

## **Client Consent to Future Conflicts Will Not Apply Where Disclosure is Inadequate**

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*ABA/BNA Lawyers' Manual on Professional Conduct*

On August 30, 2018, in a long-awaited decision, the California Supreme Court weighed in on a question of increasing significance to law firms: under what circumstances will a conflict waiver contained in an initial client engagement agreement be deemed enforceable when a conflict of interest might arise later in the firm's representation of a different client? David P. Atkins, a member of Pullman & Comley's Litigation Department and leader of its Professional Liability Section, and Marcy Tench Stovall, an attorney in Pullman & Comley's Professional Liability Section, examine the decision of *Sheppard, Mullin, Richter & Hampton, LLP v. J-M Manufacturing Co., Inc.*, and discuss important lessons for law firms on the use of prospective conflict waivers.

To read the full article, please click on the link below.

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### **Practice Areas**

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