



EIN NO: 55-0819817

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**Certified Elder Law Attorney by the National Elder Law Foundation*

Conflicts Addendum: Joint Representation

It is common for family members to employ the same lawyer or law firm to assist them in doing Elder Law planning. You have taken this approach by asking us to represent all of you (“You” means each person signing below) in planning. However, everyone signing this Agreement agrees and understands that we primarily represent the person named in our written fee agreement and agrees that we will act for that person’s sole benefit. Any representation of other family members is as a convenience to the person named in our fee agreement.

It is important for You to understand that because we will be representing You jointly, each of You is considered our client. Accordingly, matters that any of You discuss with us must be disclosed to the others since you asked us to represent all of you on a joint basis.

You have agreed that we are primarily representing the person or persons named in our fee agreement; therefore, although we may give each of you advice, we are under no obligation to act in a manner that might harm the interests of our named client in the fee agreement; in fact, if you are not named as our named client, then you expressly agree to waive all conflicts that might prevent us from representing the named client and you agree that your role in this representation is for the sole purpose of supporting that representation.

If any of You have a difference of opinion concerning any part of our planning, then, we can point out the pros and cons of differing opinions. However, ethical considerations prohibit us from taking sides or advocating one position over the other. In the event differences arise that cannot be amicably resolved, it may be necessary to refer all of you to separate lawyers unless conflicts are waived and everyone agrees that we can continue representing our named client.

If you are not our primary client, then you should not disclose any of your personal information that is unrelated to our primary client unless you want us to know your business. In most cases we require the disclosure of exhaustive information about our primary client, but we do not need to know what is going on with other family members.

If you are not our primary client and you develop a disagreement with our primary client that cannot be resolved, then you agree to waive any conflict and to let us continue representing the primary client unless the State Bar’s Ethic’s rules require us to withdraw.

By executing this Agreement, all of you indicate that you have read these terms and conditions. Furthermore, if we are required to withdraw due to a dispute between any of you, *then there will be no refund of our fee*. By signing below, all of you are

indicating your consent for us to represent you on these terms and conditions.

Once the Joint Representation begins, any communications and information made by any of you will be fully disclosed by us to all of You upon request. We do this because we are not allowed to take sides by keeping secrets among you. You are further informed that the Rules of Professional Conduct of the Supreme Court of Georgia require the potential clients' informed written consent before a lawyer may concurrently represent two or more clients interested in the same subject matter. We have explained to you the possibility of conflict that is raised by multiple representation. Specifically, potential conflicts in this case include, but are not limited to, the following: (a) how property should be held (for example, in one name, in both names, or in joint tenancy); (b) how property should be disposed of and what persons should serve in fiduciary capacities (for example, the executor, the trustee, or the guardian); and (c) what health care or housing decisions will be made and who will make them. Each of you may have different interests, goals, or perspectives regarding these or other matters. Each of you expressly consents to joint representation despite the possibility of conflict.

We may withdraw from representing one or both spouses if there is an actual conflict between the interests of each spouse, provided the withdrawal is permitted under the rules of the Supreme Court of Georgia.

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