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January 7, 2022

Mr. Edward Kiernan  
County Counsel  
County of Siskiyou  
1312 Fairlane Road, Suite 6  
Yreka, CA 96097

Re: Conflict Waiver - Representation of Michigan-California Timber  
Company, LP

Dear Mr. Kiernan:

As of January 1, 2022, Best Best & Krieger LLP (“BBK”) and Karnopp Petersen LLP (“KP”) merged to become one law firm under BBK. One of KP’s clients that has transferred to BBK as part of the merger is Michigan-California Timber Company, LP (“MCTC”). As you may know MCTC owns a substantial amount of timberland in Siskiyou County (“County”). KP has represented MCTC over a number of years on a variety of matters relating to its timberland. BBK will continue to represent MCTC on such various matters.

Before the merger, MCTC engaged KP to assist it prepare a Declaration of Restrictive Covenant in connection with a boundary line application (BLA-21-22) filed by MCTC with the County (“Land Use Matter”). MCTC transmitted a draft of the declaration to the County in early December and received comments from County staff shortly before the new year. On January 4, County staff advised MCTC that they need to know by Monday, January 10, whether the declaration is agreeable so that staff can include the matter on the February agenda for the Board of Supervisors. We understand that the County may have opposing interests with MCTC in the Land Use Matter. For example, MCTC may disagree with the County regarding the proposed language in the restriction and suggest further revisions.

BBK also represents the County as Special Counsel on a variety of matters, such as but not limited to affordable housing matters and possibly other matters as requested (“County Matters”). The County Matters and the Land Use Matter are unrelated. However, if BBK represents MCTC on the Land Use Matter while BBK represents the County on the County Matters, this creates a conflict of interest for BBK. Therefore, we write to advise you of the conflict of interest, the impact of our representation, and to obtain your informed written consent to proceed.

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### **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 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.

### **OUR REPRESENTATION & DISCLOSURES**

Our representation of MCTC and the County as described in this letter is not prohibited, but requires your consent. We do not believe our representation of MCTC 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 you should consider before agreeing to this waiver.

If circumstances change or we become aware of new information that requires client consent or new notice, each client will be notified of that fact, and continued representation will be subject to that notice and the informed written consent of each client will be obtained as necessary. Should a further conflict of interest develop or if the relationship should materially limit



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our representation of either client, we may be required to terminate our representation, which could impact your attorney's fees and costs should you need to hire new counsel at that time.

### **YOUR CONSENT**

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

Please consider this matter carefully, and do not hesitate to contact us if you have any questions or concerns. You may wish to confer with independent legal counsel regarding this disclosure and your consent, and you should feel free to do so.

Your 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 your consent to proceeding with our representation of you.

Sincerely,

Elizabeth Wagner Hull  
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 me of the possible consequences of this representation and these conflicts. I understand that I have the right to and have been encouraged to consult with independent counsel before signing this consent, and I acknowledge that I have been given sufficient time to do so. Notwithstanding the foregoing, I hereby consent and agree to the above.

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

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