



**New York State Bar Association
Committee on Professional Ethics**

Opinion 1286 (09/29/2025)

Topic: Requesting former clients to write Google reviews

Digest: A lawyer may ask a former client to write a Google review of the lawyer's services, and may offer the former client a nominal gift for doing so, provided the lawyer does not draft the Google review for the client or condition the gift on the content of the review. The lawyer may not use the former client's confidential information to the disadvantage of the former client.

Rules: 1.0(a), 1.6, 1.9, 7.1, 7.3, 8.4(c)

FACTS:

1. After working as an associate at a law firm, the Inquirer recently left that firm to start a solo law practice, handling immigration matters. The inquirer asks whether he is permitted to contact former clients and ask them to write Google reviews about him. The Inquirer believes that such Google reviews will enhance his visibility as an immigration lawyer and are an important part of marketing his new law practice in a competitive field. To encourage former clients to write such reviews, the Inquirer would like to give a small gift (such as a gift card) to each former client who writes a Google review.

QUESTION:

2. May an attorney contact former clients to inform them that he has established his own immigration law practice, request that the former clients write Google reviews of the work he previously did on their behalf, and offer them small gifts if they write such reviews?

OPINION:

3. The New York Rules of Professional Conduct (the "Rules") do not prohibit a lawyer from asking a former client to write a Google review. In N.Y. State 1052 (2015), the Committee concluded that a lawyer could ask current clients to rate his services on Avvo and could offer a \$50 credit on their legal bills, provided that the "credit is not contingent on the content of the rating, the client is not coerced or compelled to rate the lawyer, and the ratings and reviews are done by the clients and not the lawyer." N.Y. State 1052, ¶14. This conclusion applies equally to a lawyer's request to a former client to write a Google review and offer of a nominal gift to a former client who writes such a review.

4. In N.Y. State 1221 (2021), we concluded that a communication with an existing client for the purpose of offering legal services does not constitute either advertising or solicitation. The term “advertisement” is defined in Rule 1.0(a) as “any public or private communication made by or on behalf of a lawyer or law firm about that lawyer or law firm’s services, the primary purpose of which is for the retention of the lawyer or law firm. It does not include communications to existing clients or other lawyers.” The Committee wrote that Rule 1.0(a) has been interpreted to exclude communications to former clients. N.Y. State 1221, ¶ 8, *quoting* Rule 7.1, Cmt. [7] (“Communications to former clients that are germane to the earlier representation are not considered to be advertising”).

5. In Opinion 1221 we also noted that communications with current or former clients do not constitute solicitation because “solicitations are . . . advertisements with certain additional characteristics. By definition, a communication that is not an advertisement is not a solicitation.” N.Y. State 1221, ¶ 9, *quoting* Rule 7.3, Cmt. [1]. Rule 7.3(a) itself expressly excludes former clients from the ban on in-person solicitation, stating: “A lawyer shall not engage in solicitation: (1) by in-person or telephone contact, or by real time or interactive computer-accessed communication *unless* the recipient is a close friend, relative, *former client* or existing client.” (Emphasis added.)

6. Thus, a lawyer may ask a former immigration client to write a Google review without running afoul of the advertising or solicitation rules, provided the lawyer does not draft the Google review for the client or condition the gift on the content of the review. However, there are several things a lawyer should consider before asking a former client to write a review.

7. Lawyers owe certain duties to former clients. Chief among these duties is an obligation to preserve confidentiality, even to former clients. Rule 1.9(c)(1) provides that a lawyer shall not “*use* confidential information of the former client protected by Rule 1.6 to the disadvantage of the former client,” while Rule 1.9(c)(2) provides that a lawyer shall not “*reveal* confidential information of the former client protected by Rule 1.6 except as these Rules would permit or require with respect to a current client.” (Emphasis added.)

8. Rule 1.6 defines “Confidential information” as “information gained during or relating to the representation of a client, whatever its source, that is (a) protected by the attorney-client privilege, (b) likely to be embarrassing or detrimental to the client if disclosed, or (c) information that the client has requested be kept confidential.”

9. Comment [7] to Rule 1.9 provides that a lawyer has a “continuing duty to preserve confidentiality of information about a client formerly represented.” Comment [8] to Rule 1.9 states that Rule 1.9(c)(1) “provides that information acquired by the lawyer in the course of representing a client may not subsequently be used by the lawyer to the disadvantage of the client.”

10. A concern arises in the context of asking a former client to write a Google review about whether writing such a review may inadvertently reveal confidential information about the former client's immigration matter or status, and thereby pose a risk to the former client's interests by revealing information that might lead to the disclosure of protected confidential client information to others, including the immigration authorities. See Rules 1.6, 1.9(c).

11. In asking a former client to write a Google review, the lawyer is "using" the former client's confidential information, which includes, for example, the former client's identity and contact information, the nature of the former representation (an immigration matter), and details about the matter which are unlikely to be generally known. If the former client writes a Google review, the information in the review may redound to the client's disadvantage, particularly if the former client's matter is still pending. Immigration matters may be reopened, reviewed, reconsidered or reversed, even after they are deemed concluded or closed. Thus, a lawyer who asks a former client to leave a Google review has "used" the client's confidential information to identify and contact the client and may not use the former client's confidential information to the disadvantage of the former client, whose interests may be placed at risk or compromised in some circumstances by leaving a Google review.

12. The Committee does not opine on the technical aspects of posting Google reviews. We do note, however, that social media platforms typically require individuals to create user accounts and reveal otherwise private and confidential information before being permitted to post reviews on such platforms. Such social media accounts (including the identity of the account holder) may be disclosed to third parties, may be subpoenaed in investigations or proceedings (often without notice to the account holders), and may be terminated by the provider (also without advance notice to the account holder).

13. As in N.Y. State 1052, this opinion does not address whether the inquirer's marketing plan complies with the Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising, 16 C.F.R. Part 255. As we have previously stated, whether a lawyer's conduct complies with FTC guidelines is a question of law beyond our jurisdiction.

CONCLUSION:

14. A lawyer may ask a former client to post a Google review about the lawyer's former services for the client and may offer the former client a nominal gift for doing so, provided the lawyer does not draft the Google review for the client or condition the gift on the content of the review. The lawyer may not use the former client's confidential information to the disadvantage of the former client, whose interests may be placed at risk or compromised in some circumstances by leaving a Google review.

(35-24)