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9 SUPERIOR COURT FOR THE COUNTY OF PLUMAS
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12 JULIE WHITE,

13 Plaintiff,

14 vs.

15 PLUMAS COUNTY,

16 Defendant.
17
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Case No. TBD

**EX PARTE APPLICATION UNDER
GOVERNMENT CODE SECTION 31000.6
FOR A DETERMINATION THAT A
CONFLICT OF INTEREST EXISTS,
THAT AN ETHICAL WALL IS
INADEQUATE, AND THAT COUNSEL
SELECTION HAS ALREADY BEEN
MADE**

19 **I. INTRODUCTION.**

20 This is a specialized *ex parte* application brought pursuant to the process described in
21 Government Code section 31000.6, available to county elected officials such as an elected county
22 Treasurer-Tax Collector who needs representation by counsel but determines that County Counsel
23 is unavailable due to its representation of adverse interests. Julie White, elected Treasurer-Tax
24 Collector of the County of Plumas, is faced with the need for just such representation and now
25 proceeds under this section. Ms. White has determined based on overwhelming evidence that
26 Plumas County's Interim County Counsel has numerous representational conflicts of interest, and
27 has had them since at least **September 6, 2023**.
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1 Rather than apply long-standing principles forbidding dual representation, including a
2 concept so basic as “avoiding the appearance of impropriety”, Interim County Counsel and its own
3 retained outside counsel have persistently refuted the obvious, continuing to insist against
4 overwhelming evidence that no conflict exists.

5 Ms. White seeks a determination pursuant to Government Code section 31000.6 that a
6 conflict of interest indeed exists disqualifying Interim County Counsel from representation of the
7 Treasurer-Tax Collector, where Interim County Counsel in direct collaboration with other
8 functionaries of Plumas County government have repeatedly and persistently placed themselves in
9 legal opposition to the Treasurer-Tax Collector, Ms. White, in elected office since **2011**.
10 Government Code section 31000.6 is effective as to a Treasurer-Tax Collector only as of **January**
11 **1, 2024**. Nevertheless, a finding of a current conflict within the meaning of the statute would
12 affect events prior to **January 1**, simply by operation of this particular conflict, likely active at
13 least since **September 6, 2023**. This petition is further informed by recent recusals of two
14 members of the Board of Supervisors, publicly withdrawing themselves from any further
15 consideration of Ms. White’s attorneys fees based on their bias against her, the extent of which is
16 summarized below.

17 The events about to be described are startling, whether measured against standards of
18 competence, transparency, good governance, or even civic virtue. The events precipitating Interim
19 County Counsel’s representational conflict have been pernicious and constant. Those responsible
20 for them have been bold and brazen, unchecked by law, the purposes behind the laws, and – as to
21 the attorneys – oblivious to the strong public policy against attorney conflicts of interest. The
22 correspondence record consists of 40-plus major items, consisting of emails, letters, and the
23 transcripts of on-record statements at Board of Supervisors meetings.

24 A true and correct summary of the correspondence record is contained in the Table
25 attached to the accompanying Declaration of Christopher J. Bakes, consisting of items numbered
26 from 1 to 49, with a date range of **September 6, 2023** to **March 12, 2024**. Where possible,
27 citations in the following paragraphs will be to this Table and the relevant item number, in the

1 following format: “Table No. ___.” All transcripts and correspondence, of course, will be lodged
2 with the Court as part of this *ex parte* application. Along with each item of correspondence or
3 other entry, the Table also provides Ms. White’s then-current legal fees, cumulative up to the date
4 of the entry.

