

Old Republic Lawyers Professional

The Law Firm Letters Toolset: A Compendium of Professional Letters and Templates

Part One

INTRODUCTION

Clear, written documentation of the lawyer-client relationship is among the most effective risk-management measures available to a law firm. Engagement letters define the firm’s responsibilities and the client’s duties, and they help clients understand how the representation will proceed. When clients understand the terms of the relationship, the risk of unmet expectations—and the disputes, professional-liability claims, or disciplinary complaints that can follow—is reduced. Documentation can also help resolve disagreements about the scope of representation, fees, or other material terms. When a claim arises, the absence of contemporaneous documentation rarely favors the firm. Judges and juries expect law firms to memorialize the material aspects of the attorney-client relationship.

Accordingly, law firms should use clear, precise language in engagement letters and related documents to promote a relationship that proceeds as intended. Ambiguities in firm-drafted language may later be construed and applied in ways the firm did not anticipate or would prefer to avoid.

We created “The Law Firm Letters Toolset” to help law firms memorialize each phase of the attorney-client relationship. Part I includes sample engagement letters, optional engagement-letter clauses, and related correspondence that can assist firms in managing risk through consistent, well-crafted documentation. Part II of “The Law Firm Letters Toolset,” planned for publication later in 2026, will include sample engagement letters by practice area, along with additional sample letters that law firms may find useful.

“The Law Firm Letters Toolset” is intended for a national audience of lawyers and law firms. Do not use the sample language in this guide without first reviewing the rules and law of the relevant jurisdiction to confirm that the language you adopt complies with applicable requirements.

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STANDARD ENGAGEMENT LETTER

Identity of Client [When Representing a Person]

This firm represents **[Client Legal Name]** only in connection with the matters described in this engagement agreement. No other person or entity is our client for purposes of this engagement unless we expressly agree otherwise in writing.

Identity of Client [When Representing an Entity]

This firm represents **[Client Legal Name]** only in connection with the matters described in this engagement agreement. No other person or entity—including any parent, subsidiary, affiliate, shareholder, officer, director, employee, member, partner, insurer, lender, or other related party—is our client for purposes of this engagement unless we expressly agree otherwise in writing. In representing **[Client Legal Name]**, the firm’s client is the entity itself, acting through its duly authorized representatives. We do not represent, and no attorney client relationship is created with, any individual owners, directors, officers, employees, or constituents of the entity unless expressly agreed in writing.

Scope of Representation

The firm’s representation of client is **limited solely** to the matters specifically described in this engagement letter (the “Matter”). Any services not expressly described are **excluded** from the scope of this representation. Unless otherwise agreed in writing, the firm will not provide advice or services relating to other legal matters, transactions, disputes, or regulatory, tax, accounting, employment, benefits, intellectual property, environmental, or other issues, even if such matters may be related to the Matter.

The firm has no obligation to monitor, advise on, or provide updates regarding legal developments, deadlines, or risks outside the scope of the Matter. The firm’s representation will conclude upon completion of the Matter, unless the firm and client expressly agree in writing to extend or modify the scope of representation.

Any expansion, modification, or addition to the scope of representation must be agreed to **in writing** by both the firm and the client and may be subject to additional fees and terms.

Legal Fees and Expenses (for Hourly Fee Agreements)

The firm’s legal services will be billed on an hourly basis at the firm’s standard hourly rates in effect at the time the services are performed. The hourly rates for attorneys, paralegals, and other timekeepers assigned to the Matter are as follows:

Attorney Name and rate:	\$_____ per hour
Attorney Name and rate:	\$_____ per hour
Paralegal Name and rate:	\$_____ per hour
Other Name and rate:	\$_____ per hour

The firm’s hourly rates are subject to periodic adjustment, typically on an annual basis, consistent with the firm’s standard practice. Any such adjustments will apply prospectively and will not affect fees previously incurred.

Time is billed in increments of **[one-tenth (0.1) of an hour / other]**, and includes, without limitation, time spent on communications, document review and preparation, legal research, strategy, case management, travel, and administrative tasks related to the Matter.

Expenses and Disbursements

Client is responsible for all reasonable and necessary out-of-pocket expenses incurred in connection with the Matter. Such expenses may include, without limitation, filing fees, court costs, service of process, deposition and transcript costs, expert and consultant fees, witness fees, travel expenses, courier and delivery services, electronic research charges, document production and copying costs, and similar disbursements. Expenses may be billed as incurred or included on periodic invoices.

Invoicing and Payment Terms

The firm will issue invoices **[monthly]**, unless otherwise agreed in writing. Invoices are due and payable upon receipt and, in any event, no later than **[30]** days from the invoice date. Client agrees to promptly review each invoice and notify the firm in writing of any disputed items within **[15]** days of receipt; otherwise, the invoice will be deemed accepted.

Late Payments

Any amounts not paid when due may accrue interest at the rate of **[__% per month / the maximum rate permitted by law]**, from the due date until paid. The firm reserves the right to suspend work or withdraw from the representation in accordance with applicable ethical rules if invoices remain unpaid.

Legal Fees and Expenses (for Contingent Fee Agreements)

The firm's fee for legal services in connection with this Matter will be contingent upon the recovery obtained on client's behalf, whether by settlement, judgment, or otherwise ("Recovery"). If there is no Recovery, client will not owe the firm any attorney's fees, except as otherwise provided in this agreement.

The firm's contingent fee shall be **[__%]** of the gross Recovery if the Matter is resolved **[before the filing of a lawsuit / after the filing of a lawsuit / after trial begins / after verdict or appeal]**, as applicable. The contingent fee will be calculated **[before / after]** the deduction of expenses, as described below. The contingent fee percentages and calculation methodology are agreed to by client and comply with applicable law and ethical rules.

Expenses and Disbursements

Client is responsible for all reasonable and necessary out-of-pocket expenses incurred in connection with the Matter, regardless of the outcome. Such expenses may include, without limitation, filing fees, court costs, service of process, deposition and transcript costs, expert and consultant fees, witness fees, travel expenses, mediation or arbitration fees, electronic research charges, document production and copying costs, and other similar disbursements.

Expenses will be **[advanced by the firm and reimbursed from any Recovery / billed to client as incurred]**. If expenses are advanced by the firm, they will be deducted from the Recovery **[before / after]** calculation of the firm's contingent fee, as specified above. If there is no Recovery, Client agrees to reimburse the firm for expenses advanced, unless prohibited by applicable law or otherwise agreed in writing.

Allocation of Recovery

Any Recovery shall be applied in the following order:

1. Reimbursement of expenses advanced by the firm (if applicable);
2. Payment of the firm's contingent fee; and
3. Payment of the remaining balance to client.

Client Acknowledgment

Client acknowledges that the contingent fee arrangement has been explained, that client understands how fees and expenses will be calculated and paid, and that client has had the opportunity to ask questions regarding this agreement.

Appeals or Related Proceedings

The contingent fee described above does **[does not / does]** include representation in any appeal, collection efforts, or related proceedings, which will require a separate written agreement.

Client's Right to Terminate

If client terminates the firm before resolution of the Matter, the firm may be entitled to compensation as permitted by applicable law, including recovery in quantum meruit and reimbursement of expenses.

Legal Fees and Expenses (for Flat Fee Agreements)

The firm will provide the legal services described in this engagement letter for a flat fee of \$[_____] (the "Flat Fee"). The Flat Fee is **[earned upon receipt / earned as work is performed / a minimum fee]**, in accordance with applicable ethical rules. The Flat fee reflects not simply the number of hours which individual lawyers may devote to the representation, but also the experience, reputation, skill and efficiency of the attorneys, as well as the potential inability of the firm to accept other employment during the pendency of the representation. Unless otherwise stated, the Flat Fee covers only the legal services specifically identified in the scope of representation section of this engagement letter.

The Flat Fee does not vary based on the amount of time the firm spends performing the services and is not contingent upon the outcome of the Matter. If client requests additional services or if the scope of representation changes, such additional work will require a separate agreement or will be billed in accordance with the firm's then-current hourly rates.

Earned Upon Receipt Language (if ethically permitted)

Client acknowledges that the Flat Fee is a **true flat fee** and is earned upon receipt. The Flat Fee will not be held in a client trust account and is not subject to refund, except as required by applicable law or in the event the firm does not complete the agreed-upon services.

Milestone-Based Flat Fee

The Flat Fee will be earned in stages as follows:

- \$[_____] upon commencement of the engagement;
- \$[_____] upon completion of **[milestone]**;
- \$[_____] upon conclusion of the Matter.

Hybrid Flat-Fee / Hourly Overages

The Flat Fee covers up to **[X]** hours of legal work. Any additional time required to complete the Matter will be billed at the firm's standard hourly rates.

Client File Retention and Destruction

At the conclusion of the firm's representation in this Matter, the firm will retain client's file in accordance with the firm's standard document retention policies and applicable ethical and legal requirements. The firm's file may include paper documents, electronic records, correspondence, pleadings, discovery materials, work product, and other materials related to the representation.

Original documents provided by client will be returned to client upon request at or before the conclusion of the representation, unless otherwise agreed in writing. Client is responsible for retaining copies of any documents the client wishes to preserve.

File Storage and Format

Client acknowledges and agrees that the firm may maintain client files in electronic format and may convert paper records to electronic form. Electronic copies maintained by the firm will be treated as part of the client's file.

File Destruction

Unless client provides written instructions to the contrary, the firm may destroy client's file **[X] years** after the conclusion of the firm's representation, without further notice to client. Destruction may include shredding of paper records and permanent deletion of electronic files and backups.

The firm will not be responsible for retaining client files beyond the stated retention period, except as required by applicable law, court order, or ethical obligation.

Client Responsibility.

Client is encouraged to obtain copies of all documents, records, and materials that client wishes to preserve before the firm's file is destroyed. After destruction of the file, the firm will have no obligation to provide copies or reconstruction of any materials.

OPTIONAL ENGAGEMENT LETTER CLAUSES

Advance Conflict Waiver (Non-Litigation Matters Only)

Client acknowledges that the firm represents, and in the future may represent, other clients in a wide variety of matters. Client agrees that the firm may represent other clients in **non-litigation matters**, including transactional, corporate, regulatory, advisory, compliance, and other non-contentious engagements, even if the interests of such other clients are adverse to client's interests, provided that:

1. **No Use of Confidential Information.**

The firm will not use or disclose client's confidential information in connection with any such other representation and will continue to protect client's confidential information in accordance with applicable ethical rules.

2. **No Direct Adversity in Litigation or Proceedings.**

This advance waiver does **not** apply to the firm's representation of another client in litigation, arbitration, administrative proceedings, or other contentious matters **directly adverse** to client, unless the firm obtains client's informed consent at the time of such representation.

3. **Unrelated Matters Only.**

The matters for which client grants this advance waiver are those that are **not substantially related** to the Matter and do not involve the firm's assertion of claims, defenses, or legal positions against client in an adversarial proceeding.

4. **Independent Judgment Preserved.**

The firm's ability to represent client competently and diligently in the Matter will not be materially limited by any such other representation.

Client acknowledges that client has had an opportunity to consider this waiver, to ask questions concerning its scope and effect, and to consult with independent counsel regarding this provision. Client knowingly and voluntarily consents to this advance conflict waiver as a material term of this engagement.

Advance Fee Deposit / Retainer

Client agrees to pay an advance fee deposit of \$[___], which will be applied to fees and expenses as they are incurred. Client agrees to replenish the deposit upon request.

Arbitration Clause (Fee Dispute Only)

[Old Republic does not recommend and does not agree to be bound by arbitration clauses for professional liability claims. The language below applies to arbitration for fee disputes only. Some jurisdictions require separate headings, bold text, or client initials. Lawyers should review their jurisdiction's specific rules and laws with respect to arbitration clauses and draft language in compliance with those laws and rules before submitting an arbitration clause to a client. Additionally, Old Republic neither endorses nor discourages the use of arbitration clauses for fee disputes.]

Fee Dispute-Only Arbitration

Any dispute relating solely to the firm's fees or invoices shall be resolved by through final and binding arbitration in accordance with **[AAA / local bar fee arbitration rules]** and not in a court of law, unless Client elects participation in a mandatory or voluntary bar association fee dispute program, if available.

Client acknowledges that arbitration differs from litigation in that: (a) there is no judge or jury; (b) discovery and motion practice may be more limited; and (c) the right to appeal an arbitration award is substantially restricted. Client knowingly, voluntarily, and expressly waives the right to a jury trial and to pursue fee dispute claims in court.

Nothing in this provision limits client's right to file a complaint with any state bar or disciplinary authority or restricts the authority of such bodies.

Unless the arbitrator determines otherwise, each party shall bear its own attorneys' fees and costs, and the arbitration fees shall be shared equally.

Client acknowledges that client has been advised of the right to consult independent counsel regarding this arbitration provision, understands its effects, and agrees to it knowingly and voluntarily.

Artificial Intelligence

Client acknowledges that the firm may utilize artificial intelligence, machine learning, or similar technology tools ("AI Tools") to support the delivery of legal services, including without limitation legal research, document review, drafting, summarization, issue identification, and workflow efficiency. The firm will use AI Tools in a manner consistent with its professional obligations, including duties of competence, confidentiality, and supervision. The firm remains fully responsible for all work performed on client's behalf and for all legal advice and work product delivered to client, regardless of whether AI Tools are used.

The firm will not knowingly input client confidential information into public or non-secure AI Tools in a manner that would compromise confidentiality and will take reasonable steps to evaluate the data-security and confidentiality safeguards of any AI Tools used in connection with client's Matter.

Client Use of Artificial Intelligence

Client acknowledges that artificial intelligence, large language models, and similar technologies—including without limitation publicly available or third-party AI platforms, chatbots, document-generation tools, or search tools ("AI Platforms")—are **not law firms** and generally do **not provide attorney-client privilege, work-product protection, or confidentiality protections**.

Client understands and agrees that **communications, prompts, inputs, uploads, or materials shared with an AI Platform may be stored, analyzed, disclosed, reused, mined, or accessed by the AI provider or third parties**, and that such use may **waive or destroy attorney-client privilege, work-product protection, or confidentiality**, whether or not client intended such a result.

Accordingly, **client agrees not to input, upload, summarize, paraphrase, or otherwise disclose any confidential, privileged, proprietary, or sensitive information relating to the Matter or the firm's representation into any AI Platform without first consulting with and obtaining written approval from the firm.**

The firm shall have **no responsibility or liability** for any loss of confidentiality, privilege, strategic disadvantage, regulatory exposure, or other harm arising from client's use of AI Platforms in violation of or inconsistent with this provision.

Binding Agreement

This engagement letter, together with any attached exhibits or addenda, constitutes the entire agreement between client and the firm with respect to the subject matter hereof and supersedes all prior or contemporaneous discussions, understandings, or agreements, whether written or oral. By signing below, client acknowledges that client has read, understands, and agrees to be bound by the terms of this engagement letter, effective as of the date first written above.

Client Cooperation

Client agrees to fully cooperate with the firm in connection with the Matter and to provide the firm with timely, accurate, and complete information as needed to represent client effectively. Client agrees to respond promptly to the firm's communications, requests for documents, information, or instructions, and to make themselves reasonably available for meetings, conferences, depositions, hearings, or other proceedings.

Client agrees that all information provided to the firm will be truthful to the best of client's knowledge and that client will not request or expect the firm to pursue any action that is frivolous, unlawful, or in violation of applicable professional rules.

Client further agrees to promptly notify the firm of any changes in facts, circumstances, contact information, or other matters that may affect the representation. Client acknowledges that the firm's ability to represent client effectively depends upon client's cooperation and the accuracy and completeness of the information client provides.

Client remains solely responsible for compliance with all applicable laws, regulations, deadlines, contractual obligations, and court orders applicable to client, unless expressly assumed by the Firm in writing. Client acknowledges that the firm's advice and services are based on the information provided by client, and that incomplete or inaccurate information may adversely affect the firm's ability to represent client effectively.

If client fails to cooperate, fails to provide necessary information, or engages in conduct that makes continued representation unreasonably difficult, the firm may seek to withdraw from representation in accordance with applicable ethical rules and court requirements.

Client Diminished Capacity or Death

Client acknowledges that legal representation may be affected if client becomes incapacitated, lacks sufficient decision-making capacity, or dies during the firm's representation.

1. Diminished Capacity.

If the firm reasonably believes that client's capacity to make adequately considered decisions regarding the representation has become diminished due to mental impairment, physical condition, or other cause, the firm may, consistent with its ethical obligations, take reasonably necessary protective actions. Such actions may include, but are not limited to, consulting with individuals or entities reasonably believed to be able to protect client's interests, seeking the appointment of a guardian, conservator, or other fiduciary, or limiting the scope of decisions undertaken on client's behalf until capacity is clarified. The firm may continue to act on client's behalf to the extent permitted by law and ethical rules and may rely on instructions from a duly appointed legal representative.

2. Authorized Decision-Makers.

Client agrees that, in the event of diminished capacity, the firm may accept instructions from client's legally authorized representative, such as an agent under a valid power of attorney, a guardian, conservator, trustee, executor, or personal representative, upon presentation of reasonably satisfactory documentation of such authority.

3. Client Death.

In the event of client's death, the firm's representation shall be suspended and shall not continue unless and until a duly authorized personal representative of client's estate is appointed and affirmatively engages the firm in writing. The firm shall have no obligation to take further action in the Matter after client's death, except as required by law or ethical rules to protect client's interests during a reasonable transition period.

4. Fees and Expenses After Incapacity or Death.

Client or client's estate remains responsible for all legal fees earned and expenses incurred by the firm through the effective date of suspension or termination of the representation. The Firm may submit its invoice to client, client's authorized representative, or client's estate for payment.

5. Right to Withdraw.

The firm reserves the right to withdraw from the representation if client's diminished capacity, death, or the absence of a legally authorized decision-maker makes continued representation impracticable, unethical, or unlawful, subject to applicable law, court rules, and professional obligations.

Client's Insurance Policies

Client is solely responsible for identifying, maintaining, and providing the firm with complete and accurate information regarding any insurance policies, self-insurance programs, indemnity agreements, or other sources of coverage that may respond to or relate to the Matter. Client agrees to promptly provide the firm with copies of all relevant insurance policies, declarations pages, endorsements, reservation of rights letters, denial letters, and related correspondence.

Unless expressly agreed otherwise in writing, the firm does not represent client in connection with insurance coverage analysis, notice, tender, claims handling, or disputes with insurers, and the firm has no obligation to advise client regarding available coverage, policy limits, notice requirements, or coverage defenses.

