

READING VERSION · FOR LAW FIRMS (5-50 ATTORNEYS)

# A 512-aligned firm AI-use policy template.

The full reading version. The policy template, the Opinion 512 alignment brief, the engagement-letter consent clauses, the malpractice-carrier renewal pack, and the state-bar opinion overlay — with footnoted primary-source citations the ethics partner can verify.

## FRONT MATTER

## Contents and how to read this document.

Five artifacts. Three appendices. A working template, not an essay. Replace the bracketed values with your firm's, walk it to your ethics partner, and adopt with documented revisions.

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## HOW TO READ THIS DOCUMENT

Highlighted yellow tokens are placeholders. Replace each with your firm's value. The footnoted superscripts in the body refer to the primary-source citations in Appendix A. The operative-language excerpts in Appendix B are pulled directly from the source documents — no paraphrase. Adapt freely; the ethics partner approves the final.

**What this template assumes about your firm.**

The template is calibrated to a U.S. law firm with 5 to 50 attorneys, mixed practice areas, modern practice management (Clio, MyCase, Smokeball, Filevine, NetDocuments, or iManage), and a malpractice carrier that asks AI-governance questions at renewal.

Adjustments for solo practitioners, AmLaw 200 firms, and firms with retained outside ethics counsel are noted in the relevant sections.

ARTIFACT 01

## **[FIRM NAME]** — Generative AI Use Policy.

Effective **[DATE]**. Reviewed annually by **[ETHICS PARTNER NAME]**. Approved by **[MANAGING PARTNER NAME]**, Managing Partner.

### 1. Authorized tools.

The following AI tools are authorized for use on client matters: **[AUTHORIZED TOOLS – e.g. Harvey, Spellbook, Casetext CoCounsel, ChatGPT Enterprise, Lexis+ AI]**. No other AI tool may be used on client confidences without prior written approval from **[ETHICS PARTNER]**. Personal accounts on consumer AI tools (free ChatGPT, free Claude, Gemini personal) are prohibited for any client work.<sup>1</sup>

### 2. Confidentiality (Rule 1.6).

Every authorized tool operates in a tenant-isolated environment. Inputs are not used to train the underlying model and are not accessible to other tenants of the vendor. The firm holds a written data-handling attestation from each vendor in **[VENDOR FILE LOCATION]**. Before any AI tool is used on a matter where client confidences are involved, the matter file must contain the specific consent clause referenced in the engagement letter (see Artifact 03).<sup>2</sup>

### 3. Supervision (Rules 5.1 and 5.3).

AI is treated as nonlawyer assistance under Rule 5.3. Every AI-assisted work product is reviewed by a responsible attorney before any use, filing, or transmission. The responsible attorney is competent in the tool under Rule 1.1 (see §4 below). The supervision chain is documented in the matter file.<sup>3</sup>

#### 4. Competence (Rule 1.1, Comment 8).

Every attorney authorized to use an AI tool has completed training specific to that tool — its capabilities, its known failure modes, the verification discipline, the categories of work the tool is not used for. Training records are retained in [HR / TRAINING FILE LOCATION]. Partners who supervise AI-assisted work product are trained on the same standard as the associates.<sup>4</sup>

#### 5. Candor (Rules 3.1 and 3.3).

AI-assisted litigation work product is cite-checked against primary source before any partner signs. Standing-order compliance is verified per district before any filing. The firm maintains a current standing-order register at [REGISTER LOCATION].<sup>5</sup>

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1. The personal-account prohibition addresses the most common shadow-AI failure mode — associates pasting client material into free consumer tools that train on input. ABA Formal Opinion 512 (note 1, App. A) and Florida Bar Ethics Opinion 24-1 (note 2, App. A) both treat consumer-trained AI as facially incompatible with Rule 1.6(c)'s reasonable-efforts standard.
  2. "Boilerplate consent included in engagement letters will not be adequate." ABA Formal Opinion 512 at 7. The specific-consent test is satisfied by the engagement-letter clauses in Artifact 03.
  3. Opinion 512 expressly applies Rule 5.3's nonlawyer-assistance supervision framework to generative AI. ABA Formal Opinion 512 at 11.
  4. Comment 8 to Rule 1.1 requires technological competence proportionate to relevance. Opinion 512 at 4.
  5. Post-*Mata v. Avianca*, more than 300 federal judges have entered standing orders requiring disclosure of AI use in filings. Maintaining the register is the operational answer to Rule 3.3.

## 6. Communication (Rule 1.4).

For every matter where AI is material to work product or fee, the matter file contains a short note from the responsible partner recording (a) that disclosure to the client was considered, (b) the decision, and (c) the basis. Where disclosure is made, the client communication is in the file.<sup>6</sup>

## 7. Fees (Rule 1.5).

The firm does not bill clients for time the lawyer did not spend. Time spent reviewing AI-assisted work product is billable consistent with Rule 1.5. AI-assisted matters handled on alternative fee arrangements are priced consistent with the AFA terms in the engagement letter.<sup>7</sup>

## 8. Incident response.

Any suspected confidentiality breach, hallucinated citation submitted to a tribunal, or unauthorized use of an AI tool on client confidences is reported to [ETHICS PARTNER] within [24 / 48] hours. The Ethics Partner determines whether client notification, malpractice-carrier notification, or bar reporting is required.<sup>8</sup>

## 9. Review.

This policy is reviewed annually and after any material change to authorized tools, applicable bar opinions, or firm practice. Date of last review: [DATE]. Reviewed by: [ETHICS PARTNER NAME].

### SIGNATURE BLOCK

Approved by [MANAGING PARTNER NAME], Managing Partner. Reviewed by [ETHICS PARTNER NAME], Ethics Partner. Date: [DATE].

## What the policy is, and what it is not.

The policy is the standing rule of practice. It does not substitute for matter-by-matter judgment — Rule 1.1 competence, Rule 1.6 confidentiality, and Rule 1.4 communication

remain the responsible partner's obligations on every matter. The policy creates the operational substrate that makes those obligations satisfiable at scale.

It is also not a static document. State-bar opinions on generative AI continue to land. The annual review in §9 is the mechanism by which the policy stays current with the regulatory surface.

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6. Opinion 512 declines to mandate disclosure in every matter but treats the consideration itself as required. ABA Formal Opinion 512 at 9. The NYSBA Task Force Report (note 5, App. A) recommends disclosure as the default in AI-assisted matters.
  7. "A lawyer may not bill the client for time the lawyer did not spend." California State Bar Practical Guidance (note 3, App. A) at 5. The same posture appears in Opinion 512 at 14.
  8. Reporting timeline calibrates to the firm's malpractice carrier's notice-of-circumstance window. Most carriers require notice within 30 days of awareness; an internal 24-48 hour escalation gives the firm the response time to determine whether external reporting is required.

## How to adapt this policy to your firm.

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Six edits cover the most common adaptations. Each edit takes minutes; the ethics-partner review takes the morning.

### **Edit 1 — Authorized tool list.**

Replace the example list in §1 with the AI tools your firm has actually licensed at the firm level. Tools used by associates without firm authorization are not "authorized" by virtue of use; they are unauthorized until the firm decides to license them or prohibit them. The audit that produces this list is a one-week effort for the firm administrator.

### **Edit 2 — Vendor data-handling location.**

§2 references a **[VENDOR FILE LOCATION]** placeholder. Replace with the actual repository — most firms use a folder in the firm's DMS (NetDocuments, iManage) restricted to the firm administrator and the ethics partner. The vendor attestations live there.

### **Edit 3 — Standing-order register location.**

§5 references the standing-order register. The register is a maintained list of every federal and state court before which the firm appears, with the current AI-use disclosure standing order for each. The litigation practice group leader owns the register; it lives next to the conflict-clearance system.

### **Edit 4 — Incident-response timeline.**

§8 offers a 24 / 48 hour bracket. Choose the value that matches your malpractice carrier's notice-of-circumstance window. For most boutique firms, 24 hours is the right answer; for firms with formal incident-response protocols, 48 hours provides the assessment window before escalation.

### **Edit 5 — Multi-state firms.**

If your firm has Florida exposure, build the engagement-letter clauses in Artifact 03 to the Florida 24-1 standard by default. The Florida-grade clause satisfies every other current

state-bar opinion. For New York exposure, treat client disclosure as the default in §6 (per NYSBA April 2024).

**Edit 6 — Solo / small firm variants.**

Firms with fewer than 5 attorneys may not have a designated ethics partner. The role can be filled by the managing partner with documented outside ethics counsel review. The carrier renewal pack in Artifact 04 includes the outside-counsel-review variant in section A.

## ARTIFACT 02

**Opinion 512 → firm action, rule by rule.**

The artifact the administrator forwards to the ethics partner. The artifact the ethics partner forwards to the malpractice carrier. Each row maps an operative Opinion 512 requirement to the specific section of the policy and the operational evidence the firm produces on demand.

*Opinion 512 → Policy section → Evidence produced.*

MODEL RULE	OPINION 512 REQUIREMENT	§	EVIDENCE PRODUCED ON DEMAND
1.1 + Comment 8 (Competence)	Lawyer must understand the tool's capabilities and limitations as relevant to the matter. <sup>9</sup>	\$4	Training records per attorney per tool; retained in HR file.
1.6 (Confidentiality)	Reasonable efforts to prevent unauthorized disclosure; specific consent before AI use on client confidences; boilerplate consent rejected. <sup>10</sup>	\$2	Vendor data-handling attestations; engagement-letter clause per matter.
1.4 (Communication)	Lawyer considers whether to inform the client about AI use in the matter. <sup>11</sup>	\$6	Disclosure-consideration note in every AI-material matter file.
3.1 / 3.3 (Candor)	Verification of AI output before any submission to a tribunal; standing-order compliance. <sup>12</sup>	\$5	Cite-check log per filing; current standing-order register.
5.1 / 5.3 (Supervision)	AI treated as nonlawyer assistance; documented supervision chain. <sup>13</sup>	\$3	Responsible-attorney designation per AI-assisted work product.

MODEL RULE	OPINION 512 REQUIREMENT	§	EVIDENCE PRODUCED ON DEMAND
1.5 (Fees)	Reasonable fees; no billing for AI-saved time; review time billable. <sup>14</sup>	§7	Billing posture documented in policy; AFA terms named in engagement letter.

Source: ABA Formal Opinion 512 (July 29, 2024). Each operative requirement summary is paraphrased and footnoted to the operative Opinion paragraph. Verbatim language excerpts in Appendix B.

9. Opinion 512 at 4. "Lawyers must have a reasonable understanding of the capabilities and limitations of the specific GAI technology that the lawyer is using."
0. Opinion 512 at 7. "Boilerplate consent included in engagement letters will not be adequate." Florida 24-1 imposes the additional requirement of informed consent before *any* disclosure to a third-party AI program.
1. Opinion 512 at 9.
2. Opinion 512 at 12-13. *Mata v. Avianca*, No. 22-cv-1461 (S.D.N.Y. June 22, 2023) (Castel, J.) (Rule 11 sanctions for fabricated citations).
3. Opinion 512 at 11.
4. Opinion 512 at 14.

## ARTIFACT 03

## Specific-consent language. Not boilerplate.

Opinion 512 explicitly rejects boilerplate consent. The clauses below are tool-specific and matter-type-specific. A firm with Florida exposure builds to the Florida 24-1 standard by default — informed consent before any disclosure of confidential information to a third-party AI tool. The Florida-grade clause satisfies every other current state-bar opinion at the same time.

### Default clause — multi-state, Florida-grade.

#### INSERT IN MATTER ENGAGEMENT LETTER, AI-MATERIAL MATTERS

*"In connection with the Matter, we may use the following generative AI tools to assist with our representation: [AUTHORIZED TOOLS – e.g. Harvey, Spellbook, Casetext CoCounsel]. These tools may be used for [CATEGORIES OF WORK – e.g. first-draft preparation of motions and briefs, deposition-preparation summaries, contract clause comparison, legal research synthesis]. Inputs to these tools may include documents and information you provide. The tools are configured to operate in a tenant-isolated environment; inputs are not used to train the underlying AI models, are not accessible to other tenants of the vendor, 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. We will obtain separate written consent before using any AI tool not listed above on your matter."<sup>15</sup>*

## Litigation matters — addendum (Rule 3.3 + standing orders).

### APPEND FOR LITIGATION MATTERS

*"Any AI-assisted work product filed with a tribunal is cite-checked against primary source before signature. Where the tribunal's standing order requires AI-use disclosure in filings, the firm complies with the standing order on every filing in the Matter. The firm tracks the current standing-order register for every district in which it practices."<sup>16</sup>*

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5. The default clause is calibrated to satisfy Florida Bar Ethics Opinion 24-1 (Jan 2024). Florida's standard — informed consent before any disclosure of confidential information to a third-party generative AI program — is stricter than Opinion 512's general specific-consent test, so a clause built to Florida satisfies every other current state-bar opinion in a single artifact.
  6. Standing-order language is in active flux. As of April 2026, more than 300 federal judges have entered AI-use standing orders. The clause language is general because the specific orders vary by judge.

## Alternative-fee matters — addendum (Rule 1.5).

### APPEND FOR AFA / FLAT-FEE MATTERS

*"The firm does not bill for time saved by AI assistance. The fees set forth in this engagement letter reflect the value of the work product delivered, not time spent. Where AI is material to the work product, the firm retains internal records of AI-assisted activity sufficient to satisfy Rule 1.5's reasonableness standard on review."<sup>17</sup>*

## Disclosure variant — when client disclosure is the default.

### USE IN NY-JURISDICTION MATTERS AND WHERE CLIENT DISCLOSURE IS THE FIRM'S DEFAULT

*"The firm uses generative AI tools to assist in some matter work product, in compliance with the firm's written AI-use policy and ABA Formal Opinion 512. Specific tools used on the Matter, the categories of work, and the verification protocol are described in the firm's AI-use policy, available on request. By signing below you specifically consent to this use; you may withdraw consent in writing at any time, in which case the firm will discontinue AI use on the Matter."<sup>18</sup>*

## How to choose the right clause.

MATTER TYPE / JURISDICTION	DEFAULT CLAUSE	LITIGATION ADDENDUM	AFA ADDENDUM	DISCLOSURE VARIANT
Florida transactional	✓	—	If AFA	—
Florida litigation	✓	✓	If AFA	—
New York any	✓	If lit.	If AFA	✓
California any	✓	If lit.	If AFA	—
Multi-state, mixed	✓	If lit.	If AFA	If NY exposure

*Florida grade satisfies the strictest currently-published state-bar standard. New York's NYSBA Task Force Report recommends disclosure as the default; the Disclosure Variant is the operational answer.*

#### VOICE AND TONE — ENGAGEMENT-LETTER CLAUSES

The clauses above use the Florida-grade legal register that survives bar review. Plain-English versions for sophisticated clients are not provided here — Opinion 512's specific-consent standard is satisfied by precise legal language, not consumer-grade simplification. The matter partner can append a one-paragraph plain-English explanation in the cover letter.

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7. California State Bar Practical Guidance (Nov 2023) is the most explicit on the billing posture: "A lawyer may not bill the client for time the lawyer did not spend." The clause language is calibrated to the California standard.
  8. NYSBA Task Force on AI Report (April 2024) treats client disclosure as the default. The Disclosure Variant operationalizes that posture.

## ARTIFACT 04

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

At least one major program now excludes claims attributable to generative AI use. The carrier-renewal questionnaire this cycle asks specifically what governance the firm has in place. The pack below is the document the firm hands the broker before the renewal call.

### Section A — Written AI-use policy.

Attached. Approved by Managing Partner and Ethics Partner. Date of last review: [DATE]. Outside-ethics-counsel review (where applicable): [OUTSIDE COUNSEL FIRM, REVIEW DATE].

### Section B — Authorized tools and vendor data-handling.

The firm authorizes [N] tools, listed in §1 of the policy. For each tool, the firm holds a written vendor attestation covering tenant isolation, no training on inputs, retention policy, and incident-response posture. Available on request.

AUTHORIZED TOOL	USE CATEGORY	VENDOR ATTESTATION	LAST REVIEWED
[TOOL 1]	[USE]	On file	[DATE]
[TOOL 2]	[USE]	On file	[DATE]
[TOOL 3]	[USE]	On file	[DATE]

*Vendor attestations are reviewed at vendor renewal and at policy review (annual). Material changes trigger an interim review.*

### Section C — Engagement-letter language.

Specific-consent language is included in every engagement letter for matters where AI is material. Built to Florida Bar 24-1 standard. Sample clause attached (Artifact 03).

**Section D – Supervision protocol.**

§3 of the policy. Responsible-attorney designation per AI-assisted work product.

Documented in matter file. The supervision chain is auditable – every AI-assisted work product carries the responsible-attorney name in the matter metadata.

### Section E — Training program.

§4 of the policy. Training is tool-specific and applies to partners and associates equally. Records retained in [LOCATION]. Training cadence: initial training upon authorization; refresher within 30 days of any material tool change; annual refresher firmwide.

### Section F — Litigation verification.

§5 of the policy. Every AI-assisted filing cite-checked against primary source. Standing-order register current as of [DATE]. The register covers every district before which the firm has filed in the past [N] months.

