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12
13 UNITED STATES DISTRICT COURT
14 EASTERN DISTRICT OF WASHINGTON

15 UNITED STATES OF AMERICA,)

16)
17 Plaintiff,)

18)
19 vs.)

20)
21 KARL F. THOMPSON, JR.,)

22)
23 Defendant.)

No. CR-09-0088-FVS

**RESPONSE TO THE
UNITED STATES' REPLY
AND SUPPLEMENT TO
REPLY RE: DEFENSE
COUNSEL CONFLICTS --
DECLARATION OF AUSA
TIM M. DURKIN**

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31 COMES NOW Defendant Karl Thompson, by and through his counsel of
32 record, Carl J. Oreskovich of Etter, McMahon, Lamberson, Clary &

RESPONSE TO THE UNITED STATES'
REPLY AND SUPPLEMENT TO REPLY
RE: DEFENSE COUNSEL CONFLICTS --
DECLARATION OF AUSA TIM M.
DURKIN

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1 Oreskovich, P.C., and responds to the United States' Reply in Support of
 2 Clarifying Defense Counsel Conflicts and Supplement Reply Re: Defense
 3 Counsel Conflicts – Declaration of AUSA Tim M. Durkin (“Supplement to
 4 Reply”).
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6 I. FACTS

7
 8 The Government's Reply and Supplement to Reply erroneously argues
 9 that various conflicts of interest exists in this case based on the Government's
 10 1) misperceived legal relationships between Mr. Oreskovich and the City of
 11 Spokane, City Attorney's Office, and SPD employees; 2) patently false
 12 assertions regarding Stephen Lamberson's contact with use of force experts on
 13 behalf of Steve Braun, Jr.; 3) contrived conflicts of interest relating to the prior
 14 representation of “conceivable” Government witnesses; and 4) the meritless
 15 allegation regarding defense counsel's representation of “all elected officials
 16 and city employees past and present.”
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20 **a. Mr. Carl Oreskovich's involvement in this case and the parallel**
 21 **civil case *Estate of Otto Zehm v. City of Spokane, et al*, CV-09-08-**
 22 **LRS has been, and is limited to, the representation of Karl F.**
 23 **Thompson, Jr.**

24 The factual background surrounding Mr. Oreskovich's legal relationship
 25 with City of Spokane, City Attorney's Office, and SPD employees is as
 26 follows:
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28 In late October 2008, the City Attorney's Office contacted Mr.
 29 Oreskovich to assist in the defense of possible civil claims arising out of the
 30 March 18, 2006 SPD incident involving Otto Zehm. (*Decl. of Carl J.*
 31 *Oreskovich in Support of Response to the United States' Reply and Supplement*
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1 to Reply Re: Defense Counsel Conflicts). Mr. Oreskovich orally agreed to
2 become involved in the matter. *Id.*

3
4 Within days of being contacted by the City Attorney's Office, Mr.
5 Oreskovich was asked by Karl F. Thompson, Jr. to represent him with respect
6 to a Grand Jury investigation convened to investigate his conduct arising out of
7 the March 18, 2006 incident. *Id.* Mr. Oreskovich agreed. *Id.* At the time Mr.
8 Oreskovich agreed to represent Officer Thompson criminally, he recognized
9 that he would not be able to represent any other defendant named in the civil
10 case. *Id.*

11
12 Communications between Mr. Oreskovich and the City Attorneys Office
13 were made shortly after whereby it was agreed that Mr. Oreskovich's
14 involvement in the civil case would be limited to the representation of Officer
15 Thompson. *Id.*

16
17 Throughout this time period, Mr. Oreskovich made clear to the Assistant
18 United States Attorney Timothy Durkin that he, and he alone, represents Officer
19 Thompson in the criminal case. (*Decl. of Carl J. Oreskovich, Exhibit 1*).
20 Furthermore, Mr. Oreskovich made clear that his involvement in the potential
21 civil case was limited to representing the interests of Officer Thompson. *Id.*

22
23 In February of 2009, Mr. Oreskovich signed a contract with the City of
24 Spokane as special counsel "to assist the City Attorney's Office and represent
25 the City of Spokane in the claim filed by the Estate of Otto Zehm." (*Decl. of*
26 *Carl J. Oreskovich*); see also *Ct. Rec. # 271, Exhibit A*. Mr. Oreskovich signed
27 this contract based on his previous communications with the City Attorney's
28 Office in which all parties agreed that his involvement in the civil case was
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1 limited to the representation of Officer Thompson. (*Decl. of Carl J.*
2 *Oreskovich*). Further, Mr. Oreskovich signed the contract based upon his
3 knowledge that “[T]he City Attorney has the authority and responsibility to
4 determine how attorney resources are allocated.” *Id.*; *see also Ct. Rec. # 271,*
5 *4:7-8 (citing Estate of Zehm v. City of Spokane, et al, CV-09-08-LRS, Ct. Rec. #*
6 *63, ¶45)*. Simply stated, Mr. Oreskovich had been allocated by the City
7 Attorneys Office to represent Officer Thompson. Despite the fact that Mr.
8 Oreskovich may still be “authorized” to represent all defendants under the
9 resolutions passed by the City Council, at no time has he represented any
10 interest, other than Officer Karl Thompson, regarding the March 18, 2006 SPD
11 incident with Otto Zehm. (*Decl. of Carl J. Oreskovich*).

12 On March 13, 2009, the Estate of Otto Zehm and Ann Zehm filed a civil
13 action against the City of Spokane, Jim Nicks, Karl Thompson, Steven Braun,
14 Zack Dahle, Erin Raleigh, Dan Torok, Ron Voeller, Jason Uberuaga, and
15 Theresa Ferguson. *Estate of Otto Zehm v. City of Spokane, et al, CV-09-08-LRS,*
16 *Ct. Rec. # 1*. Once the lawsuit was filed, conversations again occurred regarding
17 which attorney would represent which defendant(s). (*Decl. of Carl J.*
18 *Oreskovich*). The same understanding was reached as it had on previous
19 occasions. *Id.* Mr. Oreskovich’s role would continue to be limited to
20 representing the interests of Officer Thompson and would not be broadened to
21 include other defendants. *Id.*

22 On April 1, 2009, Howard F. Delaney, City Attorney and Rocky
23 Treppiedi, Assistant City Attorney entered a Notice of Appearance in the civil
24 case. *Estate of Otto Zehm v. City of Spokane, et al, CV-09-08-LRS, Ct. Rec. #*
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1 2, Attachment A. Messrs. Delaney and Treppiedi's Notice of Appearance was
2 entered for each of the named civil defendants. *Id.* On April 7, 2009, Carl
3 Oreskovich filed a Notice of Appearance in the civil case on behalf of Karl
4 Thompson. (*Decl. of Carl J. Oreskovich, Exhibit 2*). Notably, Mr. Oreskovich's
5 appearance evidences the fact that Mr. Oreskovich has only represented the
6 interests of Karl Thompson in the civil matter. *Id.*

9 On June 18, 2009, 72-days after Mr. Oreskovich filed his Notice of
10 Appearance in the civil case on behalf of Officer Thompson, Mr. Oreskovich
11 signed a contract addendum with the City of Spokane. (*Decl. of Carl J.*
12 *Oreskovich*). Again, Mr. Oreskovich signed this contract addendum pursuant to
13 his specific roll of representing Officer Thompson's interests in the civil case.
14 *Id.* Furthermore, this contract addendum was signed in accordance with the
15 performance of the original contract and based upon the understanding within
16 the City Attorney's Office that Mr. Oreskovich would only represent Officer
17 Thompson in the civil case. *Id.*

21 At all times pertinent hereto, Mr. Oreskovich and members of his firm
22 have only represented the interests of Karl Thompson in the case *Estate of Otto*
23 *Zehm v. City of Spokane, et al, CV-09-08-LRS*, and not any other defendant. *Id.*
24 Additionally, Mr. Oreskovich and members of his firm have only represented
25 Karl Thompson relating to criminal charges arising out of the March 18, 2006
26 SPD incident with Otto Zehm.

29 **b. Mr. Stephen Lamberson has never contacted use of force**
30 **experts on behalf of Steve Braun, Jr.**

31 The United States has erroneously claimed that Mr. Stephen Lamberson
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1 contacted “a number of ‘use of force’ experts this past year and reportedly
 2 solicited ‘assistance’ in performing an expert review of the force used on
 3 Zehm...on behalf of...civil defendant Steve Braun, Jr.” (*Ct. Rec. # 271, 5: 7-
 4 14*). This assertion is false and not based on any fact whatsoever. Most
 5 glaringly, the United States cites no source regarding the basis for this
 6 assertion. Mr. Lamberson has not contacted experts on behalf of Mr. Braun and
 7 has only contacted expert witnesses regarding the March 18, 2006 SPD incident
 8 with Otto Zehm on behalf of Officer Karl Thompson. (*Declaration of Stephen
 9 M. Lamberson in Support of Response to the United States’ Reply and
 10 Supplement to Reply Re: Defense Counsel Conflicts*).

