

July 2, 2015

VIA EMAIL:

Joseph and Kathleen Hanley
2216 Mt. Curve Avenue
St. Joseph, MI 49085

VIA EMAIL:

John Hodgson, City Manager
City of St. Joseph
700 Broad Street
St. Joseph, MI 49085-1276

Re: Consent to Representation and Waiver of Conflicts of Interest

Dear Mr. and Mrs. Hanley and Mr. Hodgson:

By this letter, we ask that each of you confirm in writing your consent to our representation of Joseph and Kathleen Hanley (the "*Clients*") with regard to the Japanese Knotweed problem on their problem and otherwise within the city limits of St. Joseph (the "*City*") (hereinafter referred to as this "*Matter*").

We have been asked to represent the Clients in connection with this Matter. Certain of our attorneys, however, currently represent the City on unrelated employment matters. Given the fact that the City is a current client of our firm, the ethics rules applicable to Michigan lawyers permit us to represent the Clients in this Matter only under certain conditions described below.

Under the Michigan Rules of Professional Conduct, we are barred from representing a client (the Clients) if that representation will be directly adverse to another client (the City of St. Joseph) or if that representation may be materially limited by our responsibilities to another client unless: (1) we reasonably believe that the representation will not adversely affect the other client nor be adversely affected by the other representation; and (2) each client consents after consultation.

In this particular case, we have concluded that: (1) our representation of the Clients will not be directly adverse to our representation of the City on unrelated matters; and (2) our representation of the City on unrelated employment matters will not adversely affect our representation of the Clients in this Matter. Our conclusions are premised on the fact that those of our attorneys who represent the Clients will not be providing services to the City in connection with this Matter, and those of our attorneys who will represent the Clients in this Matter will not be providing services to the City. Our conclusions are also premised on the fact that, if the City requires the assistance of legal counsel in connection with this Matter, it will retain counsel other than Miller Johnson to represent it.

MILLER JOHNSON

Joseph and Kathleen Hanley and John Hodgson

July 2, 2015

Page 2

These conflict rules are for your protection, so we must be careful to document your understanding and your agreement for our firm to represent the Clients in this Matter notwithstanding the fact that the City is a current client of our firm. Accordingly, we ask that you sign a copy of this letter in the space provided on the following page. By signing this letter, you acknowledge the following:

1. You agree that Miller Johnson may represent the Clients in connection with this Matter, notwithstanding the fact that Miller Johnson currently represents the City on unrelated matters.

2. The City waives any and all conflicts of interest that may arise due to Miller Johnson's representation of the Clients in this Matter, without limitation, even though that representation may be adverse to the City.

3. The Clients each waive any and all conflicts of interest that may arise due to Miller Johnson's representation of the City on unrelated matters, even though that representation is continuing.

4. The City acknowledges and agrees that it will not seek or rely on Miller Johnson for legal advice or representation in connection with this Matter.

5. Confidential information concerning the Clients obtained by those of our attorneys representing the Clients in this Matter will not be disclosed to the City or used by Miller Johnson for the benefit of the City without the consent of the Clients. Similarly, confidential information concerning the City obtained by those of our attorneys representing the City on unrelated matters will not be disclosed to the Clients or used by Miller Johnson for the benefit of the Clients in this Matter, without the City's consent.

We hope this letter helps you understand how the conflict rules work. If this letter is not consistent with your understanding, please contact the undersigned promptly. If this letter is agreeable to you, please sign this letter in the spaces provided on the next page, and return a copy to the undersigned at your earliest convenience.

MILLER JOHNSON

Joseph and Kathleen Hanley and John Hodgson

July 2, 2015

Page 3

Thank you for your willingness to waive conflicts in this Matter. Please call if you have any questions.

Best regards,

MILLER JOHNSON

By



Sara G. Lachman

SGL:cmf

Conflict waiver approved:

By _____
Joseph Hanley

Date _____

By _____
Kathleen Hanley

Date _____

THE CITY OF ST. JOSEPH

By: _____
John Hodgson, City Manager

Date _____