Client Use of Third Parties to Communicate

Client may, from time to time, involve third parties (including family members, employees, assistants, consultants, translators, interpreters, insurance representatives, or other agents) in communications with the firm for purposes of convenience, assistance, or support ("Third-Party Communications"). Client acknowledges and agrees to the following:

1. No Attorney-Client Relationship with Third Parties.

The firm represents client only. The firm does not represent, and no attorney-client relationship is created with, any third party participating in or facilitating communications with the firm.

2. Authorization and Reliance.

Client authorizes the firm to communicate with client through third parties designated by client and to rely on information, instructions, and decisions conveyed through such third parties, unless and until client notifies the firm in writing to the contrary. Client remains solely responsible for the accuracy and completeness of all information and instructions provided, whether communicated directly by client or through a third party.

3. Decision-Making Authority.

Unless otherwise agreed in writing or required by law, the firm will not accept substantive legal decisions, settlement authority, or binding instructions from any third party unless the firm has received reasonably satisfactory documentation establishing that the third party has legal authority to act on client's behalf (such as a power of attorney, corporate authorization, or court appointment).

4. Confidentiality and Privilege Risks.

Client understands and acknowledges that the presence or involvement of third parties in communications with the firm may waive or impair attorney-client privilege, work product protections, or confidentiality. The firm does not guarantee that communications involving third parties will remain privileged or protected and shall have no responsibility or liability for any loss of privilege or confidentiality resulting from client's decision to include third parties.

5. Electronic and Indirect Communications.

Communications transmitted through third parties or via accounts, devices, or platforms controlled by third parties may be subject to monitoring, access, or disclosure beyond the firm's control. Client assumes all risks associated with such communications.

6. Right to Limit or Decline Communications.

The firm reserves the right, in its reasonable professional judgment, to limit, condition, or decline communications involving third parties if the firm believes such communications create undue risk to confidentiality, privilege, ethical compliance, efficiency, or the effectiveness of the representation.

Communication Expectations

The firm will communicate with client regarding significant developments in the Matter and will respond to Client inquiries within a reasonable time, consistent with the firm's professional obligations and workload. Client acknowledges that legal matters often involve periods of inactivity and that the absence of communication does not necessarily indicate lack of progress.

Unless otherwise agreed, the firm may communicate with client by email, telephone, videoconference, or other electronic means. Client consents to such communications and is responsible for maintaining current and accurate contact information with the firm. The firm cannot guarantee immediate responses outside normal business hours or during court appearances, travel, or other professional commitments.

Corporate Transparency Act

Client acknowledges and agrees that the firm's representation is limited solely to the matters expressly described in this engagement letter. The firm does not represent client with respect to compliance with the Corporate Transparency Act, 31 U.S.C. § 5336, or any related regulations, rules, guidance, or reporting requirements issued by the Financial Crimes Enforcement Network (FinCEN) (collectively, the "CTA").

Without limiting the foregoing, the firm has no responsibility to advise client regarding CTA applicability, beneficial ownership or control determinations, initial or updated beneficial ownership information reports, filing deadlines, exemptions, changes in ownership or control, or penalties for non-compliance. client remains solely responsible for determining whether the CTA applies and for ensuring timely and accurate compliance.

Any advice or assistance relating to the CTA will be provided only if expressly agreed to in writing by the firm and client in a separate engagement or written amendment to this engagement letter.

Decision-Making Responsibilities

Client is responsible for making all substantive decisions related to the objectives of the representation, while the firm is responsible for determining the technical and legal means by which those objectives are pursued.

Designated Contact

Client agrees to designate a primary contact person authorized to provide instructions and decisions on client's behalf, and the firm may rely on such person's directions unless notified otherwise in writing.

For Entity Clients

Client represents and warrants that each person who communicates with the firm, provides instructions, authorizes actions, or makes decisions on client's behalf has the requisite authority to do so and that all actions taken or approved by such persons comply with client's internal governance requirements, policies, agreements, and applicable law.

The firm may rely conclusively on instructions, decisions, approvals, and directions provided by Client's designated representatives without any duty to inquire into, verify, or monitor client's internal authorization, approval processes, or compliance with corporate, partnership, trust, insurance, or other organizational requirements. The firm shall have no responsibility for determining whether any action, transaction, settlement, filing, or decision has been properly authorized within client's organization.

Client agrees that any failure to obtain required internal approvals, consents, or authorizations shall be client's sole responsibility and shall not constitute a basis for any claim, defense, or liability against the firm.

Electronic Communications and File Storage

Client acknowledges and agrees that the firm may communicate with client and others by electronic means, including email, text message, videoconference, client portals, cloud-based platforms, and other electronic communication systems. Client understands that electronic communications may not be completely secure and that there is a risk of unauthorized access, interception, or disclosure despite the firm's reasonable security measures.

The firm may store client information and files in electronic format, including on secure servers or cloud-based systems maintained by the firm or third-party service providers. The firm will take reasonable steps to protect the confidentiality and security of client information in accordance with applicable ethical and legal obligations but does not guarantee that electronic data transmissions or storage will be free from all risk.

Estimates

Any estimates of fees or expenses provided by the firm are non-binding and are provided for informational purposes only.

Evergreen Retainer

As a condition of this engagement, client agrees to maintain an advance fee deposit (the "Evergreen Retainer") in the amount of \$[_____]. The Evergreen Retainer will be applied to fees and expenses as they are incurred and billed.

When the balance of the Evergreen Retainer falls below \$[_____], the firm may request that client replenish the retainer to the original amount. Client agrees to promptly replenish the Evergreen Retainer upon request. The firm reserves the right to suspend work or withdraw from the representation, in accordance with applicable ethical rules, if the Evergreen Retainer is not timely replenished.

The Evergreen Retainer will be held in the firm's client trust account and will be applied only to fees earned and expenses incurred. Any portion of the Evergreen Retainer remaining at the conclusion of the firm's representation, after payment of all outstanding fees and expenses, will be refunded to client in accordance with applicable law and ethical requirements.

Client understands and agrees that the Evergreen Retainer will not accrue interest for client. The firm reserves the right to request an increase to the Evergreen Retainer based on changes in the scope, complexity, or anticipated duration of the Matter.

Expert Witnesses and Consultants

In connection with the Matter, the firm may recommend the retention of expert witnesses, consultants,

investigators, vendors, or other third-party professionals (“Experts”) when the firm reasonably believes such services are necessary or appropriate to advance client’s interests. The decision whether to retain any Expert is subject to client’s prior approval, which may be express or implied based on client’s conduct or instructions.

