

LAW OFFICES OF
**GREENAN, PEFFER,
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April 8, 2020

Via Email Only

(Sharon.Anderson@cc.cccounty.us)

Contra Costa County Counsel
Attn: Sharon L. Anderson, Esq.
651 Pine Street, 9th Floor
Martinez, California 94553

Re: **Conflict Waiver re Representation of East Bay
Veterinary Properties, LLP**

Dear Ms. Anderson:

Greenan, Peffer, Sallander & Lally, LLP represents East Bay Veterinary Properties, LLC (EBVP) the owner of the property located at 2055 Meridian Park Blvd., Concord, CA (the "Property"). In addition, for over 25 years this firm has represented Contra Costa County (the "County") in eminent domain litigation and property tax appeals and litigation matters. We understand that the County and EBVP are negotiating the temporary lease of the Property by the County as a COVID-19 recovery or quarantine facility. Accordingly, we must inform you of our representation of EBVP and the County, discuss with you the potential impact of our representation, and obtain your informed written consent.

RULES OF PROFESSIONAL CONDUCT

Rule 3-310 of the California Rules of Professional Conduct provides in pertinent part:

- (C) A member [of the Bar] shall not, without the informed written consent of each client:
 - (1) Accept representation of more than one client in a matter in which the interests of the clients potentially conflict; or

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- (2) Accept or continue representation of more than one client in a matter in which the interests of the clients actually conflict; or
- (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,

OUR REPRESENTATION

To expedite negotiations and provide efficiency, EBVP would like this firm to continue to represent it in the negotiation and drafting of the temporary lease agreement for the Property with the County. This obviously represents a potential conflict with this firm's representation of the County, although this firm has not represented the County with regard to the lease of the Property, COVID-19 issues or any related matter. To assist in the avoidance of any actual conflict, this firm will not allow any of the firm's attorneys that work with the County on eminent domain litigation or property tax matters (primarily Kevin Lally and Robin Thornton) to have any involvement related to the negotiation or drafting of the temporary lease agreement. This firm will also not represent either the County or EBVP in any adversarial litigation proceedings in the unlikely event that a dispute may arise between EBVP and the County in the future.

POTENTIAL ADVERSE CONSEQUENCES

We cannot predict each and every negative impact for you which may occur as a result of giving consent as requested here, however the reasonably foreseeable adverse consequences that could arise are the following:

- We may be tempted to favor the interests of one client over the other.
- We may not be able to present the appropriate position, claims or defenses for a client in order to avoid taking adverse positions to the other client.
- We may be restricted from forcefully advocating a client's position for fear of alienating the other client.
- We may be forced to withdraw from representing either or both clients because of disputes or further conflicts of interest which could increase either or both clients' attorney's fees and costs.
- There may be an appearance of impropriety in our representation of both clients simultaneously.

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YOUR CONSENT

If you agree to the above, we need you to sign this consent letter. It is understood that your consent will not waive any protection that you may have with regard to attorney-client communications with us. Those communications will remain confidential and will not be disclosed to any third party without your consent.

I believe that you are familiar with the factual background in tills matter, and I have given you a sufficiently-detailed description for obtaining informed written consent. However, if you believe that there is any other information that you or I need to have before such consent can be granted, please let me know immediately.

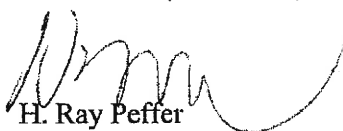
In the event that circumstances change or we become aware of new information that requires a new consent from the parties, you will be notified of that fact immediately, and continued representation will be subject to the informed written consent of involved parties.

I should emphasize that you are entitled to and should consider obtaining an independent legal opinion regarding the advisability of signing this consent form.

Your execution of this consent form will constitute an acknowledgment of full disclosure in compliance with the requirements of Section 3-310 of the California Rules of Professional Conduct previously quoted in this letter.

Sincerely,

GREENAN, PEFFER, SALLANDER & LALLY, LLP



H. Ray Peffer

AGREED AND ACCEPTED:

CONTRA COSTA COUNTY

By: _____
Print Name, Title: _____

HRP:ss
Cc: Thomas Geiger Thomas.Geiger@cc.cccounty.us
Kathleen M. Andrus Kathleen.Andrus@cc.cccounty.us