

**INTEROFFICE COMMUNICATION
OFFICE OF CORPORATION COUNSEL**

DATE: October 2, 2017

TO: Theodore Lipscomb Sr., Chairman, County Board of Supervisors

FROM: Colleen A. Foley, Deputy Corporation Counsel

SUBJECT: Contract amendment for Winston & Strawn, LLP relating to *Jane Doe v. Milwaukee County; Orłowski v. Milwaukee County; Estate of James Perry v. Wenzel, et al.*

It is requested that this matter be referred to the Committee on Finance and Audit for passive review of a contract amendment. Pursuant to §59.52(31)(b)(1), Wis. Stats., the Office of Corporation Counsel will sign a contract amendment, authorizing an additional sum of \$200,000 for a total contract sum of \$295,000. The amendment will take effect unless the Committee takes action to reject or affirm it within 14 days after the contract is signed or countersigned by the county executive.

In September 2017, the County entered into a contract with Winston & Strawn, LLP to serve as counsel in the merits and insurance coverage issues in *Jane Doe v. Milwaukee County*, Case No. 14CV200. Since entering into this contract, the court in the Eastern District of Wisconsin has issued a ruling denying the County's motion to vacate the *Jane Doe* jury verdict regarding scope of employment as well as its request to file cross claims as to insurance coverage. Therefore, appellate claims on both issues are now ripe for consideration and require further work.

Additionally, the 7th Circuit Court of Appeals reversed two other cases, with remand back to the trial court in the matters of *Orłowski v. Milwaukee County*, Case No. 13C994 and *Estate of James Perry v. Wenzel, et al.*, Case No. 12C664. Both matters require assessment regarding further appellate work on qualified immunity issues. It is therefore requested that the scope of work of the original contract be amended accordingly.

These costs will be funded from Org. Unit 1961, the Litigation Reserve.

c: Raisa Koltun, Kelly Bablitch, Erica Hayden, Shanin Brown