Unless otherwise agreed in writing:

1. **Engagement and Relationship.** Experts are engaged either directly by client or, at the firm’s request, on client’s behalf. Experts are independent third parties and are not employees or agents of the firm. The firm does not supervise Experts’ work and does not guarantee the quality, outcome, or admissibility of any Expert’s opinions, analyses, or testimony.
2. **Fees and Expenses.** Client is solely responsible for all fees, costs, and expenses charged by Experts, including retainers, hourly fees, flat fees, cancellation fees, travel costs, and other related expenses. Experts may require advance retainers or deposits, which client agrees to fund promptly.
 - **[Option A – Direct Billing:]** Experts will bill client directly, and client is responsible for timely payment in accordance with the Expert’s billing terms.
 - **[Option B – Firm Advance:]** If the firm advances Expert fees or expenses, such amounts will be billed to client and are due upon invoice.
3. **Nonpayment.** The firm has no obligation to advance, continue advancing, or dispute Expert fees on client’s behalf. Failure to timely pay Expert fees or replenish required retainers may result in Experts ceasing work, withdrawing, or declining to testify, and may materially impair the firm’s ability to represent client. Any resulting consequences are client’s responsibility.
4. **Disclosure and Privilege.** Communications with Experts may affect attorney-client privilege, work-product protections, confidentiality, and disclosure obligations. The firm will use reasonable professional judgment to manage such risks but cannot guarantee that Expert communications, materials, or opinions will remain confidential or protected from disclosure.
5. **Termination of Experts.** Upon termination of an Expert, client remains responsible for all outstanding fees, expenses, and contractual obligations incurred through the effective date of termination, including any reasonable wind-down charges.

Force Majeure/Events Outside Firm Control

The firm shall not be responsible or liable for any delay, failure, or inability to perform services under this engagement to the extent caused by events or circumstances beyond the firm’s reasonable control (“Force Majeure Events”). Such events may include, without limitation, acts of God, natural disasters, fire, flood, severe weather, pandemics, epidemics, public health emergencies, war, terrorism, civil unrest, labor disputes, governmental orders or shutdowns, court closures, power outages, telecommunications failures, cyber incidents, system outages, transportation disruptions, or the unavailability, illness, injury, or death of firm personnel.

During the continuation of a Force Majeure Event, the firm’s obligations under this engagement shall be suspended to the extent reasonably necessary, and the firm shall use commercially reasonable efforts to resume performance as soon as practicable under the circumstances. Client acknowledges that such events may impact scheduling, deadlines, staffing, court access, or the firm’s ability to perform services in the ordinary course.

Nothing in this provision alters client's responsibility for payment of fees earned and expenses incurred before or during a Force Majeure Event, nor does it create any guarantee regarding outcomes, timing, or procedural results. The firm will communicate with client regarding material impacts caused by such events when reasonably practicable.

Governing Law

This engagement letter and the firm's representation of client shall be governed by and construed in accordance with the laws of the State of **[Governing State]**, without regard to its conflict-of-laws principles.

Law Firm Authority to Act

Client authorizes the firm to take such actions as the firm reasonably deems necessary or appropriate to advance Client's interests in the Matter, including procedural filings, scheduling matters, strategic decisions, and communications with opposing counsel, courts, agencies, and third parties, consistent with Client's stated objectives and applicable ethical rules.

The firm will not settle any claim, waive any substantive right, or make any material agreement on Client's behalf without Client's prior consent, unless Client expressly authorizes the firm to do so in writing. Client acknowledges that certain tactical or procedural decisions may need to be made by the firm without prior consultation due to time constraints or strategic considerations.

Law Firm Representation

Client understands and agrees that the client of the firm is the firm itself, and not any individual attorney, partner, associate, or other professional within the firm. The attorney-client relationship exists solely between client and the firm, and not between client and any individual lawyer who may perform services on the firm's behalf.

The firm may assign, reassign, or replace attorneys and other personnel working on the Matter, in its discretion, as it deems appropriate to represent client effectively.

Law Firm Right to Counsel

Client acknowledges that the firm may from time to time seek legal advice or representation from other counsel with respect to matters arising out of or relating to this engagement, including but not limited to fee disputes, ethical issues, conflicts of interest, professional responsibility questions, or claims by or against client. Client agrees that the firm's consultation with or representation by such counsel shall not constitute a conflict of interest or breach of any duty owed to client and that the firm is permitted to disclose confidential information to such counsel to the extent reasonably necessary for that purpose.

Law Firm Withdrawal

Subject to applicable law and ethical rules, the firm may withdraw from the representation upon reasonable notice to client, or immediately if required or permitted by applicable ethical rules, court rules, or law. Grounds for withdrawal may include, without limitation, client's failure to cooperate, failure to provide accurate or complete information, failure to pay fees or reimburse expenses when due, a conflict of interest, or client's request that the firm pursue conduct that is illegal or unethical.

Upon termination of the representation for any reason, client will remain responsible for payment of all fees earned and expenses incurred through the effective date of termination. The firm will take reasonable steps to protect client's interests upon termination, including providing reasonable notice

and, if required, cooperating in the transfer of the Matter to successor counsel. The firm's representation will be deemed concluded upon either party's termination of this engagement or upon completion of the Matter, whichever occurs first.

Limited-Scope Representation (if applicable)

Client acknowledges and agrees that this is a limited-scope representation and that the firm is not responsible for advising or acting on matters outside the expressly defined Matter.

[Additional language, when appropriate]

Limited-Scope Representation--No Tax, Accounting, or Business Advice

Client acknowledges and agrees that, unless expressly stated otherwise in writing, the firm's representation is limited to the provision of legal services related to the Matter and does **not** include tax, accounting, auditing, valuation, financial, investment, business, or other non-legal advice. The firm does not provide tax opinions, tax return preparation, accounting services, financial advice, or business consulting services.

Any discussions or communications by the firm that touch on tax, accounting, financial, or business considerations are provided solely for general informational purposes in connection with the legal representation and should not be relied upon as tax, accounting, or business advice. Client is solely responsible for obtaining independent advice from qualified tax advisors, accountants, financial advisors, or other appropriate professionals regarding such matters.

The firm shall have no responsibility or liability for the accuracy, completeness, or consequences of any tax, accounting, financial, or business advice provided by third-party advisors, or for client's failure to seek or follow such advice.

No Guarantee of Outcome or Timing

Client acknowledges and agrees that the firm has made no promises, representations, or guarantees regarding the outcome, result, or success of the Matter, or as to the timing, scheduling, or duration of any services, proceedings, transactions, or resolutions. All legal matters involve inherent uncertainty, and outcomes depend on numerous factors beyond the firm's control, including facts, evidence, witness credibility, positions taken by third parties, courts, agencies, opposing counsel, and changes in law or procedure.

Any statements by the firm concerning possible outcomes, strategies, estimated timelines, or anticipated costs are expressions of professional judgment or opinion only, are not guarantees, and should not be relied upon as assurances of any particular result or timeframe.

Client further acknowledges that delays may occur due to factors outside the firm's control, including court schedules, administrative backlogs, discovery disputes, regulatory review processes, or actions or inactions of third parties, and that such delays do not constitute a breach of this engagement.

No Ongoing Duty to Advise

Following the conclusion of the Matter, the firm will have no continuing obligation to advise client of future legal developments, deadlines, or changes in law that may affect client.

Social Media and Public Communications

Client acknowledges that statements made on social media platforms, blogs, websites, or other public or electronic forums—including posts, comments, photographs, videos, direct messages, and reactions—may be discoverable, admissible, or otherwise impact the Matter. The firm strongly advises client to exercise caution in making any public statements relating to the Matter and to refrain from posting, commenting on, or discussing the Matter on social media or other public forums without first consulting the firm.

Client agrees not to delete, modify, hide, or destroy any existing social media content or electronic communications that may be relevant to the Matter, except upon the firm's advice or as permitted by applicable law. Client understands that the firm cannot control third-party use, sharing, or interpretation of client's online statements.

No Duty to Preserve Absent Agreement

Unless expressly agreed to in writing, the firm does not assume responsibility for identifying, implementing, or supervising litigation holds, evidence-preservation efforts, or compliance with document-retention or preservation obligations. Client remains solely responsible for preserving documents, data, social media content, electronically stored information, and other potentially relevant materials, including information maintained by third parties, platforms, or service providers. The firm's advice regarding social media, communications, or preservation issues does not constitute an agreement to monitor or ensure client's compliance with any preservation obligations.

The firm does not monitor client's social media activity and assumes no responsibility for the consequences of client's online communications. The firm's advice regarding social media is limited to legal risks associated with the Matter and does not include reputation management, public relations, or media strategy unless expressly agreed in writing.

Successor Counsel Cooperation and Transition

If this engagement is terminated for any reason or client retains replacement or successor counsel, the firm will take reasonable steps, consistent with applicable law and ethical obligations, to facilitate an orderly transition of the Matter. Such cooperation shall be limited as follows:

1. **Scope of Cooperation.**

The firm's cooperation with successor counsel is limited to providing client's file and responding to reasonable, discrete requests necessary to effectuate the transfer of representation. The firm has no obligation to educate, assist, strategize with, or advise successor counsel regarding the Matter.

2. **Fees and Payment Condition.**

The firm is not required to provide records, cooperation, or assistance until all outstanding fees and expenses incurred through the effective date of termination are paid in full, except as otherwise required by applicable law or ethical rules.

3. **No Substantive Obligations.**

The firm has no duty to analyze the status of the Matter, identify issues, deadlines, or risks, prepare summaries or memoranda, reconstruct files, or perform any additional legal services for client or successor counsel unless expressly agreed to in writing and subject to additional fees.

4. Time and Manner.

Any cooperation will be provided within a reasonable time and in a reasonable manner, taking into account the firm's then-existing professional obligations, workload, and file-retention practices.

5. No Continuing Responsibility.

Upon termination of the engagement and transfer of the file, the firm shall have no further responsibility for the Matter, including monitoring deadlines, proceedings, compliance obligations, or communications, which shall thereafter be the sole responsibility of client and successor counsel.

Termination of Representation.

Client may terminate the firm's representation at any time, with or without cause, by providing written notice to the firm. Termination will be effective upon the firm's receipt of such notice, subject to any requirements imposed by applicable law, court rules, or ethical obligations.

Upon termination, client will remain responsible for payment of all legal fees earned and expenses incurred by the firm through the effective date of termination, in accordance with the terms of this engagement letter. The firm will take reasonable steps, consistent with its ethical obligations, to protect client's interests upon termination, including providing reasonable notice and cooperating, as appropriate, in the orderly transfer of the Matter to successor counsel.

Third-Party Cooperation

If the representation requires cooperation from third parties within client's control (such as employees, consultants, or affiliated entities), client will ensure such cooperation is provided.

Unavailability of Client

If client is unavailable and immediate action is required to protect client's interests, client authorizes the firm to act in good faith based on the information available.

Use of Employer or Third-Party Computer Systems.

Client acknowledges that communications sent to or from the firm using an employer's or third party's computer system, email account, network, device, or communication platform (including work email, messaging platforms, remote-access systems, or employer-issued devices) may not be private or secure and may be subject to monitoring, access, review, or disclosure by the employer or third party. Such monitoring or access could jeopardize the confidentiality of communications and, in some circumstances, the attorney-client privilege.

Accordingly, client is strongly advised not to use any employer-provided or third-party computer systems, email accounts, devices, or networks to communicate with the firm or to access, store, review, or transmit information relating to the Matter, unless client understands and accepts the associated risks. Client agrees to use a personal email account and personal device, not subject to employer or third-party monitoring or control, for all communications with the firm regarding the Matter, to the extent reasonably possible.

The firm is not responsible for any loss of confidentiality or privilege resulting from client's use of an employer's or third-party's computer systems, devices, or networks contrary to this advice.

Wire Transfers and Fraud Prevention

Electronic fund transfers, including wire transfers, are subject to significant risk of fraud, interception, and unauthorized diversion, including through email compromise, spoofing, or other cybercrime. client acknowledges and agrees to the following:

1. No Changes to Wire Instructions by Email.

The firm will never change its wire or electronic payment instructions via email alone. Any purported change to wiring instructions sent by email, text message, or other electronic means should be treated as fraudulent unless independently verified as set forth below.

2. Verification Requirement.

Client agrees that before initiating any wire transfer involving the firm or any third party recommended by the firm, client will independently verify all wiring instructions by speaking directly with a designated firm representative at a known, trusted telephone number obtained from prior communications or the firm's official website—not from the email containing the instructions.

