

Congress of the United States
Washington, DC 20515

October 15, 2026

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

Dear Mr. Ballis:

We write for the sixth time regarding Kirkland & Ellis LLP's (Kirkland) decision to preemptively surrender to President Donald Trump and enter into a legally dubious settlement agreement with the Trump Administration. We have repeatedly requested information and documents about Kirkland's conduct, including with respect to: (1) Kirkland's attempts to poach attorneys from a rival law firm that was being extorted by the Trump Administration;¹ (2) Kirkland's contacts with President Trump's personal legal fixer, Boris Epshteyn;² (3) Kirkland's commitment to perform \$125 million in pro bono legal services that align with President Trump's political agenda;³ and, (4) Kirkland's seemingly unlawful provision of legal services to the U.S. Department of Commerce.⁴

To date, Kirkland has not cooperated with our legitimate oversight requests. Your firm has failed to produce a single responsive document and has refused to meet with congressional staff. Instead, Kirkland has devoted its time to compiling a laundry list of legally specious claims

¹ Letter from The Hon. Richard Blumenthal, Ranking Member, S. Permanent Subcomm. on Investigations, and The Hon. Jamie Raskin, Ranking Member, H. Comm. on the Judiciary, to Mr. Jon A. Ballis, Kirkland & Ellis (Apr. 6, 2025), <https://democrats-judiciary.house.gov/sites/evo-subsites/democrats-judiciary.house.gov/files/evo-media-document/2025-04-06-blumenthal-raskin-to-ballis-kirkland-ellis-8.pdf>.

² Letter from The Hon. Richard Blumenthal, Ranking Member, S. Permanent Subcomm. on Investigations, and The Hon. Jamie Raskin, Ranking Member, H. Comm. on the Judiciary, to Mr. Jon A. Ballis, Kirkland & Ellis (Apr. 18, 2025). <https://democrats-judiciary.house.gov/sites/evo-subsites/democrats-judiciary.house.gov/files/evo-media-document/2025-4-18-blumenthal-raskin-letter-to-ke.pdf>.

³ Letter from The Hon. Richard Blumenthal, Ranking Member, S. Permanent Subcomm. on Investigations, The Hon. Jamie Raskin, Ranking Member, H. Comm. on the Judiciary, and The Hon. Adam B. Schiff, United States Senator, to Mr. Jon A. Ballis, Kirkland & Ellis (Sept. 24, 2025), <https://democrats-judiciary.house.gov/sites/evo-subsites/democrats-judiciary.house.gov/files/evo-media-document/2025-9-24-letter-from-sen-blumenthal-congressman-raskin-sen-schiff-to-kirkland-ellis.pdf>.

⁴ Letter from The Hon. Richard Blumenthal, Ranking Member, S. Permanent Subcomm. on Investigations, The Hon. Jamie Raskin, Ranking Member, H. Comm. on the Judiciary, and The Hon. Adam B. Schiff, United States Senator, to Mr. Jon A. Ballis, Kirkland & Ellis (Mar. 2, 2026), <https://democrats-judiciary.house.gov/sites/evo-subsites/democrats-judiciary.house.gov/files/evo-media-document/letter-to-kirkland-ellis.pdf>.

of privilege. Notwithstanding Kirkland's lack of cooperation, we will use every tool at our disposal to pursue this investigation—in this Congress and the next.

To comprehensively rein in presidential abuses of power through legislative actions, Congress and the American people must learn the full circumstances and nature of Kirkland's indefensible submission to an out-of-control executive. Why did Kirkland enter into this agreement? What was promised and by whom? And how did the President's coercion work in practice? Against that backdrop, we address your counsel's latest response to our congressional staff, dated May 28, 2026, which raises a multitude of vague, contradictory, and legally unsound objections.⁵

I. Attorney-Client Privilege

In the May 28 response, Kirkland objects to responding to our requests for records concerning your *pro bono* engagements and the provision of other free legal services, contending that it would “reveal client confidences, privileged communications, and attorney work product.”⁶ Relying on a Third Circuit decision, *United States v. Liebman*, you argue the privilege extends to our requests because the documents “would convey the substance of attorney-client communications.”⁷ As an initial matter, in the context of a congressional investigation, Congress is not obligated to recognize common law privileges, has never formally done so, and no court has ever held to the contrary.⁸ But Kirkland's position is also plainly inaccurate. Although Kirkland fails to specify which of our requests implicate the attorney-client privilege, even a cursory examination of our requests makes it readily apparent that no such privilege is implicated.

