

Joint Representation of Multiple Clients

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Meet Mark:

Mark Bassingthwaighte, Esq., serves as Risk Manager at [ALPS](#), a leading provider of insurance and risk management solutions for law firms. Since joining ALPS in 1998, Mark has worked with more than 1200 law firms nationwide, helping attorneys identify vulnerabilities, strengthen firm operations, and reduce professional liability risks.

He has presented over 700 continuing legal education (CLE) seminars across the United States and written extensively on the topics of risk management, legal ethics, and cyber security.

A trusted voice in the legal community, Mark is a member of the State Bar of Montana and the American Bar Association and holds a J.D. from Drake University Law School. His mission is to help attorneys build safer, more resilient practices in a rapidly evolving legal environment.



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Conflict waivers must be tailored to the specific facts and circumstances of each matter. A client's signature on a standardized generic form, standing alone, does not establish informed consent. To obtain informed consent, you must communicate adequate information about the material risks of the proposed representation and reasonably available alternatives.

This includes discussing and documenting:

- The specific circumstances creating the potential or actual conflict,
- The reasonably foreseeable ways in which the clients' interests could diverge,
- The potential adverse consequences of joint representation, and
- Available alternatives, including separate representation.

Clients should also be encouraged to seek independent legal advice before consenting and should be given a reasonable opportunity to do so.

SAMPLE JOINT REPRESENTATION CONFLICT WAIVER

[Client A] and [Client B] have asked [Lawyer/Law Firm] to represent them jointly in connection with:

[Full description of the scope of representation]

Based on the information currently available, we have not identified a conflict of interest that would prevent us from undertaking this joint representation. However, because you are separate clients, ethical rules require us to explain the implications of joint representation and obtain your informed consent.

1. Nature of Joint Representation

Although your interests are presently aligned, differences may arise during the course of our representation. By agreeing to joint representation, you acknowledge that:

- We will represent both of you equally and cannot advocate for one of you against the other in this matter,
- We cannot provide advice to one of you that is adverse to the interests of the other, and
- If a disagreement arises between you, our ability to continue representing both of you may be limited or eliminated.



2. Potential Conflicts

Potential conflicts that could arise include, but are not limited to:

[Describe, with specificity, reasonably foreseeable areas of divergence and risk]

These risks may affect our ability to recommend or pursue certain courses of action on behalf of one or both of you.

3. Confidentiality and Information Sharing

In a joint representation, information provided by either of you that is relevant to the representation will generally be shared with the other. Accordingly:

- We will not keep relevant information from one client that is material to the representation of the other.
- Communications between you and us remain privileged as to third parties, but not as between the two of you.

If either of you wish to maintain separate confidences or receive independent advice, you should retain separate counsel.

4. Withdrawal if Conflicts Arise

It is possible that circumstances may arise in which our continued joint representation would adversely affect one of you. Should such a situation occur, we would be required to withdraw from representing both of you, and each of you would need to retain separate, independent counsel. In light of this possibility, we recommend that you consider obtaining independent legal advice to determine whether consenting to joint representation is in your best interests. Whether you choose to do so is entirely your decision.

5. Consent

By signing below, each of you confirms that:

- You have read and understand this agreement,
- You have had the opportunity to ask questions and receive satisfactory answers,



- You understand the risks and alternatives to joint representation, and
- You voluntarily consent to [Lawyer/Law Firm] representing both of you jointly in this matter. You also understand that you may revoke this consent at any time, subject to applicable ethical rules and the potential consequences described above.

If you have any questions about this agreement or wish to discuss it further, please contact us.

If the foregoing accurately reflects your understanding and agreement, please sign below.

[Signatures]

[Name] [Date]

[Name] [Date]