5 **II. FACTUAL BACKGROUND AND CHRONOLOGY.**

6 **a. Existing recusals resolve the conflict question.**

7 While Government Code section 31000.6 refers to a denial by a County Board of
8 Supervisors of the existence of a conflict as antecedent for the Court’s consideration of a section
9 31000.6 *ex parte* petition, two (2) members of the Plumas County Board, Greg Hagwood and Tom
10 McGowan, recused themselves on **March 5, 2024** from matters pertaining to Ms. White’s petition
11 for attorneys fees (on the record at the scheduled Board meeting that day) due to their bias against
12 Ms. White. (*See* Table No. 48.) Their recusals for bias, arriving very late in this matter, should
13 have disposed of the question of a representational conflict, since their bias tainted all of the
14 government officials and processes about to be described in this application. As further overlay,
15 and disregarding his own recusal tendered just one week earlier, Supervisor McGowan at the
16 **March 12, 2024**, Board meeting spoke out again against Ms. White, unprompted, on matters
17 within the scope of the recusal – demonstrating not only bad judgment, but also the extent of his
18 willingness and propensity to inflame the Board and the processes of County government against
19 Ms. White, his willingness to intensify the representational conflict, and his disregard of
20 mandatory processes associated with recusal. (*See* Table No. 49, citing to Table No. 48 [Shelley
21 Hunter email dated **March 9, 2024**]; *see also* Section IX, *Conflicts Guide: An Overview of*
22 *Conflicts of Interest Under the Political Reform Act*, Fair Political Practices Commission, May
23 2020, citing Government Code sections 87105 and 87200, discussed *infra*.)

24 The further relevance of the recusals is that these two Board members overrode Interim
25 County Counsel’s persistent position, taken over the months, that no conflict of *any* type or kind
26 was operative. This necessarily calls into question all of Interim County Counsel’s legal positions
27 in this matter.

1 **b. Interim County Counsel's conflict's origin.**

2 Interim County Counsel's conflict has persisted at least since **September 6, 2023**, when
3 County Human Resources Director Nancy Selvage sent an *ultra vires* letter demand to Ms. White
4 ostensibly on behalf of the Board ("Selvage Letter"). (See Table No. 1; this correspondence is
5 also referred to in context as a "memo".) (Selvage, ostensible author of the Letter/memo, is now
6 under indictment for abuses of office that do not yet involve the Letter/memo.)

7 Ms. Selvage's Letter savaged Ms. White. It made numerous unfounded charges, fabricated
8 allegations about Ms. White's health (which even if true would have been confidential in any
9 event), purported to evaluate her performance as an elected official despite that not being a matter
10 under the purview of the Human Resources Department, and was rooted in multiple Brown Act
11 violations. Its most damning characteristic was discovered later. The Letter and was actually
12 designed and structured not by the Board itself but by the County Administrative Officer, Debra
13 Lucero, who by now – *i.e.*, as of the date of this *ex parte* application – has engaged in multiple
14 initiatives against County officials, extending as of **February 20, 2024**, even to the District
15 Attorney (on a claim of "hostile work environment"). (See Table No. 35 and Part __, below.)

16 Concluding that the Selvage Letter had been approved by Interim County Counsel (it was),
17 and would continue to be defended by Interim County Counsel (it was), Ms. White sought outside
18 counsel to advise her. Interim County Counsel, in full alignment with the Selvage Letter, could
19 plainly not also represent Ms. White, *target* of the Letter. This should have been instantly obvious
20 to Interim County Counsel, but was not. By letter dated **September 18, 2023**, Ms. White's
21 counsel summarized the complex but obvious improprieties in the letter. (See Table No. 2.) Had
22 the County at that time simply withdrawn the Selvage Letter and committed to better practices, the
23 matter would have ended. Ms. White's total fees as of that date totaled just **\$6,502**, and there the
24 matter would have ended. (See Table No. 2.)

25 **c. Escalation of representational conflict.**

26 The conflict intensified on **September 28, 2023** when two members of the Board of
27 Supervisors were about to meet with Ms. White about the Letter (as was their and her prerogative
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1 as County elected officials). They were directed by Interim County Counsel to cancel the meeting
2 and *avoid* contact with Ms. White, an obvious line of demarcation – drawn by Interim County
3 Counsel itself – that should have informed Interim County Counsel that Counsel was now in a
4 position of direct conflict with Ms. White and could not possibly advise her. The correspondence
5 record establishes that Interim County Counsel repeatedly declined to recommend to the Board
6 that it simply withdraw the Letter. Interim County Counsel instead continued to defend and
7 legitimize the Salvage Letter, and by Counsel’s own and others’ persistent adversarial alignment
8 against Ms. White, continued to demonstrate Ms. White’s need for separate counsel.

9 By **September 28, 2023**, Interim County Counsel retained *outside* counsel to represent the
10 County, Jack Hughes, who denied any Brown Act violations or any other irregularities of any
11 kind. (*See* Table No. 4.)

12 **d. Panoramic violations of the law.**

13 Multiple Brown Act violations also underpinned the Salvage Letter. Interim County
14 Counsel continued to deny and legitimize these too, despite direct evidence. A public records
15 request (by Ms. White’s counsel) eventually revealed that the *ultra vires* Letter had been prompted
16 in part by false information provided to the Board by CAO Lucero, who (among other acts)
17 fabricated a “threat of litigation” against the Treasurer-Tax Collector, relied on by the Board to
18 enter a closed session on **August 15, 2023**, basis for portions of the Letter. (*See* Table No. 8
19 [public records request], and Table No. 14 [discovery that “threat” solicited by CAO Lucero].) In
20 fact, there was no genuine litigation threat sufficient to support the closure of that meeting. The
21 only “threat” was far later (**September 28** to be exact) and turned out to be one that Ms. Lucero
22 herself had solicited. (*See* Table No. 14, *supra*.) Produced public records showed not only that
23 she had pressured the Feather River Tourist Association to issue the “threat,” but that she also
24 offered to physically deliver the written threat to Interim County Counsel. (*Id.*)

25 By letter dated **October 9, 2023**, responding to outside retained counsel Mr. Hughes’
26 letter, Ms. White’s counsel continued to identify the mounting problems and called for payment of
27 Ms. White’s legal fees, based on the Brown Act violations and separately the existence of Interim
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1 County Counsel's representation conflict. (*See* Table No. 9 [detailing 14 separate Brown Act
2 violations and calling for payment of fees].) By **October 20, 2023**, Ms. White's counsel was
3 possessed of sufficient information to call for recusal by Interim County Counsel. (*See* Table No.
4 10 [letter].)

5 By letter dated **October 24, 2023** (Table No. 12), Mr. Hughes, the County's outside
6 retained counsel, in response to ongoing demands by Ms. White's counsel that the Salvage Letter
7 be withdrawn as improper, provided this confounding statement: the Letter "is mooted but Ms.
8 White can consider it 'withdrawn' if that helps her understand that Ms. Salvage won't be reaching
9 out again." Ms. White's accumulated fees by this date amounted to \$40,533.50. (Table No. 12,
10 *supra*.) Later, on **January 2, 2024**, Ms. Lucero in an open Board session, resurrected the Letter,
11 stating that while "withdrawn," its contents remained true. (*See* Table No. 28, discussed *infra*.)

12 **e. Ms. White's formal request for payment of fees based on Interim County**
13 **Counsel's representational conflict.**

14 By **November 13, 2020**, conclusive evidence of Ms. Lucero's instigation of the false
15 litigation threat by the Feather River Tourist Association ("FRTA") against the County due to
16 delinquent payments by the Treasurer-Tax Collector became available through a public records
17 request served on FRTA. (*See* Table No. 14, discussed *supra*.) Ms. White's attorney immediately
18 alerted Interim County Counsel that its positions, and therefore the positions of the Board, had by
19 now been fully undercut by the discovery of Ms. Lucero's manipulations. On **November 16,**
20 **2023**, Ms. White formally petitioned Interim County Counsel for legal services which, given the
21 compromised Interim County Counsel, would necessarily have to be provided by her outside
22 retained counsel. (*See* Table No. 16.)

