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June 3, 2025

Scott A. Marlow
Erik Ben-Zekry
Deputy Prosecuting Attorneys
Snohomish County Prosecuting Attorney-Civil Division
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RE: *L.K. v. Snohomish County, et al.*, Case No. 25-2-03183-7 SEA
Request for Waiver of Potential Conflict
Joint Defense Privileged and Confidential Communication

Dear Mr. Marlow and Mr. Ben-Zekry:

I have been retained by the City of Everett to represent it in the above-referenced lawsuit. Snohomish County is a current and former client of my firm, Keating, Bucklin & McCormack, Inc., P.S., and am therefore writing this letter to formally request that Snohomish County waive any potential concurrent conflict of interest that may arise in the event I move forward with my representation of the City of Everett in this case.

Attorneys at Keating, Bucklin & McCormack, Inc., P.S. have represented Snohomish County in two consulting matters and two civil litigation cases, all four of which are now closed. One of our attorneys is currently conducting a workplace investigation for Snohomish County. I have not personally represented Snohomish County, but I do represent Snohomish County 911 in a civil lawsuit in which Snohomish County is also a co-defendant (*Burney v. Snohomish County, et al.*, currently on appeal). I expect our associate attorney, Stuart A. Cassel, to also file a notice of appearance in this case. Mr. Cassel has not represented Snohomish County in the past.

RPC 1.7 states that a lawyer should not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if (1) the representation of one client will be directly adverse to another client; or (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client, a third person, or the lawyer's personal interest.

Based upon my review of the First Amended Complaint and the City of Everett and Snohomish County investigation materials I have related to Plaintiff L.K., I see a potential concurrent conflict of interest between the City of Everett and Snohomish County that could develop in the future. The City of Everett does not intend to argue that Snohomish County could or should have done something differently in the course of its investigation or that Snohomish County breached a legal duty of care it may have owed. I also do not see a significant risk that my representation of Everett would be materially limited by the fact that others at my firm have represented Snohomish County in other unrelated legal matters. To the contrary, I see the City's defense strategy as one that is aligned with Snohomish County, and I believe we can work cooperatively in the defense of this case. However, during the course of settlement negotiations and/or if the case goes to trial against multiple defendants, the defendants may have an interest in making controversial arguments as to how to apportion fault amongst them. This is a fault allocation issue related to proximate cause, not breach of duty, and the extent to which one defendant may proactively advocate for an allocation of fault against any other defendant will depend on a multitude of factors that are not all known at this time. Ultimately, the issue of fault allocation is much less significant than issues related to the duty owed, breach of duty, and the true proximate cause of damages.

In the event of a concurrent conflict of interest, RPC 1.7 allows me to represent the City of Everett if (1) I reasonably believe I can provide competent and diligent representation to the City without impacting my firms' representation of Snohomish County in other matters; (2) my representation is not prohibited by law; (3) my representation does not involve the assertion of a claim by the City of Everett against Snohomish County (or vice versa) in this litigation; and (4) each affected client gives informed consent, confirmed in writing.

My evaluation of this case leads me to conclude that it would not be in any of the defendants' interests to suggest that any of the other defendants breached a duty of care owed to L.K., because doing so would only support the Plaintiff's argument that more should have been done for L.K. and that this was a systematic failure on the part of law enforcement to get her the help she needed. Additionally, per the First Amended Complaint, the City of Everett's singular interaction with L.K. and her mother are less significant than the interactions Snohomish County and the State had with L.K. and her family. I therefore believe it would be in each of the defendant's best interests to focus on the defense of their own employees' actions and potential affirmative defenses and avoid pointing the finger at any other defendant. No matter who represents the City of Everett, there may be some discussion for purposes of settlement or at trial related to the appropriate apportionment of fault, if any, between defendants. I believe this can

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be done in a respectful way that would not prohibit my representation of the City of Everett, so long as Snohomish County is comfortable with the arrangement.

Ultimately, I believe this would be an appropriate case for me to move forward with my representation of the City of Everett, and to do so while working cooperatively with Snohomish County under the terms of a joint defense agreement. I am requesting this waiver, because I am passionate about my defense of law enforcement officers and their agencies, and I believe I can represent the City of Everett with competence and diligence, hopefully to the benefit of all the defendants.

Please let me know if you have any questions or concerns about this request, and I look forward to receiving your response.


Sincerely,



Ann E. Trivett

I have read the letter above and understand its contents. By signing the line below, on behalf of Snohomish County, I am providing Snohomish County's informed consent for Ann E. Trivett and Stuart A. Cassel from Keating, Bucklin & McCormack, Inc., P.S. to represent the City of Everett in this lawsuit.

Date: June 10, 2025

Signature: 

Name and Title: Heidi Beazizo, Chief of Staff

AET/sd

cc: Mr. Ramsey Ramerman, Deputy City Attorney