

# **JOINT DEFENSE AND WAIVER OF CONFLICT ENGAGEMENT LETTER**

**Date:** [Date]

**To:**

[Name of Employer]

[Name of Employee]

**Re: Joint Representation in [Case Name/Matter Description]**

Dear [Employer Name] and [Employee Name]:

This letter confirms that [Law Firm Name] has been asked to represent both [Employer Name] and [Employee Name] (collectively, the "Clients") in connection with the above-referenced matter. The purpose of this letter is to set forth the terms of this joint representation and to obtain your informed consent regarding potential conflicts of interest.

## **1. Scope of Representation**

We will provide legal services to both parties in the defense of [Description of Claim/Lawsuit]. Our goal is to coordinate a common defense strategy.

## **2. Common Interest and Disclosure of Information**

In a joint representation, there is no expectation of confidentiality between the Clients. Any information shared by the Employee with the Law Firm regarding this matter may be shared with the Employer, and vice versa. However, all such information remains privileged against third parties.

## **3. Potential Conflicts of Interest**

At present, we have determined that the interests of the Employer and Employee are aligned. However, a conflict could arise if:

- The Employer alleges the Employee acted outside the scope of employment.
- The Employee asserts claims against the Employer.
- One party wishes to settle while the other does not.

## **4. Waiver of Conflict**

By signing this letter, both Clients waive any current or future conflict of interest arising from this joint representation, provided that the Law Firm determines it can continue to represent both parties competently and diligently.

## **5. Withdrawal of Counsel**

If an actual conflict arises that cannot be resolved, the Law Firm may be required to withdraw from representing one or both parties. In such an event, the Law Firm usually continues to represent the Employer, and the Employee will need to seek independent counsel.

**6. Payment of Fees**

[Employer Name] has agreed to pay all legal fees and costs associated with this representation. This payment does not alter the Law Firm's duty to exercise independent professional judgment on behalf of the Employee.

Please sign below to indicate your agreement and consent.

Sincerely,

[Attorney Name]  
[Law Firm Name]

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**CONSENT AND ACCEPTANCE**

I have read this letter, understand the risks of joint representation, and consent to the terms described above.

**For [Employer Name]:**

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**For [Employee Name]:**

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_