23 Interim County Counsel, implausibly, continued to deny there was any form of a conflict,
24 stood by the Letter, and insisted that Ms. Lucero's instigation of the false threat was of no great
25 consequence. (*See* Table No. 17.) By this time, it had become clear that Board Chair Greg
26 Hagwood, Supervisor McGowan, and Ms. Lucero were engaged in a campaign of harassment
27 against Ms. White, turning a blind eye to Ms. White's presentations, ignoring existing findings of
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1 a Grand Jury report detailing county-wide administrative deficits affecting all departments, and
2 persisting in bizarre and underhanded machinations inconsistent with administrative transparency.
3 Interim County Counsel consistently failed to correct what had by now become a bad faith
4 campaign against Ms. White. (See Table Nos. 18 and 21.) Concomitantly, the County was by
5 now well out of compliance with its CPRA obligations. (See Table No. 19, 23, 25, 26, and 27.)

6 **f. October 2023 to January 2024: Interim County Counsel deflects all evidence of**
7 **representational conflict.**

8 While persistently denying a conflict existed, Interim County Counsel also maintained that
9 no mechanism for payment of Ms. White's fees existed in any event. Interim County Counsel
10 stated that Government Code section 31000.6's provision for payment of the Treasurer-Tax
11 collector's attorneys fees in the event of a conflict was not effective until **January 1, 2024**. (See,
12 Table Nos. 17 and 34) Advised by letter from Ms. White's counsel that section 31000.6 could
13 nevertheless be relied on as a factor favoring payment where a conflict was so plainly operative
14 prior to January 1, Interim County Counsel continued to recommend against payment of the fees,
15 and finding no conflict in any event. (See, e.g., Table Nos. 17, 29, 34, and 47.) Interim County
16 Counsel persistently failed to grasp that the offices of County Counsel should not be involved in
17 these deliberations *at all* as the allegedly conflicted attorney, much less ruling on them, and that
18 conflict assessments should be premised in the first instance on avoiding the appearance of
19 impropriety, the totality of the circumstances, and all facts bearing on the issue.

20 **g. CAO Lucero attempts to make 131-page case against Ms. White, offering an**
21 **incomplete "record"; Supervisor and CAO Lucero threaten critics.**

22 On **January 2, 2024**, counsel for Ms. White appeared before the Board as part of a formal
23 agenda item to continue to request payment of Ms. White's fees. (See Table No. 29.) As if in
24 proof of counsel's position that a conflict existed, CAO Lucero appeared with a *131-page*
25 *document* advocating against Ms. White, all without objection or other intervention by Interim
26 County Counsel. (See Table No. 28.) Despite claiming it to be complete and comprehensive, the
27 131-page document was actually incomplete. Ms. Lucero also claimed she had been "defamed"

1 by criticism, an assertion endorsed by Supervisor Hagwood who warned on the record of
2 unspecified consequences should criticism persist. (See Table Nos. 29 and 31 [objection].) This
3 repeated outside retained counsel Jack Hughes' identical contention by letter dated October 24,
4 2024 (Table No. 12, *supra*) that criticism of Ms. Lucero could amount to "defamation."

5 Countering civic criticism by threatening that the criticism is actionable is alarming. The
6 threat is alarming coming from a public official since it disregards multiple constitutional, case
7 law, and statutory protections against attempts to stifle public comment. See, e.g., U.S.
8 Constitution. Amend. I; *New York Times Co. v. Sullivan*, 376 U.S. 254 (1964); Code of Civil
9 Procedure section 425.19 (prohibition against strategic lawsuits against public participation, or
10 "anti-SLAPP"); and Civil Code section 47 (public comment privileges). Interim County Counsel
11 failed to interject. Here was further indication that arrayed against Ms. White were (and are)
12 forces within County government – advised by Interim County Counsel and outside retained
13 counsel Jack Hughes – who believe that they can force outcomes by threats, while denying proper
14 legal representation to affected County officials. Counsel for Ms. White forcefully rejected the
15 suggestion that Ms. White's assertions of rights could be countered by threats of a defamation
16 lawsuit. (See Table Nos. 15, 33.)

