



OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS

KWAME RAOUL
ATTORNEY GENERAL

September 17, 2025

Via electronic mail



Via electronic mail

Dr. Luis Correa
Superintendent/FOIA Officer
Gurnee School District 156
3706 Florida Avenue
Gurnee, Illinois 60031
lcorrea@d56.org

RE: FOIA Request for Review – 2025 PAC 86152

Dear [REDACTED] and Dr. Correa:

This determination is issued pursuant to section 9.5(f) of the Freedom of Information Act (FOIA) (5 ILCS 140/9.5(f) (West 2024)).

On March 25, 2025, [REDACTED] submitted a FOIA request to the Gurnee School District 156 (School District) seeking copies of any legal fee invoices issued to the School District regarding Title IX matters between December 1, 2024, and the present date. [REDACTED] clarified that she only sought the non-privileged billing details of these invoices, including dates of service, a general description of the services provided, total amounts billed, and the names of the firms/attorneys. On April 1, 2025, the School District provided [REDACTED] with certain responsive records, subject to redactions made pursuant to section 7(1)(m) of FOIA.¹ On April 5, 2025, [REDACTED] submitted the above-referenced Request for Review contesting the School District's response. She explained that she is a District employee and that her request was prompted by a Title IX complaint she had filed.

¹5 ILCS 140/7(1)(m) (West 2023 Supp.), as amended by Public Acts 103-605, effective July 1, 2024; 103-865, effective January 1, 2025).

500 South 2nd Street
Springfield, Illinois 62701
(217) 782-1090 • Fax: (217) 782-7046

115 South LaSalle Street
Chicago, Illinois 60603
(312) 814-3000 • Fax: (312) 814-3806

1745 Innovation Drive, Suite C
Carbondale, Illinois 62903
(618) 529-6400 • Fax: (618) 529-6416

Individuals with hearing or speech disabilities can reach us by using the 7-1-1 relay service.

www.IllinoisAttorneyGeneral.gov

On April 15, 2025, this office sent a copy of this Request for Review to the School District and asked it to provide unredacted copies of the responsive records for our confidential review, and a detailed explanation of the factual and legal bases for the assertion of section 7(1)(m) of FOIA. The School District did not respond to this office. On May 29, 2025, this office again forwarded a copy of the Request for Review and inquiry letter to the School District and requested a response. On June 11, 2025, the School District provided this office with the requested materials. On June 12, 2025, this office forwarded the School District's response to [REDACTED]; she replied on June 23, 2025.

DETERMINATION

"All records in the custody or possession of a public body are presumed to be open to inspection or copying." 5 ILCS 140/1.2 (West 2024); *see also Southern Illinoisan v. Illinois Dept. of Public Health*, 218 Ill. 2d 390, 415 (2006). A public body that withholds a record "has the burden of proving by clear and convincing evidence" that the records are exempt from disclosure. 5 ILCS 140/1.2 (West 2024). The exemptions from disclosure are to be narrowly construed. *Lieber v. Board of Trustees of Southern Illinois University*, 176 Ill. 2d 401, 407 (1997).

Section 7(1)(m) of FOIA

Section 7(1)(m) of FOIA exempts from disclosure communications between a public body and an attorney which would not be subject to discovery in litigation, including communications covered by the attorney-client privilege. The Illinois Supreme Court has summarized the attorney-client privilege as:

(1) Where legal advice of any kind is sought, (2) from a professional legal advisor in his capacity as such, (3) the communications relating to that purpose, (4) made in confidence, (5) by the client, (6) are permanently protected, (7) from disclosure by himself or the legal advisor, (8) except the protection be waived. *Illinois Education Ass'n v. Illinois State Board of Education*, 204 Ill. 2d 456, 467 (2003).

