

American Academy of Matrimonial Lawyers

OHIO CHAPTER

2026 Harold R. Kemp Annual Family Law Symposium

Getting Paid (*Ethically*)!

SEMINAR MATERIALS

PRESENTED BY

George D. Jonson

Montgomery Jonson LLP

S. Scott Haynes

Haynes Kessler Myers & Postalakis

Zachary D. Smith

Zachary D. Smith, LLC

Monday, October 12, 2026 | 2:00 – 3:30 p.m.

The Fawcett Center @ OSU · 2400 Olentangy River Road · Columbus, Ohio 43210

Table of Contents

Presenter Biographies.....	3
-----------------------------------	----------

Getting Paid — Ethically!.....	4–12
---------------------------------------	-------------

Fee Agreement Provisions for Ohio Family Law Attorneys

1. Interest on Past-Due Balances.....	4
2. Increasing the Hourly Rate During the Representation.....	4
3. Flat Fees.....	5
4. À La Carte Flat Fees for Discrete Projects Followed by Hourly Billing.....	5
5. Advance Fee Deposits and Replenishment Requirements.....	6
6. A Mortgage or Other Security Interest to Secure Fees.....	6
7. Different Billing Rates for Lawyers and Paralegals.....	7
8. Client Responsibility for Litigation and Case Expenses.....	7
9. Credit-Card Payment of Fees.....	8
10. Credit-Card Merchant Account(s).....	8
11. Credit-Card Fees.....	8
12. Letters of Protection.....	8
13. Document Retention Policy.....	9
14. Closing Letter.....	9
15. Nonpayment as Grounds to Seek Withdrawal.....	10
16. Defining and Limiting the Scope of the Representation.....	10
17. A Provision Family Lawyers Cannot Use: Contingent Domestic-Relations Fees.....	10
The Fee Agreement Is Not a Magic Wand.....	11
Family-Law Fee Agreement Review Checklist.....	11
Selected Ohio Authorities.....	11

Smart Tools, Sound Ethics.....	13–28
---------------------------------------	--------------

Artificial Intelligence in Ohio Family Law Practice

1. Using Generative AI in a Family-Law Practice.....	14
2. Entering Client Information into an AI Tool.....	15
3. Telling the Client About AI Use and Obtaining Consent.....	16
4. Billing Hourly for AI-Assisted Work.....	17
5. Charging the Client for the Cost of the AI Tool.....	17
6. Possible Solutions: Getting Paid Fairly for AI-Assisted Work.....	18
7. Filing AI-Assisted Work with the Court.....	20
8. Using AI as a Starting Point for Analysis and Drafting.....	21
9. Supervising Lawyers, Staff, and AI Vendors.....	22
10. Advising Clients About Their Own Use of AI.....	23
11. Practical Family-Law Uses.....	24
12. A Practice Family Lawyers Should Not Use: Confidential Client Information in Free or Public AI Tools.....	25
A Note for Magistrates and Judges.....	26
AI Is Not a Magic Wand — or an Excuse.....	26
Family-Law AI Use Checklist.....	27
Selected Authorities.....	28

Sample Client File Document Retention Policy.....	29
--	-----------

Presenter Biographies

George D. Jonson

Partner, Montgomery Jonson LLP, Cincinnati, Ohio

George D. Jonson is a partner at Montgomery Jonson LLP in Cincinnati. He represents lawyers in professional liability claims, attorneys and judges in disciplinary proceedings, and bar applicants in character and fitness proceedings, and he advises lawyers and judges on ethics. He received the OSBA's Eugene R. Weir Award for Ethics and Professionalism in 2014 and the Cincinnati Bar Association's John P. Kiely Professionalism Award in 2025. He has served on the CBA's Ethics & Professional Responsibility and Fee Arbitration Committees for more than 20 years. J.D., University of Cincinnati College of Law; B.A., Miami University.

S. Scott Haynes

Shareholder, Haynes Kessler Myers & Postalakis, Columbus, Ohio

S. Scott Haynes is a shareholder at Haynes Kessler Myers & Postalakis in Columbus. He is an OSBA Board Certified Family Law Specialist and a Fellow of the American Academy of Matrimonial Lawyers, as well as an AAML Certified Mediator and Certified Arbitrator. He is trained in collaborative divorce and has served as President of the Ohio Academy of Collaborative Divorce Professionals. He sits on the Advisory Board of The Domestic Relations Journal of Ohio and lectures frequently to judges, magistrates, and lawyers on spousal support, child support, and alternative dispute resolution. Admitted in Ohio, 1992. J.D., Capital University Law School; B.A., Miami University.

Zachary D. Smith

Owner, Zachary D. Smith, LLC, Cincinnati, Ohio

Zachary D. Smith is the owner and founder of Zachary D. Smith, LLC in Cincinnati, Ohio. His practice consists of contested family law matters in the State of Ohio and the Commonwealth of Kentucky, with an emphasis on financially complex divorces. He is an OSBA Certified Family Relations Law Specialist, a Fellow of the American Academy of Matrimonial Lawyers, a Fellow of the American Bar Foundation, and a Fellow of the International Academy of Family Lawyers. He previously served as Co-President of the Cincinnati Academy of Collaborative Professionals. He began his career as a trial advocate with the Kentucky Department of Public Advocacy. J.D., University of Cincinnati College of Law; B.S., Indiana University Bloomington.

Getting Paid — Ethically!

Fee Agreement Provisions for Ohio Family Law Attorneys

A carefully drafted fee agreement can reduce misunderstandings, improve collections, and define the financial expectations of the attorney-client relationship. But a signed agreement does not make an otherwise impermissible fee or collection practice ethical. These materials address recurring fee-agreement issues in Ohio family-law practice and identify provisions that may be used when drafted and implemented consistently with the Ohio Rules of Professional Conduct.

The principal starting point is Prof.Cond.R. 1.5. A lawyer may not agree to charge or collect an illegal or clearly excessive fee. The nature and scope of the representation, the basis or rate of the fee and the expenses for which the client will be responsible must be communicated to the client, preferably in writing, before or within a reasonable time after representation begins. Changes in the basis or rate must also be promptly communicated, preferably in writing.

1. Interest on Past-Due Balances

YES — if disclosed and agreed to in advance, and otherwise lawful.

Sample Fee-Agreement Language

Any balance remaining unpaid more than 30 days after the date of the invoice will accrue interest at the rate of ____% per annum until paid, subject to the maximum rate permitted by applicable law.

Ohio Authority / Analysis

Prof.Cond.R. 1.5(a) prohibits an illegal or clearly excessive fee. Ohio Board of Professional Conduct Adv. Op. 91-012 addresses charging interest on delinquent attorney-fee accounts. The safer practice is to make the interest obligation, triggering event, and rate part of the engagement agreement rather than imposing interest only after a substantial delinquency has arisen.

Ethical trap: Do not wait until the client owes a substantial balance and then unilaterally add an interest charge that was never part of the parties' agreement.

Teaching point: Interest is easiest to defend when it was part of the financial bargain before there was a delinquent balance.

2. Increasing the Hourly Rate During the Representation

YES — but the change should be prospective, reasonable, and promptly communicated in writing.

Sample Fee-Agreement Language

The Firm periodically reviews its hourly rates and reserves the right to adjust those rates during the representation. Any change will apply prospectively only, and the Firm will provide Client written notice of the new rate before charging Client at that rate.

Ohio Authority / Analysis

Prof.Cond.R. 1.5(b) expressly contemplates a change in the basis or rate of a fee or expense. Any change remains subject to Rule 1.5(a) and must be promptly communicated to the client, preferably in writing. A reservation-of-rights clause is useful, but the lawyer should still provide actual notice when the rate changes.

Ethical trap: A clause saying the firm may change rates at any time does not create a right to impose any rate or to apply a new rate retroactively.

Teaching point: The agreement can reserve the right to change the rate; it cannot reserve the right to charge whatever the lawyer wants and it cannot apply retroactively.

3. Flat Fees

YES — but “flat” does not mean automatically nonrefundable.

Sample Fee-Agreement Language

Client agrees to pay a flat fee of \$_____ for the services described in this Agreement. The flat fee covers _____. It does not include _____. Unless properly designated and treated otherwise under the Rules of Professional Conduct, advance fees will be maintained in the Firm's client trust account and withdrawn as earned.

Ohio Authority / Analysis

Ohio Adv. Op. 2016-01 recognizes flat-fee agreements paid in advance. Under Prof.Cond.R. 1.15(c), advance fees generally are deposited in IOLTA and withdrawn as earned, unless properly designated as earned upon receipt or similarly. Critically, even a fee described as “earned upon receipt” or “nonrefundable” remains subject to Prof.Cond.R. 1.5 and the obligation to return an unearned portion if the representation is not completed. See also Prof.Cond.R. 1.16(e). A flat fee for representation in a matter may not be placed into the attorney's business or operating account, unless it is designated as “earned upon receipt” or similarly **and the client is advised in writing that if the lawyer does not complete the representation for any reason, the client may be entitled to a refund.** Prof.Cond.R. 1.5(d)(3).

Ethical trap: Do not assume that using the words “nonrefundable” or “earned upon receipt” permits the lawyer to retain the entire payment regardless of the work actually performed.

Teaching point: “Flat” describes how the fee is calculated; it does not necessarily determine how much the lawyer gets to keep.

4. À La Carte Flat Fees for Discrete Projects Followed by Hourly Billing

YES — A lawyer may charge a fixed fee for a clearly defined component of the matter and an hourly rate for services outside or after that component. The boundary between the two must be understandable to the client.

Sample Fee-Agreement Language

Initial Pleadings Flat Fee. Client will pay a flat fee of \$_____ for Attorney's preparation of the initial Complaint for Divorce and the related pleadings identified in this Agreement. The flat fee applies only to preparation of those documents. Upon completion of those documents, all additional legal services, including communications, negotiations, discovery, motions, court appearances and other services, will be billed at Attorney's regular hourly rate of \$____ per hour.

Ohio Authority / Analysis

Prof.Cond.R. 1.5(a) (b), (d)(3); Prof.Cond.R. 1.15(c).

Ohio Bd. of Prof. Conduct Adv. Op. 2016-01 (flat fees paid in advance).

The ethical strength of an à la carte arrangement is clarity: the client should know exactly what the flat fee buys, when that task is complete, when hourly billing begins and what hourly rate applies. Use an objective completion point. “Preparation of the Complaint for Divorce and listed opening pleadings” is cleaner than “initial work on the case.” Specify whether filing, service, client conferences, revisions, emergency motions or the first court appearance are included. Do not let the word “related pleadings” become an undefined source of disagreement.

Ethical trap: Avoid double billing. If preparation of a pleading is included in the \$300 flat fee, the lawyer should not also bill hourly for preparing that same pleading. Do not convert an agreed flat-fee task to hourly billing merely because it takes longer than expected.

Teaching point: “A material change in the fee arrangement should be communicated and agreed to prospectively.”

5. Advance Fee Deposits and Replenishment Requirements

YES.

Sample Fee-Agreement Language

Client will deposit \$_____ as an advance against future fees and expenses. When the balance of the advance falls below \$_____, Client agrees, upon request, to replenish the advance to \$_____. Unearned funds will remain in the Firm's client trust account until earned.

Ohio Authority / Analysis

Prof.Cond.R. 1.15 governs safekeeping of client property and advance fees. Adv. Op. 2016-01 reinforces the distinction between money that belongs to the client and fees that have been earned by the lawyer. Family-law agreements frequently use replenishing retainers because litigation can extend over many months and expenses can vary substantially.

Ethical trap: Calling an advance payment a “retainer” does not determine ownership of the funds. The substance of the payment and the Rules control.

Teaching point: The label does not control; the nature of the payment does.

6. A Mortgage or Other Security Interest to Secure Fees

YES — but a mortgage securing legal fees implicates Prof.Cond.R. 1.8(a).

Sample Fee-Agreement Language

If Client later requests that the Firm accept a security interest in Client's property to secure payment of legal fees, any such arrangement will be separately documented and must comply with Prof.Cond.R. 1.8(a) and other applicable law.

Ohio Authority / Analysis

Ohio Adv. Op. 2025-02 concludes that a lawyer may acquire a mortgage against a client's real property to secure legal fees if the transaction satisfies Prof.Cond.R. 1.8(a). The terms must be fair and reasonable and fully disclosed in writing in a manner the client can reasonably understand; the client must be advised in writing of the desirability of seeking independent legal counsel and given a reasonable opportunity to do so; and the client must give informed consent in a writing signed by the client. Opinion 2025-02 withdrew former Adv. Op. 2004-08.

Ethical trap: Do not treat the mortgage as ordinary boilerplate in the fee agreement. Acquiring an interest in the client's property is a business transaction with the client and triggers Prof. Cond. R. 1.8(a) Rule 1.8(a). In domestic-relations matters, counsel should also consider the ownership and character of the property and any court orders or statutory restrictions affecting encumbrances.

Teaching point: You can secure the fee, but taking the client's property as security creates additional ethical obligations.

7. Different Billing Rates for Lawyers and Paralegals

YES.

Sample Fee-Agreement Language

Legal services will be billed at the hourly rate of the professional performing the work. Current rates are: Partners \$____; Associates \$____; Paralegals \$____ per hour. The Firm endeavors to assign work to the professional whose experience and billing rate are appropriate for the task.

Ohio Authority / Analysis

Prof.Cond.R. 1.5(a)-(b) permits hourly billing subject to the prohibition against illegal or clearly excessive fees and the obligation to communicate the basis or rate. Rule 1.5(a) identifies, among other factors, the experience, reputation, and ability of the lawyer performing the services. Clear disclosure of different professional rates helps clients understand how their bills will be generated. **Ethical trap:** Bill for the person who actually performed the work and for work actually performed. Efficiency does not justify inflating time. The Supreme Court of Ohio's AI guidance likewise emphasizes that lawyers may bill only for work actually performed and may not inflate fees because technology increased efficiency. See Ohio Board of Professional Conduct's article titled "[Ohio Ethics Guide: Artificial Intelligence for Lawyers and Judicial Officers](#)" which is posted on the Ohio Supreme Court's website under a header named "Ethical Guidance" for the "Artificial Intelligence Resource Library". [Artificial Intelligence Resource Library » Supreme Court of Ohio](#)

Teaching point: Bill for who did the work and the work actually done.

8. Client Responsibility for Litigation and Case Expenses

YES — and the agreement should identify the categories of expenses.

Sample Fee-Agreement Language

In addition to attorney fees, Client is responsible for reasonable expenses incurred in the representation, including filing fees, court reporter fees, expert fees, appraisal and valuation fees, transcript charges, service fees, travel expenses, and other reasonably necessary third-party expenses.

Ohio Authority / Analysis

Prof.Cond.R. 1.5(b) requires communication of the expenses for which the client will be responsible. This is particularly important in family-law matters, where custody evaluations, business valuations, real-estate appraisals, tracing experts, vocational experts, discovery vendors, and other third-party expenses can be substantial.

Ethical trap: A vague "costs and expenses" provision can create avoidable disputes. The agreement should make clear which expenses are passed through to the client and, where appropriate, whether advance approval or advance funding will be required.

Teaching point: Attorney fees and case expenses are different obligations; tell the client who pays both.

9. Credit-Card Payment of Fees

YES.

Sample Fee-Agreement Language

The Firm accepts payment by credit card. Client authorizes the Firm to process payments only as separately authorized by Client. Credit-card transactions involving client trust funds will be handled in accordance with the Ohio Rules of Professional Conduct.

Ohio Authority / Analysis

Ohio Adv. Op. 2007-03 recognizes lawyer's ability to accept credit-card payments for earned fees, expense reimbursements, advances on unearned legal fees, and advances for future expenses, while emphasizing proper handling of the funds. Whether money belongs in the business account or trust account depends on whether it has been earned and on the nature of the payment.

Ethical trap: Using a credit card does not change the ethical character of the funds. Earned fees and unearned advance fees remain different types of funds.

Teaching point: Visa does not turn unearned money into earned money.

10. Credit-Card Merchant Account(s)

Ohio Authority / Analysis

Ohio Adv. Op. 2007-03 states that, preferably, a lawyer should have one merchant account connected to his IOLTA for the deposit of unearned fees, and another merchant account connected to his business account for the payment of earned fees. Where it is not practical for the lawyer to have two merchant accounts, a single merchant account should be connected to the lawyer's IOLTA and earned fees promptly transferred into the lawyer's business account.

Ethical Trap: Accepting retainers against future fees through a one merchant account that is connected to a business account, not an IOLTA.

11. Credit-Card Fees

YES.

Sample Fee-Agreement Language

The firm accepts payment of retainers/fees with a credit card. If you chose to pay with a credit card, the firm will bill you for the fees associated with the use of the credit card.

Ohio Authority / Analysis

Ohio Board of Professional Conduct *Lawyer Ethics FAQs* :“a lawyer may charge a client the fees associated with the use of a credit card if the client agrees to pay the charges, preferably in writing.”

12. Letters of Protection

Sample Fee-Agreement Language

With your written permission, we may prepare a letter of protection that guarantees that proceeds from a future settlement, or judgment will be withheld to pay a medical services provider. Such a letter creates a binding legal obligation.

Ohio Authority / Analysis

Ohio Adv. Op.2023-10 The letter of protection should not guarantee payment, only that monies will be withheld to pay the provider. If after resolution, the client instructs the lawyer not to withhold funds but rather to pay all the proceeds to the client, the lawyer must hold the disputed funds in the IOLTA and notify the medical provider of the funds being held and simultaneously advise the client that the medical provider has been notified.

Ethical Trap: Disbursing funds withheld pursuant to a letter of protection to either the client or the provider without the agreement of both or other dispute resolution.

13. Document Retention Policy

YES

Sample Fee-Agreement Language

The Firm has a document retention policy which outlines what documents we maintain in your file, how we maintain them, and the length of time after the end of this representation we will maintain that file. The document policy attached is incorporated into and is a part of this Fee-Agreement.

Ohio Authority / Analysis

Ohio Ethics Guide Client File Retention: A lawyer should adopt and consistently follow a client file retention policy. A retention policy should include the step-by-step details necessary for the lawyer to close and store the client file, transfer the file to the client, a third party or subsequent lawyers, and eventually destroy the file. At the beginning of the representation, the lawyer should notify the client, in writing, of the general provisions of the firm's file retention policy. The closing letter at the conclusion of representation should include a recitation of the firm's file retention policy and the date when the file will be destroyed.

Ethical Trap: Failure to have a document retention policy and to provide that policy to the client at the beginning and end of the relationship means you can't destroy the client file without taking reasonable steps to find the client and give notice of your intent to destroy the file.

14. Closing Letter

YES

Sample Fee-Agreement Language

Our representation of you in the above-referenced matter (or describe) is now concluded. Attached is the (final entry, decree, etc.) along with the following original documents/items you provided to us (list). Also attached is another copy of our document retention policy which was provided to you as part of our initial fee agreement. Under that policy, your file will be kept for a period of ____ years from today's date. At or after that date, we will confidentially destroy your file. You may retrieve your file and its contents at any time prior to the date of destruction. It has been a pleasure representing you. Please keep us in mind next time you end a truly shitty relationship.

Ohio Authority / Analysis

Ohio Ethics Guide Client File Retention

Ethics Trap: failure to send a closing letter fails to provide the client with a hard date for file destruction and fails to put a clearly ascertainable termination date on the attorney client relationship – which date likely starts the statute of limitations running.

15. Nonpayment as Grounds to Seek Withdrawal

YES — but the agreement cannot override Prof.Cond.R. 1.16 or the court's authority.

Sample Fee-Agreement Language

Client's failure to timely pay fees or expenses or to replenish the required advance fee deposit may constitute grounds for the Firm to seek withdrawal from the representation, subject to the Ohio Rules of Professional Conduct and any applicable court rules or orders.

Ohio Authority / Analysis

Prof.Cond.R. 1.16(b) permits withdrawal in specified circumstances, including when a client substantially fails to fulfill an obligation to the lawyer regarding the lawyer's services after reasonable warning that the lawyer will withdraw unless the obligation is fulfilled. In pending family-law litigation, withdrawal may also require court permission.

Ethical trap: Avoid language stating that representation "automatically terminates" upon nonpayment. A fee agreement cannot authorize abandonment of a client or eliminate the court's authority over withdrawal.

Teaching point: The agreement can warn that you may seek withdrawal; it cannot give you permission to abandon the client.

16. Defining and Limiting the Scope of the Representation

YES — and it is often as important to getting paid as the billing provisions themselves.

Sample Fee-Agreement Language

The Firm's representation is limited to _____. Unless separately agreed in writing, the representation does not include _____. Services outside this scope will require a separate agreement or other written modification concerning the additional scope and fees.

Ohio Authority / Analysis

Prof.Cond.R. 1.5(b) requires communication of the nature and scope of the representation. Prof.Cond.R. 1.2(c) permits reasonable limitations on the scope of representation with the client's informed consent. The Supreme Court of Ohio also provides limited-scope representation resources for lawyers. In family practice, scope should address issues such as post-decree work, appeals, protection orders, tax advice, estate planning, QDRO preparation, refinancing or conveyancing work, and enforcement proceedings when those matters are not included.

Ethical trap: A scope limitation must be reasonable and cannot excuse counsel from competent representation of the matter actually undertaken.

Teaching point: A good scope provision tells the client not only what the lawyer will do, but also what the client is not paying the lawyer to do.

17. A Provision Family Lawyers Cannot Use: Contingent Domestic-Relations Fees

NO.

Prof.Cond.R. 1.5(d)(1) prohibits a fee in a domestic-relations matter when payment or the amount of the fee is contingent upon securing a divorce or upon the amount of alimony, support, or property settlement obtained. A family-law lawyer therefore cannot structure compensation as a percentage of the marital estate obtained, a percentage of support secured, or a success fee triggered by obtaining the divorce.

Teaching point: In family law, the amount at stake may be relevant to whether a fee is reasonable under Rule 1.5(a), but it cannot become the contingency on which the lawyer's fee depends.

The Fee Agreement Is Not a Magic Wand

A client's signature does not convert an unethical provision into an ethical one. A fee agreement cannot authorize a lawyer to:

- charge an illegal or clearly excessive fee;
- retain an unearned fee merely because it is labeled "nonrefundable";
- retroactively impose a higher hourly rate;
- automatically terminate an appearance because the client has not paid;
- take a mortgage or other proprietary interest without satisfying applicable ethical requirements; or
- treat unearned client funds as lawyer funds merely by calling the payment a "retainer."

Family-Law Fee Agreement Review Checklist

- ☐ Does the agreement clearly identify the client and define the scope of representation?
- ☐ Does it state each lawyer/paralegal billing rate and explain what activities are billable?
- ☐ Does it explain the advance fee deposit, trust-account treatment, and replenishment obligation?
- ☐ Does it identify the client's responsibility for experts, appraisers, evaluators, filing fees, transcripts, and other expenses?
- ☐ If interest is charged, are the rate and triggering event disclosed in advance?
- ☐ If rates may change, does the agreement reserve that possibility and does the firm have a process for prospective written notice?
- ☐ Does any flat-fee provision accurately address when the fee is earned and the possibility of refunding an unearned portion?
- ☐ Does any security arrangement receive separate Rule 1.8(a) treatment?
- ☐ Does the nonpayment provision say the firm may seek withdrawal rather than declaring automatic termination?
- ☐ Does the agreement avoid any fee contingent upon obtaining a divorce or the amount of support, alimony, or property settlement?
- ☐ Does the agreement identify excluded services such as appeals, post-decree proceedings, QDROs, tax advice, estate planning, or related matters where appropriate?
- ☐ Is the agreement understandable to the client—not merely defensible to another lawyer?
Does the fee agreement have an expiration date?

Selected Ohio Authorities

- Ohio Prof.Cond.R. 1.2(c) — limitation of scope of representation.
- Ohio Prof.Cond.R. 1.5 — fees and expenses, including the prohibition on illegal or clearly excessive fees and the domestic-relations contingency-fee prohibition.
- Ohio Prof.Cond.R. 1.8(a) — business transactions with clients.
- Ohio Prof.Cond.R. 1.15 — safekeeping client property and advance fees.
- Ohio Prof.Cond.R. 1.16 — declining or terminating representation; refund of unearned fees.
- Ohio Board of Professional Conduct Adv. Op. 91-012 — interest on delinquent attorney-fee accounts.
- Ohio Board of Professional Conduct Adv. Op. 2007-03 — credit-card payment of legal fees and expenses.

- Ohio Board of Professional Conduct Adv. Op. 2016-01 — flat-fee agreements paid in advance.
- Ohio Board of Professional Conduct Adv. Op. 2025-02 — mortgage against client real property to secure legal fees; Rule 1.8(a).
- Disciplinary Counsel v. Port, 2024-Ohio-5566 — excessive/unearned fees and obligation to refund unearned fees.
- Ohio Board of Professional Conduct Adv. Op. 2023-10

Smart Tools, Sound Ethics

Generative artificial intelligence is quickly becoming a standard tool in law practice, much as email, online research databases, cloud-based storage, and smartphones did before it. Used well, AI can help family lawyers organize large volumes of financial records, build case timelines, spot inconsistencies in financial disclosures, and produce first drafts in minutes rather than hours. But there are no “AI exceptions” to the Rules of Professional Conduct. These materials address recurring AI-use questions in Ohio family-law practice and identify practices that may be used when implemented consistently with the Ohio Rules of Professional Conduct.

The principal starting point is the Ohio Board of Professional Conduct’s *Ohio Ethics Guide: Artificial Intelligence for Lawyers and Judicial Officers* (2026). The Guide helps illustrate a fundamental point: that although there is nothing in Ohio’s professional-conduct rules forbidding lawyers from using AI, lawyers must remain keenly aware that these tools lack a human lawyer’s experience, understanding, and judgment. Any use of AI must therefore fit within duties lawyers already have, principally: competence (Prof.Cond.R. 1.1), fees (Prof.Cond.R. 1.5), confidentiality (Prof.Cond.R. 1.6), independent professional judgment (Prof.Cond.R. 2.1), candor toward the tribunal (Prof.Cond.R. 3.3), and supervision (Prof.Cond.R. 5.1 and 5.3). ABA Formal Op. 512 (2024) covers the same ground nationally.

[Remainder of page intentionally left blank]

1. Using Generative AI in a Family-Law Practice

YES — but competence now includes understanding the tool.

OHIO AUTHORITY / ANALYSIS

The Ohio Ethics Guide observes that AI platforms, used properly, can improve efficiency of repeatable tasks, such as drafting and reviewing agreements, conducting discovery, and reviewing large document sets. This leaves lawyers more time for the judgment, advice, and counseling clients need. Competence now has a technology component: ABA Model Rule 1.1, Comment [8], asks lawyers to stay current on what relevant technology can do for them and on the risks it carries.

ABA Formal Op. 512 makes clear that technological competence is an ongoing obligation, because these tools change rapidly:

"[L]awyers should either acquire a reasonable understanding of the benefits and risks of the GAI tools that they employ in their practices or draw on the expertise of others who can provide guidance about the relevant GAI tool's capabilities and limitations. This is not a static undertaking. Given the fast-paced evolution of GAI tools, technological competence presupposes that lawyers remain vigilant about the tools' benefits and risks. Although there is no single right way to keep up with GAI developments, lawyers should consider reading about GAI tools targeted at the legal profession, attending relevant continuing legal education programs, and, as noted above, consulting others who are proficient in GAI technology."

Using a tool competently means understanding it: review its documentation and terms, and know its weak spots, including fabricated answers and bias.

- **Ethical trap:** Do not adopt a tool firm-wide, or let staff adopt one on their own, without understanding what it does with client data and where it tends to fail. As *Mata v. Avianca* shows, a lawyer who does not understand a tool cannot rely on that lack of understanding as a defense when the tool is misused.
- **Teaching point:** AI can assist the lawyer's judgment, but it cannot replace it. Responsibility for AI-assisted work stays with the lawyer.

[Remainder of page intentionally left blank]

2. Entering Client Information into an AI Tool

YES — but only into tools with vetted confidentiality protection.

OHIO AUTHORITY / ANALYSIS

Prof.Cond.R. 1.6 obligates lawyers to protect client information from unauthorized access and accidental disclosure and to take reasonable care when sending it. Prof.Cond.R. 1.6, cmts. [18]–[19]. According to the Ohio Ethics Guide, some AI tools learn from what users type into them and can draw on that material when answering someone else. Before using a tool, a lawyer should find out whether it passes information to third parties, whether it trains on stored data, and whether its security is adequate. Some vendors reserve the right in their terms to use and disclose anything submitted through their public interfaces.

The Guide advises lawyers to remove client names and any details that could reveal who the client is, and notes that in some matters the lawyer should get the client’s informed consent before sharing any client information with an AI tool. N.M. Adv. Op. 2024-004. A hypothetical can identify a client too. See ABA Formal Op. 480. Recommended practices include reading the vendor’s terms, privacy policy, and security commitments before use; choosing commercial products that expressly commit not to keep, learn from, or share user inputs and outputs (legal research platforms and enterprise versions of general tools are examples the Guide mentions); and bringing in IT or cybersecurity help when needed.

Before uploading anything, ask the vendor these questions. Who can see the information? Will it be used to train the system? How long is it kept, and can the user delete it? How is it secured? ABA Formal Op. 512 describes this as a case-by-case judgment that turns on the particular client, matter, task, and tool. In family law, tax returns, bank statements, medical records, custody-evaluation materials, and information about children are among the most sensitive information a lawyer handles.

- **Ethical trap:** An “anonymized” prompt can still identify the client, especially in a smaller community or a high-profile divorce where the facts are distinctive.
- **Teaching point:** Read the terms of service before you upload the tax return, not after.

[Remainder of page intentionally left blank]

3. Telling the Client About AI Use and Obtaining Consent

YES — and when consent is required, a boilerplate clause is not enough.

SAMPLE DISCLOSURE STATEMENT

The Firm may use [name of AI tool], a generative artificial intelligence tool, to assist with [organizing and summarizing financial documents / preparing first drafts of discovery requests / _____]. In doing so, the Firm may enter [describe categories of information, e.g., bank and credit-card statements and tax returns] into the tool. The tool's provider [does / does not] retain that information or use it to train its systems. The Firm uses this tool because [explain the benefit, e.g., it reduces the time, and therefore the cost, of document review]. All AI-assisted work is reviewed by a Firm attorney. You may ask questions about, or decline, the Firm's use of AI in your matter at any time.

OHIO AUTHORITY / ANALYSIS

Not every use of AI calls for client consent; ordinary research generally does not. Consent becomes necessary or prudent when the use could expose confidential or sensitive information; when it bears on the fee, the strategy, or the substance of the advice; or when the client or the engagement terms call for it. The Ohio Ethics Guide suggests that in some matters lawyers obtain informed consent before any client information goes into an AI tool.

Consent that is required must also be informed. ABA Formal Op. 512 explains that the client needs the lawyer's candid assessment of the ***reason for using the tool, the categories of client information involved, the ways that information could be turned against the client, and the advantages the tool brings to the matter***. Raise the subject at the start of the engagement, address it in the engagement letter or a stand-alone consent form, and make sure the consent is specific, written, and acknowledged by the client.

- **Ethical trap:** ABA Formal Op. 512 makes clear that a generic engagement-letter clause authorizing AI use does not, by itself, satisfy the informed-consent requirement.
- **Teaching point:** Consent is “informed” only when the client knows what tool, what information, what risk, and what benefit.

[Remainder of page intentionally left blank]

4. Billing Hourly for AI-Assisted Work

YES — but bill only the hours actually worked.

SAMPLE FEE-AGREEMENT LANGUAGE

Time spent by Firm personnel using AI tools, including preparing prompts and reviewing, verifying, and revising AI-generated output, is billed at the hourly rate of the person performing the work. Client will not be billed for time saved through the use of AI tools.

OHIO AUTHORITY / ANALYSIS

Every fee must satisfy the reasonableness factors of Prof.Cond.R. 1.5(a). The Ohio Ethics Guide directs lawyers to bill for the time they personally spent on the task, not the hours it might have taken without AI. The Guide's illustration involves a simple will and trust that once took 15 to 20 hours to draft; if AI brings the actual time down to 8 hours, 8 hours is all the lawyer may bill.

Savings produced by AI ultimately belong to the client. Once a billing basis has been agreed upon, any efficiencies in producing the result must work to the client's benefit. ABA Formal Op. 379. Greater efficiency never justifies overstating the time a lawyer reports. Fla. Bar Op. 24-1.

- **Ethical trap:** Do not bill for the hours AI replaced. If a first draft of a parenting plan took 20 minutes to generate and 90 minutes of attorney revision, the bill reflects 110 minutes, not the four hours the task used to take.
- **Teaching point:** Time saved is not time billed.

5. Charging the Client for the Cost of the AI Tool

GENERALLY NO — a standard AI tool is overhead.

OHIO AUTHORITY / ANALYSIS

According to the Ohio Ethics Guide, the cost of a standard AI tool is ordinarily part of the lawyer's overhead and generally cannot be passed on to the client as a separate charge. Any matter-specific charge should be treated like other case expenses: identified in advance, reasonable, and communicated to the client as required by Prof.Cond.R. 1.5(b).

- **Ethical trap:** Do not add a "technology fee" or AI surcharge to invoices to recover the firm's general AI subscription.
- **Teaching point:** Your AI subscription is like your internet service or phone service. It is part of the cost of running the office.

6. Possible Solutions: Getting Paid Fairly for AI-Assisted Work

AI changes how long the work takes. It does not change the lawyer’s right to be paid reasonably for the value of that work.

Sections 4 through 5 present a practical problem for the hourly biller. If hourly billing is limited to the hours really worked, and AI cuts those hours sharply, revenue can drop even as the quality of the work improves. The Rules do not require lawyers to accept that result. They require that the fee be reasonable, properly communicated, and honestly calculated. The approaches below address the billing issue within those limits.

SOLUTION 1: FLAT FEES FOR DISCRETE TASKS

A flat fee for a clearly defined task lets the lawyer price the work by its value and the lawyer’s skill rather than by the minutes on the clock, while the client gets a predictable cost. The Ohio Ethics Guide notes that commentators expect AI to nudge the profession toward flat and alternative fees, and the program materials similarly suggest that flat fees may suit AI-assisted work better.

Flat fees are still judged by Prof.Cond.R. 1.5(a), and the Guide warns that a flat fee set before AI may become unreasonable once AI substantially cuts the work involved. The flat-fee rules in the companion *Getting Paid – Ethically!* materials also apply. An advance flat fee belongs in the trust account under Prof.Cond.R. 1.15 unless it is designated “earned upon receipt” and the client is advised in writing that a refund may be due if the representation is not completed. Prof.Cond.R. 1.5(d)(3).

Family-law tasks that lend themselves to discrete flat fees include:

- organizing, renaming, and indexing a client’s financial production;
- a “declared vs. actual” analysis comparing an opposing party’s financial affidavit with that party’s tax filings, account records, and actual spending;
- a categorized analysis of a year of credit-card or bank transactions;
- a master case timeline built from pleadings, transcripts, and records;
- a first-draft parenting plan or a parenting-time calendar and percentage calculation;
- a standard set of discovery requests or a business-valuation discovery plan; and
- drafting a specific settlement provision, such as an in-kind securities transfer.

SOLUTION 2: A HYBRID ENGAGEMENT

Many family matters do not suit a single flat fee because the length of litigation is unpredictable. A hybrid agreement bills hourly for judgment-intensive and open-ended work (client counseling, negotiation, hearings, depositions, and trial) and charges flat fees for defined, AI-assisted deliverables. The engagement letter should make clear which services are flat-fee tasks and which are hourly, so the client understands the basis of every charge. Prof.Cond.R. 1.5(b).

SOLUTION 3: BILL ALL THE REAL TIME, INCLUDING REVIEW

Time spent writing effective prompts and checking, verifying, and revising AI output is time actually spent on the matter and may be billed at the rate of the person doing it. Given the verification duties discussed in Sections 7 and 8, that review is often substantial: confirming every citation, testing the analysis against Ohio law, and correcting errors. Record it accurately and describe it clearly on the invoice (for example, “review and verify AI-generated timeline against

deposition transcripts”). What may not be billed is time that was never spent. ABA Formal Op. 379.

SOLUTION 4: REVISIT RATES, PROSPECTIVELY AND TRANSPARENTLY

The reasonableness factors in Prof.Cond.R. 1.5(a) include the lawyer’s experience, standing, and skill. A lawyer whose skill, including the ability to use technology competently, makes the work faster and better may consider whether current hourly rates still reflect that experience. Any change must be reasonable, apply prospectively, and be promptly communicated to the client, preferably in writing. Prof.Cond.R. 1.5(b).

SOLUTION 5: EXPLAIN THE VALUE TO THE CLIENT

Clients generally welcome lower bills and faster turnaround. The program materials recommend explaining when AI affects the cost or substance of the work, telling the client why AI is used and what value it adds, and highlighting the firm’s responsible use of technology as a client-service benefit. A client who understands that a flat-fee timeline replaced many hours of manual review is more likely to view the fee as fair and to pay it.

SOLUTION 6: PASS THROUGH MATTER-SPECIFIC COSTS PROPERLY

General AI subscriptions are overhead. A specialized, matter-specific service purchased for a particular case may be treated like other case expenses if it is identified in the engagement agreement, reasonable in amount, and approved by the client in advance. Prof.Cond.R. 1.5(b).

- **Ethical trap:** Do not use a “flat fee” to recapture the hours AI eliminated. A flat fee calculated as “the hours this used to take, times my rate” is the same problem as billing phantom hours, just relabeled. The fee must be reasonable for the work as it is actually performed today.
- **Teaching point:** Price the task, not the stopwatch, but make sure the price is still reasonable.

7. Filing AI-Assisted Work with the Court

YES — but every citation, quotation, and assertion must be verified, and the court’s AI orders must be followed.

SAMPLE CERTIFICATION LANGUAGE (ADAPTED FROM AN OHIO COMMON PLEAS JUDGE)

[Counsel certifies] that either no part of this filing was prepared with generative artificial intelligence, or that a person has reviewed every AI-drafted portion, including all quotations, citations, paraphrases, and legal analysis, for accuracy against print reporters or traditional legal research databases before filing.

OHIO AUTHORITY / ANALYSIS

Prof.Cond.R. 3.3 forbids knowingly misstating facts or law to a court and requires correcting such misstatements. In *Mata v. Avianca, Inc.*, 678 F. Supp. 3d 443 (S.D.N.Y. 2023), a lawyer’s filing relied on court decisions that did not exist. After opposing counsel flagged the problem, the lawyer failed to correct it and instead filed what he represented were copies of the decisions, which were also fictitious. Courts have made the same mistake: the Ohio Ethics Guide reports that two federal trial judges pulled published opinions in 2025 after attorneys pointed out errors such as wrong case outcomes, incorrect parties, and invented or misattributed quotations.

The Guide also reports that a number of Ohio courts now regulate how lawyers and parties may use AI, including through certifications like the one above. Lawyers need to know, and keep current with, the AI rules and orders of every court where they appear. Dozens of federal judges have entered AI standing orders since mid-2023; the majority permit AI use with disclosure or certification, and some bar AI other than legal research platforms. Treat AI output as a first draft, check each citation and quotation in a reliable database, confirm the sources behind each assertion, and do independent research to make sure nothing is missing or wrong.

- **Ethical trap:** Do not assume that a newer model or a legal-specific tool cannot invent authority. The latest reasoning models make far fewer errors of this kind, but the problem has not disappeared, and an invented answer sounds just as confident as a correct one.
- **Teaching point:** Trust, but verify. In court, verify before you trust.

8. Using AI as a Starting Point for Analysis and Drafting

YES — as a starting point, never as a substitute for the lawyer’s independent professional judgment.

OHIO AUTHORITY / ANALYSIS

Prof.Cond.R. 2.1 requires lawyers to exercise independent professional judgment. The Ohio Ethics Guide recognizes that AI can produce a useful first analysis or draft, but stresses that the lawyer’s judgment can never be handed off to the tool and remains the lawyer’s own responsibility. ABA Formal Op. 512. When a lawyer without enough experience leans entirely on AI to make decisions and analyze a client’s matter, the tool has improperly taken the place of the lawyer’s own judgment.

The Guide also cites Judge Scott Schlegel of Louisiana’s Fifth Circuit Court of Appeal for the point that simply placing a person between the AI and the final product is not sufficient; how far AI can be trusted depends on how much the reviewer knows. The Guide adds that AI tools tend to reinforce whatever answer a prompt seems to want, constructing support for the user’s apparent conclusion instead of testing it.

- **Ethical trap:** An associate who “reviews” AI output on an unfamiliar issue, such as a business valuation or a separate-property tracing claim, is not exercising independent judgment just because a human was in the loop.
- **Teaching point:** The human in the loop must be a human who knows the law.

[Remainder of page intentionally left blank]

9. Supervising Lawyers, Staff, and AI Vendors

YES — and it is required.

OHIO AUTHORITY / ANALYSIS

Prof.Cond.R. 5.1 and 5.3 require lawyers with managerial authority to take reasonable steps so that the firm’s lawyers and nonlawyer staff follow the Rules. The Ohio Ethics Guide explains that meeting this duty means adopting internal policies, training, and overseeing staff on a regular basis, and that a supervising lawyer who does not do so can be held responsible for others’ misuse of AI. See N.M. Adv. Op. 2024-004. The ABA’s 2019 retitling of Model Rule 5.3 to address nonlawyer “assistance” rather than “assistants” confirms that the rule reaches nonhuman help as well.

These supervisory duties extend to nonlawyers inside and outside the firm. ABA Formal Op. 498 (2021). Relying on an outside vendor to operate a tool does not relieve the lawyer of making sure the tool’s use fits the lawyer’s own ethical duties. Fla. Bar Op. 24-1. Nonlawyer vendors must also be properly supervised and subject to confidentiality duties that satisfy Prof.Cond.R. 5.3 and 1.6. Ohio Adv. Op. 2017-05.

- **Ethical trap:** Without a written AI policy, staff may be uploading client documents to free tools on their own phones without the firm knowing.
- **Teaching point:** Supervise AI the way you would supervise a paralegal: set the rules, review the work, and own the result.

[Remainder of page intentionally left blank]

10. Advising Clients About Their Own Use of AI

YES — and the advice should be in writing, because a client’s own AI use may not be privileged.

SAMPLE CLIENT-ADVISORY LANGUAGE

Do not enter our communications, our advice, or documents we prepare for you into ChatGPT, Claude, Gemini, or any other public AI tool, and do not use those tools to analyze your case without first speaking with us. Courts have held that a person’s own exchanges with an AI platform may not be protected by the attorney-client privilege or the work-product doctrine and may be obtained by the other side.

OHIO AUTHORITY / ANALYSIS

Family-law clients increasingly use consumer AI tools to draft messages to a spouse, summarize their own documents, or second-guess advice. Recent decisions addressed in the program materials illustrate the risk:

- *United States v. Heppner*, 2026 WL 436479 (S.D.N.Y. Feb. 17, 2026):
 - o The court held that a defendant’s own written exchanges with an AI platform were not privileged, because they were not confidential and were not communications with a lawyer. They were not work product either, because counsel did not prepare or request them and nothing in them revealed the defense’s strategy.
 - o In a widely discussed passage, the court suggested the result might have differed had counsel directed the client to use the tool, since the tool might then have acted much like a professional serving as the lawyer’s agent.
- *Tremblay v. OpenAI*, 2024 WL 3748003 (N.D. Cal. 2024):
 - o Prompts can qualify as work product, but disclosing them waives that protection, and a full prompt history may then be subject to discovery.
- **Ethical trap:** Do not assume that a client’s chatbot conversations about the divorce are privileged, or that the other spouse’s are discoverable. Address both possibilities in discovery planning.
- **Teaching point:** Whatever a client tells a chatbot, the other side may be able to read.

[Remainder of page intentionally left blank]

11. Practical Family-Law Uses

YES — with the safeguards described above.

SAMPLE PROMPT (TIMELINE EXTRACTION)

Go through every attached bank statement and evaluate each transaction. Please identify the source of deposits into each bank account and a description of transactions related to household expenditures. Build a table showing the date; a short description of the transactions described. List transactions only; do not summarize. Deliver the table as an Excel (.xlsx) file.

OHIO AUTHORITY / ANALYSIS

Uses demonstrated for family-law practitioners include renaming and indexing hundreds of financial documents in a standard format; comparing an opposing party's declared income and expenses against that party's tax filings, account records, and actual spending (a "declared vs. actual" analysis); categorizing a year of credit-card transactions and flagging unusual expenditures; building fact, persuasion, and cross-examination timelines from pleadings, transcripts, and notes; creating a co-parenting calendar that calculates the percentage of parenting time; visualizing medical timelines from records; translating foreign-language documents; drafting settlement provisions such as an in-kind securities transfer with pro rata tax basis; and developing business-valuation discovery plans. Keep in mind that better prompts produce better drafts.

Matter-specific "Projects" in tools such as ChatGPT and Claude keep a case's documents and instructions together and separate from other matters. Remember that every tool has a context window, a limit on how much material it can consider at once. In a very long session or document set, earlier material may drop out of the tool's view.

- **Ethical trap:** Sample prompts from national programs often embed another state's law. Several of the program prompts reference California statutes and case law. Adapt every prompt to Ohio law, and verify the output against Ohio authority.
- **Teaching point:** The better the prompt, the better the draft. But it is still a draft.

[Remainder of page intentionally left blank]

12. A Practice Family Lawyers Should Not Use: Confidential Client Information in Free or Public AI Tools

NO.

The Ohio Ethics Guide cautions that some AI products, especially free or public ones, do not keep prompts or results confidential, and that their terms may give the vendor ownership of user-supplied information and the right to use it for training. Lawyers who put client information, or even their own draft work, into such services, whether on purpose or by accident, risk violating their confidentiality obligations. Because the duty to prevent unauthorized disclosure requires reasonable efforts, lawyers should use only AI tools that have adequate security and confidentiality protections.

- **Teaching point:** If the product is free, your client's information may be the price.

[Remainder of page intentionally left blank]

A Note for Magistrates and Judges

The Ohio Ethics Guide applies the same principles to judicial officers under the Code of Judicial Conduct, with additional cautions. For AI-assisted research, the Guide recommends that judges and staff rely on print reporters or established research platforms (such as Lexis and Westlaw) that draw on officially published decisions, current statutes, and dependable secondary sources, and that they verify the results. Because judicial decisions must reflect the judge's own reasoning, the Guide recommends that judges not use AI to produce an initial draft of a ruling or order. A prompt that hints at the desired outcome may simply produce an AI-built argument for it.

Judges may not knowingly reveal or use nonpublic information (Jud.Cond.R. 3.5) and should keep confidential case information out of general-purpose and free public AI tools. Anything that reveals the judge's thinking about a pending or impending matter could affect its outcome. Jud.Cond.R. 2.10.

Permissible uses identified in the Guide include summarizing deposition transcripts, exhibits, and the parties' filings; proofreading draft opinions for spelling and grammar; helping identify filings that misstate the law or omit relevant authority; analyzing court-operations data; and organizing case documents.

AI Is Not a Magic Wand — or an Excuse

Neither a client's consent nor a vendor's assurances change the lawyer's obligations. Using AI does not permit a lawyer to:

- file a document without verifying every citation, quotation, and assertion;
- bill for hours that were not actually worked;
- enter confidential client information into a tool whose terms permit training, retention, or sharing;
- treat a boilerplate engagement-letter clause as informed consent;
- delegate independent professional judgment to software; or
- avoid responsibility for AI-assisted work performed by staff or vendors.

[Remainder of page intentionally left blank]

Family-Law AI Use Checklist

- ☐ Does the firm have a written AI policy identifying approved tools and approved tasks?
- ☐ Has each tool's terms of service, privacy policy, data-retention, and training practices been reviewed, with IT or cybersecurity input where needed?
- ☐ Are client names, children's information, and account numbers anonymized or limited to approved, secure tools?
- ☐ Has the firm determined when client consent is required, and does the consent describe the tool, the information, the risks, and the benefits?
- ☐ Does the engagement letter explain how AI-assisted time is billed?
- ☐ Are hourly bills limited to time actually spent, including prompting and review time?
- ☐ Have flat-fee schedules been revisited where AI has significantly reduced the work?
- ☐ Are discrete, AI-assisted tasks offered on a clearly defined, reasonable flat fee, with proper trust-account treatment?
- ☐ Is the cost of standard AI tools treated as overhead rather than billed to the client?
- ☐ Has every citation and quotation in an AI-assisted filing been verified against a reliable source?
- ☐ Has counsel checked local rules and the assigned judge's standing orders for AI disclosure, certification, or prohibition?
- ☐ Is AI output reviewed by an attorney with enough subject-matter experience to test and correct it?
- ☐ Are staff trained and supervised, and are AI vendors bound by appropriate confidentiality obligations?
- ☐ Have clients been advised in writing not to put privileged communications or case documents into public AI tools?
- ☐ Have sample prompts been adapted to Ohio law?

[Remainder of page intentionally left blank]

Selected Authorities

- Ohio Prof.Cond.R. 1.1 — competence.
- Ohio Prof.Cond.R. 1.5 — fees and expenses; reasonableness factors.
- Ohio Prof.Cond.R. 1.6 and cmts. [18]–[19] — confidentiality; safeguarding client information.
- Ohio Prof.Cond.R. 2.1 — independent professional judgment.
- Ohio Prof.Cond.R. 3.3 — candor toward the tribunal.
- Ohio Prof.Cond.R. 5.1 and 5.3 — supervisory responsibilities; nonlawyer assistance.
- Ohio Jud.Cond.R. 1.2, 2.10, and 3.5 — public confidence; statements on pending matters; nonpublic information.
- Ohio Board of Professional Conduct, *Ohio Ethics Guide: Artificial Intelligence for Lawyers and Judicial Officers* (2026), available through the Supreme Court of Ohio’s Artificial Intelligence Resource Library.
- Ohio Board of Professional Conduct Adv. Op. 2017-05 — supervision of nonlawyer vendors; confidentiality.
- ABA Model Rule 1.1, Comment [8] — technological competence.
- ABA Formal Op. 512 (2024) — generative artificial intelligence tools.
- ABA Formal Op. 498 (2021) — supervision of nonlawyers within and outside the firm.
- ABA Formal Op. 480 (2018) — hypotheticals and client confidentiality.
- ABA Formal Op. 379 (1993) — billing; economies must benefit the client.
- N.M. Adv. Op. 2024-004 — generative AI; confidentiality and supervision.
- *Mata v. Avianca, Inc.*, 678 F. Supp. 3d 443 (S.D.N.Y. 2023) — fabricated AI citations.
- *United States v. Heppner*, 2026 WL 436479 (S.D.N.Y. Feb. 17, 2026) — privilege and work product for a party’s AI exchanges.
- *Tremblay v. OpenAI*, 2024 WL 3748003 (N.D. Cal. 2024)

Client File Document Retention Policy

During the course of our work for you on this matter, our office will create and maintain a paper file and an electronic file. Some documents may exist in both files, some in one or the other.

When our work for you on this matter is concluded, we will:

- 1) send you a “closing letter” stating that the representation has ended; and
- 2) return to you all original documents you have provided to us during the course of the representation.

It is our policy to remove and destroy from the paper file all documents that are publicly available. This includes pleadings that have been filed with the court, news articles, etc. We also remove and destroy from the paper file duplicates of documents we also have in electronic form. This may include expert reports, deposition transcripts, discovery responses, medical records, etc. In some cases, a protective order is entered by the court, which requires the return or destruction, at the conclusion of the case, of certain documents produced during the case. If such an order is entered by the court in your case, you will be made aware of it at the time of the order. We will obey any such order and return or destroy the documents as required by the order.

The remainder of our file will be maintained for seven years from the date of the closing letter we send to you. If you want to review the file or obtain a copy of part or all of it, you may do so by sending a written request to one of the attorneys managing your file or their legal assistants. We will provide you with a paper copy of all paper documents in your file and an electronic copy of all documents maintained electronically in your file. If you cannot access our email file electronically, a paper copy of our emails will be provided. This will be provided to you without cost. If you request paper copies of documents we maintain electronically, other than email, we will charge you commercially reasonable copy charges.

On or after the seventh anniversary of our closing letter to you, at a time convenient to us, we will destroy the remaining file in a manner designed to ensure confidentiality. If we believe there is a reason to maintain the file for a longer period, we may do so.

If you have any questions about this policy, please contact us to discuss your questions or concerns. By accepting our representation in this matter, you agree to the terms of this policy.