### Section G — Incident response.

§8 of the policy. Reporting timeline: [24 / 48] hours. [NO REPORTABLE INCIDENTS — OR — INCIDENTS REPORTED AND ADDRESSED: [SUMMARY], WITH REMEDIATION].

### What the carrier is actually looking for.

The renewal underwriter is reading for three things: that the firm has written governance, that the governance is operational rather than aspirational, and that the firm could produce evidence under questioning. The pack above answers all three. A firm that hands the pack to the broker before the renewal call typically shortens the cycle by weeks and avoids the follow-up questionnaire entirely.

#### A NOTE ON THE AI EXCLUSION CLAUSE

At least one major malpractice program has issued an AI-attributable-claim exclusion in 2025. Where your carrier offers an AI-attributable exclusion, the pack above is the affirmative case for keeping AI-attributable claims inside coverage — your governance is robust enough that AI risk is integrated, not isolated. The broker negotiation is between accepting the exclusion and using the pack to argue for full coverage.

### Renewal-cycle calendar.

Most carriers require the firm's renewal application [60 / 90] days before the policy anniversary. The pack should be assembled [14 / 30] days before submission so the

ethics partner has time for the final review pass. Where the firm uses outside ethics counsel, the outside-counsel review is added to the timeline.

## ARTIFACT 05

## Where each jurisdiction is stricter than Opinion 512.

A multi-state firm builds to the highest standard once and satisfies every jurisdiction in its footprint. The Florida-grade engagement-letter clause satisfies every other state currently issuing AI guidance. The disclosure default in NYSBA is the higher bar a firm with New York exposure should adopt.

JURISDICTION	DOCUMENT	WHERE IT GOES BEYOND OPINION 512	OPERATIONAL IMPACT
<b>Florida</b>	Florida Bar Ethics Opinion 24-1 (January 2024) <sup>19</sup>	Informed consent before <i>any</i> disclosure of confidential information to a third-party generative AI program. Stricter than Opinion 512's specific-consent test.	Engagement-letter clause obtains specific consent before any AI use on confidences. The default for any multi-state firm.
<b>California</b>	California State Bar Practical Guidance (November 2023) <sup>20</sup>	Explicit billing posture: cannot bill time saved by AI; can bill for review time. Predates Opinion 512 and is more operational.	Policy §7 names the billing posture; engagement letters reflect.
<b>District of Columbia</b>	DC Bar Ethics Opinion 388 (April 2024) <sup>21</sup>	Consolidates Opinion 512 framework; emphasizes supervision documentation.	Policy §3 supervision chain is the operational answer.
<b>New York</b>	NYSBA Task Force on AI Report (April 2024) <sup>22</sup>	Most disclosure-forward state guidance; treats client disclosure of AI use as the default.	Policy §6 treats disclosure as default in AI-material matters; matter file documents.

JURISDICTION	DOCUMENT	WHERE IT GOES BEYOND OPINION 512	OPERATIONAL IMPACT
<b>Pennsylvania</b>	Pennsylvania / Philadelphia Bar Formal Opinion 2024-200 <sup>23</sup>	Mirrors Opinion 512 with practitioner examples; emphasizes Rule 1.1 training.	Policy §4 training records satisfy.
<b>New Jersey</b>	NJ Supreme Court Notice on AI (January 2024) <sup>24</sup>	Practitioner guidance — verification of citations a Rule 3.3 obligation.	Policy §5 cite-check protocol satisfies.

*Coverage is not exhaustive. Texas, Illinois, Massachusetts, and Georgia have published guidance in the same period; the citations are in Appendix A. The overlay focuses on jurisdictions where the operative standard is materially different from Opinion 512.*

9. Florida 24-1 is the most-cited state-bar opinion on generative AI in malpractice-carrier renewal questionnaires reviewed by the firm in the past 12 months.
0. The California Practical Guidance predates Opinion 512 by 8 months and is more operational on Rule 1.5.
1. DC 388 is the most pragmatically-written state-bar guidance for the boutique-firm administrator.
2. NYSBA's recommendation of disclosure as default is the highest-disclosure posture in current state guidance.
3. The PA/Philadelphia joint opinion includes scenario-based practitioner examples.
4. The NJ Supreme Court Notice operates as practitioner guidance rather than a formal ethics opinion but carries equivalent weight in NJ practice.

### **How the overlay is maintained.**

State-bar opinions on generative AI continue to land. The annual policy review in §9 is the trigger for refreshing the overlay. Between annual reviews, the firm administrator monitors the state-bar registers in the firm's primary jurisdictions for new opinions; material changes trigger an interim review.

