congress



Becca Balint
Member of Congress

Congress of the United States

Washington, DC 20515

April 24, 2025

Mr. Khalid Garousha
Global Senior Partner
Allen Overy Shearman Sterling LLP
599 Lexington Avenue,
New York, NY 10022

Re: Allen Overy Shearman Sterling LLP Agreement with the Trump Administration

Dear Mr. Garousha:

We, the undersigned members of Congress, are writing to express our significant concerns regarding recent press reports claiming that your law firm, Allen Overy Shearman Sterling LLP (“AO Shearman”), agreed to provide \$125 million in pro bono legal services to causes championed by President Donald Trump in exchange for President Trump’s refraining from issuing an Executive Order targeting AO Shearman (the “AO Shearman agreement”). The AO Shearman agreement is one of a number of deals allegedly struck between major national law firms and the Trump administration. We are sympathetic to the circumstances in which your firm finds itself, with the Administration using coercive and illegal measures to target certain law firms and threaten their ability to represent and retain their clients.

We urge you to disavow the AO Shearman agreement, as we believe it is clear that continued performance under the AO Shearman agreement (1) is unenforceable under contracts law; (2) would have enormous negative impacts on the legal system; (3) could potentially expose your firm and its attorneys to civil and criminal liability under state and federal law; and (4) creates potentially irresolvable violations of applicable Rules of Professional Conduct with respect to conflicts of interest and limiting an attorney’s future practice of law.

It is a well settled principle of contracts law that illegal terms are unenforceable, and we believe that the terms of the AO Shearman agreement may violate several state and federal criminal laws, as described below. We also believe that the agreement may have been formed under the threat of illegal and coercive acts and is therefore unenforceable under the doctrine of duress. Further, the imposition of numerous conflicts of interest between the terms of the agreement and your current and future potential clients raise significant ethical concerns and possible violations of applicable rules of professional responsibility. Given these concerns, your firm has several grounds upon which to disavow and pause the AO Shearman agreement.

We also urge you to consider the chilling effect that the AO Shearman agreement may have on the availability of legal services for those clients and matters targeted by the Trump administration. By entering into an agreement that appears to be in response to the threat of illegal economic coercion against your firm from the Trump administration, your firm is not simply agreeing to provide certain pro bono services or end certain personnel hiring and retention practices. Agreements of this kind also signal acquiescence to an abuse of federal power, raising serious questions about how or whether your firm would represent clients or take on matters that might be seen as antagonistic to President Trump or his agenda.

Adversarial representation is the foundation of our legal system, which relies on vigorous and unconstrained representation of both sides to any criminal or civil dispute. We are quite concerned that the cumulative impact of settlements like the AO Shearman agreement will damage the availability of robust legal representation for clients and matters seen as unpopular with the Trump administration. The reported terms of the AO Shearman agreement may seriously hinder your firm's ability to zealously advocate for your clients in matters that conflict with the administration's priorities, and thus also pose a threat of disbarment for your attorneys. Given that more agreements have been signed in recent weeks, the impact represents a very concrete and real threat to the rule of law and integrity of the judiciary.

Executive Orders Targeting Law Firms

The April 11th agreement between your firm and President Trump followed a series of memoranda issued by the President targeting major law firms. The first such memorandum was issued on February 25, 2025, and ordered the suspension of security clearances for employees of the law firm Covington & Burling who had assisted former Special Counsel Jack Smith and directed agencies to terminate contracts with the firm.¹

This memorandum was followed by a series of substantially identical Executive Orders—targeting Perkins Coie, Paul Weiss, Jenner & Block, and WilmerHale—that directed different parts of the federal government to carry out a series of much more expansive punitive actions against these firms and the attorneys they employ.² These punitive actions included:

- The suspension of any active security clearances held by employees of these firms;³

¹ See SUSPENSION OF SECURITY CLEARANCES AND EVALUATION OF GOVERNMENT CONTRACTS, Executive Order from President Donald J. Trump, Feb. 25, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/02/suspension-of-security-clearances-and-evaluation-of-government-contracts/>

² See ADDRESSING RISK FROM PERKINS COIE LLP, Executive Order from President Donald J. Trump, Mar. 6, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-perkins-coie-llp/>; ADDRESSING RISKS FROM PAUL WEISS, Executive Order from President Donald J. Trump, Mar. 14, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-paul-weiss/>; ADDRESSING RISKS FROM JENNER & BLOCK, Executive Order from President Donald J. Trump, Mar. 25, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-jenner-block/>; ADDRESSING RISKS FROM WILMERHALE, Executive Order from President Donald J. Trump, Mar. 27, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-wilmerhale/>

- A directive to require all government contractors to disclose any business they do with the targeted law firm and a separate directive to suspend all government contracts with any contractors doing business with the targeted law firm;⁴
- A directive to identify and terminate any government contracts with the targeted law firm;⁵
- Denying access to all federal government buildings, including the very courthouses where attorneys represent their clients, to employees of the targeted law firms;⁶
- Prohibiting federal employees from engaging with employees of the targeted law firms;⁷ and
- Prohibiting employees of the targeted law firm from being hired by the federal government.⁸

Three of these Executive Orders—the ones targeting Perkins Coie, Jenner & Block, and WilmerHale—have been enjoined by federal district courts.⁹ These Executive Orders have been blasted by outside observers and judges alike as “lawless,” “alarming,” “disturbing,” “clearly retaliatory,” “a constitutional harm,” and a clear threat to the justice system at large.¹⁰

Law Firm Settlements with President Trump

On March 14, 2025, President Trump issued an Executive Order targeting Paul Weiss, which was substantially similar to the previous Executive Orders he had issued against law

³ *Ibid.* (“The Attorney General, the Director of National Intelligence, and all other relevant heads of executive departments and agencies shall immediately take steps consistent with applicable law to suspend any active security clearances held by individuals [at the targeted law firm]”).

⁴ *Ibid.* (“Government contracting agencies shall, to the extent permissible by law, require Government contractors to disclose any business they do” with the targeted law firm; “[t]he heads of all agencies shall review all contracts with... entities that disclose doing business with [the targeted law firm]; “[t]o the extent permitted by law, the heads of agencies shall... take appropriate steps to terminate any contract...”).

⁵ *Ibid.* (“The heads of all agencies shall review all contracts with [the targeted law firm]... [t]o the extent permitted by law, the heads of agencies shall... take appropriate steps to terminate any contract, to the maximum extent permitted by applicable law... for which [the targeted law firm] has been hired to perform any service”).

⁶ *Ibid.* (“The heads of all agencies shall, to the extent permitted by law, provide guidance limiting official access from Federal Government buildings to employees of [the targeted law firm] when such access would threaten the national security of or otherwise be inconsistent with the interests of the United States”).

⁷ *Ibid.* (“In addition, the heads of all agencies shall provide guidance limiting Government employees acting in their official capacity from engaging with [employees of the targeted law firm] to ensure consistency with the national security and other interests of the United States”).

⁸ *Ibid.* (“Agency officials shall, to the extent permitted by law, refrain from hiring employees of [the targeted law firm], absent a waiver from the head of the agency, made in consultation with the Director of the Office of Personnel Management, that such hire will not threaten the national security of the United States”).

⁹ See Katie Balevic and John L. Dornan, *Here’s Where All the Firms In The Trump-Big Law Fight Stand*, BUSINESS INSIDER, Mar. 29, 2025, available at <https://www.businessinsider.com/trump-big-law-fight-firms-legal-dilemma-2025-3>

¹⁰ See Lauren Toms, *Retired Bay Area Attorney Blasts Agreements Between Law Firms, Trump Administration*, CBS News, Apr. 17, 2025, available at <https://www.cbsnews.com/sanfrancisco/news/kerry-gough-retired-bay-area-attorney-blasts-agreements-law-firms-trump-administration/>; Carrie Johnson, *In Back-to-Back Rulings, Federal Judges Rule Against Trump Orders Targeting Law Firms*, NPR, Mar. 28, 2025, available at <https://www.npr.org/2025/03/28/g-s1-56890/law-firms-sue-trump>

firms.¹¹ However, following a meeting between Mr. Brad Karp and President Trump in the Oval Office on March 20, 2025, President Trump issued a new Executive Order revoking his original March 14 Executive Order.¹² This new Executive Order specified that Paul Weiss had “agreed to a remarkable change of course,” which included acknowledging the “wrongdoing” of a former partner at the firm (who had previously led the New York state criminal prosecution of President Trump), a commitment to a “policy of political neutrality,” and “dedicating the equivalent of \$40 million in pro bono legal services during my term in office to support causes including assisting our Nation’s veterans, fairness in the justice system, and combating anti-Semitism; and other similar initiatives.”¹³

In the following weeks, President Trump and various news outlets announced that a number of other law firms—which were not targeted by Executive Orders—had agreed to terms largely similar to those announced in the Paul Weiss agreement with President Trump. The first of these was announced by President Trump in a March 28, 2025 social media post, in which he stated that he and the law firm Skadden, Arps, Slate, Meagher & Flom LLP (“Skadden”) had agreed to a series of actions to be taken by Skadden.¹⁴ According to President Trump, under the terms of this agreement, Skadden would “provide a total of at least \$100 Million Dollars in pro bono Legal Services, during the Trump administration and beyond, to causes that the President and Skadden both support. . . [and a] pro bono Committee will be constituted to ensure that pro bono matters are consistent with the objectives of the program.”¹⁵ While there was no express statement to this effect, the agreement between Skadden and President Trump seems to have been struck specifically to cause Trump to refrain from issuing an Executive Order against Skadden similar to the ones he had issued against Paul Weiss, Perkins Coie, Jenner & Block, and WilmerHale.

The Skadden agreement was followed by a series of announcements of what appear to be settlements struck by law firms with President Trump that are substantially similar to the Skadden agreement.¹⁶ One of these agreements was with your firm, which agreed to settle on

¹¹ ADDRESSING RISKS FROM PAUL WEISS, Executive Order from President Donald J. Trump, Mar. 14, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-paul-weiss/>

¹² ADDRESSING REMEDIAL ACTION BY PAUL WEISS, Executive Order from President Donald J. Trump, Mar. 21, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-remedial-action-by-paul-weiss/>; Michael S. Schmidt, Matthew Goldstein, Jessica Silver-Greenberg, and Ben Protess, *How a Major Democratic Law Firm Ended Up Bowing to Trump*, N.Y. TIMES, Mar. 21, 2025, available at <https://www.nytimes.com/2025/03/21/us/politics/paul-weiss-trump.html>

¹³ ADDRESSING REMEDIAL ACTION BY PAUL WEISS, Executive Order from President Donald J. Trump, Mar. 21, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-remedial-action-by-paul-weiss/>

¹⁴ Donald J. Trump (@realDonaldTrump), Truth Social (Mar. 28, 2025, 1:57pm), <https://truthsocial.com/@realDonaldTrump/posts/114241348699704594>

¹⁵ *Ibid.*

¹⁶ These include an April 1 agreement with Willkie Farr for \$100 million in legal services (Jack Queen, Trevor Hunnicutt, & David Thomas, *Doug Emhoff's law firm Willkie Farr & Gallagher reaches deal with Trump*, REUTERS (Apr. 3, 2025), <https://www.reuters.com/world/us/trump-says-he-reached-settlement-deal-with-law-firm-willkie-farr-gallagher-2025-04-01/>); an April 2 agreement with Milbank for \$100 million in legal services (Donald J. Trump (@realDonaldTrump), Truth Social (Apr. 2, 2025, 2:05pm), <https://truthsocial.com/@realDonaldTrump/posts/11426962330126501>); and April 11 agreements between President Trump and Latham for \$125 million in legal services, Simpson for \$125 million in legal services, A&O

terms substantially equivalent to the Skadden agreement.¹⁷ AO Shearman agreed to provide \$125 million pro bono services for causes championed by President Trump and to make agreed changes to your diversity, equity, and inclusion policies.¹⁸

As with Skadden, none of these firms, including yours, were specifically targeted by an Executive Order from President Trump, and these agreements appear to have been struck with the goal of inducing President Trump to refrain from issuing any such Executive Order.

Potential Issues with Federal and State Law and Professional Conduct Responsibilities

President Trump’s Executive Orders targeting law firms have been highly criticized by lawyers around the country, including many at your firm, as a form of coercion meant not only to threaten the actual named law firms, but also to intimidate and threaten other firms that may be considering taking on clients or matters that are seen by the President as adverse to his interests. President Trump has essentially intimated that these agreements are intended to create a chilling effect on litigation against executive actions, stating on April 8th that firms had given him over \$340 million in total commitments for pro bono work, classifying them as “damages” for prior actions taken by the firms.¹⁹ He went on to say:

Have you noticed lots of law firms have been signing up with Trump? [It’s] 100 million dollars, another 100 million dollars for the damages they’ve done. . . [b]ut they give you a hundred million and announce, ‘But we have done nothing wrong’, and I agree they’ve done nothing wrong, but what the hell, they give me a lot of money, considering they’ve done nothing wrong.²⁰

While we do not know all of the particular facts about the circumstances of the AO Shearman agreement with President Trump, this agreement on the surface appears to have been struck in order to appease President Trump so that he would not issue an Executive Order targeting AO Shearman. If this is the case, AO Shearman’s settlement raises a number of concerns, including potential violations of federal and state statutes, as well as several Rules of Professional Conduct, including the below:

Potential Federal Law Violations

Shearman for \$125 million in legal services, Kirkland for \$125 million, and Cadwalader for \$100 million in legal services (Chris Opfer and Justin Henry, *Five Major Law Firms Cut \$600 Million Dollar Deals with Trump*, Bloomberg Law (Apr. 12, 2025), <https://news.bloomberglaw.com/business-and-practice/five-major-law-firms-cut-600-million-deals-with-trump-1>.

¹⁷ *Ibid.*

¹⁸ Donald J. Trump (@realDonaldTrump), Truth Social (Apr. 11, 2025, 12:21pm), <https://x.com/TrumpDailyPosts/status/1910736651539661259>

¹⁹ Abigail Adcox and Amanda O’Brien, *‘They Give Me A Lot of Money’: Trump Nods to Law Firm Deals in Coal Event*, LAW.COM (Apr. 8, 2025), <https://www.law.com/americanlawyer/2025/04/08/they-give-me-a-lot-of-money-trump-nods-to-law-firm-deals-in-coal-event/>

²⁰ *Ibid.*

1. **18 U.S.C. § 201(b)(1)**: The AO Shearman agreement could potentially implicate this federal anti-bribery statute, which prohibits anyone, under threat of both criminal and civil liability, from corruptly offering and promising something of value to public officials with the intent to influence their official acts.
2. **18 U.S.C. § 1951**: The Hobbs Act prohibits obstruction, delay, or affecting commerce by extortion under color of official right. By participating in this arrangement, performance under the AO Shearman agreement may be argued to constitute the aiding, abetting, and/or conspiracy with officials in the commission of these offenses, as established in precedents such as *United States v. Torcasio*, 959 F.2d 503, 505-506 (4th Cir. 1992); *United States v. Spitler*, 800 F.2d 1267, 1276-79 (4th Cir. 1986); and *United States v. Wright*, 797 F.2d 245 (5th Cir. 1986).
3. **18 U.S.C. §§ 1341/1343, 1346, 1349**: These statutes prohibit schemes to defraud the public of the honest services of public officials using mail and wire communications. The AO Shearman agreement may be argued to constitute such a scheme involving bribery, as defined by the Supreme Court in *Skilling v. United States*, 561 U.S. 358 (2010).
4. **18 U.S.C. § 1962**: The RICO statute prohibits participation in an enterprise engaged in a pattern of racketeering activity. It may be argued that the AO Shearman agreement, which involves AO Shearman, its partners, the President, and other executive officials may constitute an association-in-fact enterprise engaged in predicate offenses including bribery.

Potential State Law Violations

AO Shearman has a prominent office in New York City, with other offices in California, Washington, D.C., Texas, Massachusetts, as well as several international offices. AO Shearman's performance under the AO Shearman agreement may violate New York Penal Law § 200.03, which prohibits offering or agreeing to confer benefits valued over \$5,000 on a public servant with the understanding that such public servant's actions will be influenced thereby. There are presumably comparable laws in the other states in which AO Shearman has a significant presence.

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AO Shearman's actions may also raise numerous issues with the New York and Washington, D.C. Rules of Professional Conduct:

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Questions for AO Shearman

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2. In a Truth Social post, President Trump stated that AO Shearman agreed to “not engage in illegal DEI discrimination and preferences.”²¹
 - a. How does firm leadership define this commitment, and how was it negotiated?
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 - a. Did you agree to cease representation of clients who might have claims against the government or whose interests are adverse to the President’s?
 - i. If so, what processes or parameters would be implemented to determine which causes are supported by President Trump?

²¹ Donald J. Trump (@realDonaldTrump), Truth Social (Apr. 11, 2025, 12:21pm), <https://x.com/TrumpDailyPosts/status/1910736651539661259>

- ii. Under the terms of this agreement, will AO Shearman be in regular contact with the President and his staff regarding each pro bono case?
4. The Skadden agreement also called for the creation of a “pro bono Committee. . . to ensure that pro bono matters are consistent with the objectives of the program.” Did the AO Shearman agreement include a similar provision?
 - a. If so, what criteria, if any, were agreed to that would govern the creation, membership and operation of this Committee?
 - b. What criteria, if any, were agreed to that would ensure that pro bono matters taken on under this agreement would satisfy “the objectives of the program?”
 - c. To what degree would the President or members of his administration be involved with this Committee and determining whether AO Shearman was complying with the terms of this agreement?
5. Many outside observers have described Skadden’s agreement as “capitulation” to President Trump’s political agenda of trying to attack law firms whose singular offense is that they represented clients and causes that President Trump views unfavorably.²² Given this dynamic, what prophylactic measures, if any, have your firm put in place to ensure that it can effectively and ethically represent clients in actions involving the Trump administration or private actors supported by the President and his political allies?
6. Outside observers have also stated that these agreements represent a “Sword of Damocles,” with a risk that the administration will again threaten to target firms with Executive Orders if they do not again yield to the President’s demands.²³ What mechanisms, if any, are present in the AO Shearman agreement to ensure that the administration will not be able to require more from the firm beyond the provisions currently in place?

As members of the United States House of Representatives, we took an oath to uphold the Constitution and laws of the United States. Many of the signatories to this letter are lawyers, and several of us have worked at major law firms. We have deep respect for the long tradition that your firm carries, and we urge you to reconsider your decision— one which we can sympathize with but which we think is a clear mistake— to seemingly capitulate to clear abuse of the law by the Trump administration. We do not wish to prematurely judge or assess guilt. Our aim however, is to gather comprehensive information with respect to the formation and implementation of the AO Shearman agreement and resulting legal and ethical quandaries. We look forward to your timely response by May 8, 2025.

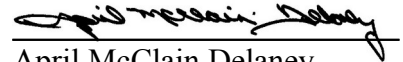
²² See, e.g., John W. Kecker et al., *Our Law Firm Won’t Cave to Trump. Who Will Join Us?*, N.Y. TIMES, Mar. 30, 2025.

²³ See, e.g. Gregory J. Wallace, *Law firms that settle with Trump have a Sword of Damocles over their heads*, The Hill, 04/08/25 11:30 AM ET.

Sincerely,



Dave Min
Member of Congress



April McClain Delaney
Member of Congress



Yassamin Ansari
Member of Congress



Sean Casten
Member of Congress



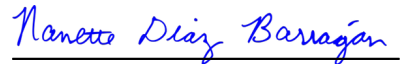
Rashida Tlaib
Member of Congress



Susie Lee
Member of Congress



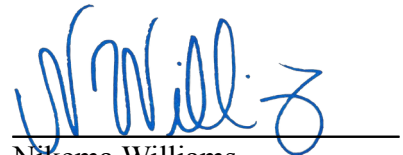
Shri Thanedar
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Nanette Diaz Barragan
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Lloyd Doggett
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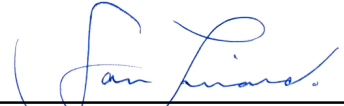
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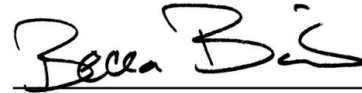
Sylvia R. Garcia
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Sam T. Liccardo
Member of Congress



Frank Pallone, Jr.
Member of Congress



Becca Balint
Member of Congress

Congress of the United States

Washington, DC 20515

April 24, 2025

Mr. Jon A Ballis
Chairman
Kirkland & Ellis LLP
333 W Wolf Point Plaza
Chicago, IL 60654

Re: Kirkland & Ellis LLP Agreement with the Trump Administration

Dear Mr. Ballis:

We, the undersigned members of Congress, are writing to express our significant concerns regarding recent press reports claiming that your law firm, Kirkland & Ellis LLP (Kirkland), agreed to provide \$125 million in pro bono legal services to causes championed by President Donald Trump in exchange for President Trump's refraining from issuing an Executive Order targeting Kirkland (the "Kirkland agreement"). The Kirkland agreement is one of a number of deals allegedly struck between major national law firms and the Trump administration. We are sympathetic to the circumstances in which your firm finds itself, with the Administration using coercive and illegal measures to target certain law firms and threaten their ability to represent and retain their clients.

We urge you to disavow the Kirkland agreement, as we believe it is clear that continued performance under the Kirkland agreement (1) is unenforceable under contracts law; (2) would have enormous negative impacts on the legal system; (3) could potentially expose your firm and its attorneys to civil and criminal liability under state and federal law; and (4) creates potentially irresolvable violations of applicable Rules of Professional Conduct with respect to conflicts of interest and limiting an attorney's future practice of law.

It is a well settled principle of contracts law that illegal terms are unenforceable, and we believe that the terms of the Kirkland agreement may violate several state and federal criminal laws, as described below. We also believe that the agreement may have been formed under the threat of illegal and coercive acts and is therefore unenforceable under the doctrine of duress. Further, the imposition of numerous conflicts of interest between the terms of the agreement and your current and future potential clients raise significant ethical concerns and possible violations of applicable rules of professional responsibility. Given these concerns, your firm has several grounds upon which to disavow and pause the Kirkland agreement.

We also urge you to consider the chilling effect that the Kirkland agreement may have on the availability of legal services for those clients and matters targeted by the Trump administration. By entering into an agreement that appears to be in response to the threat of illegal economic coercion against your firm from the Trump administration, your firm is not simply agreeing to provide certain pro bono services or end certain personnel hiring and retention practices. Agreements of this kind also signal acquiescence to an abuse of federal power, raising serious questions about how or whether your firm would represent clients or take on matters that might be seen as antagonistic to President Trump or his agenda.

Adversarial representation is the foundation of our legal system, which relies on vigorous and unconstrained representation of both sides to any criminal or civil dispute. We are quite concerned that the cumulative impact of settlements like the Kirkland agreement will damage the availability of robust legal representation for clients and matters seen as unpopular with the Trump administration. The reported terms of the Kirkland agreement may seriously hinder your firm's ability to zealously advocate for your clients in matters that conflict with the administration's priorities, and thus also pose a threat of disbarment for your attorneys. Given that more agreements have been signed in recent weeks, the impact represents a very concrete and real threat to the rule of law and integrity of the judiciary.

Executive Orders Targeting Law Firms

The April 11th agreement between your firm and President Trump followed a series of memoranda issued by the President targeting major law firms. The first such memorandum was issued on February 25, 2025, and ordered the suspension of security clearances for employees of the law firm Covington & Burling who had assisted former Special Counsel Jack Smith and directed agencies to terminate contracts with the firm.¹

This memorandum was followed by a series of substantially identical Executive Orders—targeting Perkins Coie, Paul Weiss, Jenner & Block, and WilmerHale—that directed different parts of the federal government to carry out a series of much more expansive punitive actions against these firms and the attorneys they employ.² These punitive actions included:

¹ See SUSPENSION OF SECURITY CLEARANCES AND EVALUATION OF GOVERNMENT CONTRACTS, Executive Order from President Donald J. Trump, Feb. 25, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/02/suspension-of-security-clearances-and-evaluation-of-government-contracts/>

² See ADDRESSING RISK FROM PERKINS COIE LLP, Executive Order from President Donald J. Trump, Mar. 6, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-perkins-coie-llp/>; ADDRESSING RISKS FROM PAUL WEISS, Executive Order from President Donald J. Trump, Mar. 14, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-paul-weiss/>; ADDRESSING RISKS FROM JENNER & BLOCK, Executive Order from President Donald J. Trump, Mar. 25, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-jenner-block/>; ADDRESSING RISKS FROM WILMERHALE, Executive Order from President Donald J. Trump, Mar. 27, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-wilmerhale/>

- The suspension of any active security clearances held by employees of these firms;³
- A directive to require all government contractors to disclose any business they do with the targeted law firm and a separate directive to suspend all government contracts with any contractors doing business with the targeted law firm;⁴
- A directive to identify and terminate any government contracts with the targeted law firm;⁵
- Denying access to all federal government buildings, including the very courthouses where attorneys represent their clients, to employees of the targeted law firms;⁶
- Prohibiting federal employees from engaging with employees of the targeted law firms;⁷ and
- Prohibiting employees of the targeted law firm from being hired by the federal government.⁸

Three of these Executive Orders—the ones targeting Perkins Coie, Jenner & Block, and WilmerHale—have been enjoined by federal district courts.⁹ These Executive Orders have been blasted by outside observers and judges alike as “lawless,” “alarming,” “disturbing,” “clearly

³ *Ibid.* (“The Attorney General, the Director of National Intelligence, and all other relevant heads of executive departments and agencies shall immediately take steps consistent with applicable law to suspend any active security clearances held by individuals [at the targeted law firm]”).

⁴ *Ibid.* (“Government contracting agencies shall, to the extent permissible by law, require Government contractors to disclose any business they do” with the targeted law firm; “[t]he heads of all agencies shall review all contracts with... entities that disclose doing business with [the targeted law firm]; “[t]o the extent permitted by law, the heads of agencies shall... take appropriate steps to terminate any contract...””).

⁵ *Ibid.* (“The heads of all agencies shall review all contracts with [the targeted law firm]... [t]o the extent permitted by law, the heads of agencies shall... take appropriate steps to terminate any contract, to the maximum extent permitted by applicable law... for which [the targeted law firm] has been hired to perform any service”).

⁶ *Ibid.* (“The heads of all agencies shall, to the extent permitted by law, provide guidance limiting official access from Federal Government buildings to employees of [the targeted law firm] when such access would threaten the national security of or otherwise be inconsistent with the interests of the United States”).

⁷ *Ibid.* (“In addition, the heads of all agencies shall provide guidance limiting Government employees acting in their official capacity from engaging with [employees of the targeted law firm] to ensure consistency with the national security and other interests of the United States”).

⁸ *Ibid.* (“Agency officials shall, to the extent permitted by law, refrain from hiring employees of [the targeted law firm], absent a waiver from the head of the agency, made in consultation with the Director of the Office of Personnel Management, that such hire will not threaten the national security of the United States”).

⁹ See Katie Balevic and John L. Dornan, *Here’s Where All the Firms In The Trump-Big Law Fight Stand*, BUSINESS INSIDER, Mar. 29, 2025, available at <https://www.businessinsider.com/trump-big-law-fight-firms-legal-dilemma-2025-3>

retaliatory,” “a constitutional harm,” and a clear threat to the justice system at large.¹⁰

Law Firm Settlements with President Trump

On March 14, 2025, President Trump issued an Executive Order targeting Paul Weiss, which was substantially similar to the previous Executive Orders he had issued against law firms.¹¹ However, following a meeting between Mr. Brad Karp and President Trump in the Oval Office on March 20, 2025, President Trump issued a new Executive Order revoking his original March 14 Executive Order.¹² This new Executive Order specified that Paul Weiss had “agreed to a remarkable change of course,” which included acknowledging the “wrongdoing” of a former partner at the firm (who had previously led the New York state criminal prosecution of President Trump), a commitment to a “policy of political neutrality,” and “dedicating the equivalent of \$40 million in pro bono legal services during my term in office to support causes including assisting our Nation’s veterans, fairness in the justice system, and combating anti-Semitism; and other similar initiatives.”¹³

In the following weeks, President Trump and various news outlets announced that a number of other law firms—which were not targeted by Executive Orders—had agreed to terms largely similar to those announced in the Paul Weiss agreement with President Trump. The first of these was announced by President Trump in a March 28, 2025 social media post, in which he stated that he and the law firm Skadden, Arps, Slate, Meagher & Flom LLP (“Skadden”) had agreed to a series of actions to be taken by Skadden.¹⁴ According to President Trump, under the terms of this agreement, Skadden would “provide a total of at least \$100 Million Dollars in pro bono Legal Services, during the Trump administration and beyond, to causes that the President and Skadden both support... [and a] pro bono Committee will be constituted to ensure that pro bono matters are consistent with the objectives of the program.”¹⁵ While there was no express

¹⁰ See Lauren Toms, *Retired Bay Area Attorney Blasts Agreements Between Law Firms, Trump Administration*, CBS News, Apr. 17, 2025, available at <https://www.cbsnews.com/sanfrancisco/news/kerry-gough-retired-bay-area-attorney-blasts-agreements-law-firms-trump-administration/>; Carrie Johnson, *In Back-to-Back Rulings, Federal Judges Rule Against Trump Orders Targeting Law Firms*, NPR, Mar. 28, 2025, available at <https://www.npr.org/2025/03/28/g-s1-56890/law-firms-sue-trump>

¹¹ ADDRESSING RISKS FROM PAUL WEISS, Executive Order from President Donald J. Trump, Mar. 14, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-paul-weiss/>

¹² ADDRESSING REMEDIAL ACTION BY PAUL WEISS, Executive Order from President Donald J. Trump, Mar. 21, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-remedial-action-by-paul-weiss/>; Michael S. Schmidt, Matthew Goldstein, Jessica Silver-Greenberg, and Ben Protess, *How a Major Democratic Law Firm Ended Up Bowing to Trump*, N.Y. TIMES, Mar. 21, 2025, available at <https://www.nytimes.com/2025/03/21/us/politics/paul-weiss-trump.html>

¹³ ADDRESSING REMEDIAL ACTION BY PAUL WEISS, Executive Order from President Donald J. Trump, Mar. 21, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-remedial-action-by-paul-weiss/>

¹⁴ Donald J. Trump (@realDonaldTrump), Truth Social (Mar. 28, 2025, 1:57pm), <https://truthsocial.com/@realDonaldTrump/posts/114241348699704594>

¹⁵ *Ibid.*

statement to this effect, the agreement between Skadden and President Trump seems to have been struck specifically to cause Trump to refrain from issuing an Executive Order against Skadden similar to the ones he had issued against Paul Weiss, Perkins Coie, Jenner & Block, and WilmerHale.

The Skadden agreement was followed by a series of announcements of what appear to be settlements struck by law firms with President Trump that are substantially similar to the Skadden agreement.¹⁶ One of these agreements was with your firm, which agreed to settle on terms substantially equivalent to the Skadden agreement.¹⁷ Kirkland agreed to provide \$125 million pro bono services for causes championed by President Trump and to make agreed changes to your diversity, equity, and inclusion policies.¹⁸

As with Skadden, none of these firms, including yours, were specifically targeted by an Executive Order from President Trump, and these agreements appear to have been struck with the goal of inducing President Trump to refrain from issuing any such Executive Order.

Potential Issues with Federal and State Law and Professional Conduct Responsibilities

President Trump's Executive Orders targeting law firms have been highly criticized by lawyers around the country, including many at your firm, as a form of coercion meant not only to threaten the actual named law firms, but also to intimidate and threaten other firms that may be considering taking on clients or matters that are seen by the President as adverse to his interests. President Trump has essentially intimated that these agreements are intended to create a chilling effect on litigation against executive actions, stating on April 8th that firms had given him over \$340 million in total commitments for pro bono work, classifying them as "damages" for prior actions taken by the firms.¹⁹ He went on to say:

¹⁶ These include an April 1 agreement with Willkie Farr for \$100 million in legal services (Jack Queen, Trevor Hunnicutt, & David Thomas, *Doug Emhoff's law firm Willkie Farr & Gallagher reaches deal with Trump*, REUTERS (Apr. 3, 2025), <https://www.reuters.com/world/us/trump-says-he-reached-settlement-deal-with-law-firm-willkie-farr-gallagher-2025-04-01/>); an April 2 agreement with Milbank for \$100 million in legal services (Donald J. Trump (@realDonaldTrump), Truth Social (Apr. 2, 2025, 2:05pm), <https://truthsocial.com/@realDonaldTrump/posts/114269692330126501>); and April 11 agreements between President Trump and Latham for \$125 million in legal services, Simpson for \$125 million in legal services, A&O Shearman for \$125 million in legal services, and Cadwalader for \$100 million in legal services (Chris Opfer and Justin Henry, *Five Major Law Firms Cut \$600 Million Dollar Deals with Trump*, Bloomberg Law (Apr. 12, 2025), <https://news.bloomberglaw.com/business-and-practice/five-major-law-firms-cut-600-million-deals-with-trump-1>.

¹⁷ *Ibid.*

¹⁸ Donald J. Trump (@realDonaldTrump), Truth Social (Apr. 11, 2025, 12:21pm), <https://x.com/TrumpDailyPosts/status/1910736651539661259>

¹⁹ Abigail Adcox and Amanda O'Brien, *'They Give Me A Lot of Money': Trump Nods to Law Firm Deals in Coal Event*, LAW.COM (Apr. 8, 2025), <https://www.law.com/americanlawyer/2025/04/08/they-give-me-a-lot-of-money-trump-nods-to-law-firm-deals-in-coal-event/>

Have you noticed lots of law firms have been signing up with Trump? [It's] 100 million dollars, another 100 million dollars for the damages they've done. . . [b]ut they give you a hundred million and announce, 'But we have done nothing wrong', and I agree they've done nothing wrong, but what the hell, they give me a lot of money, considering they've done nothing wrong.²⁰

While we do not know all of the particular facts about the circumstances of the Kirkland agreement with President Trump, this agreement on the surface appears to have been struck in order to appease President Trump so that he would not issue an Executive Order targeting Kirkland. If this is the case, Kirkland's settlement raises a number of concerns, including potential violations of federal and state statutes, as well as several Rules of Professional Conduct, including the below:

Potential Federal Law Violations

1. **18 U.S.C. § 201(b)(1)**: The Kirkland agreement could potentially implicate this federal anti-bribery statute, which prohibits anyone, under threat of both criminal and civil liability, from corruptly offering and promising something of value to public officials with the intent to influence their official acts.
2. **18 U.S.C. § 1951**: The Hobbs Act prohibits obstruction, delay, or affecting commerce by extortion under color of official right. By participating in this arrangement, performance under the Kirkland agreement may be argued to constitute the aiding, abetting, and/or conspiracy with officials in the commission of these offenses, as established in precedents such as *United States v. Torcasio*, 959 F.2d 503, 505-506 (4th Cir. 1992); *United States v. Spitler*, 800 F.2d 1267, 1276-79 (4th Cir. 1986); and *United States v. Wright*, 797 F.2d 245 (5th Cir. 1986).
3. **18 U.S.C. §§ 1341/1343, 1346, 1349**: These statutes prohibit schemes to defraud the public of the honest services of public officials using mail and wire communications. The Kirkland agreement may be argued to constitute such a scheme involving bribery, as defined by the Supreme Court in *Skilling v. United States*, 561 U.S. 358 (2010).
4. **18 U.S.C. § 1962**: The RICO statute prohibits participation in an enterprise engaged in a pattern of racketeering activity. It may be argued that the Kirkland agreement, which involves Kirkland, its partners, the President, and other executive officials may constitute an association-in-fact enterprise engaged in predicate offenses including bribery.

Potential State Law Violations

Kirkland & Ellis has a significant presence in New York City, with other offices in Washington, D.C. and Illinois, as well as several international offices. Kirkland's performance under the Kirkland agreement may violate New York Penal Law § 200.03, which prohibits

²⁰ *Ibid.*

offering or agreeing to confer benefits valued over \$5,000 on a public servant with the understanding that such public servant's actions will be influenced thereby. There are presumably comparable laws in the other states in which Kirkland has a significant presence.

Potential Ethics Violations

Kirkland's actions may also raise numerous issues with the New York and Washington, D.C. Rules of Professional Conduct:

1. **Rules 8.4(b) and 8.4(d)**: These rules prohibit lawyers from engaging in illegal conduct that reflects adversely on their honesty, trustworthiness, or fitness as lawyers, and from engaging in conduct prejudicial to the administration of justice. As discussed *supra*, the Kirkland agreement may violate a number of federal and state statutes.
2. **Rule 1.7(a)(2) (Rule 1.7(b)(4) in Washington, D.C.)**: This rule prohibits representation when there is a significant risk that representation will be materially limited by the lawyer's responsibilities to third parties or the lawyer's own interests. By committing to adopt administration hiring policies and provide pro bono services to administration-favored causes to avoid punitive executive action, continued performance under the Kirkland agreement may implicate these conflict-of-interest provisions.
3. **Rule 5.6(b)**: This rule prohibits lawyers from "offering or making. . . an agreement in which a restriction on the lawyer's right to practice is part of the settlement of a client controversy." Through its agreement with the administration, Kirkland may be viewed as restricting the right of its attorneys to take on certain matters disfavored by the President.

There are presumably comparable rules of professional conduct in other states in which Kirkland has a significant presence. Moreover, there are larger issues raised as to how Kirkland might zealously represent its clients in matters involving President Trump, his administration, or policies deemed important to him, when Kirkland has demonstrated that it can be unduly influenced by the President and his priorities.

Questions for Kirkland

To help us better understand the circumstances and details of the Kirkland agreement and the broader impacts on our legal system this agreement may create, we kindly ask that you respond to the following questions within 14 days of receipt of this letter.

1. What were the motivations for entering into this agreement, how was an agreement reached, and what specific terms or promises were made?

2. In a Truth Social post, President Trump stated that Kirkland agreed to “not engage in illegal DEI discrimination and preferences.”²¹
 - a. How does firm leadership define this commitment, and how was it negotiated?
 - b. What enforcement mechanisms, if any, were agreed to to ensure compliance with this provision?
3. The Skadden agreement with President Trump specified that the pro bono legal services would be provided only to “causes that the President . . . support[s]. . .” Did your agreement with President Trump include a similar provision?
 - a. Did you agree to cease representation of clients who might have claims against the government or whose interests are adverse to the President’s?
 - i. If so, what processes or parameters would be implemented to determine which causes are supported by President Trump?
 - ii. Under the terms of this agreement, will Kirkland be in regular contact with the President and his staff regarding each pro bono case?
4. The Skadden agreement also called for the creation of a “pro bono Committee. . . to ensure that pro bono matters are consistent with the objectives of the program.” Did the Kirkland agreement include a similar provision?
 - a. If so, what criteria, if any, were agreed to that would govern the creation, membership and operation of this Committee?
 - b. What criteria, if any, were agreed to that would ensure that pro bono matters taken on under this agreement would satisfy “the objectives of the program?”
 - c. To what degree would the President or members of his administration be involved with this Committee and determining whether Kirkland was complying with the terms of this agreement?
5. Many outside observers have described Skadden’s agreement as “capitulation” to President Trump’s political agenda of trying to attack law firms whose singular offense is that they represented clients and causes that President Trump views unfavorably.²² Given this dynamic, what prophylactic measures, if any, have your firm put in place to ensure that it can effectively and ethically represent clients in actions involving the Trump administration or private actors supported by the President and his political allies?
6. Outside observers have also stated that these agreements represent a “Sword of Damocles,” with a risk that the administration will again threaten to target firms with Executive Orders if they do not again yield to the President’s demands.²³ What mechanisms, if any, are present in the Kirkland agreement to ensure that the administration will not be able to require more from the firm beyond the provisions

²¹ Donald J. Trump (@realDonaldTrump), Truth Social (Apr. 11, 2025, 12:21pm), <https://x.com/TrumpDailyPosts/status/1910736651539661259>

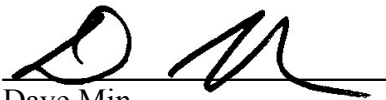
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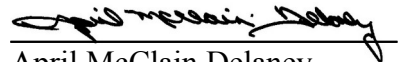
currently in place?

As members of the United States House of Representatives, we took an oath to uphold the Constitution and laws of the United States. Many of the signatories to this letter are lawyers, and several of us have worked at major law firms. We have deep respect for the long tradition that your firm carries, and we urge you to reconsider your decision— one which we can sympathize with but which we think is a clear mistake— to seemingly capitulate to clear abuse of the law by the Trump administration. We do not wish to prematurely judge or assess guilt. Our aim however, is to gather comprehensive information with respect to the formation and implementation of the Kirkland agreement and resulting legal and ethical quandaries. We look forward to your timely response by May 8, 2025.

Sincerely,



Dave Min
Member of Congress



April McClain Delaney
Member of Congress



Yassamin Ansari
Member of Congress



Sean Casten
Member of Congress



Rashida Tlaib
Member of Congress



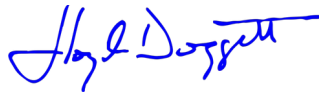
Susie Lee
Member of Congress



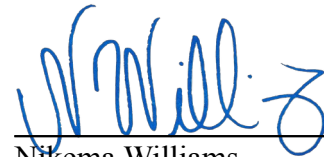
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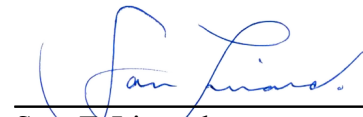
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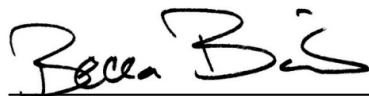
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Sam T. Liccardo
Member of Congress



Frank Pallone, Jr.
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Becca Balint
Member of Congress

Congress of the United States

Washington, DC 20515

April 24, 2025

Mr. Richard M. Trobman
Chair and Managing Partner
Latham & Watkins LLP
Time-Life Building, 1271 6th Ave
New York, NY 10020

Re: Latham & Watkins LLP Agreement with the Trump Administration

Dear Mr. Trobman:

We, the undersigned members of Congress, are writing to express our significant concerns regarding recent press reports claiming that your law firm, Latham & Watkins LLP (“Latham”), agreed to provide \$125 million in pro bono legal services to causes championed by President Donald Trump in exchange for President Trump’s refraining from issuing an Executive Order targeting Latham (the “Latham agreement”). The Latham agreement is one of a number of deals allegedly struck between major national law firms and the Trump administration. We are sympathetic to the circumstances in which your firm finds itself, with the Administration using coercive and illegal measures to target certain law firms and threaten their ability to represent and retain their clients.

We urge you to disavow the Latham agreement, as we believe it is clear that continued performance under the Latham agreement (1) is unenforceable under contracts law; (2) would have enormous negative impacts on the legal system; (3) could potentially expose your firm and its attorneys to civil and criminal liability under state and federal law; and (4) creates potentially irresolvable violations of applicable Rules of Professional Conduct with respect to conflicts of interest and limiting an attorney’s future practice of law.

It is a well settled principle of contracts law that illegal terms are unenforceable, and we believe that the terms of the Latham agreement may violate several state and federal criminal laws, as described below. We also believe that the agreement may have been formed under the threat of illegal and coercive acts and is therefore unenforceable under the doctrine of duress. Further, the imposition of numerous conflicts of interest between the terms of the agreement and your current and future potential clients raise significant ethical concerns and possible violations of applicable rules of professional responsibility. Given these concerns, your firm has several grounds upon which to disavow and pause the Latham agreement.

We also urge you to consider the chilling effect that the Latham agreement may have on the availability of legal services for those clients and matters targeted by the Trump administration. By entering into an agreement that appears to be in response to the threat of illegal economic coercion against your firm from the Trump administration, your firm is not simply agreeing to provide certain pro bono services or end certain personnel hiring and retention practices. Agreements of this kind also signal acquiescence to an abuse of federal power, raising serious questions about how or whether your firm would represent clients or take on matters that might be seen as antagonistic to President Trump or his agenda.

Adversarial representation is the foundation of our legal system, which relies on vigorous and unconstrained representation of both sides to any criminal or civil dispute. We are quite concerned that the cumulative impact of settlements like the Latham agreement will damage the availability of robust legal representation for clients and matters seen as unpopular with the Trump administration. The reported terms of the Latham agreement may seriously hinder your firm's ability to zealously advocate for your clients in matters that conflict with the administration's priorities, and thus also pose a threat of disbarment for your attorneys. Given that more agreements have been signed in recent weeks, the impact represents a very concrete and real threat to the rule of law and integrity of the judiciary.

Executive Orders Targeting Law Firms

The April 11th agreement between your firm and President Trump followed a series of memoranda issued by the President targeting major law firms. The first such memorandum was issued on February 25, 2025, and ordered the suspension of security clearances for employees of the law firm Covington & Burling who had assisted former Special Counsel Jack Smith and directed agencies to terminate contracts with the firm.¹

This memorandum was followed by a series of substantially identical Executive Orders—targeting Perkins Coie, Paul Weiss, Jenner & Block, and WilmerHale—that directed different parts of the federal government to carry out a series of much more expansive punitive actions against these firms and the attorneys they employ.² These punitive actions included:

¹ See SUSPENSION OF SECURITY CLEARANCES AND EVALUATION OF GOVERNMENT CONTRACTS, Executive Order from President Donald J. Trump, Feb. 25, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/02/suspension-of-security-clearances-and-evaluation-of-government-contracts/>

² See ADDRESSING RISK FROM PERKINS COIE LLP, Executive Order from President Donald J. Trump, Mar. 6, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-perkins-coie-llp/>; ADDRESSING RISKS FROM PAUL WEISS, Executive Order from President Donald J. Trump, Mar. 14, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-paul-weiss/>; ADDRESSING RISKS FROM JENNER & BLOCK, Executive Order from President Donald J. Trump, Mar. 25, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-jenner-block/>; ADDRESSING RISKS FROM WILMERHALE, Executive Order from President Donald J. Trump, Mar. 27, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-wilmerhale/>

- The suspension of any active security clearances held by employees of these firms;³
- A directive to require all government contractors to disclose any business they do with the targeted law firm and a separate directive to suspend all government contracts with any contractors doing business with the targeted law firm;⁴
- A directive to identify and terminate any government contracts with the targeted law firm;⁵
- Denying access to all federal government buildings, including the very courthouses where attorneys represent their clients, to employees of the targeted law firms;⁶
- Prohibiting federal employees from engaging with employees of the targeted law firms;⁷ and
- Prohibiting employees of the targeted law firm from being hired by the federal government.⁸

Three of these Executive Orders—the ones targeting Perkins Coie, Jenner & Block, and WilmerHale—have been enjoined by federal district courts.⁹ These Executive Orders have been blasted by outside observers and judges alike as “lawless,” “alarming,” “disturbing,” “clearly

³ *Ibid.* (“The Attorney General, the Director of National Intelligence, and all other relevant heads of executive departments and agencies shall immediately take steps consistent with applicable law to suspend any active security clearances held by individuals [at the targeted law firm]”).

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⁵ *Ibid.* (“The heads of all agencies shall review all contracts with [the targeted law firm]... [t]o the extent permitted by law, the heads of agencies shall... take appropriate steps to terminate any contract, to the maximum extent permitted by applicable law... for which [the targeted law firm] has been hired to perform any service”).

⁶ *Ibid.* (“The heads of all agencies shall, to the extent permitted by law, provide guidance limiting official access from Federal Government buildings to employees of [the targeted law firm] when such access would threaten the national security of or otherwise be inconsistent with the interests of the United States”).

⁷ *Ibid.* (“In addition, the heads of all agencies shall provide guidance limiting Government employees acting in their official capacity from engaging with [employees of the targeted law firm] to ensure consistency with the national security and other interests of the United States”).

⁸ *Ibid.* (“Agency officials shall, to the extent permitted by law, refrain from hiring employees of [the targeted law firm], absent a waiver from the head of the agency, made in consultation with the Director of the Office of Personnel Management, that such hire will not threaten the national security of the United States”).

⁹ See Katie Balevic and John L. Dornan, *Here’s Where All the Firms In The Trump-Big Law Fight Stand*, BUSINESS INSIDER, Mar. 29, 2025, available at <https://www.businessinsider.com/trump-big-law-fight-firms-legal-dilemma-2025-3>

retaliatory,” “a constitutional harm,” and a clear threat to the justice system at large.¹⁰

Law Firm Settlements with President Trump

On March 14, 2025, President Trump issued an Executive Order targeting Paul Weiss, which was substantially similar to the previous Executive Orders he had issued against law firms.¹¹ However, following a meeting between Mr. Brad Karp and President Trump in the Oval Office on March 20, 2025, President Trump issued a new Executive Order revoking his original March 14 Executive Order.¹² This new Executive Order specified that Paul Weiss had “agreed to a remarkable change of course,” which included acknowledging the “wrongdoing” of a former partner at the firm (who had previously led the New York state criminal prosecution of President Trump), a commitment to a “policy of political neutrality,” and “dedicating the equivalent of \$40 million in pro bono legal services during my term in office to support causes including assisting our Nation’s veterans, fairness in the justice system, and combating anti-Semitism; and other similar initiatives.”¹³

In the following weeks, President Trump and various news outlets announced that a number of other law firms—which were not targeted by Executive Orders—had agreed to terms largely similar to those announced in the Paul Weiss agreement with President Trump. The first of these was announced by President Trump in a March 28, 2025 social media post, in which he stated that he and the law firm Skadden, Arps, Slate, Meagher & Flom LLP (“Skadden”) had agreed to a series of actions to be taken by Skadden.¹⁴ According to President Trump, under the terms of this agreement, Skadden would “provide a total of at least \$100 Million Dollars in pro bono Legal Services, during the Trump administration and beyond, to causes that the President and Skadden both support... [and a] pro bono Committee will be constituted to ensure that pro bono matters are consistent with the objectives of the program.”¹⁵ While there was no express

¹⁰ See Lauren Toms, *Retired Bay Area Attorney Blasts Agreements Between Law Firms, Trump Administration*, CBS News, Apr. 17, 2025, available at <https://www.cbsnews.com/sanfrancisco/news/kerry-gough-retired-bay-area-attorney-blasts-agreements-law-firms-trump-administration/>; Carrie Johnson, *In Back-to-Back Rulings, Federal Judges Rule Against Trump Orders Targeting Law Firms*, NPR, Mar. 28, 2025, available at <https://www.npr.org/2025/03/28/g-s1-56890/law-firms-sue-trump>

¹¹ ADDRESSING RISKS FROM PAUL WEISS, Executive Order from President Donald J. Trump, Mar. 14, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-paul-weiss/>

¹² ADDRESSING REMEDIAL ACTION BY PAUL WEISS, Executive Order from President Donald J. Trump, Mar. 21, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-remedial-action-by-paul-weiss/>; Michael S. Schmidt, Matthew Goldstein, Jessica Silver-Greenberg, and Ben Protess, *How a Major Democratic Law Firm Ended Up Bowing to Trump*, N.Y. TIMES, Mar. 21, 2025, available at <https://www.nytimes.com/2025/03/21/us/politics/paul-weiss-trump.html>

¹³ ADDRESSING REMEDIAL ACTION BY PAUL WEISS, Executive Order from President Donald J. Trump, Mar. 21, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-remedial-action-by-paul-weiss/>

¹⁴ Donald J. Trump (@realDonaldTrump), Truth Social (Mar. 28, 2025, 1:57pm), <https://truthsocial.com/@realDonaldTrump/posts/114241348699704594>

¹⁵ *Ibid.*

statement to this effect, the agreement between Skadden and President Trump seems to have been struck specifically to cause Trump to refrain from issuing an Executive Order against Skadden similar to the ones he had issued against Paul Weiss, Perkins Coie, Jenner & Block, and WilmerHale.

The Skadden agreement was followed by a series of announcements of what appear to be settlements struck by law firms with President Trump that are substantially similar to the Skadden agreement.¹⁶ One of these agreements was with your firm, which agreed to settle on terms substantially equivalent to the Skadden agreement.¹⁷ Latham agreed to provide \$125 million pro bono services for causes championed by President Trump and to make agreed changes to your diversity, equity, and inclusion policies.¹⁸

As with Skadden, none of these firms, including yours, were specifically targeted by an Executive Order from President Trump, and these agreements appear to have been struck with the goal of inducing President Trump to refrain from issuing any such Executive Order.

Potential Issues with Federal and State Law and Professional Conduct Responsibilities

President Trump's Executive Orders targeting law firms have been highly criticized by lawyers around the country, including many at your firm, as a form of coercion meant not only to threaten the actual named law firms, but also to intimidate and threaten other firms that may be considering taking on clients or matters that are seen by the President as adverse to his interests. President Trump has essentially intimated that these agreements are intended to create a chilling effect on litigation against executive actions, stating on April 8th that firms had given him over \$340 million in total commitments for pro bono work, classifying them as "damages" for prior actions taken by the firms.¹⁹ He went on to say:

¹⁶ These include an April 1 agreement with Willkie Farr for \$100 million in legal services (Jack Queen, Trevor Hunnicutt, & David Thomas, *Doug Emhoff's law firm Willkie Farr & Gallagher reaches deal with Trump*, REUTERS (Apr. 3, 2025), <https://www.reuters.com/world/us/trump-says-he-reached-settlement-deal-with-law-firm-willkie-farr-gallagher-2025-04-01/>); an April 2 agreement with Milbank for \$100 million in legal services (Donald J. Trump (@realDonaldTrump), Truth Social (Apr. 2, 2025, 2:05pm), <https://truthsocial.com/@realDonaldTrump/posts/114269692330126501>); and April 11 agreements between President Trump and Latham for \$125 million in legal services, Simpson for \$125 million in legal services, A&O Shearman for \$125 million in legal services, Kirkland for \$125 million, and Cadwalader for \$100 million in legal services (Chris Opfer and Justin Henry, *Five Major Law Firms Cut \$600 Million Dollar Deals with Trump*, Bloomberg Law (Apr. 12, 2025), <https://news.bloomberglaw.com/business-and-practice/five-major-law-firms-cut-600-million-deals-with-trump-1>).

¹⁷ *Ibid.*

¹⁸ Donald J. Trump (@realDonaldTrump), Truth Social (Apr. 11, 2025, 12:21pm), <https://x.com/TrumpDailyPosts/status/1910736651539661259>

¹⁹ Abigail Adcox and Amanda O'Brien, *'They Give Me A Lot of Money': Trump Nods to Law Firm Deals in Coal Event*, LAW.COM (Apr. 8, 2025), <https://www.law.com/americanlawyer/2025/04/08/they-give-me-a-lot-of-money-trump-nods-to-law-firm-deals-in-coal-event/>

Have you noticed lots of law firms have been signing up with Trump? [It's] 100 million dollars, another 100 million dollars for the damages they've done. . . [b]ut they give you a hundred million and announce, 'But we have done nothing wrong', and I agree they've done nothing wrong, but what the hell, they give me a lot of money, considering they've done nothing wrong.²⁰

While we do not know all of the particular facts about the circumstances of the Latham agreement with President Trump, this agreement on the surface appears to have been struck in order to appease President Trump so that he would not issue an Executive Order targeting Latham. If this is the case, Latham's settlement raises a number of concerns, including potential violations of federal and state statutes, as well as several Rules of Professional Conduct, including the below:

Potential Federal Law Violations

1. **18 U.S.C. § 201(b)(1)**: The Latham agreement could potentially implicate this federal anti-bribery statute, which prohibits anyone, under threat of both criminal and civil liability, from corruptly offering and promising something of value to public officials with the intent to influence their official acts.
2. **18 U.S.C. § 1951**: The Hobbs Act prohibits obstruction, delay, or affecting commerce by extortion under color of official right. By participating in this arrangement, performance under the Latham agreement may be argued to constitute the aiding, abetting, and/or conspiracy with officials in the commission of these offenses, as established in precedents such as *United States v. Torcasio*, 959 F.2d 503, 505-506 (4th Cir. 1992); *United States v. Spitler*, 800 F.2d 1267, 1276-79 (4th Cir. 1986); and *United States v. Wright*, 797 F.2d 245 (5th Cir. 1986).
3. **18 U.S.C. §§ 1341/1343, 1346, 1349**: These statutes prohibit schemes to defraud the public of the honest services of public officials using mail and wire communications. The Latham agreement may be argued to constitute such a scheme involving bribery, as defined by the Supreme Court in *Skilling v. United States*, 561 U.S. 358 (2010).
4. **18 U.S.C. § 1962**: The RICO statute prohibits participation in an enterprise engaged in a pattern of racketeering activity. It may be argued that the Latham agreement, which involves Latham, its partners, the President, and other executive officials may constitute an association-in-fact enterprise engaged in predicate offenses including bribery.

Potential State Law Violations

Latham & Watkins has a prominent office in New York City, with other offices in California, Texas, Washington, D.C., Massachusetts, as well as several international offices. Latham's performance under the Latham agreement may violate New York Penal Law § 200.03,

²⁰ *Ibid.*

which prohibits offering or agreeing to confer benefits valued over \$5,000 on a public servant with the understanding that such public servant's actions will be influenced thereby. There are presumably comparable laws in the other states in which Latham has a significant presence.

Potential Ethics Violations

Latham's actions may also raise numerous issues with the New York and Washington, D.C. Rules of Professional Conduct:

1. **Rules 8.4(b) and 8.4(d)**: These rules prohibit lawyers from engaging in illegal conduct that reflects adversely on their honesty, trustworthiness, or fitness as lawyers, and from engaging in conduct prejudicial to the administration of justice. As discussed *supra*, the Latham agreement may violate a number of federal and state statutes.
2. **Rule 1.7(a)(2) (Rule 1.7(b)(4) in Washington, D.C.)**: This rule prohibits representation when there is a significant risk that representation will be materially limited by the lawyer's responsibilities to third parties or the lawyer's own interests. By committing to adopt administration hiring policies and provide pro bono services to administration-favored causes to avoid punitive executive action, continued performance under the Latham agreement may implicate these conflict-of-interest provisions.
3. **Rule 5.6(b)**: This rule prohibits lawyers from "offering or making. . . an agreement in which a restriction on the lawyer's right to practice is part of the settlement of a client controversy." Through its agreement with the administration, Latham may be viewed as restricting the right of its attorneys to take on certain matters disfavored by the President.

There are presumably comparable rules of professional conduct in other states in which Latham has a significant presence. Moreover, there are larger issues raised as to how Latham might zealously represent its clients in matters involving President Trump, his administration, or policies deemed important to him, when Latham has demonstrated that it can be unduly influenced by the President and his priorities.

Questions for Latham

To help us better understand the circumstances and details of the Latham agreement and the broader impacts on our legal system this agreement may create, we kindly ask that you respond to the following questions within 14 days of receipt of this letter.

1. What were the motivations for entering into this agreement, how was an agreement reached, and what specific terms or promises were made?

2. In a Truth Social post, President Trump stated that Latham agreed to “not engage in illegal DEI discrimination and preferences.”²¹
 - a. How does firm leadership define this commitment, and how was it negotiated?
 - b. What enforcement mechanisms, if any, were agreed to to ensure compliance with this provision?
3. The Skadden agreement with President Trump specified that the pro bono legal services would be provided only to “causes that the President . . . support[s]. . .” Did your agreement with President Trump include a similar provision?
 - a. Did you agree to cease representation of clients who might have claims against the government or whose interests are adverse to the President’s?
 - i. If so, what processes or parameters would be implemented to determine which causes are supported by President Trump?
 - ii. Under the terms of this agreement, will Latham be in regular contact with the President and his staff regarding each pro bono case?
4. The Skadden agreement also called for the creation of a “pro bono Committee. . . to ensure that pro bono matters are consistent with the objectives of the program.” Did the Latham agreement include a similar provision?
 - a. If so, what criteria, if any, were agreed to that would govern the creation, membership and operation of this Committee?
 - b. What criteria, if any, were agreed to that would ensure that pro bono matters taken on under this agreement would satisfy “the objectives of the program?”
 - c. To what degree would the President or members of his administration be involved with this Committee and determining whether Latham was complying with the terms of this agreement?
5. Many outside observers have described Skadden’s agreement as “capitulation” to President Trump’s political agenda of trying to attack law firms whose singular offense is that they represented clients and causes that President Trump views unfavorably.²² Given this dynamic, what prophylactic measures, if any, have your firm put in place to ensure that it can effectively and ethically represent clients in actions involving the Trump administration or private actors supported by the President and his political allies?
6. Outside observers have also stated that these agreements represent a “Sword of Damocles,” with a risk that the administration will again threaten to target firms with Executive Orders if they do not again yield to the President’s demands.²³ What mechanisms, if any, are present in the Latham agreement to ensure that the administration will not be able to require more from the firm beyond the provisions

²¹ Donald J. Trump (@realDonaldTrump), Truth Social (Apr. 11, 2025, 12:21pm), <https://x.com/TrumpDailyPosts/status/1910736651539661259>

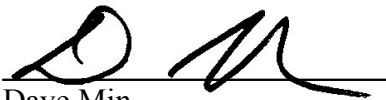
²² See, e.g., John W. Kecker et al., *Our Law Firm Won’t Cave to Trump. Who Will Join Us?*, N.Y. TIMES, Mar. 30, 2025.

²³ See, e.g. Gregory J. Wallace, *Law firms that settle with Trump have a Sword of Damocles over their heads*, The Hill, 04/08/25 11:30 AM ET.

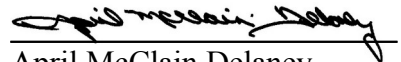
currently in place?

As members of the United States House of Representatives, we took an oath to uphold the Constitution and laws of the United States. Many of the signatories to this letter are lawyers, and several of us have worked at major law firms. We have deep respect for the long tradition that your firm carries, and we urge you to reconsider your decision— one which we can sympathize with but which we think is a clear mistake— to seemingly capitulate to clear abuse of the law by the Trump administration. We do not wish to prematurely judge or assess guilt. Our aim however, is to gather comprehensive information with respect to the formation and implementation of the Latham agreement and resulting legal and ethical quandaries. We look forward to your timely response by May 8, 2025.

Sincerely,



Dave Min
Member of Congress



April McClain Delaney
Member of Congress



Yassamin Ansari
Member of Congress



Sean Casten
Member of Congress



Rashida Tlaib
Member of Congress



Susie Lee
Member of Congress



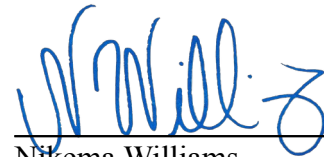
Shri Thanedar
Member of Congress



Nanette Diaz Barragan
Member of Congress



Lloyd Doggett
Member of Congress



Nikema Williams
Member of Congress



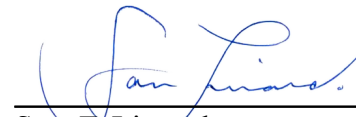
Maxine Dexter
Member of Congress



Henry C. "Hank" Johnson, Jr.
Member of Congress



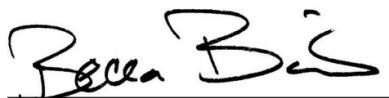
Sylvia R. Garcia
Member of Congress



Sam T. Liccardo
Member of Congress



Frank Pallone, Jr.
Member of Congress



Becca Balint
Member of Congress

Congress of the United States

Washington, DC 20515

April 24, 2025

Mr. Alden Millard
Chair, Simpson Thacher's Executive Committee
Simpson Thacher & Bartlett LLP
425 Lexington Avenue,
New York, NY 10017

Re: Simpson Thacher & Bartlett LLP Agreement with the Trump Administration

Dear Mr. Millard:

We, the undersigned members of Congress, are writing to express our significant concerns regarding recent press reports claiming that your law firm, Simpson Thacher & Bartlett LLP ("Simpson Thacher"), agreed to provide \$125 million in pro bono legal services to causes championed by President Donald Trump in exchange for President Trump's refraining from issuing an Executive Order targeting Simpson Thacher (the "Simpson Thacher agreement"). The Simpson Thacher agreement is one of a number of deals allegedly struck between major national law firms and the Trump administration. We are sympathetic to the circumstances in which your firm finds itself, with the Administration using coercive and illegal measures to target certain law firms and threaten their ability to represent and retain their clients.

We urge you to disavow the Simpson Thacher agreement, as we believe it is clear that continued performance under the Simpson Thacher agreement (1) is unenforceable under contracts law; (2) would have enormous negative impacts on the legal system; (3) could potentially expose your firm and its attorneys to civil and criminal liability under state and federal law; and (4) creates potentially irresolvable violations of applicable Rules of Professional Conduct with respect to conflicts of interest and limiting an attorney's future practice of law.

It is a well settled principle of contracts law that illegal terms are unenforceable, and we believe that the terms of the Simpson Thacher agreement may violate several state and federal criminal laws, as described below. We also believe that the agreement may have been formed under the threat of illegal and coercive acts and is therefore unenforceable under the doctrine of duress. Further, the imposition of numerous conflicts of interest between the terms of the agreement and your current and future potential clients raise significant ethical concerns and possible violations of applicable rules of professional responsibility. Given these concerns, your firm has several grounds upon which to disavow and pause the Simpson Thacher agreement.

We also urge you to consider the chilling effect that the Simpson Thacher agreement may have on the availability of legal services for those clients and matters targeted by the Trump administration. By entering into an agreement that appears to be in response to the threat of illegal economic coercion against your firm from the Trump administration, your firm is not simply agreeing to provide certain pro bono services or end certain personnel hiring and retention practices. Agreements of this kind also signal acquiescence to an abuse of federal power, raising serious questions about how or whether your firm would represent clients or take on matters that might be seen as antagonistic to President Trump or his agenda.

Adversarial representation is the foundation of our legal system, which relies on vigorous and unconstrained representation of both sides to any criminal or civil dispute. We are quite concerned that the cumulative impact of settlements like the Simpson Thacher agreement will damage the availability of robust legal representation for clients and matters seen as unpopular with the Trump administration. The reported terms of the Simpson Thacher agreement may seriously hinder your firm's ability to zealously advocate for your clients in matters that conflict with the administration's priorities, and thus also pose a threat of disbarment for your attorneys. Given that more agreements have been signed in recent weeks, the impact represents a very concrete and real threat to the rule of law and integrity of the judiciary.

