

ATTACHMENT 11

Name of Applicant: \_\_\_\_\_  
NY Case Identifier: \_\_\_\_\_

NOTICE OF POSSIBLE CONFLICT OF INTEREST

You recently applied for legal services by signing a *Right to Recovery Agreement for Legal Services*. Pursuant to that agreement, our office would appear on behalf of the CSEU for the purpose of helping the CSEU perform its statutory functions, including establishing paternity, establishing or modifying child support obligations in accordance with the Child Support Standards Act, and enforcing child support obligations. You have agreed to reimburse the CSEU for the cost of these services.

The provision for legal services to the CSEU does not create an attorney-client relationship between you and our office or attorneys. If at any time your interests are different from or adverse to the interest of the CSEU, our office will represent the interest of the CSEU. There is no attorney-client privilege and anything you tell our office will not be confidential.

Our office has determined that we represented you in the past and that there was an attorney-client relationship. We cannot provide the legal services you requested in this matter without your consent to proceed. If you sign this consent, we will appear on behalf of the CSEU and represent its interests, even if those interests are different from yours. You may inform the court at anytime that your interests are different or that you disagree with the CSEU. By signing this document, you are authorizing our office to share with the court all information we received about your case during the prior representation. You will be waiving your right to keep that information confidential under the Rules of Professional Responsibility. See Rule 1.6, on the reverse side of this Notice.

**Legal services are not required to proceed. You may seek relief in Family Court without an attorney or you may hire a private attorney to represent you at your own expense.**

CONSENT TO LEGAL SERVICES AND RELEASE OF INFORMATION

Option #1: I, \_\_\_\_\_, hereby acknowledge and agree that:

- I was represented by \_\_\_\_\_ in a prior proceeding.
- I am requesting legal services from the CSEU.
- I understand that \_\_\_\_\_ will represent the CSEU that the CSEU's interests may be different or adverse to my interests, and that \_\_\_\_\_ will represent the interests of the CSEU, not mine.
- I understand that there is no attorney-client privilege between me and \_\_\_\_\_ and anything I tell him/her/them will not be confidential.
- I am authorizing \_\_\_\_\_ to disclose to the court any information I revealed during prior representation. I understand that this information may be confidential and privileged, but I am waiving my rights to confidentiality and privilege, even if disclosure of the information is contrary to my interests.
- I understand that if I do not cooperate with the SCU or the child support attorney, my right to child support services will cease.
- I understand that legal services are only provided with regard to current or pending child support matters. Upon entry of a final order, legal services will cease and the SCU attorney will not provide ongoing legal services or provide me with general legal advice.

Option #2: I do not agree to the above.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Print name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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### **PART 1200 RULE 1.6: Confidentiality of Information**

(a) A lawyer shall not knowingly reveal confidential information, as defined in this Rule, or use such information to the disadvantage of a client or for the advantage of the lawyer or a third person, unless:

- (1) the client gives informed consent, as defined in Rule 1.0(j);
- (2) the disclosure is impliedly authorized to advance the best interests of the client and is either reasonable under the circumstances or customary in the professional community; or
- (3) the disclosure is permitted by paragraph (b).

“Confidential information” consists of 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.

“Confidential information” does not ordinarily include

- (i) a lawyer’s legal knowledge or legal research or
- (ii) information that is generally known in the local community or in the trade, field or profession to which the information relates.

(b) A lawyer may reveal or use confidential information to the extent that the lawyer reasonably believes necessary:

- (1) to prevent reasonably certain death or substantial bodily harm;
- (2) to prevent the client from committing a crime;
- (3) to withdraw a written or oral opinion or representation previously given by the lawyer and reasonably believed by the lawyer still to be relied upon by a third person, where the lawyer has discovered that the opinion or representation was based on materially inaccurate information or is being used to further a crime or fraud;
- (4) to secure legal advice about compliance with these Rules or other law by the lawyer, another lawyer associated with the lawyer’s firm or the law firm;
- (5) (i) to defend the lawyer or the lawyer’s employees and associates against an accusation of wrongful conduct; or (ii) to establish or collect a fee; or
- (6) when permitted or required under these Rules or to comply with other law or court order.

(c) A lawyer shall exercise reasonable care to prevent the lawyer’s employees, associates, and others whose services are utilized by the lawyer from disclosing or using confidential information of a client, except that a lawyer may reveal the information permitted to be disclosed by paragraph (b) through an employee.

### **RULE 1.9: Duties to Former Clients**

(a) A lawyer who has formerly represented a client in a matter shall not thereafter represent another person in the same or a substantially related matter in which that person’s interests are materially adverse to the interests of the former client unless the former client gives informed consent, confirmed in writing.

(b) Unless the former client gives informed consent, confirmed in writing, a lawyer shall not knowingly represent a person in the same or a substantially related matter in which a firm with which the lawyer formerly was associated had previously represented a client:

- (1) whose interests are materially adverse to that person; and
- (2) about whom the lawyer had acquired information protected by Rules 1.6 or paragraph (c) of this Rule that is material to the matter.

(c) A lawyer who has formerly represented a client in a matter or whose present or former firm has formerly represented a client in a matter shall not thereafter:

- (1) use confidential information of the former client protected by Rule 1.6 to the disadvantage of the former client, except as these Rules would permit or require with respect to a current client or when the information has become generally known; or
- (2) 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.