In People v. ex rel. Ulrich v. Stukel, 294 Ill. App. 3d 193, 203-04 (1997), the Illinois Supreme Court concluded that "information regarding a client's fees generally is not a 'confidential communication' between an attorney and client, and thus is not protected by the attorney-client privilege. [Citations.] * * * The payment of fees is merely incidental to the attorney-client relationship and typically does not involve the disclosure of confidential communications arising from the relationship." The court in *Stukel*, however, acknowledged that "[c]ertain types of billing records may contain explanations for legal fees and may indicate the

type of work done or matters discussed between the attorney and client. As such, they *could* reveal the substance of confidential attorney-client discussions, and be subject to valid claims of attorney-client privilege or exemption under [FOIA]." (Emphasis added.) *Stukel*, 294 Ill. App. 3d at 201. Because the records at issue "made no reference to the pending litigation other than to name the payee law firm, and designate the amount and the date of each payment[.]" (*Stukel*, 294 Ill. App. 3d at 201), the court did not further elaborate on the type of information that could be properly redacted from legal billing invoices based on the attorney-client privilege. Construing *Stukel* and other legal precedents on the subject of legal billing invoices, the Attorney General has issued two binding opinions (Ill. Att'y Gen. Pub. Acc. Op. No. 12-005, issued March 12, 2012; Ill. Att'y Gen. Pub. Acc. Op. No. 14-002, issued April 15, 2014) concluding that while detailed descriptions of work performed may be redacted pursuant to section 7(1)(m), generic descriptions (such as "held telephone conference" or "drafted e-mail") are not exempt from disclosure.

As an initial matter, [REDACTED] provided this office with an unredacted copy of one of the requested invoices containing her handwritten notes. In its response to this office, the School District clarified that "the invoice was not provided to [REDACTED]. Rather, [REDACTED] obtained the invoice without authorization and through improper channels."² Therefore, the School District argued that it has not waived its attorney-client privilege and/or the corresponding exemption under Section 7(1)(m) of FOIA. This office has not received any information to contradict the School District's assertion that it did not provide [REDACTED] or any other third parties with these records to waive the attorney-client privilege. Therefore, this office will address the applicability of section 7(1)(m) to the redactions made in the remaining invoice, Invoice 34776.

In her Request for Review, [REDACTED] argued that the School District improperly withheld portions of the legal invoices she requested because they "provide evidence demonstrating how the Superintendent * * * may have retaliated against [her] * * * following [her] filing of the Title IX complaint."³ In its response to this office, the School District reiterated that it properly withheld certain portions of the requested legal invoices pursuant to section 7(1)(m). The School District explained:

The invoices produced to [REDACTED] in response to her request fairly reflect the general nature of the work performed (e.g., "telephone conference with" or "review and respond to e-mail from"), the District representative involved, the date of the work,

²Letter from Ryan J. Gillespie, Engler Callaway Baasten & Sraga, LLC., to Christina Lucente-McCullough, Assistant Attorney General, Public Access Bureau, Office of the Illinois Attorney General (June 11, 2025), at 2.

³E-mail from [REDACTED] to Public Access (April 5, 2025).

the amount of time expended, and the rate and amount billed for each item. (citation omitted). The undersigned counsel's law firm does not include the names of attorneys on its invoices. The remaining information in the invoices was properly redacted because it would disclose the specific types of work performed, the nature of matters discussed and advice given, the substance of attorney-client discussions, the nature of documents prepared the issues researched, and/or the District's motivations for seeking legal advice. As the case law cited above demonstrates, such information is protected by the attorney-client privilege and thus falls under the attorney-client exemption in Section 7(1)(m).^[4]

In her reply, ██████████ argued that the attorney who reviewed her Title IX complaint was not acting as a legal advisor to the District and, therefore, the redacted information in the invoice did not constitute confidential attorney-client communications. She contended that certain "statements from attorney Aimme LeBlanc show she served in an investigatory—not advisory—capacity."⁵ Ms. Cortes cited the Illinois Supreme Court's decision in *Center Partners, Ltd. v. Growth Head GP, LLC*, 2012 IL 113107, as support for this assertion. In *Center Partners*, the court held that the attorney-client privilege was not waived when attorneys exchanged legal documents and provided statements related to legal advice during a deposition, as part of the discovery process, so long as this information is not "used by the client to gain a tactical advantage in litigation." *Center Partners*, 2012 IL 113107, ¶ 76. The case did not concern whether the attorney-client privilege applied to communications involving an attorney acting in an investigatory rather than advisory capacity.⁶