17 **h. Board, on Interim County Counsel recommendation, requests resubmission of**
18 **Ms. White's fee request; Hagwood and McGowan recuse themselves.**

19 The Board then requested that Ms. White's counsel resubmit the attorneys fees request,
20 which was done in time for the **February 6, 2024**, meeting. (See Table No. 34.) At that meeting,
21 Interim County Counsel invoked Government Code section 31000.6, finally allowing that a case
22 could be made for payment of Ms. White's fees, at least those incurred subsequent to **January 1,**
23 **2024**, in keeping with the statutory language adding the Treasurer-Tax Collector's office, stating
24 in part:

25 [I]t definitely does appear that there is a conflict of interest that might be
26 developing here, and we could take it under consideration. The request that -- she
27 did send a request at some point for attorney fees. We had already told you that we
28 did not see a conflict of interest, and that was before she was entitled to fees under
31000.6. (21:18-25; 22:1-3)

1 (See Table No. 34.)

2 Ms. White's counsel accordingly resubmitted Ms. White's attorneys' fee request, now in
3 time for the Board's **March 5, 2024**, meeting, dividing the request between fees incurred before
4 **January 1, 2024**, effective date of amended Government Code section 31000.6 (adding the
5 Treasurer-Tax Collector to those elected officials explicitly eligible to request attorneys fees), and
6 those incurred on and after **January 1, 2024**, in keeping with Interim County Counsel's statement
7 that at least those would be payable ("[I]t definitely does appear that there is a conflict of interest
8 that might be developing here"). (See Table Nos. 37 and 38.) Yet, Interim County Counsel
9 retreated from his earlier position and later recommended against even payment of post **January 1**
10 fees, and taking this advice the Board so voted.

11 Though voting on the measure, Supervisors Hagwood and McGowan at last recused
12 themselves from any further deliberation or action associated with Ms. White's fee requests.
13 Responding to Ms. White's counsel's position that both were irretrievably tainted by their
14 profound and demonstrable bias against Ms. White (and in favor of CAO Lucero), and that their
15 continued participation in the matter, abetted by Interim County Counsel who should long ago
16 have removed that office from the case, were by now creating an overwhelming appearance of
17 impropriety.

18 They recused themselves. (See Table No. 47.) Here finally was an outcome that should
19 have occurred months earlier when it had become clear that the Board and Counsel would defend
20 the Selvage Letter targeting Ms. White. This recusal has significant consequences. First, the basis
21 for it was operative as long ago as **September 6, 2024**, yet both Board and Counsel continued to
22 engage as if there was no bias (Supervisors Hagwood and McGowan) and no conflict (Interim
23 County Counsel). Yet there plainly was or the recusal step would not have been taken. That now
24 leaves Interim County Counsel disregarding the cues of its own client, the recused Supervisors. In
25 a case fraught with many twists, surely no one could have expected that it would be the *biased*
26 *Supervisors* who would set the ethical standard. Interim County Counsel stands against this
27 significant event, continuing to contend that it alone is not tainted, though its clients admittedly

1 are.

2 **i. CAO Lucero now targets the District Attorney with conflicts now panoramic.**

3 At the Board meeting on **February 20, 2024**, CAO Lucero now made the utterly
4 implausible claim that the District Attorney David Hollister had created a hostile work
5 environment for her, despite not supervising her, not working with her in any official or ongoing
6 way, and where sole contact was in furtherance of prosecutorial duties associated with DA
7 Hollister's elected office. (See Table Nos. 35.) Ms. Lucero provided *no evidence*, did not lay out
8 any form of prima facie case, and simply announced her charge. Despite that lack of evidence, the
9 Board (over minority objection) voted to permit the payment of fees to investigate these fully
10 unsubstantiated charges.

11 The contrast could not be more complete. Ms. White, providing substantial evidence over
12 a period of months, amounting to dozens of pages of legal analysis and hard evidence of conflict
13 and retaliation, is repeatedly rebuffed. CAO Lucero, on no evidence, gets funding for the
14 investigation of the District Attorney she demanded, while sending out public records requests
15 targeting elected officials.

