

July 7, 2023

**VIA E-MAIL MPARK@PORTLA.ORG  
& U.S. MAIL**

Minah Park  
Deputy City Attorney  
Office of the City Attorney  
425 South Palos Verdes Street  
San Pedro, California 07753

Re: Claim No.: C22-202727  
Claimant: Gerardo Sanchez (adv. City of Los Angeles)  
Date of Incident: December 24, 2021  
*Conflict of Interest Waiver*

Dear Ms. Park:

This letter confirms our prior telephone discussion in which I requested a conflict waiver from the City of Los Angeles, and each of its departments or affiliates and subsidiaries including, but not limited to, the Port of Los Angeles ("you" or the "City"), regarding the potential conflict of interest with respect to (1) Burke, Williams & Sorensen LLP's ("firm") representation of you in various matters, including the defense of the City and the Los Angeles Police Department in various excessive force and protest cases, defense of you in unrelated CEQA filings, and the firm's anticipated representation of the City of Los Angeles ("City") in the above-referenced matter involving Vopak Terminal Los Angeles Inc. ("Vopak") employee Geraldo Sanchez.; and (2) the firm's representation of Vopak in various matters including defense of OSHA Citations stemming from employee Geraldo Sanchez's accident of December 24, 2021 and a wage and hour class action styled, "Marvin Morris v. Vopak Los Angeles Inc., et al." currently pending in Los Angeles Superior Court. To the best of our knowledge and current understanding, you and Vopak are not potentially adverse in any of the other matters for which the firm has been retained by you.

This letter formally discloses and seeks the City's informed, written consent to waive the potential conflicts of interest in our joint representation of the City and Vopak in the case involving Geraldo Sanchez.



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The firm anticipates that Vopak will be paying the firm for the defense of the City in the above-referenced Gerardo Sanchez adv. City of Los Angeles matter, pursuant to an indemnification provision included in Vopak's lease and/or permit issued by the City. The firm is not aware of any dispute between the City and Vopak regarding the indemnification provision.

Rule 1.7 of the California Rules of Professional Conduct governs the conduct of members of the California State Bar regarding conflicts of interest. Rule 1.7 prohibits attorneys "without informed written consent" to represent a client:

- a. "if the representation is directly adverse to another client in the same or a separate matter" or
- b. "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."

Under Rule 1.7, representation is permitted if all clients provide informed written consent by executing a written conflict of interest waiver and: (1) the firm reasonably believes that it 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 firm in the same litigation.

We hereby confirm to you that, after fully disclosing to you the circumstances of this matter, the firm is able to provide competent and diligent representation to both you and Vopak. Payment of fees by Vopak will not affect our decision making or our obligations under Business & Professions Code section 6068. We further confirm to you that we have sought consent from Vopak and are sending Vopak a similar letter.

Joint representation does involve certain risks. Jointly represented parties may not claim a privilege relative to one another in this matter. Thus, in the event of a dispute between them, neither the City nor Vopak will be able to prevent one another from learning what the other party may have told us, or what we told the other party. In the usual circumstance, privileges between an attorney and client are not shared with anyone else. Also, the firm may not enter into an aggregate settlement of the litigation without the consent of the other party. If either the City or Vopak refuses to settle or resolve this case, we may have to move to withdraw from representing the City and



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Vopak, creating the potential for additional legal fees and expenses by the City to continue with the City's defense thereafter.

Under these circumstances, if you agree on behalf of the City that the firm may undertake the separate, concurrent representations of you and Vopak in the matter described above, and that you are waiving any objection to the potential conflict of interest with respect to such separate, concurrent representations, please indicate your informed consent and waiver by signing below. Also, please return the executed copy to me as soon as possible, keeping a copy for your records. A stamped, addressed envelope is enclosed for return of the signed waiver letter.

Thank you. We look forward to working with you.

Sincerely,



John Erin McOske

JEM:dvdw

**CONFLICT WAIVER**

The City of Los Angeles hereby provides informed consent to and waives any objection to the conflict of interest in Burke, Williams & Sorensen LLP's concurrent representation of the City of Los Angeles and Vopak Terminal Los Angeles Inc. as described in the aforesaid circumstances. The law firm is authorized to disclose this letter in the event disclosure is relevant to any judicial, administrative or regulatory proceedings.

Date: July 7, 2023

**CITY OF LOS ANGELES**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_