By way of example, we previously requested a list of pro bono matters that Kirkland has undertaken for the U.S. government, non-governmental clients who have been offered pro bono services pursuant to Kirkland's agreement with President Trump, and a dollar value of the pro bono services rendered. We similarly requested a list of the federal agencies that Kirkland has performed work for, the number of hours spent working for those agencies, and the billable value of those hours.

These requests simply do not implicate any applicable privilege. As Kirkland should know—because it is in the very case that you cited—“It is well established that ‘absent unusual

⁵ Email from Mr. W. Neil Eggleston, Kirkland & Ellis LLP, to The Hon. Richard Blumenthal, Ranking Member, S. Permanent Subcomm. on Investigations, The Hon. Jamie Raskin, Ranking Member, H. Comm. on the Judiciary, and The Hon. Adam B. Schiff, United States Senator (May 28, 2026) (hereinafter May 28 Kirkland Response).

⁶ *Id.*

⁷ *Id.*; see *United States v. Liebman*, 742 F.2d 807, 809-10 (3d Cir. 1984).

⁸ Kirkland cites *Trump v. Mazars USA, LLP* to support its privilege claims, contending, “[r]ecipients of congressional subpoenas . . . have long been understood to retain common law and constitutional privileges with respect to certain materials, such as the attorney-client privilege and government communications protected by executive privilege.” 591 U.S. 848, 863 (2020). However, as legal scholars have recognized, there is a “strong argument that the Chief Justice's line in *Mazars* is simply irrelevant, inaccurate, and non-binding dictum.” David Rapallo, *House Rules: Congress and the Attorney-Client Privilege*, 100 Wash. U. L. Rev. 455, 506 (2022).

circumstances the identity of the client does not come within the attorney-client privilege.”⁹ As the *Liebman* case and others demonstrate, the attorney-client privilege does not apply to legal requests—including our requests—that “merely request[] the names of clients who paid fees.”¹⁰ Nor does the attorney-client privilege prohibit disclosures quantifying the “amount of a fee,”¹¹ or “general information about the nature of the services performed.”¹²

Accordingly, please comply with the oversight requests reflected in our prior letters no later than October 29, 2026, including, but not limited to, the following:

- ***April 18, 2025, letter:*** A detailed description of all requests for pro bono services you have received from the White House or any executive branch agency since entering into an agreement with the White House, including the nature of such request, the identity of the individual requesting the services, and the services your firm has agreed to provide.
- ***September 24, 2025, letter:*** A list of the number of hours that Kirkland has contributed to the Commerce Department or the U.S. Government to date.
- ***March 2, 2026, letter:*** A list of all federal agencies that Kirkland has performed work for, the number of hours spent working for those agencies, and the billable value of those hours.

II. Executive Privilege

In Kirkland’s May 28 response, you contend that Kirkland cannot respond to our requests because they “seek documents related to negotiations conducted on behalf of the President,” arguing, “executive privilege requires an opportunity for the President to assess whether to assert privilege over any of the materials sought and to intervene as necessary.”¹³ Once again, that is incorrect. In support of this radical expansion of the executive privilege, Kirkland relies entirely on a statement issued by a *minority* of D.C. Circuit judges in denying a motion for rehearing en banc.¹⁴ As you well know, that statement has no precedential value and provides no legal basis for withholding documents that Congress has identified as critical to its legislative function.

Your response also obscures the more fundamental issue with Kirkland’s assertion—the firm was primarily negotiating with someone *outside* the Trump Administration. It was dealing

⁹ See *United States v. Liebman*, 742 F.2d at 810 (quoting *Gannet v. First National State Bank of New Jersey*, 546 F.2d 1072, 1073 n. 4 (3d Cir. 1976)). *Liebman* further specifies that unusual circumstances are limited to instances where “the substance of a disclosure has been revealed but not its source.” *Id.*

¹⁰ *Id.*

¹¹ *Clarke v. Am. Commerce Nat’l Bank*, 974 F.2d 127, 129 (9th Cir. 1992).

¹² *United States v. Legal Servs.*, 100 F. Supp. 2d 42, 45 (D.D.C. 2000).

¹³ May 28 Kirkland Response.

¹⁴ See *In re Search of Info. Stored at Premises Controlled by Twitter, Inc.*, No. 23-5044, 2024 WL 158766, at *1, *4 (D.C. Cir. Jan. 16, 2024).

with Donald Trump’s personal lawyer, Boris Epshteyn, whom Trump Administration officials have identified as leveraging his proximity to the President to orchestrate multiple “pay-to-play” schemes.¹⁵ No court has held that the presidential communications component of executive privilege extends to communications with private advisors. But Kirkland’s assertion goes even beyond that farfetched claim, arguing that because someone *might* advise the President, all of Kirkland’s communications with that advisor similarly implicate executive privilege. Kirkland’s theory could functionally exempt any communication by drawing a line, however attenuated, to a President’s advisor—irrationally expanding a narrow privilege. Such a transformation is clearly unworkable, unsupported by any legal precedent, and raised either in error or in bad faith.

The same holds for our request for a list of Trump Administration officials that Kirkland communicated with involving these matters. This narrow request did not seek the disclosure of the content of the President’s communications—or for that matter, the disclosure of any government official’s communications—and cannot implicate any executive privilege.¹⁶ To be clear, Kirkland’s communications with government officials would, almost entirely, not be subject to executive privilege. But here, our requests do not even implicate those communications.

Accordingly, please comply with the oversight requests reflected in our prior letters no later than October 29, 2026, including, but not limited to, the following:

- ***March 2, 2026, letter:*** All communications from Kirkland, or its agents, with Boris Epshteyn or his agents or associates, including but not limited to, meetings records, phone calls, emails, text messages, or letters.
- ***March 2, 2026, letter:*** A list of all individuals or entities who corresponded with Kirkland, or any of its agents, to discuss an agreement with the Trump Administration, including the date(s) of any and all contacts.

III. Settlement Privilege

In Kirkland’s May 28 response, you object to the production of communications among Kirkland, the Trump Administration, and Administration representatives that were “made for the purpose of negotiating a mutually acceptable settlement of the U.S. Equal Employment Opportunity Commission’s (EEOC) inquiry and anticipated Executive Order.”¹⁷ Kirkland argues

¹⁵ Zeke Miller, *Trump Transition Team Suggests Sidelining Top Adviser Over Pay-to-Play Allegations*, ASSOC. PRESS (Nov. 26, 2024), <https://apnews.com/article/trump-epshteyn-bessent-campaign-transition-6b92f862a117ff0582b631bdc42534c2>.

¹⁶ E.g., *CREW v. DHS*, 592 F. Supp. 2d 111, 120–21 (D.D.C. 2009) (noting “the presidential communications privilege protects only communications” and finding that the “names of visitors, dates of visits, and in some case who was visited” do not fall within the privilege); *W. Values Project v. DOJ*, 2018 WL 3459921 (D.D.C. July 18, 2018) (determining that executive privilege did not bar disclosure where there was “no reason to believe that the very fact of whether responsive records exist would reveal the content of a communication”).