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This memorandum was followed by a series of substantially identical Executive Orders—targeting Perkins Coie, Paul Weiss, Jenner & Block, and WilmerHale—that directed different parts of the federal government to carry out a series of much more expansive punitive actions against these firms and the attorneys they employ.² These punitive actions included:

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² See ADDRESSING RISK FROM PERKINS COIE LLP, Executive Order from President Donald J. Trump, Mar. 6, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-perkins-coie-llp/>; ADDRESSING RISKS FROM PAUL WEISS, Executive Order from President Donald J. Trump, Mar. 14, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-paul-weiss/>; ADDRESSING RISKS FROM JENNER & BLOCK, Executive Order from President Donald J. Trump, Mar. 25, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-jenner-block/>; ADDRESSING RISKS FROM WILMERHALE, Executive Order from President Donald J. Trump, Mar. 27, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-wilmerhale/>

- The suspension of any active security clearances held by employees of these firms;³
- A directive to require all government contractors to disclose any business they do with the targeted law firm and a separate directive to suspend all government contracts with any contractors doing business with the targeted law firm;⁴
- A directive to identify and terminate any government contracts with the targeted law firm;⁵
- Denying access to all federal government buildings, including the very courthouses where attorneys represent their clients, to employees of the targeted law firms;⁶
- Prohibiting federal employees from engaging with employees of the targeted law firms;⁷ and
- Prohibiting employees of the targeted law firm from being hired by the federal government.⁸

Three of these Executive Orders—the ones targeting Perkins Coie, Jenner & Block, and WilmerHale—have been enjoined by federal district courts.⁹ These Executive Orders have been blasted by outside observers and judges alike as “lawless,” “alarming,” “disturbing,” “clearly

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⁶ *Ibid.* (“The heads of all agencies shall, to the extent permitted by law, provide guidance limiting official access from Federal Government buildings to employees of [the targeted law firm] when such access would threaten the national security of or otherwise be inconsistent with the interests of the United States”).

⁷ *Ibid.* (“In addition, the heads of all agencies shall provide guidance limiting Government employees acting in their official capacity from engaging with [employees of the targeted law firm] to ensure consistency with the national security and other interests of the United States”).

⁸ *Ibid.* (“Agency officials shall, to the extent permitted by law, refrain from hiring employees of [the targeted law firm], absent a waiver from the head of the agency, made in consultation with the Director of the Office of Personnel Management, that such hire will not threaten the national security of the United States”).

⁹ See Katie Balevic and John L. Dornan, *Here’s Where All the Firms In The Trump-Big Law Fight Stand*, BUSINESS INSIDER, Mar. 29, 2025, available at <https://www.businessinsider.com/trump-big-law-fight-firms-legal-dilemma-2025-3>

retaliatory,” “a constitutional harm,” and a clear threat to the justice system at large.¹⁰

Law Firm Settlements with President Trump

On March 14, 2025, President Trump issued an Executive Order targeting Paul Weiss, which was substantially similar to the previous Executive Orders he had issued against law firms.¹¹ However, following a meeting between Mr. Brad Karp and President Trump in the Oval Office on March 20, 2025, President Trump issued a new Executive Order revoking his original March 14 Executive Order.¹² This new Executive Order specified that Paul Weiss had “agreed to a remarkable change of course,” which included acknowledging the “wrongdoing” of a former partner at the firm (who had previously led the New York state criminal prosecution of President Trump), a commitment to a “policy of political neutrality,” and “dedicating the equivalent of \$40 million in pro bono legal services during my term in office to support causes including assisting our Nation’s veterans, fairness in the justice system, and combating anti-Semitism; and other similar initiatives.”¹³

In the following weeks, President Trump and various news outlets announced that a number of other law firms—which were not targeted by Executive Orders—had agreed to terms largely similar to those announced in the Paul Weiss agreement with President Trump. The first of these was announced by President Trump in a March 28, 2025 social media post, in which he stated that he and the law firm Skadden, Arps, Slate, Meagher & Flom LLP (“Skadden”) had agreed to a series of actions to be taken by Skadden.¹⁴ According to President Trump, under the terms of this agreement, Skadden would “provide a total of at least \$100 Million Dollars in pro bono Legal Services, during the Trump administration and beyond, to causes that the President and Skadden both support... [and a] pro bono Committee will be constituted to ensure that pro bono matters are consistent with the objectives of the program.”¹⁵ While there was no express

¹⁰ See Lauren Toms, *Retired Bay Area Attorney Blasts Agreements Between Law Firms, Trump Administration*, CBS News, Apr. 17, 2025, available at <https://www.cbsnews.com/sanfrancisco/news/kerry-gough-retired-bay-area-attorney-blasts-agreements-law-firms-trump-administration/>; Carrie Johnson, *In Back-to-Back Rulings, Federal Judges Rule Against Trump Orders Targeting Law Firms*, NPR, Mar. 28, 2025, available at <https://www.npr.org/2025/03/28/g-s1-56890/law-firms-sue-trump>

¹¹ ADDRESSING RISKS FROM PAUL WEISS, Executive Order from President Donald J. Trump, Mar. 14, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-paul-weiss/>

¹² ADDRESSING REMEDIAL ACTION BY PAUL WEISS, Executive Order from President Donald J. Trump, Mar. 21, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-remedial-action-by-paul-weiss/>; Michael S. Schmidt, Matthew Goldstein, Jessica Silver-Greenberg, and Ben Protess, *How a Major Democratic Law Firm Ended Up Bowing to Trump*, N.Y. TIMES, Mar. 21, 2025, available at <https://www.nytimes.com/2025/03/21/us/politics/paul-weiss-trump.html>

¹³ ADDRESSING REMEDIAL ACTION BY PAUL WEISS, Executive Order from President Donald J. Trump, Mar. 21, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-remedial-action-by-paul-weiss/>

¹⁴ Donald J. Trump (@realDonaldTrump), Truth Social (Mar. 28, 2025, 1:57pm), <https://truthsocial.com/@realDonaldTrump/posts/114241348699704594>

¹⁵ *Ibid.*

statement to this effect, the agreement between Skadden and President Trump seems to have been struck specifically to cause Trump to refrain from issuing an Executive Order against Skadden similar to the ones he had issued against Paul Weiss, Perkins Coie, Jenner & Block, and WilmerHale.

The Skadden agreement was followed by a series of announcements of what appear to be settlements struck by law firms with President Trump that are substantially similar to the Skadden agreement.¹⁶ One of these agreements was with your firm, which agreed to settle on terms substantially equivalent to the Skadden agreement.¹⁷ Simpson Thacher agreed to provide \$125 million pro bono services for causes championed by President Trump and to make agreed changes to your diversity, equity, and inclusion policies.¹⁸

As with Skadden, none of these firms, including yours, were specifically targeted by an Executive Order from President Trump, and these agreements appear to have been struck with the goal of inducing President Trump to refrain from issuing any such Executive Order.

Potential Issues with Federal and State Law and Professional Conduct Responsibilities

President Trump's Executive Orders targeting law firms have been highly criticized by lawyers around the country, including many at your firm, as a form of coercion meant not only to threaten the actual named law firms, but also to intimidate and threaten other firms that may be considering taking on clients or matters that are seen by the President as adverse to his interests. President Trump has essentially intimated that these agreements are intended to create a chilling effect on litigation against executive actions, stating on April 8th that firms had given him over \$340 million in total commitments for pro bono work, classifying them as "damages" for prior actions taken by the firms.¹⁹ He went on to say:

¹⁶ These include an April 1 agreement with Willkie Farr for \$100 million in legal services (Jack Queen, Trevor Hunnicutt, & David Thomas, *Doug Emhoff's law firm Willkie Farr & Gallagher reaches deal with Trump*, REUTERS (Apr. 3, 2025), <https://www.reuters.com/world/us/trump-says-he-reached-settlement-deal-with-law-firm-willkie-farr-gallagher-2025-04-01/>); an April 2 agreement with Milbank for \$100 million in legal services (Donald J. Trump (@realDonaldTrump), Truth Social (Apr. 2, 2025, 2:05pm), <https://truthsocial.com/@realDonaldTrump/posts/114269692330126501>); and April 11 agreements between President Trump and Latham for \$125 million in legal services, Simpson for \$125 million in legal services, A&O Shearman for \$125 million in legal services, Kirkland for \$125 million, and Cadwalader for \$100 million in legal services (Chris Opfer and Justin Henry, *Five Major Law Firms Cut \$600 Million Dollar Deals with Trump*, Bloomberg Law (Apr. 12, 2025), <https://news.bloomberglaw.com/business-and-practice/five-major-law-firms-cut-600-million-deals-with-trump-1>).

¹⁷ *Ibid.*

¹⁸ Donald J. Trump (@realDonaldTrump), Truth Social (Apr. 11, 2025, 12:21pm), <https://x.com/TrumpDailyPosts/status/1910736651539661259>

¹⁹ Abigail Adcox and Amanda O'Brien, *'They Give Me A Lot of Money': Trump Nods to Law Firm Deals in Coal Event*, LAW.COM (Apr. 8, 2025), <https://www.law.com/americanlawyer/2025/04/08/they-give-me-a-lot-of-money-trump-nods-to-law-firm-deals-in-coal-event/>

Have you noticed lots of law firms have been signing up with Trump? [It's] 100 million dollars, another 100 million dollars for the damages they've done. . . [b]ut they give you a hundred million and announce, 'But we have done nothing wrong', and I agree they've done nothing wrong, but what the hell, they give me a lot of money, considering they've done nothing wrong.²⁰

While we do not know all of the particular facts about the circumstances of the Simpson Thacher agreement with President Trump, this agreement on the surface appears to have been struck in order to appease President Trump so that he would not issue an Executive Order targeting Simpson Thacher. If this is the case, Simpson Thacher's settlement raises a number of concerns, including potential violations of federal and state statutes, as well as several Rules of Professional Conduct, including the below:

Potential Federal Law Violations

1. **18 U.S.C. § 201(b)(1)**: The Simpson Thacher agreement could potentially implicate this federal anti-bribery statute, which prohibits anyone, under threat of both criminal and civil liability, from corruptly offering and promising something of value to public officials with the intent to influence their official acts.
2. **18 U.S.C. § 1951**: The Hobbs Act prohibits obstruction, delay, or affecting commerce by extortion under color of official right. By participating in this arrangement, performance under the Simpson Thacher agreement may be argued to constitute the aiding, abetting, and/or conspiracy with officials in the commission of these offenses, as established in precedents such as *United States v. Torcasio*, 959 F.2d 503, 505-506 (4th Cir. 1992); *United States v. Spitler*, 800 F.2d 1267, 1276-79 (4th Cir. 1986); and *United States v. Wright*, 797 F.2d 245 (5th Cir. 1986).
3. **18 U.S.C. §§ 1341/1343, 1346, 1349**: These statutes prohibit schemes to defraud the public of the honest services of public officials using mail and wire communications. The Simpson Thacher agreement may be argued to constitute such a scheme involving bribery, as defined by the Supreme Court in *Skilling v. United States*, 561 U.S. 358 (2010).
4. **18 U.S.C. § 1962**: The RICO statute prohibits participation in an enterprise engaged in a pattern of racketeering activity. It may be argued that the Simpson Thacher agreement, which involves Simpson Thacher, its partners, the President, and other executive officials may constitute an association-in-fact enterprise engaged in predicate offenses including bribery.

Potential State Law Violations

Simpson Thacher has a significant presence in New York City, with other offices in California, Texas, Washington, D.C., Massachusetts, as well as several international offices.

²⁰ *Ibid.*

Simpson Thacher's performance under the Simpson Thacher agreement may violate New York Penal Law § 200.03, which prohibits offering or agreeing to confer benefits valued over \$5,000 on a public servant with the understanding that such public servant's actions will be influenced thereby. There are presumably comparable laws in the other states in which Simpson Thacher has a significant presence.

Potential Ethics Violations

Simpson Thacher's actions may also raise numerous issues with the New York and Washington, D.C. Rules of Professional Conduct:

1. **Rules 8.4(b) and 8.4(d)**: These rules prohibit lawyers from engaging in illegal conduct that reflects adversely on their honesty, trustworthiness, or fitness as lawyers, and from engaging in conduct prejudicial to the administration of justice. As discussed *supra*, the Simpson Thacher agreement may violate a number of federal and state statutes.
2. **Rule 1.7(a)(2) (Rule 1.7(b)(4) in Washington, D.C.)**: This rule prohibits representation when there is a significant risk that representation will be materially limited by the lawyer's responsibilities to third parties or the lawyer's own interests. By committing to adopt administration hiring policies and provide pro bono services to administration-favored causes to avoid punitive executive action, continued performance under the Simpson Thacher agreement may implicate these conflict-of-interest provisions.
3. **Rule 5.6(b)**: This rule prohibits lawyers from "offering or making. . . an agreement in which a restriction on the lawyer's right to practice is part of the settlement of a client controversy." Through its agreement with the administration, Simpson Thacher may be viewed as restricting the right of its attorneys to take on certain matters disfavored by the President.

There are presumably comparable rules of professional conduct in other states in which Simpson Thacher has a significant presence. Moreover, there are larger issues raised as to how Simpson Thacher might zealously represent its clients in matters involving President Trump, his administration, or policies deemed important to him, when Simpson Thacher has demonstrated that it can be unduly influenced by the President and his priorities.

Questions for Simpson Thacher

To help us better understand the circumstances and details of the Simpson Thacher agreement and the broader impacts on our legal system this agreement may create, we kindly ask that you respond to the following questions within 14 days of receipt of this letter.

