

**goldfarb
lipman
attorneys**

1300 Clay Street, Eleventh Floor
Oakland, California 94612
510 836-6336

M David Kroot
Lynn Hutchins
Karen M. Tiedemann
Dianne Jackson McLean
Isabel L. Brown
James T. Diamond, Jr.
Margaret F. Jung
Heather J. Gould
William F. DiCamillo
Amy DeVaudreuil
Barbara E. Kautz
Rafael Yaquián
Celia W. Lee
Dolores Bastian Dalton
Joshua J. Mason
Jeffrey A. Streiffer
Elizabeth R. Klueck
Jhaila R. Brown
Gabrielle B. Janssens
Benjamin Funk
Matthew S. Heaton
Rye P. Murphy
Aileen T. Nguyen
Katie Dahlinghaus
Brandon V. Stracener
Dori Kojima
Nazanin Salehi
Erin C. Lapeyrolerie
Minda Bautista Hickey
Jocelyn A. Portales
Colleen A. Wisel
Thomas J. Levendosky
Estrella M. Lucero
Vasudha Purohit
Alexa Cacao Morton

Los Angeles
213 627-6336
San Diego
619 239-6336

Goldfarb & Lipman LLP

March 14, 2025

Sheryl Bratton
County Counsel
County of Napa
1195 Third Street, Suite 301
Napa, CA 94559

Erika Roetman Sklar
Napa Valley Community Housing
150 Camino Dorado
Napa, CA 94558

via electronic mail

Re: Consents to Potential Conflict of Interest– Napa County
Vista del Valle Mobile Home Park –

Dear Ms. Sklar and Ms. Bratton:

We write this letter to disclose our representation with Napa County (the "County") and Napa Valley Community Housing ("NVCH") (collectively, the "Parties") and to request the consents of the County and NVCH for Goldfarb & Lipman LLP to represent the County in connection with advising the County on a certificate of legal nonconformity and other zoning and land use questions relating to Vista Del Valle Mobile Home Park. Goldfarb & Lipman will not be representing NVCH in this transaction, as NVCH has its own counsel.

The specific purpose of this letter is to advise you of a potential conflict of interest of Goldfarb & Lipman due to the existing and continued relationships that Goldfarb & Lipman has separately with each of you, and the proposed representation of the County in the transaction as described above. To undertake this representation, we are required to (1) disclose in writing our existing relationship with each of you, and (2) obtain the informed written consent of each of you to such potential conflict of interest, as described in this letter. We believe that we will be able to provide competent and diligent representation to the County in this matter.

I. Existing Relationships.

The County is an existing client of Goldfarb & Lipman. We have and continue to represent the County in connection with affordable housing loans and also in connection with certain other real estate and land use matters.

Goldfarb & Lipman has represented Napa Valley Community Housing with the acquisition and development of affordable housing.

II. Potential Conflict of Interest.

While we are unaware of any current conflict of interest created by our existing relationships described in Section I above, as attorneys, we are governed by specific rules relating to our representation of clients when potential conflicts of interest exist. We must disclose certain information, and obtain the informed written consentsⁱ of each of you to represent the County in connection with the transaction as described in this letter, in accordance with Rules 1.1, 1.4, 1.6, 1.7, 1.8.2, 1.9 and 1.10 of the Rules of Professional Conduct of the State Bar of California (the "CRPC").

Our representation of the County in connection with the transaction could potentially create a conflict of interest for Goldfarb & Lipman. At this time, we do not believe that there is an actual conflict of interest for Goldfarb & Lipman, and we believe that we can competently represent the County in this Transaction and still maintain our independent judgement and duty of loyalty to each of you in unrelated matters. In addition, we do not believe that we have obtained any confidential information from NVCH which is material to our proposed representation of the County in the transaction, or from the County that is material to our continued representation of NVCH in unrelated matters.

However, if an actual conflict should arise related to the transaction in which: (i) the interest of NVCH is now adverse to the interest of the County, that would affect our independent judgment and our duty of loyalty to each of you in the unrelated matters; (ii) the issue of dispute in this transaction is substantially related to the same issue in which we have represented either of you in other matters; or (iii) we have obtained any confidential information from County that is material to our representation of NVCH, or any confidential information from NVCH that is material to our representation of the County, we would need to determine if we could continue to represent the County in the transaction. In reaching our decision, we would first need to determine if we could competently continue such representation, notwithstanding the adversity, and after such determination, we would further need to obtain the informed written consent of each of you.

III. Informed Written Consent.

You should thoroughly review and consider the matters discussed in this letter, and consider seeking independent counsel before providing your consent. If, after such review, each of you consents to Goldfarb & Lipman representing the County in the manner outlined above, please sign and return the attached consent form: (i) acknowledging that you have been advised of Goldfarb & Lipman's past and continuing relationships with each of you; (ii) acknowledging that you have been advised of Rules 1.1, 1.4, 1.6, 1.7, 1.8.2, 1.9 and 1.10 and the potential conflict of interest associated with our representation of the County in the transaction; and (iii) that you nevertheless consent to our representation of the County in connection with the transaction.

If you have any questions regarding this letter or our representation of each of you, please call us before signing and returning the enclosed copy of this letter.

Sincerely,



GABRIELLE JANSSENS
Attorney for the County



KAREN TIEDEMANN
Attorney for NVCH

CONSENT

Goldfarb & Lipman has explained to each of you: (i) Goldfarb & Lipman's past and continuing relationships with each of you; (ii) CRPC Rules 1.1, 1.4, 1.6, 1.7, 1.8.2, 1.9 and 1.10 and the potential conflict of interest in relation to Goldfarb & Lipman's proposed representation of Napa County in the Transaction and the possible consequences of this conflict; (iii) the potential conflict of interest that Goldfarb & Lipman may have in its representation of the County in connection to the Transaction; and (iv) the consequences of such representation. Each of the undersigned nevertheless consents to representation by Goldfarb & Lipman regarding the Transaction and gives approval to such representation as described in this letter.

We understand that we have the right to seek independent counsel before signing this consent or at any future time.

COUNTY OF NAPA

By: _____
Sheryl Bratton, County Counsel

Dated: _____

NAPA VALLEY COMMUNITY HOUSING, a
California nonprofit public benefit corporation

Dated: _____

By: _____
Erika Roetman Sklar