¹⁷ May 28 Kirkland Response.

that “[a]ny communications made in furtherance of settlement are privileged.”¹⁸ In support of that argument, Kirkland cites a Sixth Circuit case, *Goodyear Tire & Rubber Co. v. Chiles Power Supply, Inc.*, for the broad proposition that “confidential settlement communications are a tradition in this country.”¹⁹ To be clear, this is an overbroad, and likely inaccurate, representation of federal law. As other courts have recognized, the *Goodyear Tire* decision “has not been widely followed.”²⁰ Indeed, as determined by a D.C. federal court, advocates for a federal settlement privilege have failed to “demonstrate a broad consensus in support of such a privilege.”²¹

As you undoubtedly know, the Federal Rules of Evidence governing settlement negotiations are rules of admissibility for federal courts, not privileges.²² Moreover, congressional investigations are simply not bound by the Federal Rules of Evidence that underlie *Goodyear* and related cases.²³ Even if we recognized the federal settlement privilege—which we emphatically do not—the unpublished decision you cited in further support of your argument strongly weighs against the application of the privilege here. Specifically, in *Baker v. Secretary, U.S. Department of Transportation*, the Court of Appeals for the 11th Circuit concluded that a district court was permitted to consider communications between an individual and a federal agency in the context of an employment dispute, observing the settlement privilege did not apply because “no formal complaint had been filed.”²⁴ Similarly, Kirkland was not the subject of a formal complaint at the time it entered into “negotiations” with the Trump Administration. Although you have previously referenced resolving an “investigation” by the EEOC, the EEOC admitted in federal court that the letter it sent to Kirkland and others “constituted informal information gathering and were not a component of any investigation.”²⁵ Nor was Kirkland subject to an executive order at the time it entered into its agreement or contract with the President.²⁶ Kirkland has made no effort to explain why a “negotiation” privilege should attach to its conversations with the Trump Administration about the resolution of a voluntary request and a nonexistent executive order.

Accordingly, please comply with the oversight requests reflected in our prior letters no later than October 29, 2026, including, but not limited to, the following:

¹⁸ *Id.*

¹⁹ *Goodyear Tire & Rubber Co. v. Chiles Power Supply, Inc.*, 332 F.3d 976, 983 (6th Cir. 2003).

²⁰ *In re Subpoena Issued to Commodity Futures Trading Comm’n*, 370 F. Supp. 2d 201, 210 (D.D.C. April 28, 2005) (rejecting settlement privilege and noting there is no consensus of support for a settlement privilege under federal or state law); *Performance Aftermarket Parts Grp., Ltd. v. TI Grp. Auto. Sys.*, No. H-05-4251, 2007 U.S. Dist. LEXIS 34650, at *9 (S.D. Tex. May 11, 2007).

²¹ *In re Subpoena Issued to Commodity Futures Trading Comm’n*, 370 F. Supp. 2d 201, 209-10 (D.D.C. 2005).

²² *E.g.*, Fed. R. Evid. 408 (barring “admissibility” and creating no privilege).

²³ See David Rapallo, *House Rules: Congress and the Attorney-Client Privilege*, 100 Wash. U. L. Rev. 455, 466 (2022); Fed. R. Evid. 101 (Scope; Definitions).

²⁴ See 452 F. App’x 934, 937 (11th Cir. 2012).

²⁵ Declaration of Mary Katherine Littlejohn, *Doe I v. EEOC*, 1:25-cv-01124 (D.D.C. July 31, 2025), ECF No. 37-3.

²⁶ We would be remiss if we failed to observe that Kirkland appears to have spent more time scouring Westlaw for a novel “settlement privilege” to insulate itself from congressional oversight than investigating whether the EEOC’s request for demographic data about its attorneys was, in fact, compulsory.

- ***April 6, 2025, letter:*** Did you approach the Trump Administration regarding a preemptive settlement to avoid an executive order against Kirkland, or did they approach you? Please describe in detail the timeline of your engagement with the Trump Administration.
- ***April 18, 2025, letter:*** All records referring or relating to any executive order threatened by President Trump against Kirkland and efforts by Kirkland to negotiate an agreement with President Trump, including but not limited to:
 - Any communications regarding any threatened executive order or any proposed agreement;
 - Any communications with any officials in the Trump Administration from March 1, 2025, to the present regarding any threatened executive order and any proposed agreement; and
 - Draft records constituting or related to any proposed agreement between President Trump and Kirkland.
- **Deliberative Process**

In Kirkland's May 28 response, you cursorily argue that Kirkland cannot produce documents related to settlement negotiations because you are not "at liberty to waive any deliberative process privilege that the Administration wishes to assert."²⁷ In support of this contention, you summarily cite a district court decision, *Matter of Nelson*, but neglect to quote from the decision or make even the slightest effort to analogize the facts and reasoning to the present matter.

Since Kirkland has failed to explain the case cited in your own communications, we will do so here. The deliberative process privilege is a "limited privilege in several different ways."²⁸ *First*, the privilege "belongs only to the government."²⁹ This means that "private parties"—like Kirkland—"can neither assert nor waive the privilege."³⁰ *Second*, it applies "only to that group of communications *within the agency or department*."³¹ Your communications plainly did not occur within any agency or department of the United States. *Third*, the privilege must be "lodged by the head of the department which has control over the matter," a requirement designed to "insure that the privilege remains a narrow privilege which is not indiscriminately invoked."³² Your

²⁷ May 28 Kirkland Response (citing *Matter of Nelson*, 131 F.R.D. 161, 163-64 (D. Neb. 1989); *United States v. Reynolds*, 345 U.S. 1, 7 (1953)).

²⁸ *Matter of Nelson*, 131 F.R.D. 161 (D. Neb. 1989). *Id.*

²⁹²⁹ *Id.*

³⁰ *Id.*

³¹ *Id.* (emphasis added)

³² *Id.*

attempt to assert the government's deliberative privilege process here as a private party is an "indiscriminate" invocation of the privilege. *Fourth*, there must be a "specification of precise and certain reasons for the need to preserve the confidentiality of the documents at issue."³³ You have not provided such reasons explaining why communications effecting a shakedown by the President of the United States warrant protection. In sum, this government privilege is completely irrelevant and unavailable to you.

Accordingly, please comply with the oversight requests reflected in our prior letters no later than October 29, 2026, including, but not limited to, the following:

- ***April 6, 2025, letter:*** All records referring or relating to President Trump's March 14, 2025, Executive Order "Addressing Risks from Paul Weiss," including but not limited to:
 - Any communications regarding the March 14, 2025, Executive Order; and
 - Any communications with any officials in the Trump Administration from March 14, 2025, to the present concerning law firms other than Kirkland.
- ***April 18, 2025, letter:*** Please describe in detail the circumstances surrounding your April 11, 2025, agreement with President Trump.
 - Who facilitated your April 11, 2025, agreement with President Trump?
 - Did Kirkland representatives meet with President Trump or members of his Administration?
 - If so, describe in detail who participated in the meeting(s), when and where they took place, and what was discussed.
 - Did you acknowledge any wrongdoing for representing causes President Trump finds objectionable?
- **Rules of Professional Conduct**

In Kirkland's May 28 response, you cite the American Bar Association's (ABA) Model Rules of Professional Conduct to justify withholding communications requested by the Committees, arguing that Kirkland "take[s] seriously our ethical obligations to our clients and [is] committed to representing them with the highest standards of professional responsibility."³⁴ It is fair to question whether Kirkland's leadership consulted the ABA Rules *before* it agreed to enter into a personal agreement with the President of the United States to perform \$125 million worth of legal services. Indeed, a plethora of ABA Rules would have counseled *against* entering

³³ *Id.*

³⁴ May 28 Kirkland Response.

into such an agreement. For instance, the ABA directs attorneys to act with “courage and foresight” to “shape the body of the law to the ever-changing relationships of society.”³⁵ The ABA further directs lawyers to exercise their professional judgment “free of compromising influences and loyalties,” emphasizing, “neither the lawyer’s personal interests, the interests of other clients, nor the desires of third persons should be permitted to dilute the lawyer’s loyalty to the client.”³⁶ Most relevant here, lawyers must be alert to and disregard third parties who seek to exert “strong economic, political, or social pressures upon the lawyers.”³⁷ Kirkland’s abject failure to reject an unprecedented, extortionate attempt by the President to control the legal profession, an attempt that multiple other law firms successfully rejected and resisted, implicates numerous professional responsibilities of lawyers, and none more so than its duty not to subject the judgment of the firm, and the interests of its clients, to the whims of a highly volatile and vindictive President.

Critically, Kirkland has failed to produce any written agreement between the Trump Administration and Kirkland beyond what is contained in the President’s Truth Social posts. That leads us to believe that *there is no other written agreement*.³⁸ Assuming that is the case, President Trump appears to be the sole arbiter of what is required by the putative “contract” and what would constitute a violation of the professional rules. Under these circumstances, Kirkland’s professional judgment is necessarily compromised as it must always consider the impetuous desires of President Trump—a third party who wields enormous economic and political pressure over Kirkland—as demonstrated by your decision to succumb to this extortionary agreement in the first place. This is borne out by your representation of the Department of Commerce—a representation that was never announced as being part of the scope of the agreement—as well as press reports that the President has a “broader understanding of the terms” of the contract than what is publicly known, including requiring capitulating firms to represent him in a personal capacity.³⁹

Kirkland cites a D.C. Bar opinion to further justify its decision to withhold documents from Congress.⁴⁰ Again, Kirkland does not appear to have thoroughly vetted the materials it

³⁵ American Bar Association, Model Rules of Professional Conduct, *Preamble*.

³⁶ American Bar Association, Model Code of Professional Responsibility, *Ethical Consideration 5-1*.

³⁷ American Bar Association, Model Code of Professional Responsibility, *Ethical Consideration 5-21*.

³⁸ The amateurish nature of Kirkland and President Trump’s Truth Social contract is amply demonstrated by comparing it to settlements that the U.S. Government has entered with private parties in other contexts. For example, the Deepwater Horizon settlement contains myriad terms that are glaringly absent in President Trump’s Truth Social post, including, but not limited: (i) the retention of jurisdiction by the federal district court that approved the agreement; (ii) a definition of parties bound by the agreement; (iii) transparency requirements around annual reports submitted by the settling parties; (iv) the definition of a violation of the agreement; (v) the exclusivity of remedies under the agreement; and (vi) the terms of the monitorship, including the powers, term, and compensation of the monitor. See *In re Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico*, 2:10-cv-04536 (Apr. 4, 2016), ECF No. 15.

³⁹ Michael Schmidt & Maggie Haberman, *Law Firms That Settled with Trump Are Asked to Help on Trade Deals*, N.Y. TIMES (Aug. 13, 2025), <https://www.nytimes.com/2025/08/13/us/politics/trump-law-firms-trade-deals.html>.

⁴⁰ D.C. Bar, Op. 288, *Compliance with Subpoena from Congressional Subcommittee to Produce Lawyer’s Files Containing Client Confidences or Secrets*.

cited. In that very opinion, the D.C. Bar determined an attorney had *not* violated his ethical obligations by producing documents containing client confidences and secrets to Congress.⁴¹ To be clear, we have not requested materials containing client confidences or secrets, *but even if we had*, the D.C. Bar’s opinion confirms that the D.C. Rules of Professional Conduct do not prohibit attorneys from complying with congressional oversight requests.⁴²

The D.C. Bar’s reasoning for reaching its conclusion is instructive. Because Kirkland apparently has failed once again to thoroughly explain the opinion it cites, we offer an explanation of the relevant principles here. In determining that an attorney could disclose client confidences in response to a congressional request, the D.C. Bar relied on Supreme Court precedent holding that “a contempt of Congress cannot be cured by the lawyer’s later compliance with the subpoena,”⁴³ as well as the Supreme Court’s holding that “when a witness refuses to answer a question in a mistaken, good faith belief that it would violate his rights to be compelled to answer, his mistake of law will be no defense at a trial on the criminal contempt charge.”⁴⁴ Kirkland should be mindful of these precedents as it carefully considers its obligations in responding to requests from Congress.

Accordingly, please comply with the oversight requests reflected in our prior letters no later than October 29, 2026, including, but not limited to, the following:

- ***April 6, 2025, letter:*** Did members of your firm have contact with known Paul, Weiss clients about securing new or additional business from those clients from March 14, 2025, to March 20, 2025?
 - If so, which members of your firm and which known Paul, Weiss clients?
 - If so, please describe the nature of those conversations, including who initiated them, whether members of your firm made an effort to secure new or additional business in light of the executive order entered against Paul, Weiss, and any subsequent action taken in light of these conversations.
 - If so, please detail the extent to which you or other Kirkland attorneys sought or received any ethical guidance surrounding seeking new or additional business from clients of a firm facing an unconstitutional executive order, including from any state, federal, or other bar association.

