



BEST BEST & KRIEGER
ATTORNEYS AT LAW

3390 University Avenue, 5th Floor, P.O. Box 1028, Riverside, CA 92502
Phone: (951) 686-1450 | Fax: (951) 686-3083 | www.bbklaw.com

Granite Bay
(916) 325-4000

Indian Wells
(760) 568-2611

Irvine
(949) 263-2600

Los Angeles
(213) 617-8100

Manhattan Beach
(310) 643-8448

Ontario
(909) 989-8584

Sacramento
(916) 325-4000

San Diego
(619) 525-1300

Washington
(202) 785-0600

Isabel C. Safie
(951) 826-8309
isabel.safie@bbklaw.com

March 4, 2020

County of Sonoma
Attn: Lauren Walker, Deputy County Counsel
575 Administration Drive, Room 105A
Santa Rosa, CA 95403

Re: Conflict Waiver – Representation of Shilo Cemetery District

Dear Lauren:

Best Best & Krieger, LLP (“BBK”) represents the County of Sonoma (the “County”) on a number of federal and state tax matters pertaining to the County’s employee benefits (the “County Matters”). Recently, BBK was asked to represent Shilo Cemetery District (the “District”) regarding the denial of a use permit by the County. Specifically, BBK has been asked to represent the District on the appeal related to the denied use permit and to assist the District with any negotiations related to the denied use permit (the “Use Permit Matter”). BBK will not be representing the County on the Use Permit Matter.

The County Matters and the Use Permit Matter are completely unrelated and the work on the Use Permit Matter will not be performed by any attorney working on the County Matters. Nonetheless, if BBK represents the County on the County Matters while BBK concurrently represents the District on the Use Permit Matter, this creates a potential conflict of interest for BBK. Therefore, we write to advise the County of the potential conflict of interest, the impact of our representation, and to obtain the County’s informed written consent for BBK to represent the District on the Use Permit Matter while BBK continues to represent the County on the County Matters.

RULES OF PROFESSIONAL CONDUCT

Rule 1.7 of the California Rules of Professional Conduct provides in pertinent part:

- (a) A lawyer shall not, without informed written consent from each client and compliance with paragraph (d), represent a client if the representation is directly adverse to another client in the same or a separate matter.
- (b) A lawyer shall not, without informed written consent from each affected client and compliance with paragraph (d), represent a client if there is a significant risk the



BEST BEST & KRIEGER
ATTORNEYS AT LAW

Lauren Walker
March 4, 2020
Page 2

lawyer's representation of the client will be materially limited by the lawyer's responsibilities to or relationships with another client, a former client or a third person, or by the lawyer's own interests.

...

- (d) Representation is permitted under this rule only if the lawyer complies with paragraphs (a), (b), . . . and:
 - (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
 - (2) the representation is not prohibited by law; and
 - (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

SCOPE OF REPRESENTATION & DISCLOSURES

As part of this consent, the County agrees that we may represent the District in the Use Permit Matter and possibly other unrelated matters as needed while we concurrently represent the County on the County Matters and possibly other unrelated matters as needed.

Our representation of the County and the District as described in this letter is not prohibited, but requires the County's consent. We do not believe our representation of the District will impair our competency, diligence or loyalty to the County nor will it otherwise materially limit our representation of the County or impair our independent professional judgment in any way. For example, we do not believe we will be tempted to favor the interests of one client over the other, nor do we think the relationship will create any appearance of impropriety. However, these are all things the County should consider before signing this waiver.

In the event that circumstances change or we become aware of new information that requires client consent or new notice, each client will be notified of that fact immediately, and continued representation will be subject to that notice and the informed written consent of each client will be obtained as necessary. Should an actual conflict of interest develop in the future or if the relationship should materially limit our representation of either client, we may be required to terminate our representation, which could impact attorney's fees and costs should the County need to hire new counsel at that time.



BEST BEST & KRIEGER
ATTORNEYS AT LAW

Lauren Walker
March 4, 2020
Page 3

THE COUNTY’S CONSENT

If the County agrees to the above, we need an authorized representative of the County to sign this consent letter. This consent will not waive any protection that the County may have with regard to attorney-client communications with us in the County Matters or any other matters in which BBK has represented the County. Those communications will remain confidential and will not be disclosed to any third party without the County’s consent.

Please consider this request carefully, and do not hesitate to contact me if you have any questions or concerns.

The County’s execution of this consent form will constitute an acknowledgment of full disclosure in compliance with the requirements of Rule 1.7 of the California Rules of Professional Conduct previously quoted in this letter, and the County’s consent to proceeding with our representation of the District on the Use Permit Matter while BBK continues to represent the County on the County Matters.

If you have any questions, please do not hesitate to call.

Sincerely,

Isabel C. Safie
of BEST BEST & KRIEGER LLP

CONSENT

By this letter, Best Best & Krieger LLP has explained the existing and/or reasonably foreseeable potential risks and conflict(s) of interest in the above referenced matter, and has informed the County of the possible consequences of this representation and these conflicts. I understand that the County has the right to and have been encouraged to consult with independent counsel before signing this consent, and I acknowledge that the County has been given sufficient time to do so. Notwithstanding the foregoing, the County hereby consents and agrees to be represented by Best Best & Krieger LLP.

By: _____

Dated: _____

For: County of Sonoma