



Christy L. Shannon, Esq.  
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**City of London Kentucky  
Mayor and Councilpersons**

**RE: Conflict of Interest Waiver**

**Parties**

**Attorney:** Christy L. Shannon, Esq.

**Client A:** Ambulance Inc., of Laurel County, Kentucky

**Client B:** City of London, Kentucky

**WHEREAS**, Attorney previously represented Ambulance Inc., of Laurel County ("Ambulance Inc.") as counsel in a legal matter where the City of London ("City") was the opposing party;

**WHEREAS**, Attorney now serves as of counsel and business consultant to Ambulance Inc.;

**WHEREAS**, the City of London has requested Attorney's legal services;

**WHEREAS**, both parties wish to retain Attorney's services despite the potential conflicts of interest arising from these relationships;

**NOW, THEREFORE**, the parties acknowledge and agree to the following:

**CONFLICT IDENTIFICATION**

- 1. Prior Adverse Representation:** Attorney previously represented Ambulance Inc. in litigation or disputes against the City of London, creating a potential conflict under Kentucky Rules of Professional Conduct Rule 1.9 (duties to former clients).
- 2. Current Dual Representation:** Attorney's ongoing relationship with Ambulance Inc. as Of Counsel/business consultant while simultaneously representing the City creates potential conflicts under Kentucky Rules of Professional Conduct Rule 1.7 (concurrent conflicts of interest).
- 3. Confidential Information:** Attorney possesses confidential information from both parties that could be material to matters involving either party.

## **SCOPE OF WAIVER**

**Both parties hereby waive any conflicts of interest and consent to Attorney's representation EXCEPT:**

1. **Direct Conflicts:** Attorney shall NOT represent either party in any matter where the parties have directly adverse interests against each other.
2. **Related Matters:** Attorney shall NOT represent either party in matters substantially related to the previous litigation between Ambulance Inc. and the City.
3. **Use of Confidential Information:** Attorney agrees not to use confidential information obtained from one party to the disadvantage of the other party.

## **CONDITIONS OF CONTINUED REPRESENTATION**

4. **Separate Matters Only:** Attorney may represent each party only in matters that do not involve the other party as an opposing or adverse party.
5. **Immediate Withdrawal:** If any matter arises where the parties' interests become directly adverse, Attorney must immediately withdraw from representing both parties in such matter.
6. **Disclosure Obligation:** Attorney will promptly disclose to both parties any situation that could create a conflict requiring withdrawal.
7. **Independent Counsel:** Each party acknowledges the right to seek independent counsel at any time.

## **INFORMED CONSENT**

### **CITY OF LONDON ACKNOWLEDGES:**

- Understanding that Attorney previously represented Ambulance Inc. against the City
- That Attorney continues to serve as of counsel/business consultant to Ambulance Inc.
- That Attorney will not use confidential information from the City to benefit Ambulance Inc.
- The right to independent counsel for any matter involving Ambulance Inc. as an adverse party

Waiver of Conflict  
City of London/Ambulance, Inc.  
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By: \_\_\_\_\_  
Christy L. Shannon, Esq.  
Shannon Law Firm, PLLC

**CITY OF LONDON, KENTUCKY**

Councilperson \_\_\_\_\_  
Councilperson \_\_\_\_\_  
Councilperson \_\_\_\_\_  
Councilperson \_\_\_\_\_  
Councilperson \_\_\_\_\_  
Councilperson \_\_\_\_\_  
Mayor \_\_\_\_\_

**Certificate of Independent Legal Advice**

Each party certifies that they have been advised to seek independent legal counsel regarding this waiver, have had adequate opportunity to do so, and enter into this waiver voluntarily with full understanding of its implications.