

WAIVER OF CONFLICT OF INTEREST

CLAIM/CASE NAME:

Re. D/A: On or about date:

Location of MVA:

It has been explained to me that it is a potential conflict of interest for an attorney to represent both the driver and a passenger in a motor vehicle personal injury claim, because a percentage of fault in the accident can be attributed to the driver, and the passenger's total recovery of damages may be decreased by percentage of fault of the driver. It is the desire of the parties herein for Attorney Justin Ziegler to represent us in our respective claims, and any conflict of interest in him doing so is expressly and knowingly waived. During our consultation with Justin Ziegler, he explained the implications of the common representation and the advantages and risks involved. Justin Ziegler has suggested that if we are each advised independently by a separate attorney, this will assure that this waiver of conflict is knowing and informed as required by Rule 4-1.7(a)(1) and (2).

Conflict issues may arise later or be resolved during discovery and litigation. One risk of representing both a driver and a passenger is that when conflict determinative facts do not come to light until after an attorney has already begun to represent both driver and passengers, remedial measures may be required. If discovery reveals, for example, that a non-waivable conflict exists between co-clients, the attorney may be required to withdraw from representation of both driver and passengers because of the direct conflict between them. Rule 4-1.7(a); Rule 4-1.16(a) and (d), Florida Rules of Professional Conduct; Florida Ethics Opinion 95-4.

A risk of representation of multiple occupants by one attorney is each of the occupants should seek separate counsel regarding the distribution of proceeds if there is insufficient insurance coverage by the third party tortfeasor to cover the injuries of all injured plaintiffs. The implications of the common representation and advantages of a hiring a separate attorney are:

- 1) Less work, time consumption and stress for one or both vehicle occupants. Also, if a family or friends have common representation, this will result in preventing a duplication of efforts as an occupant of the vehicle may not need to be contacted multiple times (by attorneys from different law firms) to answer the same questions and provide the same information to said attorneys.

Client Initials

Client Initials

Client Initials

Client Initials

- 2) Costs for investigating and preparing our case may be able to be split among the occupants.

A risk of representation of multiple occupants by one attorney is if there is insufficient insurance coverage by the third party tortfeasor to cover the injuries of all injured plaintiffs, each of the occupants should seek separate counsel regarding the distribution of proceeds. If there is insufficient insurance coverage by the third party tortfeasor to cover the injuries of all injured plaintiffs, the implications of the common representation and the risks involved are:

1. There will be a separate Attorney's Fee which can be expensive and thus reduce the client's net settlement.
- 2) The process of hiring a separate attorney is time consuming and stressful as it results in a duplication of efforts It may delay the claim/case as it takes time for the "separate" attorney to become familiar with the case.
- 3) The client may feel like the original attorney is not looking out for the best interests of the client. The client may feel like the original attorney "abandoned" their case.
- 4) The attorney may have to withdraw from representation which would result in a duplication of efforts of the clients as an occupant of the vehicle may not need to be contacted multiple times (by attorneys from different law firms) to answer the same questions and provide the same information to said attorneys.

These above risks also apply to any and all non-waivable conflicts that exist between co-clients.

We, the occupants, will be able to agree regarding the distribution of benefits/recovery among ourselves. We, the parties, may agree among ourselves if necessary to submit to arbitration with an independent arbitrator to determine the distribution of benefits on an equitable basis.

Client Initials

Client Initials

Client Initials

Client Initials

WARNING

THIS IS A LEGAL BINDING DOCUMENT. BEFORE SIGNING, PLEASE READ IT CAREFULLY AND BE SURE YOU UNDERSTAND ITS CONTENTS. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND, ASK ABOUT IT. DO NOT HESITATE TO HAVE THIS CONTRACT REVIEWED BY ANOTHER ATTORNEY OF YOUR CHOICE. I ENCOURAGE IT!

By signing below, each respective party/plaintiff hereby acknowledges that he/she understands the aforementioned, and that this waiver of conflict of interest has been knowing and informed.

READ, UNDERSTOOD AND AGREED:

_____	_____
Client	Date
_____	_____
Client	Date
_____	_____
Client	Date
_____	_____
Client	Date

STATE OF FLORIDA)
 : SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared _____, who is personally known to me or has produced his/her Florida Drivers' License as identification, and who, after first being duly sworn, deposes and states that he/she has read the foregoing document and he/she fully understands it.

WITNESS my hand and official seal, this day of , 200____.

Notary Public, State of Florida