

SAMPLE

**CHECKLIST 3—PERSONAL/BUSINESS CONFLICT
DISCLOSURE AND CONSENT (See MRPC 1.7)**

1. Is There a Possibility that Your Representation of a Client May Be Reasonably or Materially Limited by Your Own Financial, Business, Property, or Personal Interest?

- If “yes,” proceed to question 3.
- If “no,” proceed to question 2.

2. Are You Entering into a Business Transaction with a Client or knowingly acquiring an ownership, possessory, security or other pecuniary interest adverse to the client?

- If “yes,” proceed to question 3.
- If “no,” disclosure and consent is not strictly required. You should consider, however, the benefits of documenting the issues in writing and suggesting the client seek independent counsel to obtain an opinion regarding the circumstances.

3. Have You Discussed the Conflict Issues with All of the Clients?

- If “yes,” proceed to question 4.
- If “no,” proceed to question 4, but consider discussing the issue with your client(s) in person and if they consent, confirming the issues in a follow-up letter.

4. Have You Prepared and Sent the Letters promptly?

- If “yes,” proceed to question 5.
- If “no,” your consent may be invalid.

5. Does Your Letter Plainly and Clearly Describe the Personal Conflict and/or Business Conflict?

- If “yes,” proceed to question 6.
- If “no,” work on the letter some more and repeat this question.

6. Does Your Letter Recommend That Each Client Seek Independent Counsel to Determine If Consent Should Be Given?

- If “yes,” proceed to question 7.
- If “no,” work on the letter some more and repeat this question.

7. Have All Necessary Parties Been Sent a Letter, and Does it Include a Place for the Client to Sign the Consent and Return to You?

- If “yes,” proceed to question 8.
- If “no,” work on the letter some more and repeat this question.

8. Are Any Special Limitations on the Scope of the Representation or Terms of the Business Relationship Discussed in the Letter?

- If “no,” work on the letter some more and repeat this question.

9. Is the Transaction and the Terms on which the Lawyer Acquires the Interest Fair and Reasonable to the Client? (See MRPC 1.8)

- If “yes,” proceed to question 10.
- If “no,” the transaction is prohibited.

10. Have you Fully Disclosed the Terms in Writing in a Manner that can be Reasonably Understood by the Client?

- If “yes,” proceed to question 11.
- If “no,” make the full disclosure.

11. Does your Letter Advise the Client of the Desirability of Obtaining the Advise of Independent Counsel on the Transaction, and have you Provided Sufficient Time for the Client to do so?

- If “yes,” proceed to question 12.
- If “no,” work on the letter some more and repeat this question.

12. Has the Client Given Informed Consent in Writing to the Essential Terms of the Transaction, and Your Role in the Transaction, Including Whether you are Representing the Client in the Transaction?

- If “no,” work on the letter some more and repeat this question.