

**JOINT SPOUSAL REPRESENTATION ENGAGEMENT LETTER—
WAIVER OF CONFLICT**

It is customary for a husband and wife to employ the same lawyer or law firm to assist them in planning their estates. Nevertheless, the Rules of Professional Conduct of the Supreme Court of Pennsylvania limit a lawyer's ability to represent multiple clients under certain conditions.

Under the Rules, a lawyer or law firm may not represent multiple clients who have conflicting interests without their informed consent. I may represent multiple clients who do not have conflicting interests. However, I must advise them of any actual or reasonably foreseeable adverse effects that might arise from such multiple representation and then obtain their consent.

Since the two of you do not have actual conflicting interests or goals at this time, but have only potential conflicts, I may represent you. However, certain adverse effects arising from my representation of both of you may result and are reasonably foreseeable. Accordingly, I wish to advise you, as follows:

- Matters that one of you might discuss with me would not be protected by the attorney/client privilege from disclosure to the other. I cannot agree with either of you to withhold information from the other. Of course, anything either of you discusses with me is privileged from disclosure to third parties.
- If the two of you have different opinions about your proposed estate plan, I can point out the pros and cons of such differing opinions. However, I cannot advocate one of your positions over the other.
- After my initial efforts on your behalf, either of you might desire to change your particular arrangements without informing the other. In this event, I might be precluded from further representation, because of my past representation of both of you.
- I may well discuss statutory and common-law spousal rights, such as the right of the surviving spouse to take an elective or forced share of the deceased spouse's estate and the right of the surviving spouse to claim a minimum prescribed benefit from any qualified retirement plan or IRA of the deceased spouse. The most common way that a spouse may preclude the other spouse from exercising such rights is by signing a contract often called a prenuptial or post-nuptial agreement. Neither of you has asked me to prepare such a document and do not contemplate the preparation of such an agreement in the course of this representation.

If conflicts arise between you that make it impossible in my judgment to discharge my obligations to both of you in accordance with this letter and the Rules of Professional Conduct, I would have to withdraw as your joint attorney and advise one or both of you to obtain independent counsel.

By this letter, I have informed you of a number of potential conflicts and I have informed or will inform you as to various estate plans. You have informed me that you agree to the joint representation and that you understand the various alternates available.

Your signature below shall acknowledge that you have received and understand the information provided above.

ACCEPTED AND AGREED:

Date: _____

Date: _____