



COUNTY OF KINGS
OFFICE OF THE DISTRICT ATTORNEY
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VIA ELECTRONIC MAIL

Board of Supervisors
1400 West Lacey Boulevard
Hanford, California 93230

Re: *Leibert, Cassidy, and Whitmore*

Dear Honorable Members of the Board of Supervisors,

I am writing to you on behalf of our County's safety. As you know, the Kings County District Attorney's Office has been actively recruiting attorneys to effectively prosecute criminal cases. The current labor market for legal services has seen a significant tightening since COVID-19. Private firms and public entities now actively recruit and retain their legal professionals. You have taken great steps to recruit and retain our attorneys who serve Kings County. You voted to extend a \$15,000 bonus payable for three years to our prosecutors. You also approved a popular flexible 9/80 schedule and telework policy. The Board of Supervisors has shown its concern for public safety time and time again on the dais when personnel issues arise.

Despite all of the efforts you have taken to ensure that Kings County recruits and retains prosecutors, the County still faces strong market forces which draw attorneys to bigger compensation packages through public and private employers alike. It is particularly concerning when one of those employers is Leibert, Cassidy and Whitmore (LCW). Kings County hired LCW to assist with contract negotiations with the County's bargaining units – including the Prosecutors Union. Che Johnson, a partner at the Fresno LCW office, negotiates contracts with Human Resources. And thus, LCW has insider knowledge about the County's current negotiations and what the County's limits are for offering a compensation package. As the County's labor negotiator and attorney, LCW has a duty of loyalty to the County to protect its interests. LCW has engaged in negotiations with the Prosecutors Union, and in those discussions, knows that our office currently needs more legal staff. Despite LCW's knowledge of the County's negotiations process, it hired one of our attorneys offering a much higher compensation package. The optics are terrible. It appears that LCW offers the union the county's lower compensation package, and then in turn, LCW offers one of the prosecutors a much better package. And what is worse is that LCW's new hire advertises throughout our office the much larger compensation package and encourages other prosecutors to apply.

As stated before, LCW has a duty of loyalty to this County to ensure that negotiations with the unions are productive and beneficial for both sides. However, LCW hired an attorney and recruits more out of the Prosecutors Union at a much higher compensation rate than what is being offered by the County. As a partner at LCW, Che should be involved in the hiring process for other attorneys. The Fresno LCW office is relatively small – employing one office managing partner, four partners, and six associate attorneys. He should be aware when his firm hires an attorney from one of his clients. But even if Che himself “didn’t know,” LCW had the responsibility to tell him when they were drawing talent from the District Attorney’s Office at a much higher rate than the rate he was negotiating with the Prosecutors Union. And further, their newest associate took every opportunity to advertise to the Prosecutors Union how much LCW’s compensation package beat the County’s offer. With this information in mind, how can the County effectively negotiate a memorandum of understanding with the Prosecutors Union when LCW is recruiting and hiring from the District Attorney’s Office? The deputy district attorneys who ultimately decide to stay with Kings County to protect our community must now bear a heavier workload for a lower salary while the newly hired LCW associate now earns \$30,000.00 more per year in salary with the opportunity to earn an \$8,000.00 bonus if billable hourly goals are met.

It seems that LCW has a conflict of interest here. The County pays them to negotiate a contract for the deputy district attorneys to stay, but in practice, LCW offers the attorneys more compensation to leave and work for them. There is a saying that a man cannot serve two masters. This is particularly true here. LCW cannot effectively represent the County’s interests in negotiating a memorandum of understanding with the Prosecutors Union and then hire from the District Attorney’s Office at the same time.

This Board has done much for the County’s citizens and employees alike. I ask that you continue your passionate commitment to Kings County and take a course of action that will promote good bargaining with the Prosecutors Union.

Very respectfully.



SARAH M. HACKER
Kings County District Attorney