

# Morgan Lewis

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**VIA EMAIL**

August 23, 2021

Kevin Opyrchal  
Director  
Al-Anon Information Service Office of Orange County  
12391 Lewis Street, Suite 102  
Garden City, CA 92840

Re: Al-Anon Information Service Office of Orange County - New Representation

Dear Mr. Opyrchal:

Morgan, Lewis & Bockius LLP appreciates the opportunity to represent Al-Anon Information Service Office of Orange County (“Client”) in the matters described below. In accordance with firm policy, the purpose of this letter is to set forth our understanding as to the terms upon which we have been retained.

**MUTUAL RESPONSIBILITIES**

We will provide the legal services that, in our professional judgment, are appropriate and in accordance with applicable legal and ethical standards. You agree that appropriate representatives of the Client will be reasonably available to confer with us upon request, will provide us with such documents and information as you may possess relating to the services provided, will disclose all facts and circumstances of which you are aware that may bear upon our services, will promptly pay any invoices in accordance with the terms of this letter, and will otherwise assist our efforts as we reasonably request.

**SCOPE OF REPRESENTATION; CONFLICTS WAIVER**

The scope of the representation will consist of reviewing and, as appropriate, revising the Client’s bylaws and other corporate documents. Our representation of you does not involve litigation. You understand and accept that this representation is strictly limited to the matter described above and that the Firm does not agree at this time to represent the

Client in any additional proceeding or with any additional projects. If the Firm later agrees to represent you with any additional matters, you will sign a separate agreement to cover those matters.

As you are aware, we are a large law firm, and we represent many other companies and individuals. It is possible that some of our present or future clients will have disputes or other dealings with the Client or its affiliates during the time that we are representing the Client. Because you have retained us to provide legal services only to Client, you acknowledge that our professional relationship is with Client only and that our work for you does not create an attorney-client relationship with any of your subsidiaries or other affiliates, or any individual director, officer, employees, or agents of the Client.

Accordingly, as a condition of our undertaking to provide advice to you, you agree that this firm may continue to represent, and/or may undertake in the future to represent, existing and/or new clients in any matter, including litigation, that is not substantially related to our work for the Client, even if the interests of such clients in those other matters are directly adverse to the Client or its affiliates (an "Allowed Adverse Representation"). Where ethically permissible to do so, we will notify you of such representation. We agree, however, that your prospective consent to conflicting representations shall not apply in any instance where, as the result of our representation of the Client, we have obtained sensitive, proprietary or other confidential information of a non-public nature that, if known to another client of ours, could be used to the material disadvantage of the Client in a matter in which we represent, or in the future are asked to undertake representation of, that client.

The Client also agrees that it will not, for itself or any other entity or person, seek to disqualify us from representing another entity or person in any Allowed Adverse Representation because (a) we represent, have represented, or will in the future represent the Client or any affiliate in a matter or (b) we actually, or potentially, possess confidential information belonging to the Client or any affiliate. The Client further agrees that any Allowed Adverse Representation does not breach any duty that we owe to the Client or any affiliate.

In addition, we are a large, diverse firm with attorneys involved in pro bono and public service and other projects that span a wide spectrum of political and philosophical thought. The Client recognizes that we may have represented, may now represent, and may in the future represent clients whose interests diverge from those of the Client. The Client understands and agrees that we may, now or in the future, represent other entities or persons, including in litigation, whose interests or policy goals may differ from or even directly conflict with those advanced by the Client.

We have reached this agreement with the Client with knowledge of the Rules of Professional Conduct (the "California Rules"), especially California Rule 1.7 (copy attached), and after full disclosure to the Client of the actual and reasonably foreseeable

adverse consequences to the Client of the waiver set forth above. The Client consents to our representing, now or in the future, entities or persons adversely to the Client or any affiliate, subject to the limitations set forth above, and waives any conflict or claim of breach of duty on the part of our firm arising from that representation.

### **REIMBURSEMENT OF EXPENSES**

Based on the Client's representation to us that it is a charitable nonprofit organization, we have agreed to represent the Client on a pro bono basis. This means that we will not charge the Client for attorney or paralegal time expended on the matter.

However, the Client will be required to reimburse us for all expenses incurred in connection with the services rendered. These may include the costs of filing documents with government agencies, expenses which we incur while we are away from our office on your business, and other similar expenditures. Where such expenditures are significant in amount, we may ask you to make payment directly to the provider of goods or services.

Please note also that the Client's eligibility for pro bono services, which is largely based on the Client's ability to pay legal fees and expenses, may be periodically evaluated by the Firm and the terms of this engagement may be modified if the Client is determined no longer to be eligible for pro bono treatment.

### **STATEMENTS**

We will send you statements for expenditures which we have made for you on a monthly basis. The amounts set forth in the statements are due within thirty days after the statement is mailed. If you have any questions about any statement, please call me promptly to discuss it.

If your account becomes delinquent, we have established collection procedures which may include stopping all legal services of a non-emergency nature and, where consistent with our ethical obligations, withdrawing from this representation. We also reserve the right to ask you for reasonable security for past due balances and work required in the near future. As a condition of our undertaking this representation, you agree to provide such security to us upon request.

### **TERMINATION**

Client has the right to terminate our engagement at any time by giving us written notice of termination. We also have the right, subject to our responsibilities under applicable ethical rules, to terminate our engagement by giving you written notice if you fail to cooperate with us or to pay our bills when due or if we determine that continuing to represent you would be unethical, impractical or improper. If our relationship is terminated by either of

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us, you will remain obligated to pay us in full for our past costs and expenses in accordance with the terms of this letter.

This agreement, including the attached Addendum Regarding Data Protection, will apply to any additional matters we agree to undertake on your behalf unless we enter into an express written agreement reflecting an alternate agreement.

Please review this letter and Addendum carefully, and discuss with me any questions you may have. If they accurately reflect your understanding of the terms of our representation, please sign below and return a copy to me.

We are pleased to have the opportunity to serve you.

Sincerely,

  
Laurie A. Dee

APPROVED AND ACCEPTED

By: \_\_\_\_\_  
Kevin Opyrchal, Director

Date: \_\_\_\_\_, 2021

**Morgan, Lewis & Bockius LLP**  
**Addendum regarding Data Protection**

Morgan Lewis is committed to maintaining the privacy of personal data. In connection with the terms of our engagement, we both agree that we will comply with our respective obligations under the applicable data protection, data privacy and data security laws (the “Data Protection Laws”). For purposes of performing legal services, we are a separate data controller where the EU General Data Protection Regulation 2016/679 (the “EU GDPR”) and the UK enactment of the EU GDPR is applicable only.

To fulfill the terms of this engagement and for related purposes such as updating and enhancing our client records, managing our practice and statutory returns, processing and reconciling our billing, automating our ability to collate, analyze, and review data, and complying with our legal and regulatory obligations, you agree that we may obtain, use, disclose and otherwise process personal data from and about you, your employees, your agents and other third parties. You further agree that it may also be appropriate or necessary for us to disclose and/or transfer your personal data to our affiliates and third party providers who may be located in other jurisdictions (which may offer a different level of protection for personal data). In all cases, we will take appropriate technical and organizational measures to protect against the unauthorized or unlawful processing of personal data.

You agree that it will be your obligation to ensure that the disclosure and transfer of any personal data to the firm, its affiliates and third party providers including those in other jurisdictions, whether by you or through a third party at your direction, complies with the Data Protection Laws. This obligation includes obtaining any valid consents from and/or furnishing any privacy notices to data subjects as needed to facilitate the firm’s collection, processing and cross-border transfer of personal data. To the extent that Russian and Kazakhstan law applies to this engagement, you agree that, as the data operator, it is your responsibility to comply with any localization requirements. We are not responsible, in any jurisdiction, for compliance with localization requirements (unless local law specifically provides otherwise). Additionally, you agree to notify us immediately if any matter involves “important data” under Chinese law.

More information about our Privacy Policy (and Privacy Notices, as applicable) is available on our [website](#). By signing the engagement letter, you confirm that you have read and understood our Privacy Policy and any applicable Privacy Notice. You should feel free to contact the firm’s Privacy office at [MLPrivacyOffice@morganlewis.com](mailto:MLPrivacyOffice@morganlewis.com) with any questions, concerns or requests to access, correct or invoke other rights related to personal data.