3. Client Responsibility.

Client bears sole responsibility for confirming the accuracy of any wire instructions and for initiating transfers in accordance with verified instructions. The firm is not responsible for any loss of funds resulting from client's failure to verify wire instructions or from client's reliance on fraudulent, altered, or spoofed communications.

4. Limitations on Firm Liability.

To the fullest extent permitted by law and applicable ethical rules, the firm shall not be liable for any loss, delay, interception, misdirection, or diversion of funds arising from wire fraud, cybercrime, bank error, or third-party misconduct, except to the extent caused by the firm's intentional misconduct or gross negligence.

5. Timing and Bank Requirements.

Client acknowledges that wire transfers are subject to bank cut-off times, processing delays, and financial-institution requirements that are beyond the firm's control. The firm does not guarantee same-day or next-day availability of wired funds.

6. Acknowledgment of Risk.

Client acknowledges that wire fraud is an increasingly common risk in legal transactions and that strict verification procedures are intended to protect client's interests. By proceeding with wire transfers in connection with the Matter, client knowingly assumes these risks subject to the terms of this Agreement.

AWAITING FURTHER ACTION LETTER

Re: **[Brief Description of Potential Matter]**

Thank you for contacting the firm regarding the above-referenced matter. We appreciate the opportunity to speak with you and to discuss the potential engagement.

At this time, we write to confirm that we are **awaiting further action before the firm can proceed**, including one or more of the following:

- **Direction or authorization from you** regarding whether and how you wish to proceed;
- **Documents, information, or materials** requested from you that are necessary for us to evaluate or undertake the matter; and/or
- **Payment of the required retainer or advance fee deposit**, as discussed, and execution of a written engagement agreement.

Unless and until these items are received and a written engagement agreement is fully executed by both you and the firm, no attorney-client relationship has been formed, and the firm has not agreed to represent you in this matter.

Accordingly, until an engagement is confirmed in writing:

- The firm will **not take any action**, perform legal services, provide advice, or monitor deadlines on your behalf;
- The firm is **not responsible for protecting your legal rights**, preserving claims, or ensuring compliance with any statutes of limitation, notice requirements, or other deadlines; and
- Any communications to date are **preliminary and informational only** and should not be relied upon as legal advice.

If you wish to proceed, please notify us promptly and provide the outstanding direction, documentation, and retainer payment, as applicable. Upon receipt, and subject to completion of any required conflicts review, we will be pleased to forward a written engagement agreement for your consideration.

If we do not hear from you by **[optional date]**, we will assume that you do not wish to proceed at this time and will consider the matter closed without further notice.

Please feel free to contact us if you have any questions or would like to discuss next steps.

DECLINATION LETTER

Thank you for contacting the firm regarding the above-referenced matter. We appreciate the opportunity to review the information you provided and to discuss your situation.

After careful consideration, the firm has determined that it will not be representing you in this matter. This decision should not be interpreted as a comment on the merits of your matter or your legal position. Please understand that **no attorney-client relationship has been formed** between you and the firm.

Accordingly, the firm has not agreed to provide legal advice, perform legal services, or take any action on your behalf, and we will not be responsible for protecting your legal rights or monitoring any deadlines, statutes of limitation, or other time-sensitive requirements.

You are encouraged to promptly seek advice from other qualified counsel of your choosing. If applicable deadlines or limitations periods exist, you should act without delay to ensure that your rights are protected.

Unless otherwise required by law or expressly agreed in writing, the firm will not retain any documents, records, or materials you provided and may destroy them in accordance with its standard policies. If you would like us to return any original materials, please notify us promptly.

We appreciate your interest in the firm and wish you the best in addressing this matter.

CLOSURE LETTER

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

We write to confirm that the firm's representation of you in the above-referenced matter has concluded, effective **[date of conclusion]**. Based on our understanding, the firm has completed the legal services agreed upon for this matter, and no further action is currently required by the firm.

Unless expressly agreed otherwise in writing, the firm will not continue to monitor deadlines, legal developments, or related matters following the conclusion of this engagement. Should future legal issues arise or additional services be required, a new written engagement agreement would be necessary.

Enclosed are [any final documents / correspondence / settlement materials], if applicable. Please review these materials carefully and retain them for your records.

File Retention

In accordance with the firm's document-retention policies and applicable ethical requirements, the firm will retain your file for a period of **[X] years** from the conclusion of the representation, after which it may be destroyed without further notice unless you instruct us otherwise in writing. You are encouraged to maintain copies of any documents you wish to preserve.

Other Matters (if applicable)

No Impact on Other Engagements.

Please note that the conclusion of this matter does **not** terminate or affect the firm's representation of you in any other pending matters. Each engagement is separate, and the firm's obligations with respect to any other matters remain in effect in accordance with the applicable engagement agreements.

Outstanding Fees (if applicable)

Final Invoice.

Our final invoice for this matter is enclosed (or will be sent under separate cover). Please review it at your convenience and remit payment consistent with the terms of our engagement agreement. If you have any questions regarding the invoice, we would be happy to discuss them.

TERMINATION/WITHDRAWAL LETTER

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

We write to confirm that the firm's representation of you in the above-referenced matter is **terminated**, effective **[date]**.

For a matter where court approval is needed (if applicable)

Our withdrawal is subject to approval by the court. Until such approval is granted, the firm will continue to act as required by applicable rules to avoid prejudice to your interests.

Following the effective date of termination, the firm will not take any further action, provide legal advice, or monitor deadlines, filings, or legal developments in this matter. You remain solely responsible for all future obligations, deadlines, and decisions unless and until you retain new counsel.

Recommendation to Seek New Counsel

We strongly recommend that you promptly obtain substitute counsel of your choosing to protect your interests. There may be court deadlines, contractual obligations, or statutes of limitation that apply, and you should act without delay to ensure compliance.

File and Property

Upon request, the firm will make your file available to you or to successor counsel, subject to applicable law, ethical rules, and payment of any outstanding fees and expenses, except as otherwise required by law. Original documents belonging to you will be returned upon request.

Fees and Expenses

Termination of the representation does not relieve you of the obligation to pay all legal fees earned and expenses incurred by the firm through the effective date of termination, in accordance with the engagement agreement. A final invoice has been issued (or will be issued separately).

DISCLOSURE OF ERROR LETTER

[Law Firm typically coordinates all communications concerning material errors with general counsel or malpractice carriers before contacting the client. This letter should be sent to confirm the details of a prior live conversation with the client about the error.]

