CONFLICT WAIVER (CURRENT CLIENT—DIRECT ADVERSITY)

Re: **[Matter Name / File Number]**

Dear **[Client Contact Name]**:

We write regarding our current representation of you, **[Client Legal Name**] (the "Client"), in connection with **[current matter description]** (the "Current Matter"). We have been asked to represent **[Other Client Name]** in a matter that would be directly adverse to you (the "Adverse Matter"). Because this situation presents a conflict of interest under applicable rules of professional conduct, we may proceed only if the client provides informed written consent as described below.

1. Direct Adversity Conflict
The Adverse Matter involves **[describe the dispute/transaction/negotiation]**, in which you and **[Other Client Name]** are/would be on opposite sides (for example, as opposing parties in litigation/arbitration/administrative proceedings, or as opposing parties in negotiations). As a result, our representation of **[Other Client Name]** would require us to advocate positions that are adverse to your interests in the Adverse Matter.

2. Scope of the Requested Waiver
If you consent, the firm will be permitted to: (a) continue representing you in the Current Matter; and (b) represent **[Other Client Name]** in the Adverse Matter, notwithstanding the direct-adversity conflict described in this letter. This waiver is limited to the conflict and matters described here and does not constitute a general or advance waiver of other conflicts.

3. Foreseeable Consequences, Risks, and Limitations
You understand and agree that direct adversity can create significant limitations, including that:

(a) in the Adverse Matter, the firm would owe duties of loyalty and confidentiality to **[Other Client Name]** and may be required to take positions, make arguments, pursue discovery, seek relief, or negotiate terms that are adverse to you;

(b) the firm may be required to refrain from using or disclosing your confidential information for any purpose other than representing you, and likewise may be unable to share with the client information learned from **[Other Client Name]** that is confidential to that client;

(c) in some circumstances, the conflict may become non-consentable or otherwise prohibited by a court, tribunal, contract, insurer, or applicable ethics rules, and the firm may be required to withdraw from representing you, **[Other Client Name]** or both of you (even if withdrawal would impose delay, cost, or inconvenience); and

(d) you have the right to refuse consent and instead engage other counsel, and you are encouraged to consult independent counsel regarding this request.

4. Confidentiality and Information Barriers
We will continue to protect your confidential information in accordance with our professional

obligations. The firm will not use or disclose your confidential information in representing **[Other Client Name]**. You understand, however, that our separate confidentiality obligations to **[Other Client Name]** may limit what we can share with you about the Adverse Matter.

5. Alternatives and Opportunity to Consult Independent Counsel
You may (i) decline consent; (ii) consent subject to mutually agreed limitations (for example, limiting the firm's role in the Adverse Matter or limiting the waiver to particular phases); and/or (iii) consult independent counsel. We encourage you to consult independent counsel and to take whatever time it reasonably needs to consider this request and ask questions.

6. Client Consent
By signing below, you confirm that you have read and understand this disclosure; have had the opportunity to ask questions and obtain any additional information reasonably necessary to make an informed decision; have been advised of the right to consult independent counsel (and either has done so or voluntarily chosen not to do so); and knowingly and voluntarily consent to the firm's representations described above, notwithstanding the direct-adversity conflict.

Sincerely,
[Law Firm Name]
By: _____
Name: **[Attorney Name]**
Title: **[Title]**
CONSENTED AND AGREED:

[Client Legal Name]
By: _____
Name: **[Name]**
Title: **[Title]**
Date: _____

[If Client is an individual:]
Signature: _____
Printed Name: _____
Date: _____