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March 4, 2020

City of Carson/Carson Reclamation Authority/Carson Successor Agency
701 E. Carson Street
Carson, CA 90745

Dear City Council and Board Members:

Bridge Development Partners, LLC (“Bridge Development”) has authorized Nixon Peabody LLP (the “Firm”) to disclose to you that Bridge Development has asked the Firm to represent it with respect to the review and negotiation of an acquisition agreement involving Bridge Development, the Carson Reclamation Authority (“CRA”) and the City of Carson for a portion of the former Cal-Compact Landfill located in the City of Carson (“Site”), and additional agreements for the development of the Site, as more particularly described in the Carson Reclamation Authority’s October 3, 2019 Invitation to Propose (the “Transaction”). As you know, the Firm represents the City of Carson and its related entities, including the Carson Successor Agency (collectively, the “City” or “you”) as disclosure counsel in various matters unrelated to the Transaction. As disclosure counsel, we are assisting the City in connection with its preparation of the Preliminary Official Statement and the final Official Statement relating to its pension obligation bonds and tax allocation bonds and will render our negative assurance letter consistent with what is required by the marketplace for a publicly offered bond issuance. The factual and legal issues likely to arise in the work that Bridge Development has asked the Firm to do in connection with the Transaction are unrelated to the work we have been asked to or will do for the City.

Under the ethics rules that apply to all lawyers, the Firm may not oppose a current client, even on an unrelated matter, without informed consent. This means that we must explain to both Bridge Development and the City the pros and cons of consenting and that we cannot proceed unless both Bridge Development and the City consent.

In deciding whether to consent, you should consider how the Firm’s representation of Bridge Development in the Transaction could or might affect the City. For example, clients that are asked to waive or consent to conflicts typically should consider whether there is any material risk that “their” attorney will be less zealous or eager on their behalf due to the conflict. Similarly, clients should consider whether there is any material risk that their confidential information will be used adversely to them due to the conflict. The Transaction and the existing matters in which the Firm represents the City are wholly unrelated and will be handled by different lawyers within the Firm. For these reasons, we are confident there is no material risk

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that our commitment and dedication to your interests will be adversely affected, and we are confident that we will be able to continue to provide competent and diligent representation to you. Should this ever change during the course of the Transaction, we will immediately notify you and seek further direction. Nevertheless, these are issues that the City should consider.

In connection with the Firm's duty of loyalty to its clients, it has an obligation to share any information it may have that is relevant to the representation. In this case, however, that duty conflicts with the Firm's obligation to maintain the confidentiality of information of its other client, Bridge Development. Therefore, by granting your consent, you will be agreeing that you understand that we will not provide confidential information of Bridge Development to you, unless consented to by Bridge Development, even though it may be material to your interests.

We agree that any privileged, sensitive, proprietary, or other confidential information of a nonpublic nature acquired by us as a result of the Firm's representation of the City will not be transmitted to any lawyers within the Firm who may be involved in the representation of Bridge Development in the Transaction.

In addition, you should bear in mind that if you consent, the Firm will be representing Bridge Development adversely to the City in connection with the Transaction. In other words, we would be adverse to you on that matter. If any litigation, arbitration or other adversary proceeding or claim arises between Bridge Development and the City with respect to the Transaction, the Firm will not act as counsel to either Bridge Development or the City with regard to any such proceeding. You agree that the Firm may continue to represent Bridge Development in other matters not involving the City and may represent the City in other matters not involving Bridge Development.

Although there is no requirement that you do so, you may want to consult with independent counsel before deciding whether to consent.

Please review this matter carefully. If you have any questions that you would like me to answer prior to reaching a decision on this issue, please let me know. If you are willing to consent after such review as you believe appropriate, please sign below and return the letter to me.

Sincerely,

/s/ *Danny Kim*

Danny Kim
Partner

I hereby consent to the terms of representation set forth above:

City of Carson

Date: _____

By: _____

Name:

Title:

Carson Reclamation Authority

Date: _____

By: _____

Name:

Title:

Carson Successor Agency

Date: _____

By: _____

Name:

Title: