

## Memorandum

**To:** Board of Directors  
Livermore Area Recreation and Park District

**From:** Andrew Shen, Legal Counsel

**Date:** January 12, 2026

**Re:** Updated Conflict of Interest Waiver

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At its January 8, 2025, regular meeting, the Board of Directors (“Board”) approved a conflict of interest waiver for Renne Public Law Group (“RPLG”). The January 8, 2025 waiver addressed a request from the East Bay Regional Park District (“EBRPD”) to one of my fellow partners, Jon Holtzman, for assistance with a project labor agreement. On June 11, 2025, the Board considered and approved another waiver for RPLG, with respect to EBRPD’s request that one of my colleagues, Geoff Spellberg, handle employment litigation for the district concerning a former EBRPD employee.

More recently, EBRPD has approached another one of my colleagues, Art Hartinger, to handle potential employment litigation for the district, regarding another former EBRPD employee. Like the prior engagements, this litigation is also unrelated from any work that I perform for LARPD. I would not work on either matter for EBRPD.

Given this recent request, I have updated the prior conflict of interest waiver to include this additional engagement for your consideration and potential approval.

I look forward to any questions you may have at our next meeting.

Thank you again for your attention to these matters.

January 14, 2026

Philip Pierpont  
Chair, Board of Directors  
Livermore Area Recreation and Park District  
4444 East Avenue  
Livermore, CA 94550

Dear Chair Pierpont,

I write to inform you and the Board of Directors of a potential conflict of interest and seek your waiver of this conflict of interest on behalf of the Livermore Area Recreation and Park District (“LARPD”) and its Board of Directors. The potential conflict of interest arises from the East Bay Regional Park District’s (“EBRPD’s”) request that Renne Public Law Group (“RPLG”) represent EBRPD in potential employment litigation arising from a former employee’s departure from the agency.

As you will recall, the Board previously granted two conflict of interest waivers for RPLG’s representation of EBRPD in specific labor and employment matters. First, at its January 8, 2025, meeting, the Board approved a waiver authorizing RPLG’s assistance with a Project Labor Agreement for EBRPD. Second, as its June 11, 2025, meeting, the Board approved a waiver authorizing RPLG’s representation of EBRPD in employment litigation regarding the termination of a former EBRPD employee. Both EBRPD engagements were handled by my colleagues at RPLG, Jon Holtzman and Geoff Spellberg respectively, and I did not perform any work for EBRPD whatsoever.

EBRPD has asked RPLG to undertake a third employment matter, through my colleague Art Hartinger, involving potential claims and litigation from a former employee. As with the previous labor and employment matters described directly above, this third matter is entirely unrelated to any work I perform for LARPD as its General Counsel.

As previously discussed, the potential conflict of interest is as follows. As you know, I represent LARPD as General Counsel. As you are also aware, LARPD is currently involved in litigation with EBRPD regarding their 1992 tax revenue sharing agreement. Under the broad ethical rules that apply to attorneys in California, it is appropriate to seek a waiver on behalf of RPLG when attorneys at the firm are simultaneously representing clients with potentially adverse interests, even if those adverse interests involve entirely separate, unrelated matters. More specifically, under Rule 1.7 of the Rules of Professional Conduct, where there is a potential conflict of interest generated by the firm’s concurrent representation of two clients, we are required to obtain a written waiver from each client to proceed.

Consistent with these ethical rules, out of an abundance of caution, RPLG seeks a waiver of any conflict of interest arising from its separate representation of EBRPD.

Most importantly, we do not believe that there is a risk that our representation of either client will be materially limited by the representation of both parties, as the services RPLG will provide to the LARPD and EBRPD relate to entirely separate matters, and they will be handled by separate attorneys. RPLG believes that our attorneys and staff will be able to simultaneously provide competent and diligent representation to LARPD and EBRPD in the respective, proposed engagements. Moreover, as the Board is aware, RPLG does not represent LARPD in the litigation against EBRPD. A separate law firm is representing LARPD in this matter, and I do not provide any advice to the Board about this dispute.

Nonetheless, given the firm's commitment to the highest ethical standards, we believe it is appropriate to seek a conflicts waiver at this time. To support this conflicts waiver, RPLG would not assign attorneys and staff advising LARPD on any General Counsel matters to also advise EBRPD. Regarding the EBRPD matters, Mr. Holtzman, Mr. Spellberg, Mr. Hartinger, and any other attorneys or staff performing work on those matters would not work on any General Counsel matters for LARPD, unless specifically requested. Attorneys and staff who work on LARPD General Counsel matters will be precluded from discussing those matters with Mr. Holtzman, Mr. Spellberg, Mr. Hartinger or any staff working with EBRPD, and vice versa.

We look forward to discussing this further with you at the upcoming Board of Directors meeting and invite your questions. We value LARPD as a client, and I look forward to continuing to serve as the district's General Counsel.

If approved by the Board of Directors, you may memorialize the Board's consent regarding RPLG's continuing representation of LARPD and waive the conflict as set forth here by signing and returning the signed waiver to us at your earliest convenience.

Thank you for your consideration of this request and RPLG's prior request for conflict waivers.

Sincerely,



Andrew Shen

### **Consent and Waiver**

I have read the disclosure set forth above and, on behalf of LARPD and its Board of Directors, hereby waive the conflict of interest identified above.

By:

Philip Pierpont, Chair, Board of Directors

Date: