

## ARTIFACT 01 — THE 1-PAGE FIRM AI-USE POLICY

**[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]. 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.

**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.

**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 (§4). The supervision chain is documented in the matter file.

**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.

**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].

**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.

**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.

**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.

**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].

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

Anchored to ABA Formal Opinion 512 (July 29, 2024); Florida Bar Ethics Opinion 24-1 (Jan 2024); California State Bar Practical Guidance (Nov 2023); DC Bar Opinion 388 (Apr 2024); NYSBA Task Force on AI Report (Apr 2024); PA / Philadelphia Bar Formal Opinion 2024-200. Full sources and operative-language excerpts in the 35-page reading version at [law.zusmanpartners.com/aba-512-policy-monday-morning](http://law.zusmanpartners.com/aba-512-policy-monday-morning). A starting-point template — the ethics partner reviews and approves before adoption.

ARTIFACT 02 — THE 1-PAGE OPINION 512 ALIGNMENT BRIEF

# 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.

MODEL RULE	OPINION 512 REQUIREMENT	§	EVIDENCE THE FIRM PRODUCES ON DEMAND
1.1 + Cmt 8 Competence	Lawyer must understand the tool's capabilities and limitations as relevant to the matter.	§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. <b>Boilerplate consent rejected.</b>	§2	Vendor data-handling attestations on file; engagement-letter clause per matter.
1.4 Communication	Lawyer considers whether to inform the client about AI use in the matter.	§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 per district.	§5	Cite-check log per filing; current standing-order register.
5.1 / 5.3 Supervision	AI treated as nonlawyer assistance; documented supervision chain.	§3	Responsible-attorney designation per AI-assisted work product.
1.5 Fees	Reasonable fees; no billing for AI-saved time; review time billable.	§7	Billing posture documented in policy; AFA terms named in engagement letter.

**HOW TO FORWARD**                      The administrator forwards both pages of this sheet to the managing partner. The managing partner forwards to the ethics partner. The ethics partner forwards to the malpractice carrier broker. Each link in the forward chain receives a self-contained artifact — no cover note required.

### THREE QUOTES FROM THE REGULATORS

*Boilerplate consent included in engagement letters will not be adequate when AI tools involve disclosure of client confidences.*  
 — ABA Formal Opinion 512 (July 29, 2024)

*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 may not bill the client for time the lawyer did not spend.*  
 — California State Bar Practical Guidance (November 2023)

Companion to the 1-page policy on the front. The 35-page reading version with operative-language excerpts and full primary-source citations is at [law.zusmanpartners.com/aba-512-policy-monday-morning](http://law.zusmanpartners.com/aba-512-policy-monday-morning). The Ethics-Alignment Diagnostic — fixed-fee 4-week engagement that calibrates the policy to your firm's tools, drafts the engagement-letter language, trains the attorneys, and delivers the carrier pack on your letterhead — is at [law.zusmanpartners.com/law-firms/ethics-diagnostic](http://law.zusmanpartners.com/law-firms/ethics-diagnostic). Direct: [todd@zusmanpartners.com](mailto:todd@zusmanpartners.com).