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April 23, 2025

VIA E-MAIL

County of Napa
Attn: Jason Dooley
1195 Third Street, Suite 301
Napa, CA 94559
Email: Jason.Dooley@countyofnapa.org

Re: Consent to Conflict of Interest

Dear Jason:

Hanson Bridgett has been asked to represent the State of California Department of Human Resources ("CalHR") in connection with reviewing documents appointing Napa County Public Guardian ("NCPG") as conservator of a Savings Plus Plan participant and advising CalHR regarding that appointment (the "Subject Matter"). NCPG is a department of the County of Napa (including NCPG, referred to herein as the "County"). Accordingly, the interests of CalHR and the County are adverse in the Subject Matter.

As you know, Hanson Bridgett currently represents the County in connection with employment tax and certain other litigation matters. These matters are separate and unrelated to the Subject Matter. We do not now, nor will we seek to, represent the County with regard to the Subject Matter. Nevertheless, because the interests of the County and CalHR are adverse in the Subject Matter, our concurrent representation of the County and CalHR creates a conflict of interest for our firm.

California Rule of Professional Conduct 1.7 permits us to represent one client adverse to another client in the same or a separate matter if we (i) explain the relevant circumstances and the material risks, including any actual and reasonably foreseeable adverse consequences, of our proposed representation, and (ii) obtain each client's informed written consent. Accordingly, we are writing to disclose this circumstance to the County, and to ask for the County's consent to our representation of CalHR in the Subject Matter and waiver of the conflict of interest arising from our concurrent representations of CalHR and the County in separate matters. We are asking for CalHR's consent to this conflict through a similar conflict waiver.

As noted above, our representation of CalHR in the Subject Matter creates a conflict of interest for Hanson Bridgett related to our duty of loyalty and our duty of confidentiality. The interests of the County and CalHR regarding the Subject Matter are adverse because each party may have different goals and objectives with respect to that matter. At this time, we do not believe our representation of CalHR in the Subject Matter or any other matters will compromise our ability to represent the County competently and diligently in separate and unrelated matters, or our ability to maintain our duty of loyalty and confidentiality to the County. There is a possibility, however, that confidential information may come into our possession through our representation of CalHR

which we will be unable to share with the County, or vice versa. There could also be a perception or concern that we would be less aggressive in our representation of CalHR because of our relationship with the County, or vice versa. Please be assured, however, that if we did not believe we could competently represent CalHR or the County in their respective matters, we would not be seeking this consent.

Ethical Wall

In order to ameliorate concerns the County or CalHR might have with respect to this situation, we will institute a screening procedure whereby the lawyers and staff working for CalHR on the Subject Matter will not do any work for the County while the Subject Matter is pending and will not discuss their work for CalHR with lawyers or staff who are currently doing work for the County. Similarly, lawyers and staff working for the County will refrain from discussing any of the County's matters with the lawyers and staff representing CalHR in the Subject Matter and will not be given access to any of CalHR's files related to the Subject Matter

This letter confirms that we have fully disclosed to you the circumstances giving rise to the conflict of interest and the material risks, including any actual or reasonably foreseeable adverse consequences of our representation of CalHR in the Subject Matter and our concurrent representation of the County in matters unrelated to the Subject Matter.

Finally, a material change in circumstances in the future may require us to make additional disclosures and obtain additional informed written consent. If additional facts come to our attention or further developments affect our analysis, we will be in contact with you to discuss them.

Consent

If the County agrees that Hanson Bridgett may undertake the concurrent representations described above, and that the County consents to, and waives any conflict of interest arising out of, Hanson Bridgett's representation of CalHR in the Subject Matter and any other matters unrelated to our representation of the County, please indicate the County's informed consent and waiver by having the appropriate person sign as indicated below. We encourage the County to consult with other counsel should the County have any questions regarding this letter or the consent we are requesting. Please also return an executed copy of this letter as soon as possible by email to me at JBoyette@hansonbridgett.com.

Very truly yours,



Judith W. Boyette
Partner

CONFLICT WAIVER

The County of Napa hereby consents to and waives any conflict of interest in Hanson Bridgett LLP's concurrent representation of the County and the California Department of Human Resources, as described above.

County of Napa

signature

Jason Dooley, Chief Deputy County Counsel

Date: _____