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September 18, 2025

Dan Haley
Chief Legal Officer
Flock Group, Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

Via email

Re: City of Evanston Contract Termination

Mr. Haley,

I write in response to your August 27, 2025 letter disputing the City of Evanston's termination of its agreement with Flock Group, Inc. ("Flock"). After careful review of your assertions, I must reiterate that the City's termination notice was properly issued, supported by both Illinois law and the parties' contract.

1. Material Non-Disclosure and Misrepresentation

At two meetings with Evanston Police Department leadership on June 20 and June 25, 2025, Flock representatives failed to disclose Flock's participation in a federal pilot program directly implicating the very risks under discussion: use of ALPR data for immigration enforcement and reproductive health investigations. This omission deprived the City of material information essential for evaluating risk and compliance. Flock's non-disclosure constitutes a material breach of trust and of its contractual obligation to act in good faith.

2. Violations of Illinois Law

The Illinois Vehicle Code (625 ILCS 5/2-130) expressly prohibits the use or sharing of ALPR data for immigration law enforcement or investigations into lawful health care activity. The Illinois Secretary of State recently found that Flock improperly shared Illinois motorists' ALPR data with U.S. Customs and Border Protection, in direct violation of that statute. The Secretary ordered Flock to terminate CBP access, confirming that Flock's conduct was unlawful.

3. Breach of Evanston–Flock Agreement

Your letter relies on Section 7.2 of the Terms and Conditions, suggesting that any breach may be cured within 30 days. That is incorrect.

- **Permitted Purpose (Sec. 2.5.1):** Limits ALPR use to lawful criminal investigations. Immigration enforcement by CBP, a civil regime, and investigations of abortion or gender-affirming care fall outside this scope.

- **Data Sharing (Sec. 4.2):** Restricts disclosure to lawful investigative purposes. Flock's facilitation of CBP access, and participation in a federal pilot program implicating reproductive health investigations, violates this section.

4. Loss of Credibility and Incurable Breach

Flock's repeated minimization of compliance failures, coupled with its failure to disclose a federal initiative of direct relevance, irreparably undermines confidence in Flock's assurances. These are not routine or technical oversights, but intentional omissions and unlawful practices. They cannot be "cured" after the fact.

Conclusion

The City's termination notice stands. Flock's participation in a federal pilot program, its unlawful sharing of Illinois data with federal agencies, and its failure to disclose material information during direct discussions with City officials constitute material and incurable breaches. The City will take all necessary steps to enforce its rights under the Agreement and Illinois law.

The City appreciates Flock's past cooperation with the Evanston Police Department. However, given these violations and the loss of trust they represent, the City cannot continue this partnership.

Sincerely,

Alexandra B. Ruggie

Alexandra Ruggie
Corporation Counsel
City of Evanston

cc: Michael Hutton, Flock Safety
Luke Stowe, City Manager
Chief Shenita Stewart, Evanston Police Department
Sgt. Thomas Giese, Evanston Police Department