# The State Bar of California

## **Rule 1.7 Conflict of Interest: Current Clients (Rule Approved by the Supreme Court, Effective November 1, 2018)**

- (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.
- (c) Even when a significant risk requiring a lawyer to comply with paragraph (b) is not present, a lawyer shall not represent a client without written\* disclosure of the relationship to the client and compliance with paragraph (d) where:
  - (1) the lawyer has, or knows\* that another lawyer in the lawyer's firm\* has, a legal, business, financial, professional, or personal relationship with or responsibility to a party or witness in the same matter; or
  - (2) the lawyer knows\* or reasonably should know\* that another party's lawyer is a spouse, parent, child, or sibling of the lawyer, lives with the lawyer, is a client of the lawyer or another lawyer in the lawyer's firm,\* or has an intimate personal relationship with the lawyer.
- (d) Representation is permitted under this rule only if the lawyer complies with paragraphs (a), (b), and (c), 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.
- (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.\*

### **Comment**

[1] Loyalty and independent judgment are essential elements in the lawyer's relationship to a client. The duty of undivided loyalty to a current client prohibits

undertaking representation directly adverse to that client without that client's informed written consent.\* Thus, absent consent, a lawyer may not act as an advocate in one matter against a person\* the lawyer represents in some other matter, even when the matters are wholly unrelated. (See *Flatt v. Superior Court* (1994) 9 Cal.4th 275 [36 Cal.Rptr.2d 537].) A directly adverse conflict under paragraph (a) can arise in a number of ways, for example, when: (i) a lawyer accepts representation of more than one client in a matter in which the interests of the clients actually conflict; (ii) a lawyer, while representing a client, accepts in another matter the representation of a person\* who, in the first matter, is directly adverse to the lawyer's client; or (iii) a lawyer accepts representation of a person\* in a matter in which an opposing party is a client of the lawyer or the lawyer's law firm.\* Similarly, direct adversity can arise when a lawyer cross-examines a non-party witness who is the lawyer's client in another matter, if the examination is likely to harm or embarrass the witness. On the other hand, simultaneous representation in unrelated matters of clients whose interests are only economically adverse, such as representation of competing economic enterprises in unrelated litigation, does not ordinarily constitute a conflict of interest and thus may not require informed written consent\* of the respective clients.

[2] Paragraphs (a) and (b) apply to all types of legal representations, including the concurrent representation of multiple parties in litigation or in a single transaction or in some other common enterprise or legal relationship. Examples of the latter include the formation of a partnership for several partners\* or a corporation for several shareholders, the preparation of a pre-nuptial agreement, or joint or reciprocal wills for a husband and wife, or the resolution of an "uncontested" marital dissolution. If a lawyer initially represents multiple clients with the informed written consent\* as required under paragraph (b), and circumstances later develop indicating that direct adversity exists between the clients, the lawyer must obtain further informed written consent\* of the clients under paragraph (a).

[3] In *State Farm Mutual Automobile Insurance Company v. Federal Insurance Company* (1999) 72 Cal.App.4th 1422 [86 Cal.Rptr.2d 20], the court held that paragraph (C)(3) of predecessor rule 3-310 was violated when a lawyer, retained by an insurer to defend one suit, and while that suit was still pending, filed a direct action against the same insurer in an unrelated action without securing the insurer's consent. Notwithstanding *State Farm*, paragraph (a) does not apply with respect to the relationship between an insurer and a lawyer when, in each matter, the insurer's interest is only as an indemnity provider and not as a direct party to the action.

[4] Even where there is no direct adversity, a conflict of interest requiring informed written consent\* under paragraph (b) exists if there is a significant risk that a lawyer's ability to consider, recommend or carry out an appropriate course of action for the client will be materially limited as a result of the lawyer's other responsibilities, interests, or relationships, whether legal, business, financial, professional, or personal. For example, a lawyer's obligations to two or more clients in the same matter, such as several individuals seeking to form a joint venture, may materially limit the lawyer's ability to recommend or advocate all possible positions that each might take because of the lawyer's duty of loyalty to the other clients. The risk is that the lawyer may not be

able to offer alternatives that would otherwise be available to each of the clients. The mere possibility of subsequent harm does not itself require disclosure and informed written consent.\* The critical questions are the likelihood that a difference in interests exists or will eventuate and, if it does, whether it will materially interfere with the lawyer's independent professional judgment in considering alternatives or foreclose courses of action that reasonably\* should be pursued on behalf of each client. The risk that the lawyer's representation may be materially limited may also arise from present or past relationships between the lawyer, or another member of the lawyer's firm\*, with a party, a witness, or another person\* who may be affected substantially by the resolution of the matter.