⁴¹ *Id.*

⁴² “If, thereafter, the Congressional subcommittee overrules these objections, orders production of the documents and threatens to hold the lawyer in contempt absent compliance with the subpoena, then, in the absence of a judicial order forbidding the production, the lawyer is permitted, but not required, by the D.C. Rules of Professional Conduct to produce the subpoenaed documents.” *Id.*

⁴³ *Id.* (citing *Jurney v. MacCracken*, 294 U.S. 125, 148 (1935)).

⁴⁴ *Id.* (citing *Yellin v. United States*, 374 U.S. 109, 123 (1963)).

- ***April 18, 2025, letter:*** What were the specific terms of the deal Kirkland agreed to with President Trump?
 - Does President Trump's April 11, 2025, social media statement accurately reflect the terms of your deal?
 - Please detail all client relationships Kirkland has chosen to end from April 11, 2025, to the present.
- ***September 24, 2025, letter:*** Explain whether Kirkland notified clients adverse to the Administration of Kirkland's work for the U.S. Government.
- ***March 2, 2026, letter:*** All agreements made with the Trump Administration, including but not limited to, settlement records, client retainer letters, conflict disclosures, and any communications informing such agreements.

VI. Conclusion

Thus far, Kirkland has failed to cooperate with our investigation by refusing to provide relevant documents, refusing to meet with congressional investigators, and making baseless claims of privilege that do not withstand scrutiny. As illustrated above, the cases Kirkland cites in its defense provide no basis for withholding documents from legitimate congressional oversight. Nor has Kirkland made any meaningful effort to address the questions we have posed.⁴⁵ Vague assertions of privilege and ethereal references to purported legal constraints are not a substitute for identifying the specific basis on which Kirkland contends that particular documents or categories of information may be withheld. We therefore invite you to immediately revisit Kirkland's willingness to comply with our inquiries.

Please provide all records identified above by October 29, 2026. For other requests not outlined above, Kirkland should submit an itemized response to each of the questions raised in our letters dated April 6, April 18, and September 24, 2025, as well as March 2, 2026. To the extent that Kirkland objects to responding to any specific question posed, please expressly identify the question, state each concrete ground for the objection, and provide the legal authority supporting your position. Any claim of privilege must be accompanied by a detailed privilege log.

We expect your firm to preserve all documents and communications relating to the matters described in this letter. This preservation obligation includes but is not limited to: emails; text messages; messages sent via applications such as Signal, WhatsApp, X, Truth Social, or other encrypted platforms; handwritten notes; draft documents; calendar entries; and call logs.

⁴⁵ We note, for example, that Kirkland's May 28 response fails to identify any specific privilege or other objection to its efforts to poach attorneys from Paul, Weiss while they were the subject of a coercive and unlawful Executive Order.

Please confirm in writing by October 29, 2026, that you have taken all necessary steps to comply with this preservation requirement. If you, or agents acting on Kirkland's behalf, have used ephemeral messaging applications or similar technology to communicate with Trump Administration officials, or anyone purporting to act on the Administration's behalf, including, but not limited to, Boris Epshteyn, please include that information in your written confirmation.

Thank you for your prompt attention to this profoundly important matter.

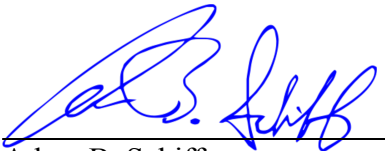
Very truly yours,



Jamie Raskin
Ranking Member
House Committee on the
Judiciary



Richard Blumenthal
United States Senator
Ranking Member, Permanent
Subcommittee on
Investigations



Adam B. Schiff
United States Senator

cc: The Honorable Ron Johnson, Chairman
Senate Permanent Subcommittee on Investigations

The Honorable Jim Jordan, Chairman
House Committee on the Judiciary