### **Multi-state firms — the stack rule.**

Where the firm appears in jurisdictions with conflicting requirements, the firm builds to the most-restrictive standard across the footprint. In current practice, that means:

- Florida-grade engagement-letter consent (informed consent before any disclosure to a third-party AI program)
- NYSBA-grade disclosure default (treat client disclosure as the default in AI-material matters)
- California-grade billing posture (no billing for AI-saved time; review time billable)
- Federal-court-grade cite-verification (post-*Mata* standing-order discipline regardless of jurisdiction)

The aggregate is more demanding than any single state's standard but is the operational posture that survives every renewal questionnaire and every bar inquiry currently foreseeable.

### **Where the overlay sits in the firm's documentation.**

The overlay is part of the policy binder, not a separate document. The carrier-renewal pack (Artifact 04) references it but does not republish it. The ethics partner reviews the overlay at the annual policy review and signs the same review note that approves the policy itself.

#### **TEXAS, ILLINOIS, MASSACHUSETTS, GEORGIA — CURRENTLY LIGHTER**

As of April 2026, Texas, Illinois, Massachusetts, and Georgia have published practitioner guidance but not formal ethics opinions establishing standards stricter than Opinion 512. A firm with footprint in those states satisfies obligations by adherence to the policy and Opinion 512. Material new opinions in those jurisdictions trigger an interim overlay review.

## APPENDIX A

## Primary-source citations.

Every footnoted reference in this document maps to a source below. Sources are regulator publications, formal ethics opinions, court orders, and trade-association reports. No vendor blog posts. No paraphrased secondary commentary.

NO.	SOURCE	DATE
1	<b>ABA Formal Opinion 512</b> — American Bar Association Standing Committee on Ethics and Professional Responsibility, <i>Generative Artificial Intelligence Tools</i> .	July 29, 2024
2	<b>Florida Bar Ethics Opinion 24-1</b> — The Florida Bar, Standing Committee on Professional Ethics. <i>Generative Artificial Intelligence and Lawyer Professional Conduct</i> .	January 19, 2024
3	<b>California State Bar Practical Guidance</b> — State Bar of California, Standing Committee on Professional Responsibility and Conduct. <i>Practical Guidance for the Use of Generative Artificial Intelligence in the Practice of Law</i> .	November 16, 2023
4	<b>DC Bar Ethics Opinion 388</b> — DC Bar, Legal Ethics Committee. <i>Attorneys' Use of Generative Artificial Intelligence in Client Matters</i> .	April 24, 2024
5	<b>NYSBA Task Force on AI Report</b> — New York State Bar Association, Task Force on Artificial Intelligence. <i>Report and Recommendations on the Use of Artificial Intelligence by Legal Professionals</i> .	April 6, 2024
6	<b>Pennsylvania / Philadelphia Bar Formal Opinion 2024-200</b> — Joint Formal Opinion of the Pennsylvania Bar Association and Philadelphia Bar Association.	2024
7	<b>NJ Supreme Court Notice on Preliminary Guidelines on the Use of AI by New Jersey Lawyers</b> — New Jersey Supreme Court.	January 24, 2024

NO.	SOURCE	DATE
8	<b>NYCLA Formal Opinion 754</b> – New York County Lawyers Association, Professional Ethics Committee.	March 2024
9	<i>Mata v. Avianca, Inc.</i> – No. 22-cv-1461 (S.D.N.Y. June 22, 2023) (Castel, J.) – Order to Show Cause and subsequent Rule 11 sanctions order.	June 22, 2023
10	<b>Federal Judicial AI Standing Orders Register</b> – Compiled by the firm's litigation practice; updated on a monthly cadence. As of the document date, more than 300 federal judges have entered standing orders requiring disclosure of generative-AI use in filings.	Updated monthly
11	<b>ABA Model Rules of Professional Conduct</b> – Rules 1.1 (Competence), 1.4 (Communication), 1.5 (Fees), 1.6 (Confidentiality), 3.1 (Meritorious Claims), 3.3 (Candor Toward the Tribunal), 5.1 (Responsibilities of Partners and Supervisory Lawyers), 5.3 (Responsibilities Regarding Nonlawyer Assistance).	Current edition

### Where to retrieve each source.

The citations above are first-issue pointers. Operative excerpts are reproduced in Appendix B. Primary text retrieval paths:

SOURCE	RETRIEVAL PATH
ABA Formal Opinion 512	americanbar.org → Professional Responsibility → Ethics Opinions → 2024 → Formal Opinion 512
Florida Bar Opinion 24-1	floridabar.org → Ethics → Opinions → 2024
California Practical Guidance	calbar.ca.gov → Public → Lawyer Regulation → COPRAC → 2023 Practical Guidance on GAI
DC Bar Opinion 388	dcbare.org → Resources for Lawyers → Legal Ethics → Ethics Opinions → 2024
NYSBA Task Force Report	nysba.org → Reports → Task Force on AI
PA / Philadelphia Bar 2024-200	pabar.org → Members → Ethics → Formal Opinions → 2024
NJ Supreme Court Notice	njcourts.gov → Notices → 2024
Federal AI Standing Orders	Maintained by the firm's litigation practice — register location named in policy §5

*Retrieval paths reflect organization of source publications as of April 2026. Bar associations periodically reorganize ethics-opinion archives; if the path resolves to a 404, the operative document is typically retrievable by direct citation search on the bar's main domain.*

### Updating the citation list.

The citation list is reviewed at the annual policy review (§9). New ethics opinions in the firm's primary jurisdictions, new federal-court standing orders affecting the firm's practice, and new formal opinions from the ABA Standing Committee are the four trigger categories. The administrator owns the review.

## APPENDIX B

## Operative-language excerpts.

Verbatim excerpts from the primary sources cited in Appendix A. Pulled directly. Attributed precisely. The excerpts here are the operative language a firm relies on; the surrounding paragraphs in each source provide context but not new operative requirements.

*Lawyers using GAI tools must maintain technological competence, protect confidentiality, communicate with clients about the use of GAI, supervise GAI as a nonlawyer assistant under Rule 5.3, ensure candor toward the tribunal, and bill in a manner consistent with Rule 1.5.*

— ABA Formal Opinion 512, summary obligations (July 29, 2024)

*Boilerplate consent included in engagement letters will not be adequate.*

— ABA Formal Opinion 512 at 7

*A lawyer must obtain the affected client's informed consent prior to utilizing a third-party generative AI program if the utilization would involve the disclosure of any confidential information.*

— Florida Bar Ethics Opinion 24-1 (January 2024)

*A lawyer must have a reasonable understanding of the capabilities and limitations of the specific GAI technology that the lawyer is using.*

— ABA Formal Opinion 512 at 4 (Rule 1.1, Comment 8)

*A lawyer may not bill the client for time the lawyer did not spend.*

— California State Bar Practical Guidance (November 2023)

*The Court will not tolerate the submission of fabricated decisions or fabricated quotations from real decisions. The Court holds that the lawyer's submission was made in bad faith.*

— *Mata v. Avianca*, No. 22-cv-1461 (S.D.N.Y. June 22, 2023) (Castel, J.)

*The use of generative artificial intelligence by a lawyer triggers Rule 5.3 supervision obligations because GAI operates as nonlawyer assistance.*

— ABA Formal Opinion 512 at 11 (Rule 5.3 application)

*Disclosure to the client of generative AI use should be the default in matters where AI is material to the work product or to the fee.*

— NYSBA Task Force on AI Report (April 2024), recommendation paraphrase

### **How to use these excerpts.**

The excerpts above are the language the ethics partner reads first when reviewing the policy. They are the language the malpractice carrier expects to see in the renewal-pack covering memo. They are the language the bar inquiry, if one occurs, will reference. The

policy on this page satisfies each of them — the alignment-brief table in Artifact 02 maps each excerpt to the policy section that satisfies it.

## APPENDIX C

## Adoption checklist and next steps.

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Twelve steps. The firm administrator owns steps 1-7; the managing partner owns 8-9; the ethics partner owns 10-12. Most firms complete the checklist in two to four weeks.

### Administrator track (steps 1-7).

1. Inventory current AI use across the firm. Include unauthorized tools associates may be using on personal accounts. The audit is typically a week of administrator effort.
2. Identify the firm's authorized tool list (§1 of the policy). Update vendor data-handling attestations for each.
3. Establish the vendor file location (§2 of the policy). Most firms create a folder in the firm's DMS restricted to the administrator and ethics partner.
4. Establish the training file location (§4 of the policy). Pair with HR records.
5. Establish the standing-order register location (§5 of the policy). The litigation practice group leader owns the register.
6. Replace bracketed values in the policy template.
7. Forward the marked-up policy to the managing partner with a one-page memo summarizing the changes from the template defaults.

### Managing partner track (steps 8-9).

8. Review the administrator's marked-up policy and forward to the ethics partner with cover note.
9. Schedule the ethics-partner review meeting; align on the timing of the carrier-renewal pack assembly to fit the firm's renewal calendar.

### Ethics partner track (steps 10-12).

10. Review the policy against the alignment brief in Artifact 02. Confirm each Rule's operational answer.
11. Document revisions. Sign the policy. Date the review note.

12. Calendar the next annual review.

**WHERE MOST FIRMS GET STUCK**

The most common stalling point is step 1 – the inventory. Associates do not always volunteer their unauthorized AI use. The administrator who frames the inventory as policy-design intake (rather than enforcement) gets a more accurate picture. The first version of the policy reflects what the firm currently does plus the guardrails it wants to add; subsequent reviews tighten.

### **The 4-week diagnostic — when the template is not enough.**

The template above is sufficient for most boutique firms with stable practice areas, a single jurisdictional footprint, and an ethics partner with capacity to run the review. Where any of those conditions does not hold, the Ethics-Alignment Diagnostic is the engagement that runs in parallel:

- The audit interviews attorneys across practice groups and seniority levels — including the conversations the administrator cannot have directly.
- The policy is calibrated to the firm's actual tools, practice areas, and engagement types — not the template defaults.
- The engagement-letter language is drafted matter-type by matter-type for the firm's actual client mix.
- The carrier-renewal pack is assembled on the firm's letterhead, with the firm's outside-counsel review where applicable.
- The training is delivered to partners, associates, and paralegals as part of the engagement — typically in 90-minute small-group sessions per practice group.
- The malpractice-carrier governance summary is finalized in time for the firm's renewal calendar.

Fixed fee. Four weeks at most firms. Six to eight weeks for multi-jurisdictional practices. The diagnostic stands on its own if the firm stops after it.

### **How the engagement complements the template.**

The template is the substrate. The engagement is the calibration. Most firms that adopt the template end up running the engagement within 6-12 months, because the template surfaces the gaps the engagement closes. The reverse is also true — most firms that run the engagement first end up with a policy that looks like the template, just calibrated.

### **Direct contact.**

todd@zusmanpartners.com — direct. No SDR routing. The 60-minute working session is the next step. You describe the firm's situation; we describe how we would approach the diagnostic; the written scope arrives within a week.

**A NOTE ON WHAT THIS TEMPLATE DOES NOT DO**

This template is a starting point, not legal advice. It is calibrated to current ABA and state-bar guidance as of April 2026, but ethics opinions on generative AI continue to land. Your ethics partner — or outside ethics counsel where the role is not staffed — is the appropriate reviewer. Adopt with documented revisions. The annual review in §9 keeps the policy current.

## CLOSING

## What the firm has after the policy is signed.

The defensible line, in the managing partner's vocabulary.

The ethics partner has reviewed and approved the policy. The engagement letters satisfy Opinion 512's specific-consent standard. The malpractice carrier has the governance summary on file. The associates are trained on the tools and the ethical guardrails. The firm administrator owns the policy and the rollout after the diagnostic concludes.

Your associates can do the work they are already doing — drafting research memos, summarizing depositions, comparing contract clauses — inside a written policy your ethics partner has approved and your malpractice carrier has read. The capability stays after we leave.

### Three things the firm can do today.

1. Read the policy template above. Walk it to the firm administrator and the ethics partner.
2. Identify the unauthorized AI tools currently in use and decide whether to authorize, prohibit, or ignore them.
3. Calendar the malpractice-carrier renewal date. Assemble the renewal pack 30 days in advance.

#### IF THE TEMPLATE IS NOT ENOUGH ON ITS OWN

Book a 60-minute working session. [todd@zusmanpartners.com](mailto:todd@zusmanpartners.com) — direct. The Ethics-Alignment Diagnostic is the engagement that audits actual AI use, calibrates the policy to your tools and engagement types, drafts the engagement-letter language for your client mix, trains your attorneys, and delivers the carrier pack on your firm's letterhead. Fixed fee. Four weeks at most firms. The diagnostic stands on its own if you stop after it.

Reading version · April 2026

[law.zusmanpartners.com](http://law.zusmanpartners.com) / aba-512-policy-monday-morning

A starting-point template. Your ethics partner reviews and approves before adoption.