1. What were the motivations for entering into this agreement, how was an agreement reached, and what specific terms or promises were made?

2. In a Truth Social post, President Trump stated that Simpson Thacher agreed to “not engage in illegal DEI discrimination and preferences.”²¹
 - a. How does firm leadership define this commitment, and how was it negotiated?
 - b. What enforcement mechanisms, if any, were agreed to to ensure compliance with this provision?
3. The Skadden agreement with President Trump specified that the pro bono legal services would be provided only to “causes that the President . . . support[s]. . .” Did your agreement with President Trump include a similar provision?
 - a. Did you agree to cease representation of clients who might have claims against the government or whose interests are adverse to the President’s?
 - i. If so, what processes or parameters would be implemented to determine which causes are supported by President Trump?
 - ii. Under the terms of this agreement, will Simpson Thacher be in regular contact with the President and his staff regarding each pro bono case?
4. The Skadden agreement also called for the creation of a “pro bono Committee. . . to ensure that pro bono matters are consistent with the objectives of the program.” Did the Simpson Thacher agreement include a similar provision?
 - a. If so, what criteria, if any, were agreed to that would govern the creation, membership and operation of this Committee?
 - b. What criteria, if any, were agreed to that would ensure that pro bono matters taken on under this agreement would satisfy “the objectives of the program?”
 - c. To what degree would the President or members of his administration be involved with this Committee and determining whether Simpson Thacher was complying with the terms of this agreement?
5. Many outside observers have described Skadden’s agreement as “capitulation” to President Trump’s political agenda of trying to attack law firms whose singular offense is that they represented clients and causes that President Trump views unfavorably.²² Given this dynamic, what prophylactic measures, if any, have your firm put in place to ensure that it can effectively and ethically represent clients in actions involving the Trump administration or private actors supported by the President and his political allies?
6. Outside observers have also stated that these agreements represent a “Sword of Damocles,” with a risk that the administration will again threaten to target firms with Executive Orders if they do not again yield to the President’s demands.²³ What mechanisms, if any, are present in the Simpson Thacher agreement to ensure that the administration will not be able to require more from the firm beyond the provisions

²¹ Donald J. Trump (@realDonaldTrump), Truth Social (Apr. 11, 2025, 12:21pm), <https://x.com/TrumpDailyPosts/status/1910736651539661259>

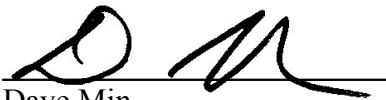
²² See, e.g., John W. Kecker et al., *Our Law Firm Won’t Cave to Trump. Who Will Join Us?*, N.Y. TIMES, Mar. 30, 2025.

²³ See, e.g. Gregory J. Wallace, *Law firms that settle with Trump have a Sword of Damocles over their heads*, The Hill, 04/08/25 11:30 AM ET.

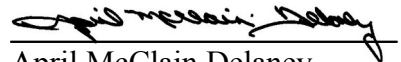
currently in place?

As members of the United States House of Representatives, we took an oath to uphold the Constitution and laws of the United States. Many of the signatories to this letter are lawyers, and several of us have worked at major law firms. We have deep respect for the long tradition that your firm carries, and we urge you to reconsider your decision— one which we can sympathize with but which we think is a clear mistake— to seemingly capitulate to clear abuse of the law by the Trump administration. We do not wish to prematurely judge or assess guilt. Our aim however, is to gather comprehensive information with respect to the formation and implementation of the Simpson Thacher agreement and resulting legal and ethical quandaries. We look forward to your timely response by May 8, 2025.

Sincerely,



Dave Min
Member of Congress



April McClain Delaney
Member of Congress



Yassamin Ansari
Member of Congress



Sean Casten
Member of Congress



Rashida Tlaib
Member of Congress



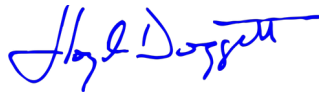
Susie Lee
Member of Congress



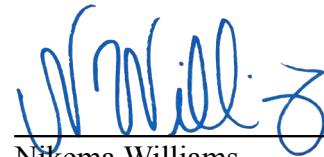
Shri Thanedar
Member of Congress



Nanette Diaz Barragan
Member of Congress




Lloyd Doggett
Member of Congress



Nikema Williams
Member of Congress



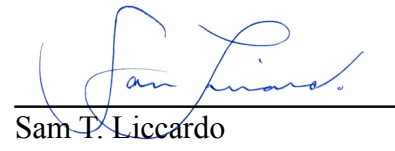
Maxine Dexter
Member of Congress



Henry C. "Hank" Johnson, Jr.
Member of Congress



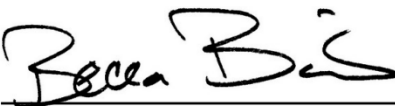
Sylvia R. Garcia
Member of Congress



Sam T. Liccardo
Member of Congress



Frank Pallone, Jr.
Member of Congress



Becca Balint
Member of Congress

Congress of the United States

Washington, DC 20515

April 24, 2025

Mr. Patrick T. Quinn
Managing Partner
Cadwalader, Wickersham & Taft LLP
200 Liberty St.
New York, NY 10281

Re: Cadwalader, Wickersham & Taft LLP Agreement with the Trump Administration

Dear Mr. Quinn:

We, the undersigned members of Congress, are writing to express our significant concerns regarding recent press reports claiming that your law firm, Cadwalader, Wickersham & Taft LLP (“Cadwalader”), agreed to provide \$100 million in pro bono legal services to causes championed by President Donald Trump in exchange for President Trump’s refraining from issuing an Executive Order targeting Cadwalader (the “Cadwalader agreement”). The Cadwalader agreement is one of a number of deals allegedly struck between major national law firms and the Trump administration. We are sympathetic to the circumstances in which your firm finds itself, with the Administration using coercive and illegal measures to target certain law firms and threaten their ability to represent and retain their clients.

We urge you to disavow the Cadwalader agreement, as we believe it is clear that continued performance under the Cadwalader agreement (1) is unenforceable under contracts law; (2) would have enormous negative impacts on the legal system; (3) could potentially expose your firm and its attorneys to civil and criminal liability under state and federal law; and (4) creates potentially irresolvable violations of applicable Rules of Professional Conduct with respect to conflicts of interest and limiting an attorney’s future practice of law.

It is a well settled principle of contracts law that illegal terms are unenforceable, and we believe that the terms of the Cadwalader agreement may violate several state and federal criminal laws, as described below. We also believe that the agreement may have been formed under the threat of illegal and coercive acts and is therefore unenforceable under the doctrine of duress. Further, the imposition of numerous conflicts of interest between the terms of the agreement and your current and future potential clients raise significant ethical concerns and possible violations of applicable rules of professional responsibility. Given these concerns, your firm has several grounds upon which to disavow and pause the Cadwalader agreement.

We also urge you to consider the chilling effect that the Cadwalader agreement may have on the availability of legal services for those clients and matters targeted by the Trump administration. By entering into an agreement that appears to be in response to the threat of illegal economic coercion against your firm from the Trump administration, your firm is not simply agreeing to provide certain pro bono services or end certain personnel hiring and retention practices. Agreements of this kind also signal acquiescence to an abuse of federal power, raising serious questions about how or whether your firm would represent clients or take on matters that might be seen as antagonistic to President Trump or his agenda.

Adversarial representation is the foundation of our legal system, which relies on vigorous and unconstrained representation of both sides to any criminal or civil dispute. We are quite concerned that the cumulative impact of settlements like the Cadwalader agreement will damage the availability of robust legal representation for clients and matters seen as unpopular with the Trump administration. The reported terms of the Cadwalader agreement may seriously hinder your firm's ability to zealously advocate for your clients in matters that conflict with the administration's priorities, and thus also pose a threat of disbarment for your attorneys. Given that more agreements have been signed in recent weeks, the impact represents a very concrete and real threat to the rule of law and integrity of the judiciary.

Executive Orders Targeting Law Firms

The April 11th agreement between your firm and President Trump followed a series of memoranda issued by the President targeting major law firms. The first such memorandum was issued on February 25, 2025, and ordered the suspension of security clearances for employees of the law firm Covington & Burling who had assisted former Special Counsel Jack Smith and directed agencies to terminate contracts with the firm.¹

This memorandum was followed by a series of substantially identical Executive Orders—targeting Perkins Coie, Paul Weiss, Jenner & Block, and WilmerHale—that directed different parts of the federal government to carry out a series of much more expansive punitive actions against these firms and the attorneys they employ.² These punitive actions included:

¹ See SUSPENSION OF SECURITY CLEARANCES AND EVALUATION OF GOVERNMENT CONTRACTS, Executive Order from President Donald J. Trump, Feb. 25, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/02/suspension-of-security-clearances-and-evaluation-of-government-contracts/>

² See ADDRESSING RISK FROM PERKINS COIE LLP, Executive Order from President Donald J. Trump, Mar. 6, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-perkins-coie-llp/>; ADDRESSING RISKS FROM PAUL WEISS, Executive Order from President Donald J. Trump, Mar. 14, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-paul-weiss/>; ADDRESSING RISKS FROM JENNER & BLOCK, Executive Order from President Donald J. Trump, Mar. 25, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-jenner-block/>; ADDRESSING RISKS FROM WILMERHALE, Executive Order from President Donald J. Trump, Mar. 27, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-wilmerhale/>

- The suspension of any active security clearances held by employees of these firms;³
- A directive to require all government contractors to disclose any business they do with the targeted law firm and a separate directive to suspend all government contracts with any contractors doing business with the targeted law firm;⁴
- A directive to identify and terminate any government contracts with the targeted law firm;⁵
- Denying access to all federal government buildings, including the very courthouses where attorneys represent their clients, to employees of the targeted law firms;⁶
- Prohibiting federal employees from engaging with employees of the targeted law firms;⁷ and
- Prohibiting employees of the targeted law firm from being hired by the federal government.⁸

Three of these Executive Orders—the ones targeting Perkins Coie, Jenner & Block, and WilmerHale—have been enjoined by federal district courts.⁹ These Executive Orders have been blasted by outside observers and judges alike as “lawless,” “alarming,” “disturbing,” “clearly retaliatory,” “a constitutional harm,” and a clear threat to the justice system at large.¹⁰

³ *Ibid.* (“The Attorney General, the Director of National Intelligence, and all other relevant heads of executive departments and agencies shall immediately take steps consistent with applicable law to suspend any active security clearances held by individuals [at the targeted law firm]”).

⁴ *Ibid.* (“Government contracting agencies shall, to the extent permissible by law, require Government contractors to disclose any business they do” with the targeted law firm; “[t]he heads of all agencies shall review all contracts with... entities that disclose doing business with [the targeted law firm]; “[t]o the extent permitted by law, the heads of agencies shall... take appropriate steps to terminate any contract...””).

⁵ *Ibid.* (“The heads of all agencies shall review all contracts with [the targeted law firm]... [t]o the extent permitted by law, the heads of agencies shall... take appropriate steps to terminate any contract, to the maximum extent permitted by applicable law... for which [the targeted law firm] has been hired to perform any service”).

⁶ *Ibid.* (“The heads of all agencies shall, to the extent permitted by law, provide guidance limiting official access from Federal Government buildings to employees of [the targeted law firm] when such access would threaten the national security of or otherwise be inconsistent with the interests of the United States”).

⁷ *Ibid.* (“In addition, the heads of all agencies shall provide guidance limiting Government employees acting in their official capacity from engaging with [employees of the targeted law firm] to ensure consistency with the national security and other interests of the United States”).

⁸ *Ibid.* (“Agency officials shall, to the extent permitted by law, refrain from hiring employees of [the targeted law firm], absent a waiver from the head of the agency, made in consultation with the Director of the Office of Personnel Management, that such hire will not threaten the national security of the United States”).

⁹ See Katie Balevic and John L. Dornan, *Here’s Where All the Firms In The Trump-Big Law Fight Stand*, BUSINESS INSIDER, Mar. 29, 2025, available at <https://www.businessinsider.com/trump-big-law-fight-firms-legal-dilemma-2025-3>

¹⁰ See Lauren Toms, *Retired Bay Area Attorney Blasts Agreements Between Law Firms, Trump Administration*, CBS News, Apr. 17, 2025, available at <https://www.cbsnews.com/sanfrancisco/news/kerry-gough-retired-bay-area-attorney-blasts-agreements-law-firms-trump-administration/>; Carrie Johnson, *In Back-to-Back Rulings, Federal Judges Rule Against Trump Orders Targeting Law Firms*, NPR, Mar. 28, 2025, available at

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On March 14, 2025, President Trump issued an Executive Order targeting Paul Weiss, which was substantially similar to the previous Executive Orders he had issued against law firms.¹¹ However, following a meeting between Mr. Brad Karp and President Trump in the Oval Office on March 20, 2025, President Trump issued a new Executive Order revoking his original March 14 Executive Order.¹² This new Executive Order specified that Paul Weiss had “agreed to a remarkable change of course,” which included acknowledging the “wrongdoing” of a former partner at the firm (who had previously led the New York state criminal prosecution of President Trump), a commitment to a “policy of political neutrality,” and “dedicating the equivalent of \$40 million in pro bono legal services during my term in office to support causes including assisting our Nation’s veterans, fairness in the justice system, and combating anti-Semitism; and other similar initiatives.”¹³

In the following weeks, President Trump and various news outlets announced that a number of other law firms—which were not targeted by Executive Orders—had agreed to terms largely similar to those announced in the Paul Weiss agreement with President Trump. The first of these was announced by President Trump in a March 28, 2025 social media post, in which he stated that he and the law firm Skadden, Arps, Slate, Meagher & Flom LLP (“Skadden”) had agreed to a series of actions to be taken by Skadden.¹⁴ According to President Trump, under the terms of this agreement, Skadden would “provide a total of at least \$100 Million Dollars in pro bono Legal Services, during the Trump administration and beyond, to causes that the President and Skadden both support... [and a] pro bono Committee will be constituted to ensure that pro bono matters are consistent with the objectives of the program.”¹⁵ While there was no express statement to this effect, the agreement between Skadden and President Trump seems to have been struck specifically to cause Trump to refrain from issuing an Executive Order against Skadden similar to the ones he had issued against Paul Weiss, Perkins Coie, Jenner & Block, and WilmerHale.

