

A written AI-use policy partners approve. And associates actually read.

Designed for a 12-minute walkthrough at the next partners meeting. Slide-per-rule structure with the carrier pack at the close.

Two associates pasted a deposition into ChatGPT this week. The engagement letter did not mention AI.

ABA Formal Opinion 512 is a year old. Florida 24-1, the California Practical Guidance, DC Bar 388, the NYSBA Task Force Report, and Pennsylvania 2024-200 are landing on top of it.

The substance is consistent across all of them. The firm is responsible for what its associates do with AI on client confidences, the engagement letter has to satisfy a specific-consent standard, and boilerplate consent is explicitly rejected.

Three questions arrive in this order.

FROM THE MANAGING PARTNER

“Are we Opinion 512 compliant?”

Usually before a partners meeting where an AI tool deployment is on the agenda.

FROM THE FIRM ADMINISTRATOR

“Will the malpractice carrier renew us at the same premium?”

Carriers are adding AI-governance questions to renewal questionnaires this cycle.

FROM THE LITIGATION PGL

“Are we one bad citation from being the next Mata v. Avianca?”

After every fresh sanctions story in *Above the Law*.

Six Model Rules. Nineteen pages. One operative document.

RULE 1.1 · COMMENT 8

Competence

Know the tool's capabilities and limitations as relevant to the matter. Applies to every lawyer using the tool.

RULE 1.6

Confidentiality

Reasonable efforts to prevent unauthorized disclosure. Boilerplate engagement-letter consent is explicitly rejected.

RULE 1.4

Communication

Consider whether to inform the client about AI use. Disclosure is often the right answer when AI is material.

RULES 3.1 / 3.3

Candor

Verify AI-generated content before any filing or assertion. Hallucinated citations reaching a tribunal violate Rule 3.3.

RULES 5.1 / 5.3

Supervision

AI is treated as nonlawyer assistance under Rule 5.3. Partners hold direct supervisory obligations.

RULE 1.5

Reasonable Fees

Bill review time. Do not bill for time AI replaced. California's guidance is the most explicit nationally.

Boilerplate consent is rejected. Specifically.

“Boilerplate consent included in engagement letters will not be adequate to satisfy a lawyer's obligations under Rule 1.6 when the lawyer uses GAI tools that involve the disclosure of client confidences.”

— ABA Formal Opinion 512, July 29, 2024

The engagement letter must be specific about which AI tools, what work, and the data-handling architecture that protects confidences. A generic “we may use technology” clause does not meet the bar.

AI is supervised as a nonlawyer assistant.

The Opinion's most consequential interpretive move. Partners hold direct supervisory obligations for the firm's AI use — comparable to obligations for paralegals and contract reviewers.

The supervision must include training before authorization, a defined scope of permitted use, a responsible-attorney review chain, incident reporting when something goes wrong, and documentation sufficient to demonstrate the supervision occurred.

THE IMPLICATION

A firm that cannot demonstrate the supervision is operating in violation of the Rule. Documentation, not informal practice, is the load-bearing artifact.

Mata is the precedent every managing partner remembers.

The sanctioned conduct is unverified AI output reaching a tribunal — not AI use itself. Verification architecture eliminates the exposure.

\$5,000

Rule 11 sanction in *Mata v. Avianca*,
S.D.N.Y., June 22, 2023

Judge Castel — fabricated case citations, AI output not verified before filing

73%

Firms expecting generative AI to be
the top legal-research use within 18
months

ILTA 2024 Technology Survey

Build to the highest standard once.

FLORIDA · OPINION 24-1

Most restrictive on confidentiality.

Informed consent before *any* disclosure of confidential information to a third-party generative AI program. The default for any multi-state firm.

CALIFORNIA · STATE BAR GUIDANCE

Strictest on fees.

Cannot bill clients for time saved by AI; can bill for time spent reviewing AI-assisted work product. The most influential fee position nationally.

NEW YORK · NYSBA TASK FORCE

Most disclosure-forward.