16 Furthermore, confirming that relevant events commenced on **September 6, 2023**, with the
17 Salvage Letter, Ms. Lucero, writing in her capacity as the CAO and using her official email
18 account, issued public records request on Treasurer-Tax Collector White, DA Hollister, and
19 former Supervisor Jon Kennedy, now the City Manager of the City of Portola. (See Table No. 40.)
20 In her public records demand, Ms. Lucero identified the relevant period as commencing on
21 **September 6, 2023, through February 27, 2024**, requesting the following records:

22 DA David Hollister and Chris Bakes [Ms. White's attorney] as it relates to Debra
23 Lucero and/or [Treasurer-Tax Collector] Julie White

24 DA David Hollister and Interim City Manager Jon Kennedy as it relates to Debra
Lucero and/or Julie White

25 Julie White and DA David Hollister as it relates to Debra Lucero and/or Feather
26 River Tourism Association and/or Feather River College and/or Sharon Roberts

27 Sheri Johns and Chris Bakes as it relates to Debra Lucero and/or Julie White

1 (See Table 40 [Lucero public records request].)

2 **III. DISCUSSION OF LAW.**

3 Government Code section 31000.6 applies here to allow this Court to find a
4 representational conflict and recommend appointment of counsel. Ms. White submits that given
5 the intensity of the conflict, its persistence over time, and its emergence in plain view way as far
6 back as September, the conflict should be found to have been operative at least since then. By the
7 time Ms. White's explicit right to fees became statutory on **January 1, 2024**, her need for counsel
8 had long been clear. Her pre-January 1 choice in counsel should not be disturbed.

9 As to the conflict itself, hornbook law rules of ethics prohibit representation by counsel of
10 conflicting interests. See Rule 1.7 Conflict of Interest: Current Clients. The prohibition is well-
11 established in practice and case law. Interim County Counsel cannot claim ignorance (even if
12 ignorance was a defense) since Counsel agreed that "[I]t definitely does appear that there is a
13 conflict of interest that might be developing here." That the conflicts and concomitant biases are
14 profound in this case is shown by the fact that one of the functionaries aligned against Ms. White
15 manufactured evidence to support her vendetta against the Treasurer-Tax Collector. Immediately
16 upon discovering that CAO Lucero had manufactured, solicited, and then delivered a litigation
17 threat against the County while claiming it was genuine all while not disclosing she had instigated
18 it, was an event that should have produced immediate declaration of a conflict, or even perhaps the
19 termination of CAO Lucero's employment in order to fully invalidate fully her destructive stunt.
20 This did not happen.

21 The recusals feed the overall interpretation that Interim County Counsel is irretrievably
22 conflicted. The *clients* recognize the problem and at last removed themselves from the matter.
23 That the cue has been issued by non-lawyer clients that they acknowledge bias, while their
24 attorney continues to deny being compromised, is itself troubling. But the destructive effects can
25 be blunted by a this Court's determination that a conflict does indeed exist and cannot be
26 mitigated by an ethical wall.

27 The necessity of this determination is demonstrated by the **March 12, 2024**, actions of
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Supervisor McGowan, who despite his own recusal spoke out, unprompted, against Ms. White's fee request and did so by aligning himself with a communication that not only targeted Ms. White and her counsel, but was drafted by a source within the tainted FRTA – partner in the creation of CAO Lucero's false litigation threat targeting Ms. White. Authority is clear. Those recused must leave the room and have nothing further to do with the matter. *See* Section IX, *Conflicts Guide: An Overview of Conflicts of Interest Under the Political Reform Act, supra*, citing Government Code sections 87105 and 87200. Mr. McGowan's outburst violated the Political Reform Act.

Ms. Lucero herself, unchecked by her Board allies, has intensified matters by making extreme allegations while producing no evidence, then using her official role to issue public records requests on other County officials – such as Ms. White – with whom she certainly believes she is in conflict and against whom she believes she must gather her evidence.

Twisting this still further were Ms. Lucero's actions preceding appointment of the "impartial investigator" into her claims about DA Hollister. Acting before formal appointment (itself a mistake), the "impartial investigator" nevertheless solicited and received Ms. Lucero's spin on the case and her interpretation of evidence that she plainly did not have. (*See* Table Nos. 41, 42.) News of this only became public because Ms. Lucero had mistakenly cc'd on her email a bystander who wanted nothing to do with the situation she was fomenting, and who by email disclosed to all who Ms. Lucero mentioned just what he had received from her. (*See* Table No. 41.)

The instant case involves intrigues, grudges, retaliation, abused processes, and misuses of office not commonly found within California governance and certainly not in any single case. The law expects better of public officials, and so case law has no case that is like this one. But two cases generally do generally inform two elements: recusal and payments by government jurisdictions of attorneys fees.

Recusal. In *Petrovich Dev. Co. v. City of Sacramento*, 48 Cal.App.5th 963 (2020), the court determined that actionable bias was present based on the actions of a city councilmember. However, in the instant case, Supervisors Hagwood and McGowan have conducted the analysis

1 for us and concluded they indeed were biased against Ms. White, and have now recused
2 themselves.

3 *Fees.* Regarding fees, and in addition to Government Code section 31000.6, relevant
4 authority also allows for fees when movants seek to enforce the Brown Act, this on the notion that
5 without a fee incentive violations of the Act would go unchecked. *See, e.g., Common Cause v.*
6 *Stirling*, 119 Cal. App. 3d 658, 664 (1981), *Bell v. Vista Unified Sch. Dist.*, 82 Cal. App. 4th 672,
7 686 (2000) (“...Brown Act provides specific legislative authorization for attorney’s fees in actions
8 brought to enforce a public policy in a context where actual recoverable damages are likely to be
9 trivial. The damage is to the public integrity, and the fees are designed to make it economically
10 feasible to rectify that damage by private legal means.”) While not directly relevant to the
11 Government Code section 31000.6 fees operative in this *ex parte* application, the strong policy
12 considerations behind aspirations to good governance inform our overall sensibilities on the
13 matter.

14 **IV. CONCLUSION.**

15 A finding of conflict is appropriate. An ethical wall is insufficient. Ms. White’s current
16 counsel was retained at a time when Ms. White had a reasonable and well-formed belief that
17 outside retained counsel was necessary. Interim County Counsel’s persistence in denying the
18 conflict has brought us to the present.

19 DATED: March __, 2024

LEWIS BRISBOIS BISGAARD & SMITH LLP

21 By: _____

22 CHRISTOPHER J. BAKES
23 Attorneys for JULIE WHITE
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2 **DECLARATION OF CHRISTOPHER J. BAKES**

3 DECLARATION OF CHRISTOPHER J. BAKES

4 I, Christopher J. Bakes, declare as follows:

5 1. I am an attorney duly admitted to practice in all of the courts of the State of
6 California and I am a partner with Lewis Brisbois Bisgaard & Smith LLP, attorneys of record for
7 JULIE WHITE herein. The facts set forth herein are of my own personal knowledge, and if sworn
8 I could and would competently testify thereto.

9 2. Attached hereto as **Exhibit 1** is a true and correct copy of a chronological Table,
10 containing the chief elements from the correspondence and event record of this case, involving
11 Julie White's attorneys fees. The purpose of the Table is to capture relevant events, statements of
12 legal position, and key correspondence in a convenient, readable and accessible way.

13 3. While Exhibit 1 does not purport to be exhaustive, it is comprehensive. There is no
14 significance to the omission of any particular item or event. No privileged information is
15 contained in the Table, and it has been public and released to the press and others without
16 objection.

17 I declare under penalty of perjury under the laws of the State of California that the
18 foregoing is true and correct and that this declaration was executed on this 15th day of March,
19 2024, at Sacramento, California.

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21 _____
22 Christopher J. Bakes
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