***Form – JOINT REPRESENTATION OF MULTIPLE CLIENTS***

***NOTE: Conflicts issues are very fact specific. As such, a blanket form is not suitable. In order to consent to a conflict of interest, clients must discuss with the attorney the specific issues causing the conflict and potential adverse consequences of a waiver to the client. A client's signature on a blanket form should never be construed to constitute an adequate, informed waiver, without the full discussion with the client of the specific consequences of the specific waiver. Rather, a detailed letter for each potential conflict of interest should be prepared.***

**SAMPLE LANGUAGE TO CONSIDER**

**WHEN PREPARING A CONFLICT OF INTEREST WAIVER LETTER**

[Date]

[Client Name]

[Street]

[City / State / Zip Code]

Re: [Subject]

Dear [Client Name]:

 You have asked [firm name] to represent you [Client A] and [Client B] jointly in connection with [full description of matter]. We would be pleased to do so, subject to the following understandings:

[List here.]

 Although the interests of you [Client A] and [Client B] in this matter are generally consistent, it is recognized and understood that differences may exist or become evident during the course of our representation. Notwithstanding these possibilities, [Client A] and [Client B], have determined that it is in their individual and mutual interests to have a single law firm represent them jointly in connection with [full description of matter].

 By your signature and that of [Client B] of this letter, you confirm your agreement that [name of law firm] may represent you jointly in connection with the above-referenced matter. This will also confirm that you [Client A] and [Client B] have each agreed to waive any conflict of interest arising out of, and that you will not object to, our representation of each other in the matter described herein.

 It is further understood and agreed that we may freely convey necessary information provided to us by one client to the other, and that there will be no secrets as between you [Client A] and [Client B] unless both of you expressly agree to the contrary.

 If you wish to discuss this matter prior to your execution of this letter, please contact us at your earliest convenience. However, if you agree that the foregoing accurately reflects our understanding, please sign and return the enclosed copy of this letter.

Sincerely,

[Lawyer Signature]

[Firm Name]

Review and accepted:

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[Client A] Date