



Kopecky Schumacher Rosenberg LLC  
Attorneys and Counselors

December 13, 2022

**VIA EMAIL**

Scott Sullenberger



Tim Harrison



Denise LaRocco



Re: Cease and Desist

Dear Mr. Sullenberger, Mr. Harrison and Ms. LaRocco:

This law firm represents Cities for Christ (“Organization”). We understand that you are attempting to conduct an investigation of Steve Koko without proper authority and in violation of the Confidentiality Agreement (“Agreement”) you signed. We are writing to demand that you cease and desist from any further actions which would violate that Agreement. This letter is intended to advise you of your legal obligations to the Organization and to ensure that you realize the serious consequences of having violated them.

As you aware, you signed a Confidentiality Agreement which prohibited you from discussing any matter that you learned in confidence on Saturday, December 10, 2022. It is apparent that you have taken that confidential information and communicated it to third parties in your attempt to conduct an “investigation” of Steve Koko. The Organization did not ask you to conduct this investigation, and you are not authorized to do so. In fact, your actions constitute a violation of the Agreement. Thus, we demand that you cease and desist from all attempts to conduct this unofficial investigation.

Additionally, any attempts to access Steve Koko’s emails, documents, texts or other stored communications will be treated as a violation of the Stored Communications Act, 18 U.S.C. §2701 *et seq.* Any attempts to contact donors with information you learned in confidence that is the subject of the Agreement, will result in legal action against you.

We have also become aware that certain directors attempted to hold a director meeting for purposes of removing rights and/or removing a director, Steve Koko, without following Illinois law, specifically, Section 105/108.25 which states:

Sec. 108.25. Notice of directors' meetings. Meetings of the board of directors shall be held upon such notice as the bylaws may prescribe. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Unless provided otherwise in the articles of incorporation or the bylaws, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting, except that no special meeting of directors may remove a director under Section 108.35(b) of this Act unless written notice of the proposed removal is delivered to all directors at least twenty days prior to such meeting.

In light of these improper activities and conduct, the Organization demands that you immediately cease and desist all activities that directly or indirectly violate the Agreement. In the event that you do not cease your actions, the Organization has directed me to file suit against you for breach of the Agreement and tortious interference with both Steve Koko's and the Organization's relationship with its employees and donors.

Due to the likelihood of litigation between the Organization and you and any other person or entity acting in concert, Cities for Christ formally notifies you that you have an obligation under applicable law, to preserve all materials, including without limitation, hard copies of documents and information stores on computers and other services that you and those associated with you know or reasonably should know might be relevant to any legal action could lead to the discovery of admissible evidence, or would likely be requested during discovery. These materials would include but in no way be limited to all documents relating to your employment or position on the Board of Directors, all documents relating to any communications you have had relating to Steve Koko. Be advised that any modification, destruction, deletion or discarding of anything remotely related to the issues in this matter could result in significant legal consequences against you, including, but not limited to, monetary sanctions by the court, negative inferences about missing information or documents, default or other such severe penalties. The Organization demands that you take immediate steps to preserve any and all evidence, whether in paper, electronic, or other form, and which is stored on any computer, computer application, computer file, handheld device, PDA, cell phone, mobile device, on paper, or on any other medium, arising from or relating to the aforementioned solicitation and the Agreement with Cities for Christ.

We request that you provide confirmation of your intention to honor the terms of your Agreement by December 14, 2022 at 5:00 P.M. Should we fail to receive such confirmation, you should expect that we will take any and all necessary legal actions to ensure compliance. In connection with litigation brought against you we will seek to hold you liable for any and all damages and costs that Steve Koko or Cities for Christ incurs.

Sincerely,  
Kopecky Schumacher Rosenberg LLC

