

SAMPLE JOINT REPRESENTATION CONFLICT WAIVER LETTER

[Insert Date]

[Client A]
[Name of Client Contact]
[Company or Entity]
[Address]

[Client B]
[Name of Client Contact]
[Company or Entity]
{Address}

Re: [Style of Case or Description of Matter/Representation] Joint Representation Conflict of Interest Waiver

Dear _____:

You have requested that **[Law Firm]** represent **[names of clients to be jointly represented]** in connection with **[describe matter]** (“the matter”). In order to represent both clients, rigorous ethical requirements must be met.

Joint representation of multiple clients, which is ordinarily a conflict of interest, is allowed if the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client and each client gives informed written consent, confirmed in writing, after explanation by the lawyer of the implications of the common representation and the advantages and risks involved. Based on the information both clients have provided, we have concluded that **[Law Firm]** can jointly represent **[names of clients to be jointly represented]** in the matter and that our representation of each client will be competent and diligent. However, please consider the following.

1. Although the law is not settled, it is our opinion that any information disclosed by either client to us in connection with the joint representation will not be protected by the lawyer-client privilege in a subsequent legal proceeding brought by one client against the other. Moreover, we believe that we cannot effectively represent either client if information disclosed to us by one client must be preserved in confidence from the other. Accordingly, in the course of this representation, we will disclose to both clients all information we receive from either client relating to the matter. Therefore, if **[Law Firm]** is to represent both clients in the matter, it will only be with the express understanding that each client has waived the lawyer-client privilege to the extent, but only to the extent, that the privilege might otherwise require us to preserve in confidence information disclosed to us by one client from the other

client, either in the course of this representation or in connection with any subsequent legal proceeding brought by either of client against the other.

2. At this time, there does not appear to be any difference of opinion between **[names of clients to be jointly represented]** with respect to the legal issues involved in the matter, respective rights and obligations, or the most effective strategy of dealing with the legal issues presented. However, should material differences develop between **[names of clients to be jointly represented]** in the future that cannot be amicably resolved, or that **[Law Firm]** concludes cannot be resolved on terms compatible with the best interests of each client, then the clients agree that the firm must at that time withdraw from the joint representation without breaching any obligation to any of the clients. Should this occur, we will assist each client in obtaining new counsel if so desired. Each client would, of course, continue to be responsible for payment of all of the firm's accrued legal fees and expenses advanced on **[his/her/its]** behalf. **[Alternative insert if firm is to continue to represent one client but withdraw from representation of the other/s: "[However, should material differences develop between the jointly represented clients in the future that cannot be amicably resolved, or that [Law Firm] concludes cannot be resolved on terms compatible with the best interests of each client, then the clients agree that [Law Firm] will be able to continue to represent [Client __] in the matter, even adverse to [Client __], and even in litigation." Note that this alternative is highly unusual and used only in situations where the client whose representation is dropped was represented solely as an accommodation to the client who is retained and this understanding is clearly expressed in the engagement letter.]**

Obviously, each client has the right to retain separate legal counsel. However, it is the firm's understanding that, notwithstanding the considerations set forth above, **[names of clients to be jointly represented]** wish **[Law Firm]** to represent them jointly in the matter. Accordingly, if **[names of clients to be jointly represented]** are willing to consent to **[Law Firm's]** joint representation, waive any right to object to a conflict of interest, and accept the limitations on our professional responsibilities as a result of the joint representation, all based on the disclosures and conditions set forth in this letter, please so indicate in the space provided below, and return one copy of this letter to me as soon as possible. **[Insert if the return of the signed waiver letter is to take place via facsimile and the appropriate fax number or insert language that a stamped, addressed envelope is enclosed for return of the signed waiver letter.]**

Thank you very much for your consideration.

Sincerely yours,

[LAW FIRM]

By: _____

CONSENT TO JOINT REPRESENTATION AND CONFLICTS WAIVER

[CLIENTS A and B] consent to [Law Firm's] joint representation of them in this matter and waive any associated conflict of interest on the terms and conditions set forth in this letter.

[CLIENT A]

[CLIENT B]

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____