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| CORSIGLIA  McMAHON &  ALLARD |  | BRADLEY M. CORSIGLIA  TIMOTHY D. McMAHON  B. ROBERT ALLARD  MARK A. SIGALA  LAUREN A. CERRI  *OF COUNSEL*  *NORMAN W. SAUCEDO* |

June 27, 2019

CLIENT’S CONSENT TO JOINT REPRESENTATION

We represent multiple victims of Samuel Niepp’s sexual abuse in Jane Doe vs. Union School District, et al., Santa Clara County Case Nos. 19CV343088 and 19CV343101 [Related Case No. and 19CV348167]. We are willing to represent you as joint clients. However, we want you to understand our analysis of the advantages and disadvantages of such joint representation.

This case arises from these facts and here is how you are connected in that case: Samuel Niepp (“Niepp”) was employed as a teacher by the Union School District. During that time, he sexually abused and/or inappropriately touched several minors, including you or your child. The claim against the District is that they were negligent, including that they negligently hired, trained and supervised Niepp, causing him to be in a position to sexually molest.

Our representation of each claimant in this matter can have considerable upsides, but there are also some potential downsides that we wish to bring to your attention. One obvious upside is that a considerable amount of information has been gathered to date due to our representation of multiple victims which can be used to your advantage. This information can be used to the benefit of your child. Another upside is that a united front is generally more successful than a fractured front. Yet another advantage is the economic benefit, in that costs are split amongst you.

One potential downside, although this has not occurred in our experience, is that it is always possible that one or more of the claimant’s will decide to settle while the others decide to “press on.” Also, it is important than we explain the insurance coverage picture. Calculation of your damages does not affect or depend on our other clients, but your ability to collect those damages, should you obtain a judgment, could be limited by the claims of our other clients, to the extent the aggregate of all of your claims exceeds the insurance coverage for the defendants and to the extent there are not other assets to attach to satisfy your judgment. This would be true even if we did not represent these other plaintiffs. In any event, it is our understanding that an insurance company must deal with all individual claimants fairly – thus, there is no “first come first serve” rule pertaining to the payment of insurance claims in California. In addition, we have been provided with information regarding the District’s insurance coverage indicating the coverage totals in excess of $50,000,000. Such insurance coverage is not limited, therefore, we don’t foresee this as being an issue.

These are not present or foreseeable events, but rather, hypothetical or possible events. Thus, we do not see this situation as involving either a potential conflict of interest or an actual conflict of interest.

While we are not aware of any current conflicts of interest, it is always possible that a conflict may develop. If so, we would need to discuss consents or separate counsel with you.

When we do represent joint clients, some confidential information about the case *as it relates to liability against the District, but not pertaining to each individual’s damages*, will be shared among all of the joint clients.

If we come to believe that we cannot properly represent some or all of you, we will so inform you, so that one or more of you can obtain separate counsel.

If any of you decides at a later date to secure separate representation, or if it is necessary for us to cease representing one or more of you, we may continue to represent the others. We will turn over a copy of the client file, as it exists on the transfer date, to new counsel.

We do ask you to notify us if you see any conflicts of interest, or if you believe that joint representation is no longer in your individual interest.

You of course have a right to consult with independent counsel, an attorney of your own choosing, before signing this agreement. If you do so, we would be glad to discuss these issues with counsel, and/or with you.

We emphasize that you are always free to seek independent counsel at any time even if you decide to sign the consent set forth below.

Very truly yours,

B. ROBERT ALLARD

LAUREN A. CERRI

# Client Consent

I have read and understand this joint representation consent. I have had adequate opportunity to review it; and to decide if I need discuss it with my own attorney. I consent to the joint representation on the conditions indicated.

Date: Client:

Date: Client: