



**City of Phoenix**  
OFFICE OF THE CITY ATTORNEY

August 24, 2015

Dr. Matthew Whitaker  
The Whitaker Group, L.L.C.  
24 W. Camelback, #A435  
Phoenix, Arizona 85013

Dear Dr. Whitaker,

By this letter the City of Phoenix demands a refund of \$21,900 from The Whitaker Group (TWG) under City contract nos. 140606 and 140453 (TWG contract nos. 1231 and 1232). TWG breached the contracts by supplying the City with written materials created *by others*. The basis for this demand is set forth below.

The City hired TWG to provide professional services that included written materials and training intended for police officers on the topic of “Police Legitimacy, Procedural Justice and Cultural Competency.”<sup>1</sup> The “essential consideration” for the contract was that *you* would perform the services. This included creating the written materials and presenting classroom training.<sup>2</sup>

We have now determined that you did not create most of the written materials presented to police officers during the training modules. Both TWG’s PowerPoint and course outline constitute the work product of the Chicago Police Department. A side-by-side comparison of the Chicago Police Department’s PowerPoint (PPT) slides and the TWG slides reveals that *in content* 52 out of 86 TWG slides match Chicago’s slides in all material respects. The duplication includes the sequence of slide presentation, the sequence of slide bullet points, and the word choice in headings, definitions, and substantive core topics.

Of the remaining 34 slides, more than half consist of (1) no substantive content (such as slides stating “BREAK”), (2) photographs of City officers or images of City badges, and (3) header slides (such as the slide stating “Module 4 Race, Ethnicity and

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<sup>1</sup> Contract, Scope of Work, 1(c) and (d). Contract no. 140606 superseded contract no. 140453. Hence, all contract citations refer to no. 140606.

<sup>2</sup> Contract, Non-Assignability 13.

Procedural Justice”). The training outline follows suit. Even though you changed more text in the outline, its sequence, headings, and substantive content clearly track the Chicago Police Department’s training sequence, headings, and substantive content.

In the parties’ contract, TWG promised that “TWG shall prepare for and present the course . . . including the *creation* of preparatory materials.”<sup>3</sup> Based on this promise, the City clearly expected to pay for *your* professional work rather than the Chicago Police Department’s work. Instead, we received Chicago’s work with minimal formatting changes and a few additional graphics. TWG’s breach is especially egregious since Chicago would have given the City permission to use Chicago’s presentation *without charge*.

For these reasons, the City demands a refund for all time that TWG spent on the written materials. The improper line items for which the City has paid TWG under the two contracts include:

TWG Invoice No. 1229:	28 hours + materials <sup>4</sup>	\$ 8,500
TWG Invoice No. 1230:	32 hours @ \$350/hr	11,200
	materials	100
TWG Invoice No. 1231:	6 hours @ \$350/hr	2,100

**Total: \$ 21,900**

TWG Invoice No	Date of Work	Description of Work	Time Spent	Amount
1229	1/6/15	outline preparation	8 hours	\$8,500
1229	1/8/15	outline preparation	8 hours	
1229	1/12/15	outline preparation	4 hours	
1229	1/14/15	outline preparation	4 hours	
1229	1/15/15	outline preparation	4 hours	
1229		materials		
1230	4/5/15	research reading notation	8 hours	2,800

<sup>3</sup> Contract, Terms of Agreement 2.

<sup>4</sup> The first invoice requested \$8,500 without detail. The detail was provided in a later email, which simply lists 28 hours of work for the \$8,500 charge.

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1230	4/6/15	research reading notation	8 hours	2,800
1230	4/7/15	outline PowerPoint presentation preparation	8 hours	2,800
1230	4/8/15	outline PowerPoint presentation preparation	8 hours	2,800
1230	5/29/15	materials fee		100
1231	6/13/15	research and reading	4 hours	1,400
1231	6/14/15	media review and revision	2 hours	700
			<b>Total</b>	<b>\$21,900</b>

The City of Phoenix respectfully demands that you and The Whitaker Group promptly refund the amount of \$21,900. Please forward payment within ten business days.

Respectfully,



Brad Holm  
City Attorney

BH/dh: 1197781