

RE: CONFLICT OF INTEREST WAIVER FOR ASSET DISTRIBUTION

Date: [Date]

To:

[Client Name 1]

[Client Name 2]

[Additional Client Names]

From:

[Attorney Name]

[Law Firm Name]

Dear Clients,

This letter follows our discussion regarding [Law Firm Name] representing all of you in connection with the distribution of assets from [Name of Estate, Trust, or Entity].

1. Nature of the Conflict

While you currently have a common goal in distributing these assets, your individual interests may differ regarding the specific allocation, valuation, or timing of the distribution. Because we are representing multiple parties in the same matter, a conflict of interest may arise if your interests become adverse to one another.

2. Limitations of Joint Representation

By representing you jointly, the following conditions apply:

- **Confidentiality:** There is no expectation of confidentiality between the clients. Information shared by one client regarding this matter may be shared with the other clients.
- **Attorney-Client Privilege:** If a dispute arises between you in the future and results in litigation, the attorney-client privilege typically does not protect communications made during the joint representation.
- **Advocacy:** We cannot take a position that favors one client to the detriment of another. We must remain neutral facilitators for the distribution.

3. Potential Risks

If a serious disagreement occurs that cannot be resolved, we will be forced to withdraw from representing all of you. In that event, each of you would need to hire separate legal counsel, which may increase costs and cause delays.

4. Waiver and Consent

By signing below, you acknowledge that you have been informed of the potential conflicts, have had the opportunity to consult with independent counsel regarding this waiver, and consent to [Law Firm Name] representing you jointly in this asset distribution.

Sincerely,

[Attorney Signature]

ACKNOWLEDGED AND AGREED:

[Client Name 1] | Date

[Client Name 2] | Date