<https://www.npr.org/2025/03/28/g-s1-56890/law-firms-sue-trump>

¹¹ ADDRESSING RISKS FROM PAUL WEISS, Executive Order from President Donald J. Trump, Mar. 14, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-risks-from-paul-weiss/>

¹² ADDRESSING REMEDIAL ACTION BY PAUL WEISS, Executive Order from President Donald J. Trump, Mar. 21, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-remedial-action-by-paul-weiss/>; Michael S. Schmidt, Matthew Goldstein, Jessica Silver-Greenberg, and Ben Protess, *How a Major Democratic Law Firm Ended Up Bowing to Trump*, N.Y. TIMES, Mar. 21, 2025, available at <https://www.nytimes.com/2025/03/21/us/politics/paul-weiss-trump.html>

¹³ ADDRESSING REMEDIAL ACTION BY PAUL WEISS, Executive Order from President Donald J. Trump, Mar. 21, 2025, available at <https://www.whitehouse.gov/presidential-actions/2025/03/addressing-remedial-action-by-paul-weiss/>

¹⁴ Donald J. Trump (@realDonaldTrump), Truth Social (Mar. 28, 2025, 1:57pm), <https://truthsocial.com/@realDonaldTrump/posts/114241348699704594>

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Potential Issues with Federal and State Law and Professional Conduct Responsibilities

President Trump's Executive Orders targeting law firms have been highly criticized by lawyers around the country, including many at your firm, as a form of coercion meant not only to threaten the actual named law firms, but also to intimidate and threaten other firms that may be considering taking on clients or matters that are seen by the President as adverse to his interests. President Trump has essentially intimated that these agreements are intended to create a chilling effect on litigation against executive actions, stating on April 8th that firms had given him over \$340 million in total commitments for pro bono work, classifying them as "damages" for prior actions taken by the firms.¹⁹ He went on to say:

Have you noticed lots of law firms have been signing up with Trump? [It's] 100 million dollars, another 100 million dollars for the damages they've done. . . [b]ut they give you a hundred million and announce, 'But we have done nothing

¹⁶ These include an April 1 agreement with Willkie Farr for \$100 million in legal services (Jack Queen, Trevor Hunnicutt, & David Thomas, *Doug Emhoff's law firm Willkie Farr & Gallagher reaches deal with Trump*, REUTERS (Apr. 3, 2025), <https://www.reuters.com/world/us/trump-says-he-reached-settlement-deal-with-law-firm-willkie-farr-gallagher-2025-04-01/>); an April 2 agreement with Milbank for \$100 million in legal services (Donald J. Trump (@realDonaldTrump), Truth Social (Apr. 2, 2025, 2:05pm), <https://truthsocial.com/@realDonaldTrump/posts/114269692330126501>); and April 11 agreements between President Trump and Latham for \$125 million in legal services, Simpson for \$125 million in legal services, A&O Shearman for \$125 million in legal services, Kirkland for \$125 million, and Cadwalader for \$100 million in legal services (Chris Opfer and Justin Henry, *Five Major Law Firms Cut \$600 Million Dollar Deals with Trump*, Bloomberg Law (Apr. 12, 2025), <https://news.bloomberglaw.com/business-and-practice/five-major-law-firms-cut-600-million-deals-with-trump-1>).

¹⁷ *Ibid.*

¹⁸ Donald J. Trump (@realDonaldTrump), Truth Social (Apr. 11, 2025, 12:21pm), <https://x.com/TrumpDailyPosts/status/1910736651539661259>

¹⁹ Abigail Adcox and Amanda O'Brien, *'They Give Me A Lot of Money': Trump Nods to Law Firm Deals in Coal Event*, LAW.COM (Apr. 8, 2025), <https://www.law.com/americanlawyer/2025/04/08/they-give-me-a-lot-of-money-trump-nods-to-law-firm-deals-in-coal-event/>

wrong’, and I agree they’ve done nothing wrong, but what the hell, they give me a lot of money, considering they’ve done nothing wrong.²⁰

While we do not know all of the particular facts about the circumstances of the Cadwalader agreement with President Trump, this agreement on the surface appears to have been struck in order to appease President Trump so that he would not issue an Executive Order targeting Cadwalader. If this is the case, Cadwalader’s settlement raises a number of concerns, including potential violations of federal and state statutes, as well as several Rules of Professional Conduct, including the below:

Potential Federal Law Violations

1. **18 U.S.C. § 201(b)(1)**: The Cadwalader agreement could potentially implicate this federal anti-bribery statute, which prohibits anyone, under threat of both criminal and civil liability, from corruptly offering and promising something of value to public officials with the intent to influence their official acts.
2. **18 U.S.C. § 1951**: The Hobbs Act prohibits obstruction, delay, or affecting commerce by extortion under color of official right. By participating in this arrangement, performance under the Cadwalader agreement may be argued to constitute the aiding, abetting, and/or conspiracy with officials in the commission of these offenses, as established in precedents such as *United States v. Torcasio*, 959 F.2d 503, 505-506 (4th Cir. 1992); *United States v. Spitler*, 800 F.2d 1267, 1276-79 (4th Cir. 1986); and *United States v. Wright*, 797 F.2d 245 (5th Cir. 1986).
3. **18 U.S.C. §§ 1341/1343, 1346, 1349**: These statutes prohibit schemes to defraud the public of the honest services of public officials using mail and wire communications. The Cadwalader agreement may be argued to constitute such a scheme involving bribery, as defined by the Supreme Court in *Skilling v. United States*, 561 U.S. 358 (2010).
4. **18 U.S.C. § 1962**: The RICO statute prohibits participation in an enterprise engaged in a pattern of racketeering activity. It may be argued that the Cadwalader agreement, which involves Cadwalader, its partners, the President, and other executive officials may constitute an association-in-fact enterprise engaged in predicate offenses including bribery.

Potential State Law Violations

Cadwalader has a significant presence in New York City, with other offices in Washington, D.C. and North Carolina, as well as several international offices. Cadwalader’s performance under the Cadwalader agreement may violate New York Penal Law § 200.03, which prohibits offering or agreeing to confer benefits valued over \$5,000 on a public servant with the

²⁰ *Ibid.*

understanding that such public servant's actions will be influenced thereby. There are presumably comparable laws in the other states in which Cadwalader has a significant presence.

Potential Ethics Violations

Cadwalader's actions may also raise numerous issues with the New York and Washington, D.C. Rules of Professional Conduct:

1. **Rules 8.4(b) and 8.4(d)**: These rules prohibit lawyers from engaging in illegal conduct that reflects adversely on their honesty, trustworthiness, or fitness as lawyers, and from engaging in conduct prejudicial to the administration of justice. As discussed *supra*, the Cadwalader agreement may violate a number of federal and state statutes.
2. **Rule 1.7(a)(2) (Rule 1.7(b)(4) in Washington, D.C.)**: This rule prohibits representation when there is a significant risk that representation will be materially limited by the lawyer's responsibilities to third parties or the lawyer's own interests. By committing to adopt administration hiring policies and provide pro bono services to administration-favored causes to avoid punitive executive action, continued performance under the Cadwalader agreement may implicate these conflict-of-interest provisions.
3. **Rule 5.6(b)**: This rule prohibits lawyers from "offering or making. . . an agreement in which a restriction on the lawyer's right to practice is part of the settlement of a client controversy." Through its agreement with the administration, Cadwalader may be viewed as restricting the right of its attorneys to take on certain matters disfavored by the President.

There are presumably comparable rules of professional conduct in other states in which Cadwalader has a significant presence. Moreover, there are larger issues raised as to how Cadwalader might zealously represent its clients in matters involving President Trump, his administration, or policies deemed important to him, when Cadwalader has demonstrated that it can be unduly influenced by the President and his priorities.

Questions for Cadwalader

To help us better understand the circumstances and details of the Cadwalader agreement and the broader impacts on our legal system this agreement may create, we kindly ask that you respond to the following questions within 14 days of receipt of this letter.

1. What were the motivations for entering into this agreement, how was an agreement reached, and what specific terms or promises were made?

2. In a Truth Social post, President Trump stated that Cadwalader agreed to “not engage in illegal DEI discrimination and preferences.”²¹
 - a. How does firm leadership define this commitment, and how was it negotiated?
 - b. What enforcement mechanisms, if any, were agreed to to ensure compliance with this provision?
3. The Skadden agreement with President Trump specified that the pro bono legal services would be provided only to “causes that the President . . . support[s]. . .” Did your agreement with President Trump include a similar provision?
 - a. Did you agree to cease representation of clients who might have claims against the government or whose interests are adverse to the President’s?
 - i. If so, what processes or parameters would be implemented to determine which causes are supported by President Trump?
 - ii. Under the terms of this agreement, will Cadwalader be in regular contact with the President and his staff regarding each pro bono case?
4. The Skadden agreement also called for the creation of a “pro bono Committee. . . to ensure that pro bono matters are consistent with the objectives of the program.” Did the Cadwalader agreement include a similar provision?
 - a. If so, what criteria, if any, were agreed to that would govern the creation, membership and operation of this Committee?
 - b. What criteria, if any, were agreed to that would ensure that pro bono matters taken on under this agreement would satisfy “the objectives of the program?”
 - c. To what degree would the President or members of his administration be involved with this Committee and determining whether Cadwalader was complying with the terms of this agreement?
5. Many outside observers have described Skadden’s agreement as “capitulation” to President Trump’s political agenda of trying to attack law firms whose singular offense is that they represented clients and causes that President Trump views unfavorably.²² Given this dynamic, what prophylactic measures, if any, have your firm put in place to ensure that it can effectively and ethically represent clients in actions involving the Trump administration or private actors supported by the President and his political allies?
6. Outside observers have also stated that these agreements represent a “Sword of Damocles,” with a risk that the administration will again threaten to target firms with Executive Orders if they do not again yield to the President’s demands.²³ What mechanisms, if any, are present in the Cadwalader agreement to ensure that the administration will not be able to require more from the firm beyond the provisions

²¹ Donald J. Trump (@realDonaldTrump), Truth Social (Apr. 11, 2025, 12:21pm), <https://x.com/TrumpDailyPosts/status/1910736651539661259>

²² See, e.g., John W. Kecker et al., *Our Law Firm Won’t Cave to Trump. Who Will Join Us?*, N.Y. TIMES, Mar. 30, 2025.

²³ See, e.g. Gregory J. Wallace, *Law firms that settle with Trump have a Sword of Damocles over their heads*, The Hill, 04/08/25 11:30 AM ET.

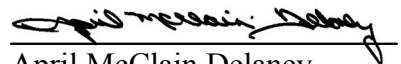
currently in place?

As members of the United States House of Representatives, we took an oath to uphold the Constitution and laws of the United States. Many of the signatories to this letter are lawyers, and several of us have worked at major law firms. We have deep respect for the long tradition that your firm carries, and we urge you to reconsider your decision— one which we can sympathize with but which we think is a clear mistake— to seemingly capitulate to clear abuse of the law by the Trump administration. We do not wish to prematurely judge or assess guilt. Our aim however, is to gather comprehensive information with respect to the formation and implementation of the Cadwalader agreement and resulting legal and ethical quandaries. We look forward to your timely response by May 8, 2025.

Sincerely,



Dave Min
Member of Congress



April McClain Delaney
Member of Congress



Yassamin Ansari
Member of Congress



Sean Casten
Member of Congress



Rashida Tlaib
Member of Congress



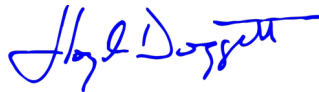
Susie Lee
Member of Congress



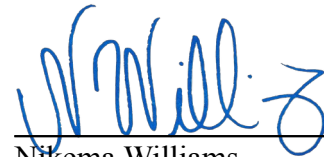
Shri Thanedar
Member of Congress




Nanette Diaz Barragan
Member of Congress



Lloyd Doggett
Member of Congress



Nikema Williams
Member of Congress



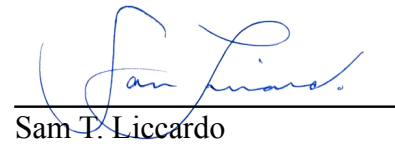
Maxine Dexter
Member of Congress



Henry C. "Hank" Johnson, Jr.
Member of Congress



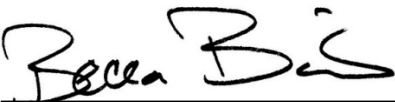
Sylvia R. Garcia
Member of Congress



Sam T. Liccardo
Member of Congress



Frank Pallone, Jr.
Member of Congress



Becca Balint
Member of Congress