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 15 **c. No conflict of interest exists between defense counsel and
 16 “conceivable” Government witnesses.**

17 The Government has also erroneously asserted that potential conflicts of
 18 interest exist regarding the due to defense counsel’s involvement in *Burton v.
 19 City of Spokane, CV-06-322-RHW*. The alleged conflict asserted by the
 20 Government arose from an unrelated civil case dismissed on summary
 21 judgment more than a year ago where no information was disclosed that would
 22 be used against the former client or prevent an exhaustive cross examination of
 23 him.
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25
 26 *Burton v. City of Spokane* was a civil matter wholly unrelated to the March
 27 18, 2006 SPD incident with Otto Zehm. Mr. Oreskovich was first requested to
 28 associate with the City Attorney’s Office in the *Burton* case in late January
 29 2009. *Burton v. City of Spokane, CV-06-322-RHW, Ct. Rec. # 221*. Mr.
 30 Oreskovich entered a Notice of Appearance in that case on January 27, 2009.
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 32

1 *Burton v. City of Spokane, CV-06-322-RHW, Ct. Rec. 210.* On January 30,
 2 2009, Chief United States District Judge Robert Whaley entered an order
 3 denying Mr. Oreskovich permission to participate in *Burton* for reasons
 4 unrelated to this matter. *Burton v. City of Spokane, CV-06-322-RHW, Ct. Rec. #*
 5 *212.* Mr. Oreskovich had no meetings with any police officers, including
 6 Detective Larry Bowman, regarding the *Burton* matter. (*Decl. of Carl J.*
 7 *Oreskovich*).

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 10 On February 18, 2009, the Court in *Burton*, allowed Attorney Stephen
 11 Lamberson and the law firm of Etter, McMahon, Lamberson, Clary, Troppman¹
 12 & Oreskovich, P.C., except for Carl Oreskovich, to appear on behalf of the
 13 defendants. *Burton v. City of Spokane, CV-06-322-RHW. Burton v. City of*
 14 *Spokane, CV-06-322-RHW, Ct. Rec. # 227.* That same day, Stephen M.
 15 Lamberson and Jennifer C. Underwood filed Notices of Association of Counsel
 16 “as attorney[s] for Defendants” named in *Burton v. City of Spokane, CV-06-*
 17 *322-RHW.* (*See Decl. of Stephen M. Lamberson, Exhibit 1 & 2*). The
 18 Defendants were the City of Spokane, Spokane Police Department, Roger
 19 Bragdon, Larry Bowman, Mike McNab, Jeffrey Barrington, Matt Bahr, Thomas
 20 Hendren, Sean Cummings, and several Doe defendants. (*Decl. of Stephen M.*
 21 *Lamberson*). Neither Mr. Lamberson nor Ms. Underwood appeared for the City
 22 Attorney’s Office nor did either provide representation to all elected officials
 23 and city employees past and present. *Id.* Instead, their representation was
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30 ¹ Susan Troppman is no longer a member of the firm Etter, McMahon,
 31 Lamberson, Clary & Oreskovich, P.C.
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1 limited to those defendants named in the case.

2
3 Furthermore, neither Officer Rob Boothe nor Officer Timothy Moses were
4 named defendants in the *Burton* matter and were not represented by either Mr.
5 Lamberson or Ms. Underwood. *Id.*

6
7 On May 22, 2009, after the court dismissed the case on defendants' motion
8 for summary judgment, both Mr. Lamberson and Ms. Underwood filed Notices
9 of Withdrawal in the *Burton* matter. *Burton v. City of Spokane, CV-06-322-*
10 *RHW, Ct. Recs. # 249, 250.*

11
12 **d. Messrs. Oreskovich and Lamberson do not represent all elected**
13 **officials and city employees past and present.**

14 The Government's argument that defense counsel represents every elected
15 city official and employee, past and present, is meritless. The United States
16 attenuated assertion misconprehends the term "association." Under the United
17 States logic, any attorney who associates with another for the purpose of joint
18 representation automatically assumes a position within the other attorney's
19 business entity. Clearly, this logic is in error. Mr. Oreskovich's association
20 with the City of Spokane has been for the limited purpose of representing
21 Officer Thompson. Mr. Oreskovich has never claimed to globally represent all
22 officers and SPD employees. The United States has erroneously made this
23 assertion despite the fact that defense counsel has vigorously maintained that
24 representation in this matter and the parallel civil case is limited to Officer
25 Thompson. Defense counsel has only appeared on behalf of Officer Thompson.
26 Mr. Oreskovich and his firm's involvement in this matter is limited for that
27 purpose and that purpose alone.
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3 **II. MEMORANDUM OF POINTS AND AUTHORITIES**

4 The Sixth Amendment guarantees that “[i]n all criminal prosecutions, the
5 accused shall enjoy the right...to have the Assistance of Counsel for his
6 defence.” U.S. CONST. amend. VI. A presumption is implied in favor of
7 affording a defendant his right to choose counsel as part and parcel of the right
8 expressly guaranteed by the Sixth Amendment. *Wheat v. U.S.*, 486 U.S. 153,
9 108, S. Ct. 1692 (1988); *see also Douglas v. U.S.*, 488 A.2d 121, 139-145
10 (1985). This presumption should only be overcome by a showing of actual or
11 “serious potential for conflict.” *Id.* at 164.
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13
14 In *Wheat*, the Supreme Court affirmed the trial court’s conclusion that
15 there was a serious potential for conflict in that case where the defendant asked
16 to be represented by the same counsel representing codefendants in the same
17 case who pled out of the case and could implicate the remaining defendant. *Id.*
18 at 163-64. Yet, the Court acknowledged that a different trial court may have
19 come to a different conclusion with equal justification. *Id.* at 164. The
20 Supreme Court also recognized,
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24 Petitioner of course rightly points out that the
25 Government may seek to “manufacture” a conflict in
26 order to prevent a defendant from having a particularly
27 able defense counsel at his side; but trial courts are
28 undoubtedly aware of this possibility, and must take it
29 into consideration along with all of the other factors
30 which inform this sort of decision.”

31 *Id.* at 163.

32 Instructive to the current case is *U.S. v. Valdez*, 149 F.R.D. 223 (D. Utah

1 1993). In *Valdez*, the Government made a motion to recuse the defense
2 attorney based on the attorney's prior representation of a proposed Government
3 witness. *Id.* at 224. The attorney had represented the proposed witness at the
4 trial stage and on appeal in a separate drug prosecution case. *Id.* The former
5 client/proposed witness refused to sign a waiver of any conflict of interest that
6 may arise on cross examination. *Id.* Nevertheless, the *Valdez* court noted that
7 the two cases were totally unrelated and that no confidential communications
8 occurred between the defense attorney and his former client that would be used
9 to impeach the former client in this case. *Id.* 224-25. The defendant, Mr.
10 Valdez, acknowledged the possible conflict of interest with his attorney's
11 former client and waived such potential conflict. *Id.* at 225. The *Valdez* court
12 performed a thorough analysis of the case in light of the Supreme Court's
13 decision in *Wheat* and the local ethical rules. *Id.* 225-29. The court ultimately
14 denied the Government's motion to recuse noting that the "ethical and judicial
15 administration considerations that could favor the motion to recuse do not
16 predominate in this case over the defendant's right to his choice of counsel."
17 *Id.* at 229. The court noted "[a] defense counsel's prior representation of a
18 Government witness does not 'automatically' create a conflict of interest
19 adversely affecting representation." *Id.* at 227.

20 In this case, the Government has alleged various "conflicts" by presenting
21 attenuated, misleading and/or meritless assertions before the Court just weeks
22 before trial. First and foremost, no conflict of interest exists regarding Mr.
23 Oreskovich's involvement in the parallel civil case *Estate of Otto Zehm v. City*
24 *of Spokane, et al*, CV-09-08-LRS. At all times pertinent, Mr. Oreskovich and
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1 his firm have only represented the interests of Officer Thompson in both civil
2 and criminal cases. Mr. Oreskovich and his firm have only worked on either
3 matter based upon his understanding that his role is limited to the representation
4 of Officer Thompson. This fact is evidenced by Mr. Oreskovich's Notice of
5 Appearance filed in the civil case. Additionally, communications between Mr.
6 Oreskovich and the City Attorneys Office further evidence the fact that Mr.
7 Oreskovich has always maintained that his role in the civil case is limited to the
8 representation of Officer Thompson. As such, Mr. Thompson's right to choose
9 representation of his choice should not be undermined by Government's
10 attempt to create conflicts from attenuated arguments not based in fact. In other
11 words, there is no actual or potential for serious conflicts and Defendant
12 Thompson should not be prejudiced by the United States' attempt to establish a
13 conflict, no matter how strained, in order to prevent Defendant Thompson from
14 having Mr. Oreskovich at his side. *Wheat*, 486 U.S. at 163.

20 Second, as discussed above, the Government's assertion that Mr.
21 Lamberson contacted use of force experts of behalf of Steve Braun, Jr. is
22 patently false. The United States has cited no source for this assertion which
23 appears to be wholly based on speculation. Mr. Lamberson has only contacted
24 experts on behalf of Officer Thompson arising from the March 18, 2006 SPD
25 incident with Otto Zehm. Therefore, no actual or potential conflict exists as the
26 United States has relied upon false information to assert this claim. *See Wheat*,
27 486 U.S. at 163.

31 Third, the Government argues that a conflict of interest could arise because
32 Mr. Lamberson previously represented Detective Larry Bowman in a civil case

1 (*Burton v. City of Spokane, et al.*) in which Detective Bowman was one of a
2 several officers named as defendants. However, under the Washington Rules of
3 Professional Conduct, a conflict only exists relating to a former client if a
4 lawyer seeks to represent “another person in the same or a substantially related
5 matter in which that person’s interest are materially adverse to the interests of
6 the former client unless the former client gives informed consent, confirmed in
7 writing.” RPC 1.9. First, the *Burton* matter is materially different than the case
8 at bar and is altogether unrelated to any charge or claim facing Officer
9 Thompson. As a result, RPC 1.9 is not implicated. However, in the unlikely
10 event the Court determines a conflict exists, Detective Bowman has given his
11 informed consent to waive any conflict of interest. (*See Larry Bowman Waiver,*
12 *filed contemporaneously with Response*).

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17 In *U.S. v. Jeffers*, 520 F.2d 1256, 1264-65 (7th Cir. 1975), Judge (now
18 Justice) Stevens noted two factors to consider when determining whether
19 undivided loyalties reside with the current client: (1) whether pecuniary
20 interests in possible future business with the former client will cause counsel to
21 avoid vigorous cross examination of former client; and (2) whether privileged
22 information obtained from the witness may be relevant to the cross-examination
23 in the present case. Neither factor is at issue in this case. Detective Bowman
24 had no role in hiring or paying Mr. Lamberson in the *Burton* case. (*Decl. of*
25 *Stephen M. Lamberson*). Detective Bowman had minimal contact with Mr.
26 Lamberson (and none with Mr. Oreskovich) prior to the case being dismissed
27 on summary judgment. *Id.* No impeaching information was received from
28 Detective Bowman that could be used on cross-examination nor was a
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1 relationship forged between Mr. Lamberson and Detective Bowman that would
2 result in a less than exhaustive cross-examination of Detective Bowman. *Id.*

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4 Corroborating these facts is the waiver from Detective Bowman of any
5 potential conflict filed contemporaneously with this Response. *See U.S. v.*
6 *FMC Corp.*, 495 F. Supp. 172 (D.C. Pa. 1980) (where no confidential
7 information was elicited from employees and waivers were signed, there was no
8 conflict of interest with defense counsel representing defendant company
9 although counsel represented company employees before the grand jury and
10 employees would be called as witnesses by Government); see also *Valdez* (court
11 denied motion to recuse despite former client's refusal to waive potential
12 conflict).

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16 Furthermore, Detective Bowman is neither a co-defendant in this case nor
17 a key witness for the prosecution. The Government characterizes Detective
18 Bowman as "conceivably a prosecution witness who may be called to provide
19 adverse testimony." (Supp. to Reply at 2 ¶ 2 lines 21-22.) "Where the prior
20 representation did not involve the defendant and pertained to an unrelated
21 matter and where there was nothing to suggest antagonism to the defendant, the
22 conflict is speculative and does not provide a basis for complaint." *Valdez*, 149
23 F.R.D. at 227 (citing *Griffin v. West*, 791 F.2d 1578 (10th Cir. 1986)).
24 Certainly, Officer Thompson's right to choose counsel is not outweighed by the
25 Government's tenuous assertions of conflict with a possible witness. *See*
26 *Valdez* at 229.

