



555 12<sup>th</sup> Street, Suite 1500  
Oakland, California 94607  
tel (510) 808-2000  
fax (510) 444-1108  
www.meyersnave.com

Edward L. Kreisberg  
Attorney at Law  
Direct Dial: (510) 808-2000  
ekreisberg@meyersnave.com

RECEIVED

NOV 23 2015

COUNTY COUNSEL  
MARTINEZ, CALIF.

November 20, 2015

Sharon L. Anderson, County Counsel  
County of Contra Costa  
651 Pine Street  
9<sup>th</sup> Floor  
Martinez, CA 94553

**Re: Request for Conflicts Waiver regarding Meyers Nave's Proposed  
Representation of Rodeo-Hercules Fire Protection District in *Contra Costa  
County Employees' Retirement Association v. Rodeo-Hercules Fire  
Protection District***

Dear Ms. Anderson:

Meyers Nave represents the Rodeo-Hercules Fire Protection District ("District") as General Counsel. In that capacity, we have been asked to provide advice to the District in connection with a petition for writ of mandate and complaint for declaratory and injunctive relief filed by the Contra Costa County Employees' Retirement Association for missed or late unfunded actuarial accrued liability payments. The action is entitled *Contra Costa County Employees' Retirement Association v. Rodeo-Hercules Fire Protection District*, Contra Costa County Superior Court, case no. N15-1906. In this matter, the Contra Costa County Auditor-Controller and Contra Costa County Treasurer-Tax Collector (collectively referred as "County") are named as real parties in interest.

As you are aware, Meyers Nave currently also represents Contra Costa County ("County") on an as-needed basis labor and employment matters which are unrelated to the *Contra Costa County Employees' Retirement Association v. Rodeo-Hercules Fire Protection District* matter.

In advising the District regarding the *Contra Costa County Employees' Retirement Association v. Rodeo-Hercules Fire Protection District* matter, actual or potential conflicts of interest may arise between the District and the County if the interests of each become inconsistent with each other. We write to request your informed written consent to our representation of the District in this matter, as well as our continued representation of the County in connection with other unrelated matters currently existing, or in the future, where the District and the County are not simultaneously involved.

Relevant sections of the California Rules of Professional Conduct, Rules 3-310(B), 3-310(C), and 3-310(E), provide as follows:

Rule 3-310(B): A member shall not accept or continue representation of a client without providing written disclosure to the client where:

- (1) The member has a legal, business, financial, professional, or personal relationship with a party or witness in the *same matter*; or
- (2) The member knows or reasonably should know that:
  - (a) the member previously had a legal, business, financial, professional, or personal relationship with a party or witness in the *same matter*

With regard to Rule 3-310(B), we are not aware, to the best of our knowledge, of any member of our firm having or had (1) “any legal, business, financial, professional, or personal relationship with any party or witness in the *same matter*” (involving both the District and the County) or (2)(a) previous “legal, business, financial, professional, or personal relationship with a party or witness in the *same matter*” except for our proposed representation of the District, as described above. Our representation of the District, would be in the *Contra Costa County Employees’ Retirement Association v. Rodeo-Hercules Fire Protection District*, separate from our representation of the County in other unrelated matters.

Rule 3-310(C): A member shall not, without the informed written consent of each client:

- (3) Represent a client in a matter and at the same time in a separate matter accept as a client a person or entity whose interest in the first matter is adverse to the client in the first matter.

With regard to Rule 3-310(C)(3), the District has no “interest” in the County’s unrelated labor and employment matters for which we are counsel and therefore the District is not adverse to the County in those matters. Rather, our work described herein will result in our representing the District and the County concurrently in separate, unrelated matters. Since we have a professional duty of undivided loyalty to each current client, we need the informed written consent of both the County and the District to continue to represent both in unrelated matters.

Rule 3-310(E): A member shall not, without the informed written consent of the client or former client, accept employment adverse to the client or former client where, by reason of the representation of the client or former client, the member has obtained confidential information material to the employment.

With reference to Rule 3-310(E), we do not believe that we have obtained any confidential information from the County that would be material to the matter in which we have been asked to represent the District. However, the County may believe we have or may receive such material confidential information from our representation of it and therefore we

request the informed written consent of the County to represent the District in the *Contra Costa County Employees' Retirement Association v. Rodeo-Hercules Fire Protection District*.

In summary and to assist you in determining whether or not to consent to our representation of the District, we hereby inform you that:

- (a) We do not anticipate any foreseeable adverse effects upon the County resulting from our representation of the District in the *Contra Costa County Employees' Retirement Association v. Rodeo-Hercules Fire Protection District* matter.
- (b) We do not anticipate any foreseeable adverse effects upon the District resulting from our past and current representation of the County in separate unrelated matters

We ask that the County consider this waiver request carefully. You may wish to confer with independent legal counsel regarding this consent, and should feel free to do so. If, after review and consideration of the foregoing, the County accepts the conditions of this conflict waiver, please sign the enclosed copy of this letter and return it to me as soon as possible.

Please do not hesitate to call me if you have any questions or concerns about the foregoing.

Very truly yours,



Edward L. Kreisberg  
Attorney at Law

c: Conflicts Dept., Meyers Nave

County of Contra Costa consents to the representation described above.

County of Contra Costa

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Sharon L. Anderson  
County Counsel

2553765.1