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

We are writing to confirm our earlier conversation about an issue that has arisen in connection with our representation of you in the above-referenced matter. We believe it is important to bring this matter to your attention promptly and transparently.

Description of the Issue

During our review of the file, we identified an error relating to **[brief, objective description of what occurred]**. Specifically, **[concise factual explanation of the error, without speculation or blame; avoid legal conclusions like “negligence” or “malpractice”]**. We wanted to ensure that you are fully informed of this development.

Status and Next Steps

Currently, we are evaluating the potential implications, if any, of this issue and considering appropriate steps to address or mitigate its effects. We will keep you informed of any material developments and are prepared to discuss available options with you.

Your Rights and Interests (if the firm believes it can continue representation)

We believe we can continue to represent you competently and diligently in this matter; however, because this issue may create a potential conflict of interest, we will not proceed further unless and until you provide informed written consent after having had the opportunity to consult independent counsel. **[See Conflict of Interest Disclosure and Informed Consent to Continued Representation below.]**

[If the firm does not believe it can continue the representation or the client terminates the representation, please use language from the Termination/Withdrawal Letter above.]

Consistent with our professional obligations, we are committed to acting in good faith and in your best interests, and to addressing this issue responsibly and promptly. We remain available to answer your questions and to discuss this matter further at your convenience.

Please do not hesitate to contact **[Attorney Name]** at **[phone/email]** if you would like to discuss this letter or next steps.

Conflict of Interest Disclosure and Informed Consent to Continued Representation

As previously disclosed to you, an issue has arisen in connection with the firm's representation of you in the matter referenced above (the "Matter"), described as follows:

[brief, factual description of the error, stated neutrally] (the "Issue").

The Issue may create a potential conflict of interest between you and the firm. Specifically, the firm's interest in addressing issues arising from the Issue could differ from, or be perceived to differ from, your interests in connection with the Matter.

Nature of the Potential Conflict

You understand and acknowledge that, because of the Issue:

- The firm's advice or actions could potentially be influenced, or be perceived to be influenced, by its own interests;
- There may be circumstances in which your interests and the firm's interests are not perfectly aligned; and
- You are not required to continue the firm's representation and have the right to seek advice from independent counsel regarding the Issue, this waiver, and your available options.

Alternatives to Continued Representation

You understand that you have the following alternatives, among others:

1. Terminate the firm's representation and engage new counsel of your choosing for the Matter;
2. Retain separate, independent counsel to advise you regarding the Issue while the firm continues representation of the Matter; or
3. Consent to the firm's continued representation of you in the Matter, subject to this waiver.

Client Acknowledgments

By signing below, you acknowledge and agree that:

- The firm has explained the Issue and the related potential conflict of interest in a manner you understand;
- You have been advised of your right to seek independent legal advice and have had a reasonable opportunity to do so;
- You understand the reasonably foreseeable risks, advantages, and disadvantages of continued representation by the firm; and
- You are making an informed, voluntary decision based on your own judgment.

Informed Written Consent

With full knowledge of the Issue and the potential conflict of interest, and after due consideration, **you knowingly and voluntarily consent to the firm's continued representation of you in the Matter, notwithstanding the Issue.**

You agree that, subject to applicable law and ethical rules:

- The firm may continue to represent you competently and diligently in the Matter;
- The firm may take positions and provide advice it reasonably believes to be in your best interests, even if such actions could potentially affect the Firm's interests; and
- You waive any conflict of interest arising solely from the Issue and consent to continued representation on the terms stated herein.

Reservation of Rights

Nothing in this waiver limits your right to terminate the firm's representation at any time or affects any rights or remedies you may have under applicable law. Similarly, the firm reserves the right to withdraw from the representation if continued representation becomes impermissible under ethical rules or otherwise inappropriate.

Client:

I have read and understand this Conflict-of-Interest Disclosure and Consent. I have had the opportunity to consult independent counsel, or knowingly chosen not to do so, and I consent to the firm's continued representation.

Client Name: _____

Signature: _____

Date: _____

Law Firm Acknowledgment:

Authorized Representative: _____

Title: _____

Date: _____

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: _____

CONFLICT WAIVER (CURRENT CLIENT—MATERIAL LIMITATION)

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, or continue representing, [Other Client Name] in connection with [other matter description] (the “Other Matter”). Although you and [Other Client Name] are not directly adverse in the sense of being on opposite sides of the same dispute, the Other Matter may nevertheless create a conflict of interest because our responsibilities to [Other Client Name] (or to a third party) may materially limit our ability to represent you in the Current Matter. Because this situation presents a conflict of interest under applicable rules of professional conduct, we may proceed only if you provide informed written consent as described below.

1. Material Limitation Conflict

The potential material limitation arises because [describe, factually and neutrally, the circumstances giving rise to the limitation—e.g., the firm’s representation of Other Client in related transactions, negotiations, regulatory matters, strategy discussions, or other matters in which positions, advice, or actions could affect the Client’s interests]. As a result, there may be circumstances in which our representation of you could be constrained by duties we owe to [Other Client Name] (or to another person or entity), including duties of confidentiality, loyalty, or limitations on our ability to take certain positions, pursue certain strategies, or negotiate certain outcomes for you.

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, or continue to represent, [Other Client Name] in the Other Matter, notwithstanding the material-limitation 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 a material limitation conflict can create significant limitations, including that:

- (a) the firm may be required to limit advocacy for you in certain respects (for example, by refraining from making certain arguments, seeking certain relief, pursuing certain strategies, or taking positions) if doing so would violate duties owed to [Other Client Name] or another person or entity;
- (b) the firm may be required to refrain from using or disclosing confidential information of [Other Client Name] to you, and likewise may be unable to share with [Other Client Name] information learned from you that is confidential to you;
- (c) the firm’s professional judgment may be affected, or be perceived to be affected, by the existence of the Other Matter, even though the firm will endeavor to exercise independent judgment and represent you competently and diligently; and
- (d) 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).

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]**, and will not use or disclose **[Other Client Name]**'s confidential information in representing you. You understand that our separate confidentiality obligations may limit what we can share with you about the Other Matter, and may limit what we can share with **[Other Client Name]** about the Current 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 Other Matter or in the Current Matter, limiting the waiver to specified issues or phases, or implementing additional safeguards); 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 material-limitation 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: _____