

**CHECKLIST 3—PERSONAL/BUSINESS CONFLICT  
DISCLOSURE AND CONSENT**

- \_\_\_ **1. Is Your Continued Employment by a Client Such That Your Professional Judgment on Behalf of the Client Will Be or Reasonably May Be Affected 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 in Which Your and the Client’s Interests Differ and in Which Your Client Expects You to Exercise Your Professional Judgment for the Client’s Protection?**

  - If “yes,” proceed to question 3.
  - If “no,” disclosure and consent is not strictly required. You should consider, however, the benefits of documenting the transaction in writing and affirmatively stating that the client is not relying your professional judgment.
  
- \_\_\_ **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 the benefits of *confirming* the consent in writing instead of having the initial request come in letter form.
  
- \_\_\_ **4. Have You Prepared and Sent the Letters “Contemporaneously with Any Consent”?**

  - 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. Are All Necessary Parties 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 “yes,” you are done and have complied with DR 10-101(B).
- If “no,” work on the letter some more and repeat this question.