

IMPORTANT LEGAL NOTICE

TO ALL SWORN PERSONNEL, DEPUTY SHERIFF II'S, DEPUTY SHERIFF I'S, INVESTIGATORS, DETECTIVES AND BELOW WHO ARE EMPLOYED OR WERE EMPLOYED BY THE COUNTY OF ORANGE SHERIFF'S DEPARTMENT AS A SWORN PEACE OFFICER AT ANY TIME FROM MARCH 5, 2004 TO THE PRESENT.

PLEASE READ THIS NOTICE CAREFULLY

1. If you join the instant lawsuit, your rights may be affected by litigation now pending in the above-entitled court. Please read this Notice carefully

PURPOSE OF THIS NOTICE

2. You are hereby notified that the Court has preliminarily certified this case as a collective action. The United States District Court for the Central District of California has authorized that this Notice be sent to you to provide you with information about this lawsuit and your options in regard thereto. The certification as a collective action at this stage is only conditional and the Court takes no position on the merits of the claims or defenses in this action and has only determined that the preliminary certification of the collective action is appropriate under the FLSA.

WHAT IS A COLLECTIVE ACTION?

3. A "collective action" is a type of lawsuit provided by the Fair Labor Standards Act, 29 U.S.C. § 216(b) ("FLSA") in which the claims and rights of many people are decided in a single court proceeding and one or more representative plaintiffs assert claims on behalf of all those who are similarly situated and opt-in (i.e. consent to join) the collective action.

AM I A MEMBER OF THE COLLECTIVE ACTION?

4. According to the records of the Orange County Sheriffs Department you may be eligible to join in this collective action because you may be similarly situated to the representative Plaintiff. You are eligible to be a member of the collective action ("Member") if you fit the following definition:

A current or former peace officer with the Orange County Sheriff's Department from the rank of Deputy Sheriff II, Deputy Sheriff I, Investigator, Detective and below, that worked for the Orange County Sheriff's Department between March 5, 2004 and the present and seek to make a claim for items described in the Summary of Litigation (below).

SUMMARY OF LITIGATION

5. On December 29, 2005, a deputy sheriff of the Orange County Sheriff's Department, Margaret Reed, brought this lawsuit on behalf of herself and all similarly situated sworn personnel, alleging claims under the FLSA. Plaintiff Reed alleges that she and other similarly situated sworn personnel are owed straight time wages, overtime wages and other damages under the FLSA for certain pre-shift and post-shift activities that were performed for the benefit of their employer, the Orange County Sheriff's Department but that were not compensated. Pre-and post-shift activities include but are not necessarily limited to for example: (A) collecting, returning, cleaning and or maintaining equipment and/or uniforms; (B) Time spent donning, doffing, dressing-up and dressing-down of protective and/or other specialized equipment, gear and outfitting that is integral and indispensable to the work and principal activities of Peace Officers, including but not limited to getting dressed into uniform and vest, checking all equipment attached to their belt to insure that all safety equipment was functioning properly; (C) Time spent walking to and from pre-shift and post-shift activities, work areas, stations, the locker room, roll-call, the briefing room, the equipment room, posts and patrol vehicles; These examples are not exhaustive as there may be other compensable pre-shift and post-shift activities.

The Plaintiff Reed also asserts that the Orange County Sheriff's Department has refused or failed to accurately record, keep and maintain time and wage records required by federal and state law.

6. Defendants denies any liability under the FLSA. Furthermore, the County contends that the Sheriff's Department has an overtime policy that requires all deputy sheriffs to accurately report all time spent working and the Department expected that this policy would be followed. The County also contends that it has a reasonable and good faith belief that its policy complies with the FLSA, in part because in developing that policy, it relied on written interpretations of that statute from the Department of Labor, the agency charged with the responsibility for enforcing its provisions. In addition, the County has also asserted other defenses, including that is relied on the deputies' submission of time sheets as an accurate record of the actual time they spent working; and that the claims are subject to a two year statute of limitations.
7. The following attorneys represent the parties in the collective action:

For the Plaintiffs and similarly situated sworn personnel who sign, date and return the Consent to Join Form attached hereto in this action, the court has appointed:

Gregory G. Petersen, Esq.
Roger M. Franks, Esq.
Bradley R. Mathews, Esq.
John D. Hayashi, Esq.
Fenja Klaus, Esq.
JACKSON DEMARCO TIDUS PETERSEN PECKENPAUGH
Attorneys at Law
2030 Main Street, Suite 1200
Irvine, CA 92614
Telephone: (949) 752-7617
Facsimile: (949) 752-0597

Greg K. Hafif, Esq.
Miguel G. Caballero, Esq.
Michael Dawson, Esq.
Robert Ackley, Esq.
LAW OFFICES OF HERBERT HAFIF, APC
269 W. Bonita Avenue
Claremont, CA 91711
Telephone: (909) 624-1671
Facsimile: (909) 625-7772

Representing the Defendant, County of Orange:

Brian P. Walter, Esq.
Art Meneses, Esq.
Geoffrey S. Sheldon, Esq.
LIEBERT CASSIDY WHITMORE
6033 W. Century Boulevard, Suite 500
Los Angeles, CA 90045
Telephone:(310) 981-2000
Facsimile: (310) 337-0837

Benjamin P. De Mayo, Esq. – County Counsel
Marianne Van Riper, Esq. – Deputy County Counsel
Teri L. Maksoudian, Esq. – Deputy County Counsel
OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE
10 Civic Center Plaza
P.O. Box 1379
Santa Ana, CA 92702-1379
Telephone: (714) 834-3300
Facsimile: (714) 834-2359

WHAT IMPACT WILL JOINING THE CLASS HAVE ON MY RIGHTS?

8. If you fit within the definition described in paragraph 4, above, you may join the action and become a Member by completing the enclosed Consent To Join Form and returning it to:

Fenja Klaus, Esq.
JACKSON DEMARCO TIDUS PETERSEN PECKENPAUGH
Attorneys at Law
2030 Main Street, Suite 1200
Irvine, CA 92614

You will then be represented by the Law Offices of Herbert Hafif, APC and Jackson, DeMarco, Tidus, Petersen & Peckenpaugh, the counsel for the Plaintiff and Members, as of the date your consent to Join Form is filed with the District Court by Jackson, DeMarco, Tidus, Petersen & Peckenpaugh, Attorneys at Law, 2030 Main Street, Suite 1200; Irvine, CA 92614.

9. If you sign and return the Consent to Join Form in this action, you will: a) be agreeing to have you FLSA claims (if any) against Defendant prosecuted by Plaintiff on your behalf and your rights collectively determined by the above-captioned Court; b) be waiving your right to individually pursue any Claims against Defendant that are covered by this action, and will be precluded from independently seeking (outside of this collective action) any recovery from defendant on your own behalf for these Claims; c) be bound by any outcome of the lawsuit whether favorable or not; d) be eligible to potentially share in any recovery that might be obtained in this action.

If you do not consent to join this collective action, you will not be bound by the outcome of this lawsuit – in which case, you will be free to pursue your own Claims (if any) against Defendants on your own behalf and will not share in any potential recovery that might be obtained in this lawsuit.

HOW MUCH TIME DO I HAVE TO DECIDE?

10. If you choose to consent to join in the action, you have 60 days from the date the notice is mailed to return your Consent to Join Form to Fenja Klaus c/o Jackson, DeMarco, Tidus, Petersen & Peckenpaugh, Attorneys at Law, 2030 Main Street, Suite 1200; Irvine, CA 92614. Your Consent to Join Form Should be postmarked by this date in order for you to participated in the collective action.

HOW DO I GET MORE INFORMATION?

11. If you wish to obtain more information about this lawsuit, please contact Plaintiff's Counsel: Jackson, DeMarco, Tidus, Petersen & Peckenpaugh, Attorneys at Law, 2030 Main Street, Suite 1200; Irvine, CA 92614, Telephone: (949) 752-7613, email: dlawrence@jdtplaw.com; or Miguel G. Caballero, Law Offices of Herbert Hafif, APC, 269 W. Bonita Avenue, Claremont, CA 91711, Telephone: (909) 624-1671, email: mcaballero@hafif.com or Defendants Counsel:

Brian Walter, G. Arthur Meneses, Liebert, Cassidy, Whitmore, 6033 W. Century Boulevard, Suite 500, Los Angeles, California 90045, Telephone: (310) 981-2000, email: bwalter@lcwlegal.com; and ameneses@lcwlegal.com.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH INQUIRIES ABOUT THIS LAWSUIT. ONCE YOU JOIN, COUNSEL FOR DEFENDANT IS NOT PERMITTED TO CONTACT YOU DIRECTLY OR INDIRECTLY REGARDING THIS LAWSUIT AS YOU WILL BE REPRESENTED BY PLAINTIFF'S COUNSEL.

Rules of Professional Conduct

Rule 3-310. Avoiding the Representation of Adverse Interests

(A) For purposes of this rule:

(1) "Disclosure" means informing the client or former client of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the client or former client;

(2) "Informed written consent" means the client's or former client's written agreement to the representation following written disclosure;

(3) "Written" means any writing as defined in Evidence Code section 250.

(B) A member shall not accept or continue representation of a client without providing written disclosure to the client where:

(1) The member has a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; or

(2) The member knows or reasonably should know that:

(a) the member previously had a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; and

(b) the previous relationship would substantially affect the member's representation; or

(3) The member has or had a legal, business, financial, professional, or personal relationship with another person or entity the member knows or reasonably should know would be affected substantially by resolution of the matter; or

(4) The member has or had a legal, business, financial, or professional interest in the subject matter of the representation.

(C) A member shall not, without the informed written consent of each client:

(1) Accept representation of more than one client in a matter in which the interests of the clients potentially conflict; or

(2) Accept or continue representation of more than one client in a matter in which the interests of the clients actually conflict; or

(3) Represent a client in a matter and at the same time in a separate matter accept as a client a person or entity whose interest in the first matter is adverse to the client in the first matter.

(D) A member who represents two or more clients shall not enter into an aggregate settlement of the claims of or against the clients without the informed written consent of each client.

(E) A member shall not, without the informed written consent of the client or former client, accept employment adverse to the client or former client where, by reason of the representation of the client or former client, the member has obtained confidential information material to the employment.

(F) A member shall not accept compensation for representing a client from one other than the client unless:

(1) There is no interference with the member's independence of professional judgment or with the client-lawyer relationship; and

(2) Information relating to representation of the client is protected as required by Business and Professions Code section 6068, subdivision (e); and

(3) The member obtains the client's informed written consent, provided that no disclosure or consent is required if:

(a) such nondisclosure is otherwise authorized by law; or

(b) the member is rendering legal services on behalf of any public agency which provides legal services to other public agencies or the public.

Discussion:

Rule 3-310 is not intended to prohibit a member from representing parties having antagonistic positions on the same legal question that has arisen in different cases, unless representation of either client would be adversely affected.

Other rules and laws may preclude making adequate disclosure under this rule. If such disclosure is precluded, informed written consent is likewise precluded. (See, e.g., Business and Professions Code section 6068, subdivision (e).)

Paragraph (B) is not intended to apply to the relationship of a member to another party's lawyer. Such relationships are governed by rule 3-320.

Paragraph (B) is not intended to require either the disclosure of the new engagement to a former client or the consent of the former client to the new engagement. However, both disclosure and consent are required if paragraph (E) applies.

While paragraph (B) deals with the issues of adequate disclosure to the present client or clients of the member's present or past relationships to other parties or witnesses or present interest in the subject matter of the representation, paragraph (E) is intended to protect the confidences of another present or former client. These two paragraphs are to apply as complementary provisions.

Paragraph (B) is intended to apply only to a member's own relationships or interests, unless the member knows that a partner or associate in the same firm as the member has or had a relationship with another party or witness or has or had an interest in the subject matter of the representation.

Subparagraphs (C)(1) and (C)(2) are intended to apply to all types of legal employment, 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 an ante-nuptial agreement, or joint or reciprocal wills for a husband and wife, or the resolution of an "uncontested" marital dissolution. In such situations, for the sake of convenience or economy, the parties may well prefer to employ a single counsel, but a member must disclose the potential adverse aspects of such multiple representation (e.g., Evid. Code, §962) and must obtain the informed

written consent of the clients thereto pursuant to subparagraph (C)(1). Moreover, if the potential adversity should become actual, the member must obtain the further informed written consent of the clients pursuant to subparagraph (C)(2).

Subparagraph (C)(3) is intended to apply to representations of clients in both litigation and transactional matters.

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 subparagraph (C)(3) was violated when a member, 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*, subparagraph (C)(3) is not intended to apply with respect to the relationship between an insurer and a member when, in each matter, the insurer's interest is only as an indemnity provider and not as a direct party to the action.

There are some matters in which the conflicts are such that written consent may not suffice for non-disciplinary purposes. (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].)

Paragraph (D) is not intended to apply to class action settlements subject to court approval.

Paragraph (F) is not intended to abrogate existing relationships between insurers and insureds whereby the insurer has the contractual right to unilaterally select counsel for the insured, where there is no conflict of interest. (See *San Diego Navy Federal Credit Union v. Cumis Insurance Society* (1984) 162 Cal.App.3d 358 [208 Cal.Rptr. 494].) (Amended by order of Supreme Court; operative September 14, 1992; operative March 3, 2003.)

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Rules of Professional Conduct

Rule 3-300. Avoiding Interests Adverse to a Client

A member shall not enter into a business transaction with a client; or knowingly acquire an ownership, possessory, security, or other pecuniary interest adverse to a client, unless each of the following requirements has been satisfied:

(A) The transaction or acquisition and its terms are fair and reasonable to the client and are fully disclosed and transmitted in writing to the client in a manner which should reasonably have been understood by the client; and

(B) The client is advised in writing that the client may seek the advice of an independent lawyer of the client's choice and is given a reasonable opportunity to seek that advice; and

(C) The client thereafter consents in writing to the terms of the transaction or the terms of the acquisition.

Discussion:

Rule 3-300 is not intended to apply to the agreement by which the member is retained by the client, unless the agreement confers on the member an ownership, possessory, security, or other pecuniary interest adverse to the client. Such an agreement is governed, in part, by rule 4-200.

Rule 3-300 is not intended to apply where the member and client each make an investment on terms offered to the general public or a significant portion thereof. For example, rule 3-300 is not intended to apply where A, a member, invests in a limited partnership syndicated by a third party. B, A's client, makes the same investment. Although A and B are each investing in the same business, A did not enter into the transaction "with" B for the purposes of the rule.

Rule 3-300 is intended to apply where the member wishes to obtain an interest in client's property in order to secure the amount of the member's past due or future fees. (Amended by order of Supreme Court, operative September 14, 1992.)

COMPLETION CHECK LIST

After you have printed and completed all documents contained in the **REED V. ORANGE COUNTY SHERIFF Opt-In** package, please make sure that you have filled in all required information by completing the following checklist.

CONFIDENTIAL CLIENT INFORMATION SHEET:

- Client Name
- Home Address
- Telephone
- Personal E-mail Address
- Work E-mail Address
- Social Security Number
- Date of Birth
- Serial Number/Badge Number
- Employment Information
- Closest Relative or Partner

3-300 DISCLOSURE AND CONSENT FORM:

- On first page, line 2, confirm spelling of first and last name.
- On last page, please date and sign document.
- On last page, confirm spelling of first and last name.

3-310(c) DISCLOSURE AND INFORMED CONSENT FORM:

- On first page, line 2, confirm spelling of first and last name.
- On last page, please date and sign document.
- On last page, confirm spelling of first and last name.

CONSENT TO JOIN:

- On last page, please print the date and month the document was signed by you.
- On last page, please sign your name on signature line.
- On last page, confirm spelling of first and last name.
- On last page, please print employee or serial number.

RETURN ALL FORMS LISTED ABOVE TO:

JACKSON DeMARCO TIDUS PETERSEN PECKENPAUGH
2030 Main Street, Suite 1200
Irvine, CA 92614
Telephone: (949) 752-8585

REED V. ORANGE COUNTY SHERIFF "Opt-In" Package
Attn: Opt-In Department

5852-44872\ 730385.1

JACKSON DeMARCO TIDUS PETERSEN PECKENPAUGH
2030 Main Street, Suite 1200
Irvine, CA 92614
Tel. (949) 752-8585
Fax (949) 752-0597

REED V. ORANGE COUNTY SHERIFF
CONFIDENTIAL CLIENT INFORMATION

CLIENT NAME: _____

ADDRESS: _____

Street Suite/Apt.

City State/Zip Code

TELEPHONE: _____

Home Current Work

Pager Cell

Fax

E-MAIL: _____

Personal E-mail Work E-mail

SOCIAL SECURITY: _____ **DATE OF BIRTH:** _____

SERIAL/BADGE NUMBER: _____

EMPLOYER YOU ARE CONTACTING US ABOUT: _____
(Exact name from pay stub if you have it.)

Address Current Rank No. Years in Current Rank

ASSIGNMENT _____

No. Years in Assignment

STATION LOCATION _____

SWORN _____ **NON SWORN** _____ **SPECIAL OFFICER** _____

NO. YEARS IN DEPT. _____

HOURLY RATE/SALARY _____

DATES OF EMPLOYMENT: FROM _____ **TO** _____

SPOUSE'S NAME: _____

CLOSEST RELATIVE (or friend): _____
(who does not live with you) Telephone

Address

COMMENTS OR ADDITIONAL INFORMATION: (Use additional paper if you need to.)

REED V. ORANGE COUNTY SHERIFF

**DISCLOSURE AND CONSENT FORM IN COMPLIANCE WITH
RULE 3-300 OF THE RULES OF PROFESSIONAL CONDUCT**

The parties to this transaction are Jackson DeMarco Tidus Petersen Peckenpaugh, (hereinafter, "Law Firm") and _____ (hereinafter, "Client"). Client is advised to seek the advice of an independent lawyer regarding this transaction. If this disclosure statement is signed after Client has the opportunity to consult with an independent lawyer, Law Firm will enter into this matter to represent Client.

This disclosure statement and the written consent of the Client thereto is required by the provisions of Rule 3-300, rules of Professional Conduct (attached hereto), because Law Firm seeks to contract with Client that the Client's rights to apply for and receive an award of statutory attorneys' fees are irrevocably assigned, transferred, and conveyed to Law Firm upon election by Law Firm, and that Client shall not attempt to waive the right to apply for and receive such fees through any settlement without the written approval of Law Firm. Such an assignment of rights to Law Firm to collect attorneys' fees from defendant(s), and therefore to control settlement, allows Law Firm to obtain a "possessory interest" adverse to Client's interest.

Due to the nature of the claim for relief pursued by Law Firm on behalf of Client, should Client prevail in the matter, Client may be entitled to receive reasonable statutory fees awarded against the defendant, either by judgment, court order or settlement. Client's right to statutory fees as the prevailing party in this matter is governed by the provisions of 29 U.S.C. § 216(b), which allows the court to award reasonable attorneys' fees to the prevailing party.

Client agrees to allow Law Firm to choose which fee it will receive, should statutory fees become available. Law Firm intends to choose the larger of these fees. Since the statutory fee award, if any, is the property of Client, and the Client may waive, settle, or negotiate the right to fees, it is necessary for the Client to assign his or her rights in this statutory fee to Law Firm along with the agreement of the Client to not attempt to waive the right to apply for and receive such fees and do not attempt to settle without Law Firm's written approval or to otherwise negotiate or assign away the right to fees.

At the election of Law Firm, Client hereby irrevocably assigns, transfers and conveys to Law Firm all rights to apply for and receive an award for attorneys' fees in this matter from defendant, whether through settlement, judgment or court order, and Client further agrees not to attempt to waive the right to apply for and receive such fees.

By agreeing to this arrangement, Law Firm and Client may be in a conflict of interest when a settlement offer is made. A conflict could exist if defendant(s) were to make a settlement offer acceptable to Client contingent on a waiver of statutory fees. Law Firm does not expect such an offer to be made in this case, however, if it was, Law Firm might be required to withdraw as Client's attorney at that point in the case. In any event, if a settlement offer was received from defendant contingent upon a waiver of statutory fees, Law Firm would promptly notify Client of that offer and advise Client to seek the advice of an independent lawyer on the matter.

Additionally, Client agrees to give Law Firm a lien against any recovery on any and all claims for relief that are the subject of Law Firm's representation in order to secure payment of Law Firm's fee. The Attorney lien will be for any sums due and owing law Firm for fees and costs at the conclusion of Law Firm's services, whether by successful completion of the case or by discharge, and will attach to any recovery Client may obtain in this case, whether by settlement, arbitration award, judgment or otherwise. By agreeing to this term, Law Firm may acquire an interest that is adverse to the Client's interest in that Law Firm, if necessary, may collect its fees and costs directly from Client's recovery through enforcement of the lien.

Law Firm requires that Client agree to all the terms of this disclosure and consent form in consideration of Law Firm accepting the obligation of representing Client in this case.

Client's Consent To Transaction:

After having the opportunity to consult with an independent lawyer regarding the transaction described herein, Client acknowledges s/he has either so consulted with independent counsel and has elected to retain Law Firm or Client elected knowingly, willingly and voluntarily not to do so although having had the opportunity.

DATE: _____
(Do Not Leave Blank)

Print Name

Sign Name

REED V. ORANGE COUNTY SHERIFF

RULE 3-310(C) DISCLOSURE AND INFORMED CONSENT FORM

JACKSON DeMARCO TIDUS PETERSEN PECKENPAUGH (“Law Firm”) is being engaged by _____, to seek a potential recovery of unpaid compensation for hours worked pursuant to the Fair Labor Standard Act (“FLSA”). It is contemplated that the action in which you are joining as a party will be maintained as a “collective action” under the FLSA, 29 U.S.C. § 216(b) and/or may be maintained as a “class action” under Rule 23 of the Federal Rules of Civil Procedure or § 382 of the California Code of Civil Procedure or other statutory authority.

You are consenting to join a wage and hour lawsuit as a party. The suit was filed by Law Firm against defendants for Clients in similar, but not identical, circumstances as you: Law Firm is pursuing these claims on behalf of multiple Clients. As such, it is contemplated that this engagement involves joint representation of multiple Clients.

Rule 3-310(c) of the California Rules of Professional Conduct (copy attached hereto) governing attorneys permits Law Firm to jointly represent multiple Clients in which the interests of the Clients potentially or actually conflict, provided that each client gives a written informed consent regarding such potential or actual conflict of interests. We are not aware of any actual conflict of interest existing between our Clients, however, the mere fact of representing multiple clients involves potential conflicts of interest under Rule 3-310(c)(1).

We believe that your interests are aligned with the interests of other Clients in this action in that you were all subject to the same uniform policy regarding compensation for hours worked. However, because the individual circumstances of each Client are not identical, each Client’s respective interest may potentially be in conflict. We believe your interests may potentially conflict in the following areas:

- There is a possibility that your job duties and working condition is unique and not similar to other Clients in this action, causing a strategy for your representation to present a conflict with the strategy regarding the representation of other Clients.
- Because most cases are resolved by way of settlement, and Courts favor settlements, a situation might arise in which the defendant(s) offers a settlement that would allow all Clients to receive a pro-rata share of the settlement fund, not based on individualized litigation of the merits of each Client’s claim. In the event such an offer is made, it might be in the best interest of the Clients collectively to receive such a settlement offer, rather than litigating individual claims, due to the inherent risks of litigation.

If we are to represent you jointly, you must understand the risks involved:

- Instead of vigorously asserting any one of the Clients' interests on an issue, we will likely attempt to balance the interests of all Clients. This could lead to results less favorable than you might obtain if you were represented separately.
- Joint representation will also result in the attorney-client privilege not applying between or among the joint Clients as to the information that they individually or jointly disclose to the Law Firm to assist in this case. (Evidence Code § 962.) In other words, if Law Firm receives information from or about one of the Clients in this joint representation that we believe the other Clients should have in order to make decisions regarding the subject of the engagement, we will share that information with them or with the whole group of Clients. Note, however, that the attorney-client privilege continues to exist and extends to protect the confidences of the entire group (those who consent to the joint representation) from disclosure to any person who is not a member of the group.
- In the event a dispute arises among you and other Clients in this action, we will be precluded from representing either of you against the other (unless you jointly consent in writing for us to do so).

As stated above, the California Rules of Professional Conduct require that you consent to a joint representation in writing before we can represent you in the matter set forth in the Agreement. We suggest that you consult independently with other counsel to review your personal objectives and to obtain independent legal advice concerning whether it is in your interest to consent to having Law Firm represent you jointly. By signing this form, you are giving Law Firm your consent to be represented jointly with some or all of the Clients.

CLIENT AUTHORIZATION AND CONSENT:

I, _____, hereby authorize and consent to JACKSON DeMARCO TIDUS PETERSEN PECKENPAUGH representing me jointly with those other Clients who similarly consent to this joint representation notwithstanding the potential and actual conflicts of interest among us. I understand that I have the right, and have been advised, to seek independent counsel before signing this authorization and consent.

Dated: _____

Signature: _____

Name: _____

1 Gregory G. Petersen, Bar No. 77744
Roger M. Franks, Bar No. 166172
2 Bradley R. Mathews, Bar No. 202055
John D. Hayashi, Bar No. 211077
3 Fenja Klaus, Bar No. 224498
JACKSON, DeMARCO, TIDUS, PETERSEN
4 & PECKENPAUGH
A Law Corporation
5 2030 Main Street, Suite 1200
Irvine, California 92614
6 Telephone: (949) 752-8585
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8 bmathews@jdtplaw.com
jhayashi@jdtplaw.com
9 fklaus@jdtplaw.com

10 Greg K. Hafif, Bar No. 149515
Miguel Caballero, Bar No. 110333
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12 Claremont, California 91711
Telephone: (909) 624-1671
13 Facsimile: (909) 625-7772
E-Mail: ghafif@hafif.com
14 mcaballero@hafif.com

15 Attorneys for Plaintiffs, MARGARET REED,
16 individually and on behalf of all others
similarly situated

17
18 UNITED STATES DISTRICT COURT
19 CENTRAL DISTRICT OF CALIFORNIA

20
21 MARGARET REED, individually
and on behalf of all others similarly
22 situated,

23 Plaintiff,

24 vs.

25 COUNTY OF ORANGE and DOES
26 ONE through 10, inclusive,

27 Defendant.
28

CASE NO. SACV 05-1103 CJC (ANx)

Assigned for all purposes to:
The Honorable Cormac J. Carney
Ctrm: 9B

CONSENT TO JOIN ACTION

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TO THE COURT, AND TO EACH PARTY AND COUNSEL OF RECORD:

By my signature below, I hereby give my consent to be a plaintiff in the above-caption action. I, therefore, authorize the filing and prosecution of the action in my name. By consenting to this action, I agree to be bound by all decisions which the Court shall make in connection with this matter.

At the time of signing this document, I was over eighteen (18) years of age, executed within the United States on this _____ day of _____, 2007.

SIGNATURE: _____

NAME: _____

Please print name

EMPLOYEE NUMBER _____