



PROCOPIO
525 B Street
Suite 2200
San Diego, CA 92101
T. 619.238.1900
F. 619.235.0398

KEVIN M. DAVIS
P. 619.515.3293
kevin.davis@procopio.com

SAN DIEGO
DEL MAR HEIGHTS
SILICON VALLEY
ORANGE COUNTY
LAS VEGAS
PHOENIX

May 26, 2021

CONFIDENTIAL / ATTORNEY-CLIENT PRIVILEGED

Board of Directors
Sequoia Grove Charter Alliance
c/o Jason Baldwin, Board Chair
4305 S. Meridian Road
Meridian, CA 95957

Board of Directors
Feather River Charter School
c/o Jenell Sherman, Executive Director
4305 S. Meridian Road
Meridian, CA 95957

Board of Directors
Clarksville Charter School
c/o Jenell Sherman, Executive Director
4818 Golden Foothills Parkway #9
El Dorado Hills, CA 95762

Board of Directors
Lake View Charter School
c/o Julie Haycock, Executive Director
4672 County Road N
Orland, CA 95963

Board of Directors
Winship Community School
c/o Julie Haycock, Executive Director
1740 E. Huntington Dr. #205
Duarte, CA 91010

Re: Informed Consent and Waiver with Regard to Conflicts of Interest

Dear Board Members:

Procopio, Cory, Hargreaves & Savitch, LLP (the "Firm") currently provides legal counsel to Feather River Charter School, Clarksville Charter School, Lake View Charter School and Winship Community School (collectively, the "Schools"), including to assist with the formation and operation of Sequoia Grove Charter Alliance ("Sequoia Grove"). We understand that the Schools currently provide shared services and resources to each other, including shared staff resources, and that many administrative tasks and resources will be undertaken by Sequoia Grove and performed by Sequoia Grove and its staff pursuant to services agreements with the Schools. Each of the Schools serves as a corporate member of Sequoia Grove, with the authority to designate a representative on Sequoia Grove's governing board, to approve Sequoia Grove's chief administrator, and to oversee Sequoia Grove's services to the Schools.

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We have been asked to represent Sequoia Grove with respect to its operations, such as to develop employment contracts for staff hired by Sequoia Grove who would ultimately perform the administrative tasks that support the Schools, to develop the agreements by which Sequoia Grove would provide administrative tasks and resources to the Schools and other agreements between the Schools and Sequoia Grove, and to assist with Sequoia Grove's ongoing operations.

Our joint and continued representation of the Schools and Sequoia Grove may create certain conflicts of interest, in that the interests and objectives of each client individually on certain issues may become inconsistent with the interests and objectives of the others. The joint representation of multiple clients may result in economic and/or tactical advantages. However, you should be aware that multiple representation also involves significant risks. First, it may result in divided, or at least shared, attorney-client loyalties. It may also limit the lawyer's ability to recommend or advocate all possible positions that each client might take because of the lawyer's duty of loyalty to the other clients. Also, the lawyer might not be able to offer alternatives that would otherwise be available to each of the clients absent the joint representation.

Although we are not currently aware of any actual or reasonably foreseeable adverse effects of such divided or shared loyalty, it is possible that issues may arise as to which our representation of any of you individually may be materially limited by our representation of all of you. As an example, Sequoia Grove may seek to hire employees of the Schools pursuant to the terms and conditions of the employment contracts we would develop and, in turn, the services and support that Sequoia Grove provides to the Schools pursuant to the services agreement would be based, in part, by those hired employees and the terms of their employment. The interests of the Schools, individually or collectively, may potentially or actually conflict with the interests of Sequoia Grove in developing the employment contracts or services agreements, resulting in our divided or shared loyalty.

Furthermore, because we will be jointly retained by each of you, in the event of a dispute among you, the attorney-client privilege generally will not protect communications that have taken place between each of you and attorneys in our firm. Moreover, pursuant to this joint client arrangement, anything any of you discloses to us may be disclosed by us to the others. You may not communicate to us any information which you do not wish to be communicated to any other client whom we are representing pursuant to this arrangement.

In the event of a dispute or conflict between the Schools and Sequoia Grove, there is a risk that we may be disqualified from representing you absent written consent from you at that time. We anticipate that if such a conflict or dispute were to arise, we would continue to represent the Schools, notwithstanding any adversity between you. Accordingly, we are asking that you consent to our continued and future representation of the Schools and agree not to assert any conflict of interest or seek to disqualify us from representing the Schools, notwithstanding any adversity that may develop. By signing and returning to us the agreement and consent set forth at the end of this letter, you are consenting to such arrangement and are waiving any conflicts regarding that arrangement. Notwithstanding such waiver and consent, depending on the circumstances, there remains some degree of risk that we could be disqualified from representing any of you in the event of a dispute.

As attorneys, we are governed by specific rules relating to our representation of clients when actual or potential conflicts of interest exist, or where there is a significant risk that our representation of each of you may be materially limited by our duties to other clients we are representing in the

engagement. In particular, Rule 1.7 of the Rules of Professional Conduct of the State Bar of California provides in relevant 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 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, 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) [and] (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 this same litigation or proceeding before a tribunal.
- (e) For purposes of this rule, "matter" includes any judicial or other proceeding, application, request for a ruling or other determination, contract, transaction, claim, controversy, investigation, charge, accusation, arrest or other deliberation, decision or action that is focused on the interests of specific persons, or a discrete and identifiable class of persons.

Under the Rules of Professional Conduct, "Informed consent" means a person's agreement to a proposed course of conduct after the lawyer has communicated and explained (i) the relevant circumstances and (ii) the material risks, including any actual or reasonably foreseeable adverse consequences of the proposed course of conduct. "Informed written consent" means that the disclosure and the consent required must be in writing.

Notwithstanding these risks, you have advised us that in this matter at the present time you do not desire to seek other counsel but instead you desire that we represent your multiple interests. Because the interests of any one of you may become inconsistent with the interests of the others, under the ethical standards discussed above, we are required to bring this matter to your attention and to obtain your consent before representing you in this matter.

Accordingly, we request that you signify your informed written consent to this representation by signing this letter below. We encourage you to seek independent counsel regarding the import of this consent, if you so desire, and we emphasize that you remain completely free to seek independent counsel at any time even if you decide to sign the consent set forth below. If these conditions are



acceptable, please sign where indicated below and return a copy to me. If you have any questions, please contact me. Thank you very much for your cooperation.

Sincerely,

Kevin M. Davis

INFORMED CONSENT AND WAIVER

Procopio, Cory, Hargreaves & Savitch LLP has explained to each of the undersigned that there exist potential conflicts of interest in the joint representation of the undersigned in connection with the above-described matter and has informed each of the undersigned of the possible consequences of such.

Each of the undersigned will immediately notify Procopio, Cory, Hargreaves & Savitch LLP in writing if you believe any issues arise where your interests diverge with the other clients listed below and a conflict may exist.

Each of the undersigned understands that it has the right to, and has been encouraged to, consult with independent counsel before signing this agreement.

Each of the undersigned consents to the joint representation of the undersigned by Procopio, Cory, Hargreaves & Savitch LLP on the terms outlined above.

Dated: _____

SEQUOIA GROVE CHARTER ALLIANCE

By: _____

Its: _____

Print Name: _____

Dated: _____

FEATHER RIVER CHARTER SCHOOL

By: _____

Its: _____

Print Name: _____

[Signatures Continued on the Next Page.]

Dated: _____

CLARKSVILLE CHARTER SCHOOL

By: _____

Its: _____

Print Name: _____

Dated: _____

LAKE VIEW CHARTER SCHOOL

By: _____

Its: _____

Print Name: _____

Dated: _____

WINSHIP COMMUNITY SCHOOL

By: _____

Its: _____

Print Name: _____