Treats client disclosure of AI use as the default in matters where AI is used. Firms with NY exposure adopt this as the higher bar.

A multi-state firm builds to the highest standard once and satisfies every jurisdiction in its footprint. The Florida-grade clause satisfies every other state currently issuing AI guidance.

Three artifacts. Not a hire. Not a platform.

ARTIFACT 01

The AI practice policy.

One document, six to twelve pages. Approved tools, work categories, carve-outs, supervision protocol, training requirement, engagement-letter standard, incident reporting. Reviewed annually.

ARTIFACT 02

The engagement-letter language pack.

Three clauses (base AI consent, carve-out, disclosure-when-material) plus the matter-amendment template for in-flight matters. Integrated with matter-intake.

ARTIFACT 03

The supervision and training protocol.

Responsible-attorney review chain, training cycle (initial plus annual), incident-reporting protocol, audit-readiness records. Maintained as records the firm can produce on request.

Florida-grade specific consent. One clause covers a multi-state footprint.

DEFAULT CLAUSE – MULTI-STATE, FLORIDA-GRADE

In connection with the Matter, we may use the following generative AI tools: [Harvey, Spellbook, Casetext CoCounsel]. The tools are configured to operate in tenant-isolated environments; inputs are not used to train the underlying models, are not accessible to other tenants, and are retained only as required to support your matter. All AI-assisted work product is reviewed by a responsible attorney before any use, filing, or transmission. By signing below you specifically consent to this use.

Reviewed and approved by the ethics partner. Integrated with the matter-intake workflow. Amendment template for matters in flight closes the consent gap on existing engagements.

The single document the broker reads instead of asking the question.

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- A · POLICY Written AI-use policy approved by Managing Partner and Ethics Partner.

 - B · TOOLS Authorized tools listed; vendor data-handling attestations on file.

 - C ·
ENGAGEMENT Specific-consent engagement-letter language. Florida-grade default.

 - D ·
SUPERVISION Responsible-attorney designation per AI-assisted work product. Documented.

 - E · TRAINING Tool-specific. Partners and associates trained on the same standard.

 - F ·
LITIGATION Cite-check protocol. Standing-order register current.

 - G · INCIDENT Reporting timeline 24/48 hours. No reportable incidents in current period.
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Defensible posture in sixty days.

DAYS 1-7	AI inventory. Surface every tool in use, including individual subscriptions and personal accounts on consumer products.
DAYS 8-14	Practice policy draft. Anchored in Opinion 512 plus applicable state-bar opinions.
DAYS 15-21	Engagement-letter language pack. Three clauses plus matter-amendment template.
DAYS 22-28	Supervision and training protocol. Responsible-attorney review chain. Initial training cycle.
DAYS 29-35	Partner approval and rollout. Ethics partner presents. Vote and sign-off.
DAYS 36-45	Active-matter amendment cycle. Send amendments to clients on in-flight matters. Track signatures.
DAYS 46-60	Malpractice-carrier governance summary. Calendar-ready 60 days before renewal.

Insurance math. Not productivity math.

\$500K–\$5M

Cost of one avoided malpractice claim — settlement plus premium impact.

Lawyers Mutual / Aderant research, 2024

\$15K

Ethics-Alignment Diagnostic. Fixed fee. Four weeks at most firms.

One avoided claim funds the engagement 33–333x.

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Operative Model Rules in Opinion 512 — every rule the policy maps to.

Rules 1.1, 1.4, 1.5, 1.6, 3.3, 5.1/5.3

The firm does not need to avoid every claim. It needs to avoid one.

Have us run the diagnostic for your firm.

You describe the practice areas, the tools already in use, and the malpractice carrier's questions at the last renewal. We audit your actual AI use, calibrate the policy to your tools and engagement types, draft the engagement-letter language for your client mix, and train your attorneys.

SCOPE

Ethics-Alignment Diagnostic

FEE · DURATION

\$15K–\$60K · 4 weeks

DELIVERY

**Policy · letter pack · carrier pack
· training**

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