



Kirkland & Ellis LLP
300 North LaSalle
Chicago, IL 60654

November 14, 2018

To Whom It May Concern:

For the last several years, the Women's Law Association (WLA) has worked closely with Kirkland & Ellis, particularly on our annual spring conference. We greatly appreciate Kirkland's generous support of our mission and events, and are grateful for the firm's contributions which have furthered the WLA's successes and growth on campus.

I write, however, with some concerns about the WLA's continued partnership with Kirkland & Ellis. I was recently provided a copy of Kirkland's employment contract for incoming associates, which states Kirkland requires employees to submit nearly all legal claims against the firm or its employees to mandatory, secret arbitration. That the contract explicitly mentions its inclusion of claims arising under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, and the Family and Medical Leave Act, among others, is particularly troubling to us as an organization dedicated to advancing the careers of women in law. These and other statutes named in the contract were enacted to provide redress for employees facing discrimination, harassment, and other forms of abusive conduct in the workplace, all of which disproportionately affect women, people of color, and the LGBT community, among other groups. By requiring employees to sign away their rights to pursue such claims in a court of law, Kirkland forces employees to choose between staying silent and continuing to endure the conduct, or proceeding with an internal arbitration process that both lacks the rights and protections of the court system and has a significant tendency to deliver results favorable to the employer.¹

The WLA's mission is to "advocate for gender equity and bolster women in pursuit of their professional and personal goals."² Accordingly, I am uncomfortable continuing to offer Kirkland & Ellis the unique spring conference sponsorship opportunity the firm has been offered exclusively in prior years, given Kirkland's continued use of contractual provisions that so disproportionately impede the careers of women and minorities. The WLA spring conference is our largest, most visible annual event, often attracting numerous high profile keynote speakers and panelists each year. While the WLA remains

¹ Alexander J.S. Colvin, *The Growing Use of Mandatory Arbitration*, ECONOMIC POLICY INSTITUTE (Apr. 6, 2018), <https://www.epi.org/publication/the-growing-use-of-mandatory-arbitration-access-to-the-courts-is-now-barred-for-more-than-60-million-american-workers>.

² HARVARD WOMEN'S LAW ASSOCIATION, <https://orgs.law.harvard.edu/wla> (last visited Nov. 14, 2018).

extraordinarily grateful for Kirkland's support of this event, I believe it would be a disservice to our mission to continue providing this exclusive spotlight to the only sponsoring firm that has both declined to answer the law schools' survey on firm use of mandatory arbitration and nondisclosure agreements, and is known to still require these provisions in employee contracts.³

I welcome the opportunity to discuss these issues with anyone at Kirkland & Ellis further, and would be pleased to be provided with any information that these provisions are being reconsidered or removed. Furthermore, the WLA would still gladly accept the opportunity to work with Kirkland at one of our standard sponsorship levels this year, in recognition of both our historic partnership with the firm and the imperative to continue providing as many employment opportunities as possible to our membership.

We as an organization are still considering how to handle these issues going forward, and it is likely we will have a more formal policy by next year for the disclosures and employment practices we require as a condition of sponsorship. However, as I noted during the most recent law firm recruitment cycle, my role as President of the WLA has given me unique exposure to the countless stories of unacceptable workplace harassment and discrimination students have faced in their employment.⁴ Accordingly, I believe the WLA must use our position as the largest student organization on Harvard Law School's campus to act to spotlight these issues, encourage best practices from sponsoring employers, and ultimately serve our mission in support of women's professional success as fully as possible.

Again, I welcome the opportunity for further conversation on this matter, and want to reiterate the WLA's continued gratitude for Kirkland's generous contributions to our programming. Please do not hesitate to get in touch with me at the contact information included below, and I look forward to hearing from you.

Sincerely,



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³ Stephanie Russell-Kraft, *Many Big Law Firms Won't Disclose Arbitration Policy*, BLOOMBERG LAW: BIG LAW BUSINESS (Jun. 12, 2018), <https://biglawbusiness.com/many-big-law-firms-wont-disclose-arbitration-policy>.

⁴ Isabel Finley, *Law Schools Must Take A Stand Against Mandatory Arbitration*, LAW360 (Jul. 10, 2018, 5:12 PM), <https://www.law360.com/articles/1061718/law-schools-must-take-a-stand-against-mandatory-arbitration>.