Other courts, however, have squarely addressed this issue and held that that the attorney-client privilege protects communications with clients in the course of an attorney's investigation provided that they are acting in their capacity as an attorney. In *Sandra T.E. v. South Berwyn School District 100*, 600 F.3d 612, 620 (7th Cir. 2010), a law firm conducted a factual investigation that "was an integral part of the package of legal services for which it was hired and a necessary prerequisite to the provision of legal advice about how the District should

⁴Letter from Ryan J. Gillespie, Engler Callaway Baasten & Sraga, LLC., to Christina Lucente-McCullough, Assistant Attorney General, Public Access Bureau, Office of the Illinois Attorney General (June 11, 2025), at 3.

⁵Letter from ██████████ to Christina Lucente-McCullough, Assistant Attorney General, Public Access Bureau, Office of the Illinois Attorney General [June 23, 2025], at [2].

⁶██████████ reply also referenced a case captioned *In re Subpoenaed Grand Jury Witness*. To the extent she is referring to *In re Subpoenaed Grand Jury Witness*, 171 F.3d 511, 514 (7th Cir. 1999), which the School District cited in its response to this office, the court held that the attorney-client privilege protected the identity of individuals or entities who paid legal fees for defendants. That ruling has no relevance to this matter.

respond." The court concluded: "Because the [public body's] lawyers were hired in their capacity as lawyers to provide legal services—including a factual investigation—the attorney-client privilege applies to the communications made and documents generated during that investigation." *Sandra T.E.*, 600 F.3d at 620; *see also In re Kellogg Brown & Root, Inc.*, 756 F.3d 754, 760 (D.C. Cir. 2014) ("In the context of an organization's internal investigation, if one of the significant purposes of the internal investigation was to obtain or provide legal advice, the privilege will apply.").

In response to this office's request for clarification of the nature of the services that underlie the records withheld under section 7(1)(m), counsel for the School District explained that attorney Aimee LeBlanc conducted a factual investigation and submitted findings to another attorney who acted as the decision-maker. That attorney then consulted with a third attorney who acted as the School District's legal advisor. Counsel added that additional legal advice was provided concerning personnel matters that arose during the investigation. It is apparent from this explanation that the legal services provided to the School District were not limited to fact-finding unrelated to legal advice. Instead, the purpose of the investigation was to equip the attorney acting as the School District's legal advisor with the necessary facts to render legal advice.

This office has reviewed and compared the redacted version of the invoice provided to ██████████ with the complete version. The redacted version reveals the dates on which work was performed, the numbers of hours billed, and the corresponding amount billed for each entry. Many of the entries also disclose the type of work performed (such as "telephone conferences," "review and respond to e-mail," "travel to and attend Title IX interview"), and the subject of the work in instances when the subject is stated in general terms. Additionally, many of the entries do not appear related to Title IX matters; those entries concern other issues for which the District received legal services. With respect to the entries concerning Title IX matters, the redacted information concerns specific details of legal advice provided by the School District's attorneys and the factual investigation that laid the groundwork for that legal advice. Because the School District's redactions were narrowly tailored to information that would reveal the substance of confidential attorney-client communications, this office concludes that the School District sustained its burden of demonstrating that the redacted information concerning Title IX matters is exempt from disclosure pursuant to section 7(1)(m) of FOIA.

[REDACTED]
Dr. Luis Correa
September 17, 2025
Page 6

The Public Access Counselor has determined that resolution of this matter does not require the issuance of a binding opinion. This letter shall serve to close this matter. If you have any questions, please contact me at the Chicago address listed on the first page of this letter.

Very truly yours,

[REDACTED]

CHRISTINA LUCENTE-MCCULLOUGH
Assistant Attorney General
Public Access Bureau

86152 f 71m proper sd

cc: *Via electronic mail*
Mr. Ryan J. Gillespie
Associate, Engler Callaway Bassten & Sraga, LLC
2215 York Road, Suite 400
Oak Brook, Illinois 60523
rgillespie@ecbslaw.com