[5] Paragraph (c) requires written\* disclosure of any of the specified relationships even if there is not a significant risk the relationship will materially limit the lawyer's representation of the client. However, if the particular circumstances present a significant risk the relationship will materially limit the lawyer's representation of the client, informed written consent\* is required under paragraph (b).

[6] Ordinarily paragraphs (a) and (b) will not require informed written consent\* simply because a lawyer takes inconsistent legal positions in different tribunals\* at different times on behalf of different clients. Advocating a legal position on behalf of a client that might create precedent adverse to the interests of another client represented by a lawyer in an unrelated matter is not sufficient, standing alone, to create a conflict of interest requiring informed written consent.\* Informed written consent\* may be required, however, if there is a significant risk that: (i) the lawyer may temper the lawyer's advocacy on behalf of one client out of concern about creating precedent adverse to the interest of another client; or (ii) the lawyer's action on behalf of one client will materially limit the lawyer's effectiveness in representing another client in a different case, for example, when a decision favoring one client will create a precedent likely to seriously weaken the position taken on behalf of the other client. Factors relevant in determining whether the clients' informed written consent\* is required include: the courts and jurisdictions where the different cases are pending, whether a ruling in one case would have a precedential effect on the other case, whether the legal question is substantive or procedural, the temporal relationship between the matters, the significance of the legal question to the immediate and long-term interests of the clients involved, and the clients' reasonable\* expectations in retaining the lawyer.

[7] Other rules and laws may preclude the disclosures necessary to obtain the informed written consent\* or provide the information required to permit representation under this rule. (See, e.g., Bus. & Prof. Code, § 6068, subd. (e)(1) and rule 1.6.) If such disclosure is precluded, representation subject to paragraph (a), (b), or (c) of this rule is likewise precluded.

[8] Paragraph (d) imposes conditions that must be satisfied even if informed written consent\* is obtained as required by paragraphs (a) or (b) or the lawyer has informed the client in writing\* as required by paragraph (c). There are some matters in which the conflicts are such that even informed written consent\* may not suffice to permit representation. (See *Woods v. Superior Court* (1983) 149 Cal.App.3d 931 [197 Cal.Rptr.



185]; *Klemm v. Superior Court* (1977) 75 Cal.App.3d 893 [142 Cal.Rptr. 509]; *Ishmael v. Millington* (1966) 241 Cal.App.2d 520 [50 Cal.Rptr. 592].)

[9] This rule does not preclude an informed written consent\* to a future conflict in compliance with applicable case law. The effectiveness of an advance consent is generally determined by the extent to which the client reasonably\* understands the material risks that the consent entails. The more comprehensive the explanation of the types of future representations that might arise and the actual and reasonably\* foreseeable adverse consequences to the client of those representations, the greater the likelihood that the client will have the requisite understanding. The experience and sophistication of the client giving consent, as well as whether the client is independently represented in connection with giving consent, are also relevant in determining whether the client reasonably\* understands the risks involved in giving consent. An advance consent cannot be effective if the circumstances that materialize in the future make the conflict nonconsentable under paragraph (d). A lawyer who obtains from a client an advance consent that complies with this rule will have all the duties of a lawyer to that client except as expressly limited by the consent. A lawyer cannot obtain an advance consent to incompetent representation. (See rule 1.8.8.)

[10] A material change in circumstances relevant to application of this rule may trigger a requirement to make new disclosures and, where applicable, obtain new informed written consents.\* In the absence of such consents, depending on the circumstances, the lawyer may have the option to withdraw from one or more of the representations in order to avoid the conflict. The lawyer must seek court approval where necessary and take steps to minimize harm to the clients. See rule 1.16. The lawyer must continue to protect the confidences of the clients from whose representation the lawyer has withdrawn. (See rule 1.9(c).)

[11] For special rules governing membership in a legal service organization, see rule 6.3; and for work in conjunction with certain limited legal services programs, see rule 6.5.