27
28 The Government also argues that there are potential conflicts of interest
29 with Officer Rob Boothe and Officer Timothy Moses since each was named in
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1 a self-serving declaration by a non-party in support of the plaintiff's response to
2 summary judgment in the *Burton* case defended by Mr. Lamberson. Officer
3 Boothe and Officer Moses were not defendants in the *Burton* case and were
4 never represented, or even interviewed, by Mr. Lamberson. (*Decl. of Stephen*
5 *M. Lamberson*) Thus, there is no actual conflict of interest or the potential for
6 conflict.
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8
9 Finally, the Government's suggestion that Mr. Lamberson and Mr.
10 Oreskovich have a conflict of interest with every City employee past and
11 present and, by extension, every City of Spokane Police Officer, is clearly
12 manufactured to interfere with Officer Thompson's defense. *See generally*
13 *Wheat*, at 163. The Government contrives this conflict of interest by
14 extrapolating language out of context from an agreement and prior briefing to
15 argue that defense counsel for Officer Thompson have a potential conflict with
16 every City employee whether or not the specific employee had ever been
17 individually represented by Officer Thompson's attorneys, whether or not
18 Officer Thompson's attorneys ever elicited privileged information from the
19 employee, or whether or not Officer Thompson's attorneys ever even spoke to
20 the individual employee. The Government's argument leads to the untenable
21 conclusion that Mr. Oreskovich and Mr. Lamberson could not represent any
22 defendant, criminal or civil, where a Spokane City Police Officer will testify as
23 an adverse witness because a conflict of interest may arise from prior
24 representation regardless of the scope of such asserted representation.
25 Accepting this argument would gut the Sixth Amendment right to choose
26 counsel absent a *serious* potential for a conflict of interest. *See Wheat*, 486 U.S.
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1 at 164.

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3 Nevertheless, Officer Thompson has been advised of the Government's
4 assertions of potential conflicts of interests. Officer Thompson understands the
5 potential for a conflict of interest and has sought independent legal counsel on
6 this issue. Officer Thompson has signed a waiver of potential conflicts of
7 interest, which has been filed contemporaneously herewith.
8

9 **III. CONCLUSION**

10
11 For the reasons stated above, it is clear that there are no actual or serious
12 potential for conflicts of interest regarding the relationship between Mr.
13 Oreskovich and the City of Spokane, City Attorney's Office, and SPD
14 employees because at all times relevant to this case, Mr. Oreskovich and his
15 firm have only represented the interests of Officer Karl Thompson.
16 Additionally, no actual or serious potential for conflicts of interest exist based
17 on defense counsel's prior representation of Detective Bowman in the wholly
18 unrelated matter *Burton v. City of Spokane, et al.* Further evidencing this lack of
19 conflict are the Waivers of Potential Conflict of Interest signed by Officer
20 Thompson and Detective Bowman filed contemporaneously with this response.
21 Finally, the United States' claims regarding defense counsel's solicitation of use
22 of force experts on behalf of Steve Braun, Jr. and defense counsel's alleged
23 representation of all elected officials and city employees past and present are
24 meritless and should be rejected.
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29 Therefore, Defendant Thompson requests the Court to enter an order finding
30 that no conflicts of interest exist regarding defense counsel's representation of
31 Defendant Thompson and to allow Mr. Oreskovich and Mr. Lamberson to
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1 continue representing Mr. Thompson throughout the duration of trial.
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4 RESPECTFULLY SUBMITTED this 18th day of May, 2010.

5 ETTER, McMAHON, LAMBERSON,
6 CLARY & ORESKOVICH, P.C.
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8

9 By/s/ Carl J. Oreskovich
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CERTIFICATE OF SERVICE

I hereby certify that on the 18th day of May, 2010, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF System, which will send notification of such filing to the following:

RESPONSE TO THE UNITED STATES' REPLY AND SUPPLEMENT TO REPLY RE: DEFENSE COUNSEL CONFLICTS -- DECLARATION OF AUSA TIM M. DURKIN

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Q:\Carl\Carl's E&M Client Files\Thompson - USA v. - Criminal (4714)\Pleadings\Resp to US Supp to Reply re Def Counsel Conflicts Decl of Durkin[1].doc]