

KoonsFuller

Family Law

LEGAL EDUCATION · ARTIFICIAL INTELLIGENCE

Generative AI & the Rules of Professional Conduct

An ethical framework for the practice of law.

Thomas J. Daley · KoonsFuller Family Law

Prepared for the attorneys of Abernathy Roeder Boyd Hullett · July 2026



THE FRAMEWORK

The Ethical Framework

The rules and opinions that govern our use of AI.



The Rules That Govern Us



Rule 1.01

Competence

Competence now includes technological competence (Comment 8). We must understand the tools we use.



Rule 1.05

Confidentiality

Client data must never be entered into a public AI model. This is non-negotiable — narrative vs. transactional.



Rule 3.03

Candor to the Tribunal

We are responsible for everything we file. AI “hallucinations” violate this duty.



Each lawyer should strive to become and remain proficient in the practice of law, including the benefits and risks associated with **relevant technology**.

TDRPC RULE 1.01, COMMENT 8

The Rules That Govern Us



Rule 5.03

Supervision

Shareholders and supervising attorneys are responsible for AI use by non-lawyers — and by other lawyers. This is a team effort.



Rule 1.04

Fees & Billing

Fees must stay transparent and reasonable, ensuring value to the client. We CANNOT bill for time saved by AI. (Ethics Opinion 705.)



A lawyer shall be subject to discipline for the conduct of a non-lawyer that would be a violation of these rules **if engaged in by the lawyer.**

TDRPC RULE 5.03

FORMAL GUIDANCE

Ethics Opinions

Direct guidance on AI and our ethical duties — we follow it closely.

ABA Formal Op. 498

ABA Formal Op. 512

Texas Ethics Op. 705

Virtual Practice



IN PLAIN TERMS

Lawyers are not relieved of their ethical obligations when team members work from home or use electronic networks to transmit client-confidential information.

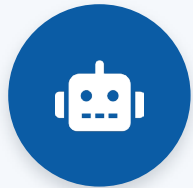
March 10, 2021



Lawyers must make reasonable efforts to **prevent inadvertent or unauthorized disclosures** of information relating to the representation, and take reasonable precautions when transmitting such information.

ABA FORMAL OPINION 498

Generative Artificial Intelligence



IN PLAIN TERMS

Lawyers using AI are not relieved of any ethical obligations — and cannot hide behind an “AI made me do it” defense.

July 29, 2024



Lawyers using generative AI tools must **fully consider their applicable ethical obligations** — competence, confidentiality, communication, supervision, meritorious claims, candor to the tribunal, and reasonable fees.

ABA FORMAL OPINION 512

The Standard for Texas Lawyers

“

While there may be many ways that generative AI can assist in the practice of law, Texas lawyers must always be aware of the ethical issues that may arise. Lawyers should **acquire basic technological competence** before using any AI tool, ensure the tool **does not imperil confidential client information**, **verify the accuracy** of any responses received, and **should not charge clients for the time “saved”** by using a generative AI program.

TEXAS CENTER FOR LEGAL ETHICS — OPINION 705

FOUR DUTIES



Gain Competence

Learn the tool before you use it.



Protect Confidences

Never imperil client information.



Verify Accuracy

Check every output the tool gives you.



No Billing for Saved Time

Don't charge for time the AI saved.

Don't Retreat From New Technology



THE OTHER SIDE OF COMPETENCE

We can't simply avoid learning AI, even when we're worried about its implications. At some point, refusing time-saving technology conflicts with the duty to charge reasonable fees.



Lawyers should not **unnecessarily retreat from the use of new technology** that may save significant time and money for clients.

TEXAS ETHICS OPINION 680 · SEP. 2018

But Know the Limits & Risks

If you do use generative AI, you must understand it well enough to evaluate:



Hallucinations

The risk of hallucinations or plainly inaccurate answers presented as fact.



Incomplete Data

Limitations imposed by the model's use of incomplete or inaccurate training data.



Confidentiality

The potential for exposing confidential client information to third parties.

Our Duty of Competence



Understand the Tool

We must understand GenAI's core functions, its benefits, and — most importantly — its risks.

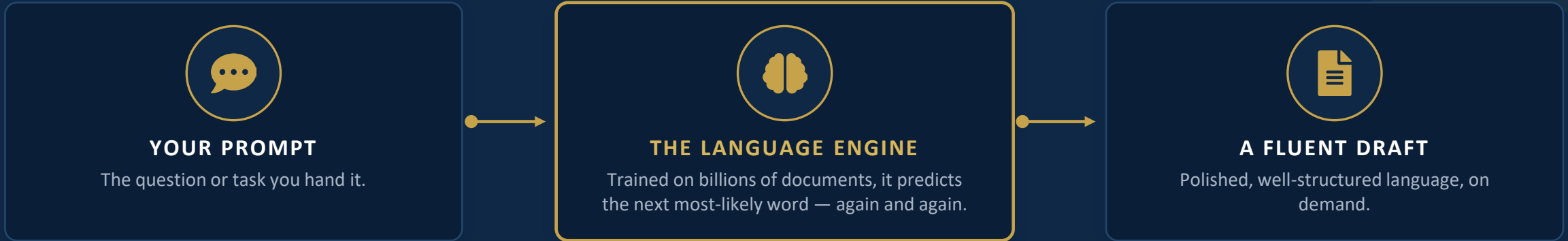


Adapt & Learn

This duty requires continuous learning. The technology and the rules are evolving fast, and we will evolve with them.

What Is a Large Language Model?

It's a language engine — not a database of facts.



WHY IT'S BUILT FOR LEGAL WORK

Law runs on language and templates — drafting, summarizing, term sheets, clause libraries. A language engine is extraordinary at exactly this work.

WHY IT “HALLUCINATES”

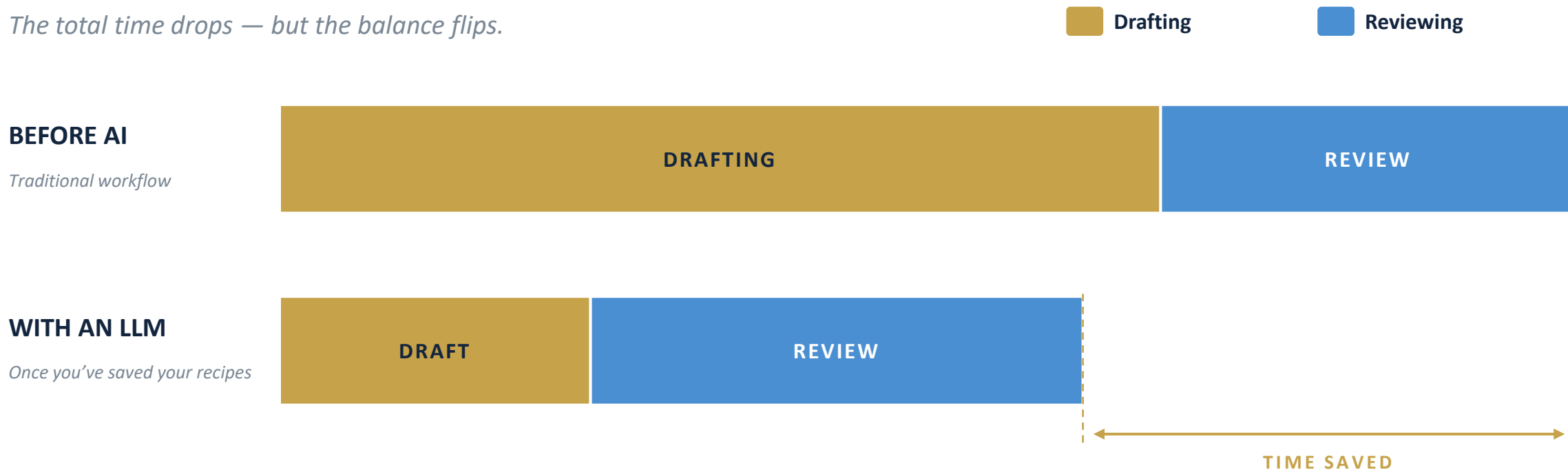
It's built to sound right, not to be right. The same fluency that drafts your term sheet can invent a citation or a holding that never existed — stated with total confidence.

- Sounds right ≠ is right
- Always verify the output
- Never input client confidences

HOW AI CHANGES THE WORKFLOW

Less Drafting. More Reviewing.

The total time drops — but the balance flips.



Drafting shrinks, reviewing grows — review is now the larger share of a smaller total. Verifying the work is where your time goes.



No time to check every citation? Then don't use AI.

If you can't verify every cite — to an agreement, record, transcript, or authority — don't use it. In a hurry, you won't catch the hallucinations. Stay safe.

Where Do Your Words Go?

The account you choose matters more than anything you type.



CONSUMER & FREE TIERS

- May use your chats to train the model
- Human reviewers may see samples
- Retention you don't control
- Not a home for client confidences



BUSINESS & ENTERPRISE TIERS

- No training on your data (by contract)
- Zero- or limited-retention options
- Admin controls; DPA / BAA available
- The right home for client-related work



A temporary chat or a deleted session is hygiene — not confidentiality. The real safeguard is the account and its terms. (TDRPC 1.05)

Exact terms vary by provider and plan — verify current policies before relying on them.

Open-Book Beats Closed-Book

The fix for “hallucination”: give it the source.



CLOSED-BOOK

ASKED FROM MEMORY

It reconstructs what an answer should look like from training — and can invent citations, quotes, and holdings that were never there.



OPEN-BOOK

GIVEN YOUR SOURCES

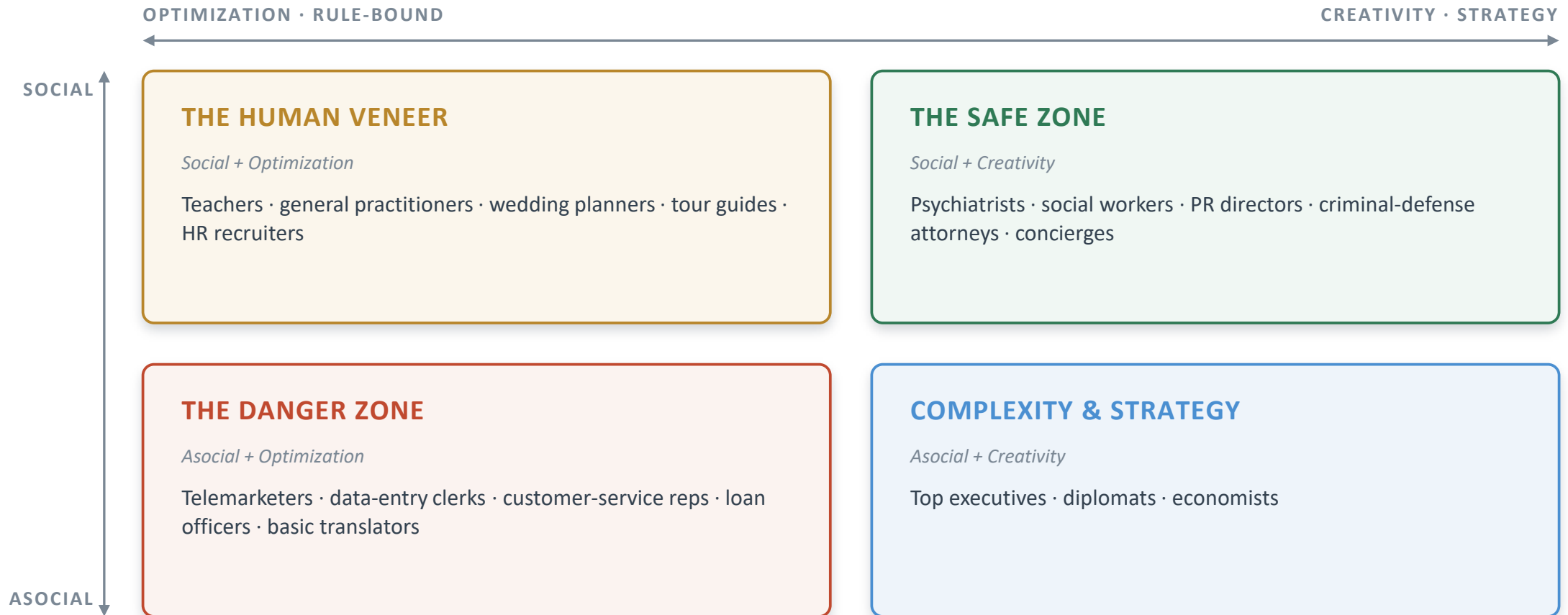
It works only from the documents you provide — quoting and summarizing what’s actually there, so you can check every line against the source.



This is NotebookLM’s whole idea — it answers only from the sources you give it, with citations back to the page. Open-book by design.

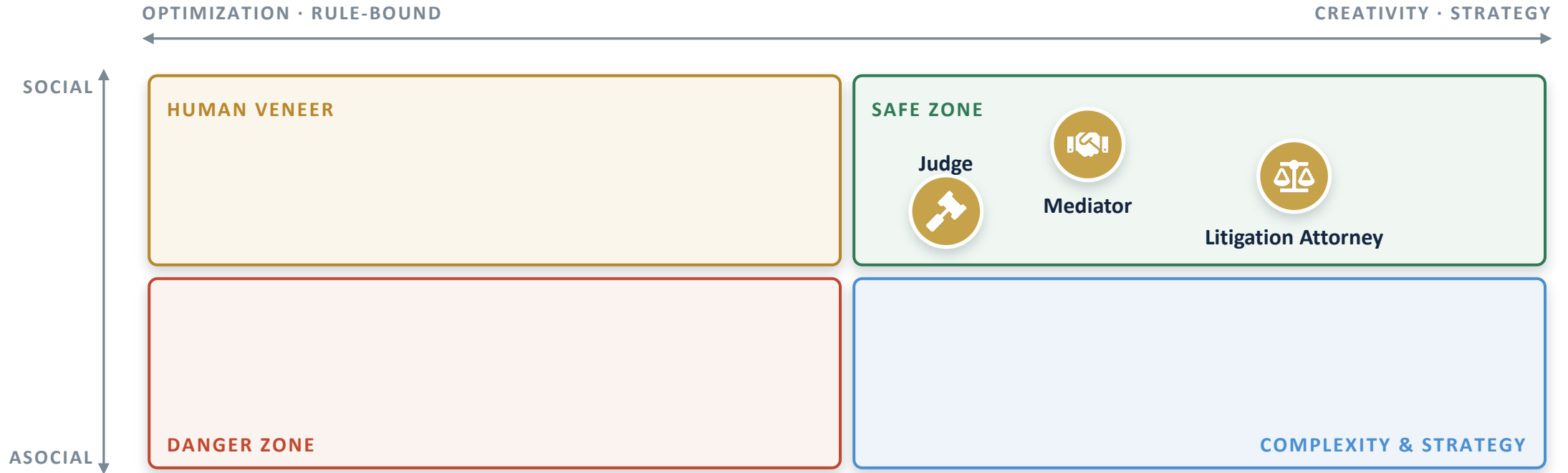
Which Work Does AI Threaten?

Two axes: how rule-bound the work is, and how human it is.



Where Our Work Sits

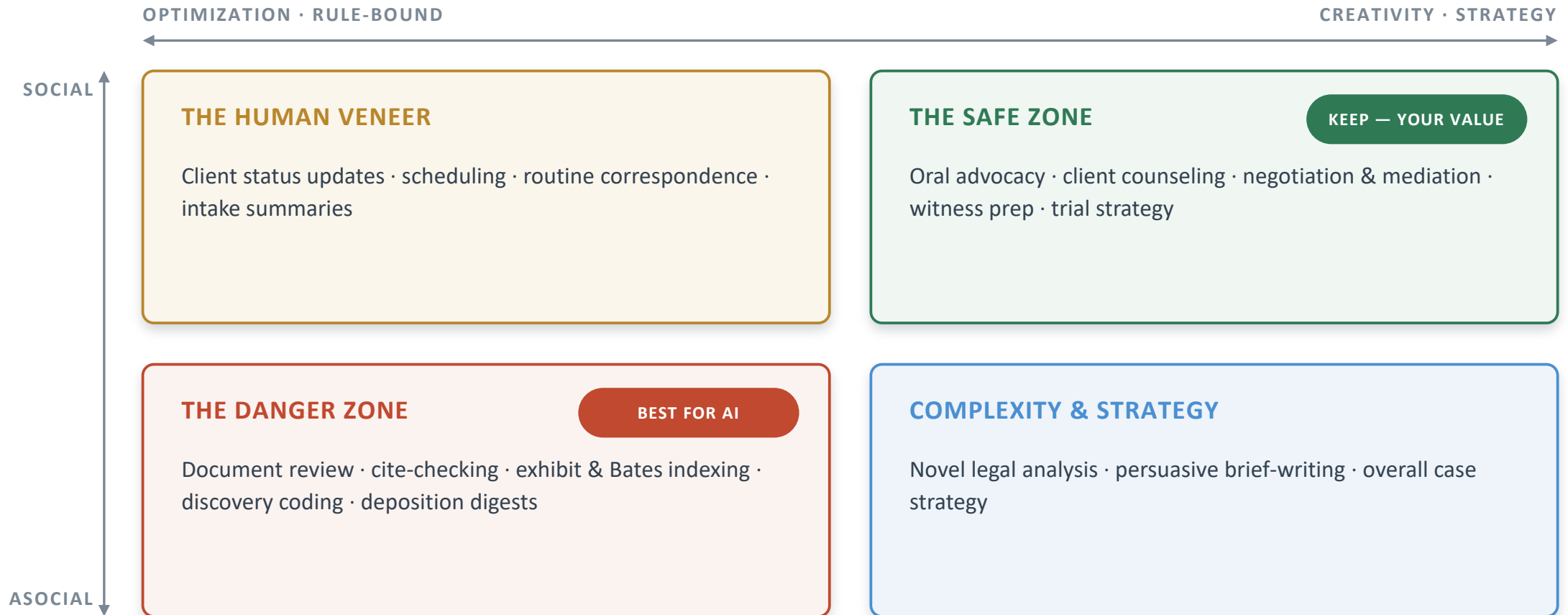
Our highest-value work lives where AI is weakest.



Your role sits top-right — judgment, advocacy, trust. But the tasks split: routine drafting lives lower-left, where AI helps. Delegate the drafting; keep the judgment.

Where Your Tasks Fall

Delegate the lower-left. Keep the upper-right.



Treat It Like a Brilliant New Associate

Fast, tireless, endlessly well-read — and never to be trusted unchecked.



WHAT IT'S GREAT AT

- Drafts in seconds, not hours
- Tireless, and never complains
- Well-read across enormous material
- A superb first-pass writer and summarizer



WHY YOU STILL SUPERVISE

- Confidently, fluently wrong
- Invents cases, quotes, and cites
- No judgment and no accountability
- Doesn't know what it doesn't know



You'd never file a young associate's brief without reading it. Same rule here. (TDRPC 5.03 — Supervision.)

How to Review AI Output

The review is the work now — here's the checklist.



1. Pull every citation — read the actual source. Does the case exist, and does it truly say what the draft claims?



2. Verify every quote and pincite. Check them against the original, word for word and page for page.



3. Sanity-check the holding and the facts. Parties, dates, dollar amounts, and procedural posture.



4. Hunt for confident gaps. Fluent, polished prose can paper over a missing or invented link.



5. Own the output — you're signing it. The AI has no duty to the tribunal. You do. (Rule 3.03.)

Green Light, Yellow Light, Red Light

A quick rule of thumb for delegating to AI in daily practice.



GO

Draft freely, then review

- First drafts from your outline
- Summarizing your own documents
- Reformatting & reorganizing
- Translating legalese
- Brainstorming arguments



VERIFY FIRST

Useful, but check every fact

- Legal research & citations
- Case-law summaries you'll rely on
- Anything a client will see
- Facts headed into a filing



STOP

Don't do this

- Filing or serving anything unverified
- Client confidences or PII in consumer tools
- Final work product without your review

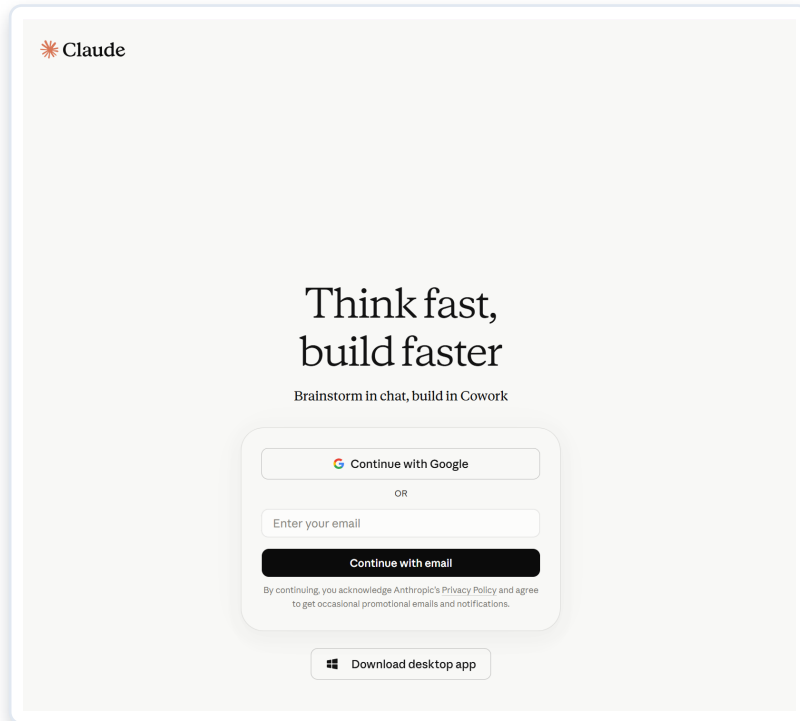
A LIVE WALKTHROUGH

Let's Put It to Work

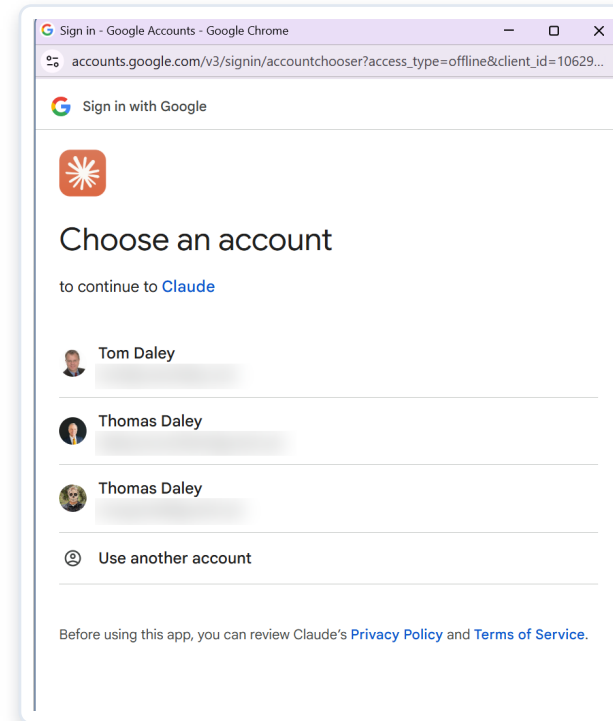
From the rules to the keyboard — using Claude, end to end.



Log In to Claude



1 · Go to *claude.ai*



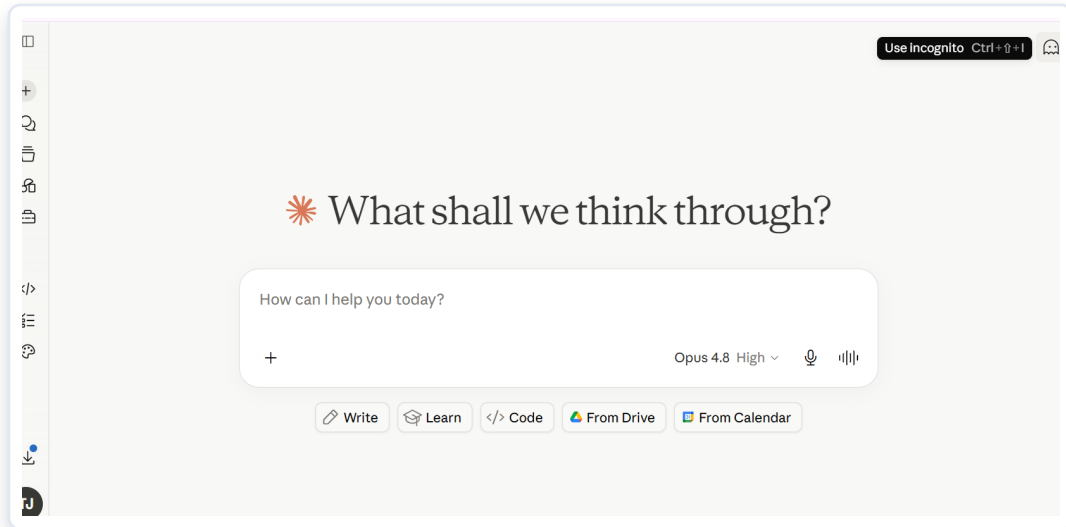
2 · Choose your work account



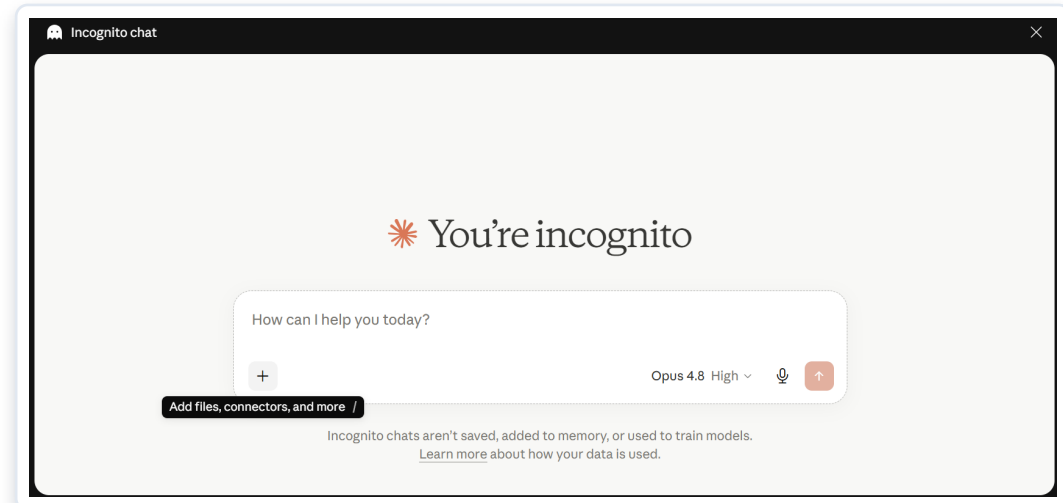
Which account you sign into is your Rule 1.05 decision — use your firm's managed account, not a personal free one.

STEP 2

Start a Temporary Chat



1 · Ghost icon → "Use incognito"

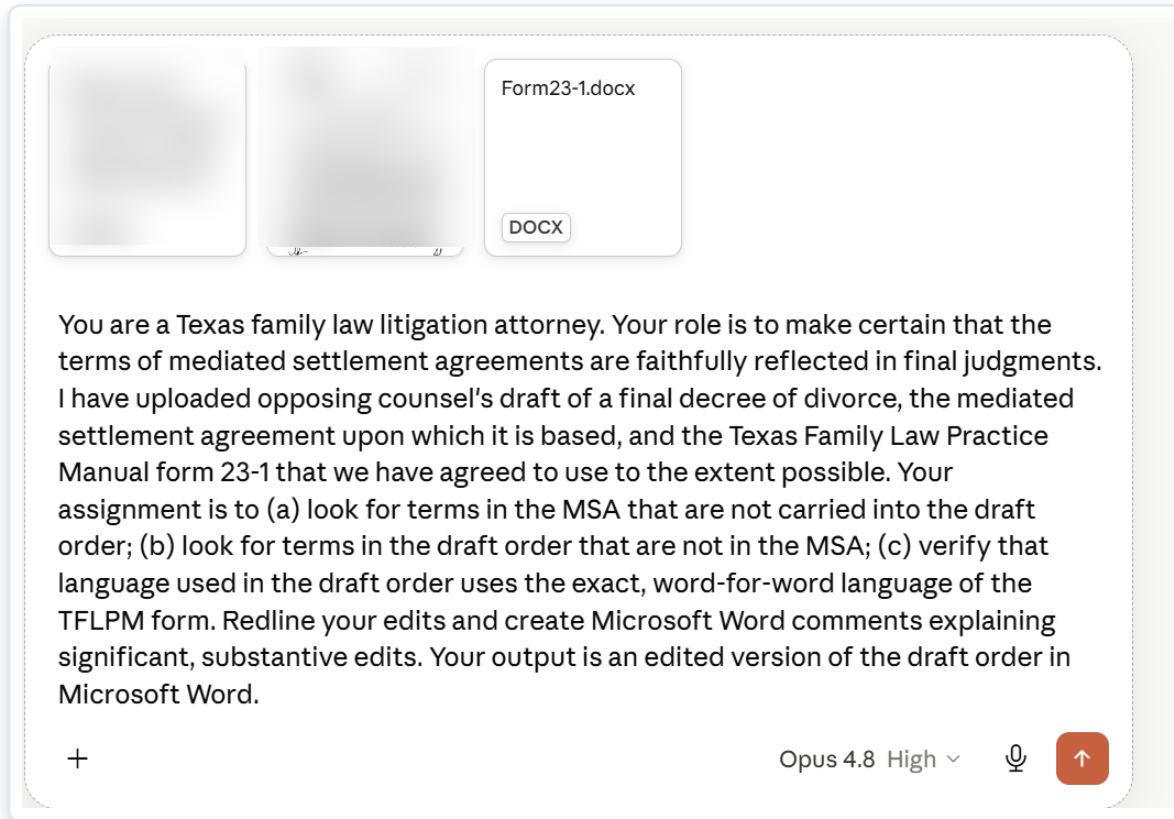


2 · "You're incognito" — nothing saved



Same idea as "Where Your Words Go": an incognito chat isn't saved, added to memory, or used to train the model. Still not a substitute for the right account on truly sensitive matters.

Bring Your Documents, Then Ask Well



The screenshot shows a document upload interface. At the top, there are three blurred document thumbnails. The rightmost one is labeled 'Form23-1.docx' and has a 'DOCX' file type indicator below it. Below the thumbnails is a text area containing a detailed task description. At the bottom of the interface, there is a plus sign on the left, the text 'Opus 4.8 High' with a dropdown arrow, a microphone icon, and a red square button with a white upward-pointing arrow.

You are a Texas family law litigation attorney. Your role is to make certain that the terms of mediated settlement agreements are faithfully reflected in final judgments. I have uploaded opposing counsel's draft of a final decree of divorce, the mediated settlement agreement upon which it is based, and the Texas Family Law Practice Manual form 23-1 that we have agreed to use to the extent possible. Your assignment is to (a) look for terms in the MSA that are not carried into the draft order; (b) look for terms in the draft order that are not in the MSA; (c) verify that language used in the draft order uses the exact, word-for-word language of the TFLPM form. Redline your edits and create Microsoft Word comments explaining significant, substantive edits. Your output is an edited version of the draft order in Microsoft Word.

A specific role + your own source files + a precise task

ROLE

A Texas family-law litigator ensuring MSAs are honored in final judgments.

CONTEXT

Uploaded: opposing counsel's draft decree, the MSA, and TFLPM Form 23-1.

TASK

(a) MSA terms missing from the order; (b) extra terms in the order; (c) boilerplate matches the form, verbatim.

OUTPUT

Redlined edits + Word comments → an edited Word document.

STEP 4

It Reasons Through the Task

Scrutinizing child support deadlines and enforcement language provisions

Now let me review Form 23-1 to check the draft's boilerplate against the TFLPM language.

Scrutinizing form alignment and identifying missing headings



Claude works through the reconciliation, step by step



It doesn't just fill in a form — it reads the MSA, the draft order, and the TFLPM form and reasons about where they disagree. On this matter, it caught something the exhibits got wrong.

It Caught What Mattered

Incognito chat

QA pass complete. All prior tracked changes and comments from you and Ms. [REDACTED] served; my additions carry the author "Claude (AI Redline)."

The critical catch — R-9 (B [REDACTED] 01(k)). The draft awards Ms. [REDACTED] which is *Husband's* share on the MSA spreadsheet (W 57.17% / H 42.83%), and it contradicts P-11 in the same draft. The MSA body goes further still: "Wife is awarded 58% of the account balance," and the Financial and Retirement Accounts paragraph awards per the spreadsheet only "except as specifically stated otherwise herein" — so the body's express 58% controls. I redlined both R-9 and P-11 to **58%**, changed "vested accrued balance" to the MSA's "account balance" (the MSA has no vesting limitation), and restored the interest/dividends/gains/losses language. Expect a counter at 57.17%; the comment lays out the argument.

Other substantive edits, each with an explanatory comment:

- **FERS survivor annuity cost** — draft deducted it from Wife's share of the *survivor benefit*; MSA says from her share of the *FERS benefit*. Conformed.
- **Form 25-21 COAP** — the MSA's agreement to use TFLPM Form 25-21 as the [REDACTED] "court order acceptable for processing" was missing entirely. Inserted, with a

2026 07 09 f

assure the maximum reimbursement or direct payment by any insurance company of the incurred health-care expense, including but not limited to requirements for advance notice to any carrier, second opinions, and the like. Each conservator is **ORDERED** to use "preferred providers," or services within the health maintenance organization or preferred provider network, if applicable. Disallowance of the bill by an insurance company shall not excuse the obligation of a conservator to make payment. Excepting emergency health-care expenses incurred on behalf of the child, if a party incurs health-care expenses for the child using "out-of-network" health-care providers or services, or fails to follow the insurance company procedures or requirements, that conservator shall pay all such health-care expenses incurred absent advance written agreement of the conservators allocating such health-care expenses, in which case such health-care expenses shall be paid fifty percent (50%) by each conservator.

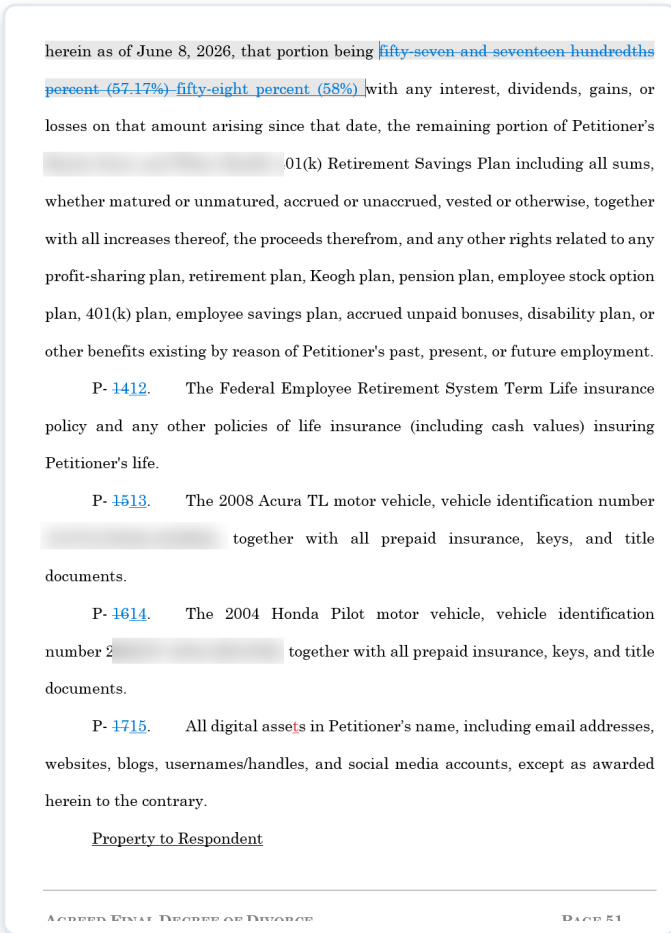
10. Claims - Except as provided in this paragraph, a conservator who is not carrying the health or dental insurance policy covering the child is **ORDERED** to provide to the party carrying the policy, within fifteen days of receiving them, all forms, receipts, bills, and statements reflecting the health-care expenses the conservator not carrying the policy incurs on behalf of the child. In accordance with section 1204.251 and 1504.055(a) of the Texas Insurance Code, **IT IS ORDERED** that the conservator who is not carrying the health or dental insurance policy covering the child, at that conservator's option, or others as authorized by law, may

THE CRITICAL CATCH

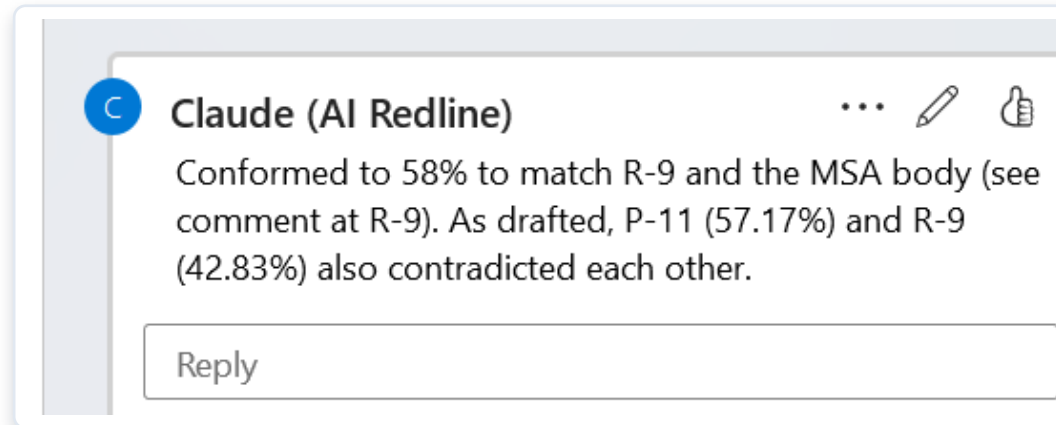
The draft's own exhibits disagreed on the 401(k) split — 57.17% vs 42.83% vs 58%. Claude flagged the contradiction, conformed the decree to 58% to match the MSA body, and left a comment laying out the argument.

Not just drafting — it caught a real, substantive discrepancy across the exhibits.

Redlines & a Comment, in Word



Claude's inline comment on the change

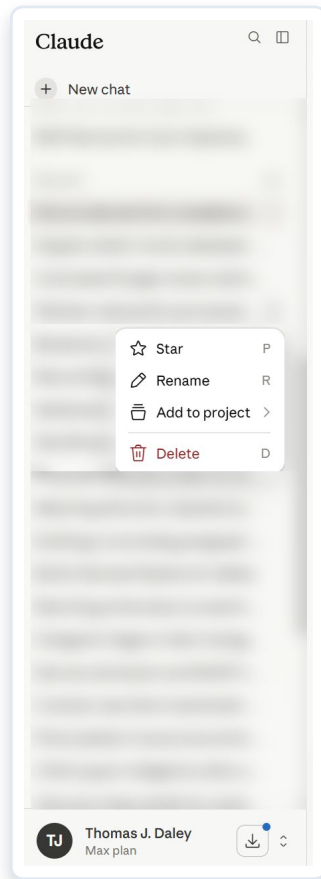


- 1 The split changes 57.17% → 58% as a tracked edit you can accept or reject.
- 2 The comment explains the fix — the exhibits and the MSA body contradicted each other.



You review and accept each change — the tool drafts; you stay in control. (Rule 3.03.)

Delete a Chat When You're Done

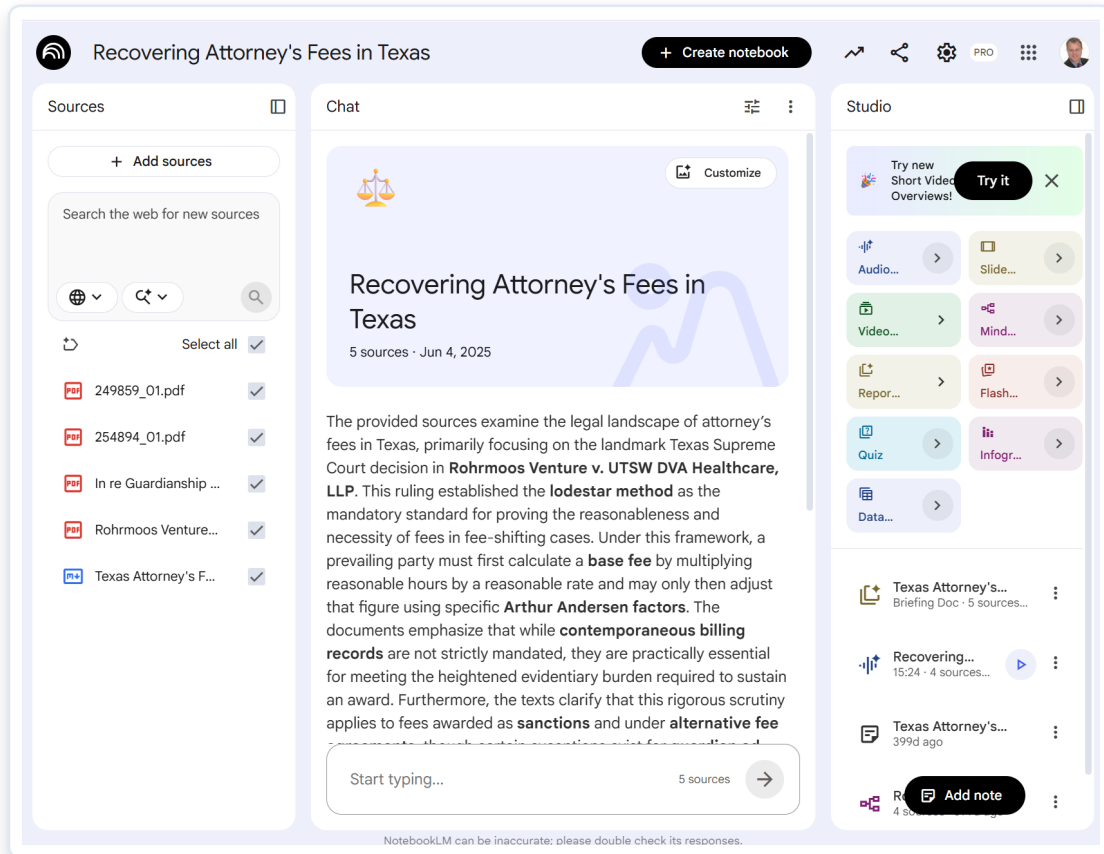


- 1 Hover the chat in your history and open the ... menu.
- 2 Choose Delete.
- 3 Temporary / incognito chats were never saved in the first place.



Deleting is hygiene, not a confidentiality cure — and Gemini offers no per-chat delete. The real safeguard remains the account and its terms (Rule 1.05).

NotebookLM: Open-Book, By Design



1

SOURCES

The documents you upload — case law, forms, your own files.

2

CHAT

Answers built only from those sources, cited back to them.

3

STUDIO

Turn the sources into audio overviews, slides, mind maps, reports, quizzes — even infographics.



This is “open-book” (slide 15) — it works only from what you give it. The antidote to hallucination.

Turn Your Sources Into Anything

Attorney's Fee Legal Standard Guide

View 5 sources

The New Standard: Proving Attorney's Fees Under *Rohrmoos Venture*

The Texas Supreme Court's landmark ruling in *Rohrmoos Venture v. UTSW DVA Healthcare, LLP* (2019) clarified that the "lodestar method" is the required standard for proving the reasonableness and necessity of attorney's fees in fee-shifting cases. Failure to meet these specific evidentiary rigors often leads to reduced awards or total reversals on appeal.

The Two-Step Lodestar Method

Step 1: Calculate the Base Lodestar
Reasonable Hours Worked × Reasonable Market Hourly Rate = Presumptively Reasonable Fee

Multiply the reasonable hours worked by a reasonable market hourly rate to reach a "presumptively reasonable" fee.

Step 2: The Adjustment Phase
Adjust the base figure up or down using Arthur Andersen factors only if not already subsumed in Step 1.

The Evidentiary Checklist

The Five Essential Pillars of Proof

- 1. Particular Services:** Detailed description of specific tasks performed.
- 2. Who Performed Them:** Identification of the attorney or staff member.
- 3. When:** Specific dates the services were rendered.
- 4. Time Spent:** Accurate record of time dedicated to each task.
- 5. Hourly Rate:** The hourly rate charged for the services.

PRO-TIP
Billing Records: The Practical Necessity. While not "technically" required, contemporaneous records are strongly encouraged and essential if fees are contested.

Mandatory Segregation of Fees
Claimants must separate for recoverable claims from non-recoverable ones unless they are "completely intertwined".

Recoverable Claims | Non-Recoverable Claims

Good content | Bad content

EVERY OUTPUT IS GROUNDED IN YOUR SOURCES

This infographic on the Rohrmoos attorney's-fee standard was generated only from the five uploaded sources — and it cites back to them.

STUDIO CAN GENERATE

Audio Overview · Slides · Video · Mind Map · Report ·
Flashcards · Quiz · Infographic



It can teach the material back to you in any format — but always from your documents, never from thin air.

FOR YOUR PRACTICE

Real-World Playbooks

Concrete family-law workflows — and the right tool for each job.



Timekeeping Export → Fee Summary

RAW EXPORT · 394 ENTRIES

| Date | Timekeeper | Task | Hrs |
|------|------------|--------------------------------|------|
| 7/07 | T. Daley | Hearing preparation | 4.0 |
| 7/07 | N. Garrett | Conf. to prepare for hearing | 3.75 |
| 7/07 | S. Gayler | Review memo; correspondence | 0.5 |
| 7/06 | T. Daley | Hearing prep; refresh exhibits | 2.5 |
| 7/02 | N. Garrett | Review opposing motion | 0.25 |
| ... | ... | <i>394 entries in all</i> | ... |



FILING-READY SUMMARY

| Timekeeper | Rate | Hrs | Amount |
|-------------------------------|---------------|-------|--------------------|
| Tom Daley | \$525 | 67.00 | \$35,175.00 |
| Neda Garrett | \$500 / \$525 | 59.25 | \$31,056.25 |
| Season Gayler | \$200 | 58.25 | \$11,650.00 |
| Jason Patalano | \$250 | 1.25 | \$312.50 |
| Lauren Harris | \$375 | 0.75 | \$281.25 |
| <i>Costs & expenses</i> | | | \$2,981.60 |
| TOTAL FEES & COSTS | | | \$81,456.60 |



Hours of manual tabulation become minutes — then you verify the totals against the records before it's filed. (Rule 1.04 — no billing for the time AI saved.)

A Folder of Files → An Exhibit List



THE CASE FILE

- Answer & pleadings
- Hearing transcripts
- Modification invoices
- Fee summaries
- Timeline & orders



RESPONDENT'S EXHIBIT LIST

| Ex. | Description |
|-----|---|
| 001 | Our Answer |
| 002 | TFC 156.005 – Frivolous Filing of Suit |
| 003 | Transcript – Motion to Compel (P20–L2) |
| 005 | Fee Agreement |
| 007 | Fee Summary – By Timekeeper |
| 011 | Petition to Modify |
| 015 | [Client] Timeline – Amended |
| 020 | Transcript – Temporary Orders (P55–L24) |
| ... | <i>21 exhibits in all</i> |

Drafting From Your Evidence

A · Emergency TRO Affidavit



Client email + photos



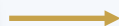
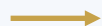
Sworn affidavit

A first-draft affidavit in support of a temporary restraining order.

C · Damages Exhibit



Receipts & invoices



Damages exhibit

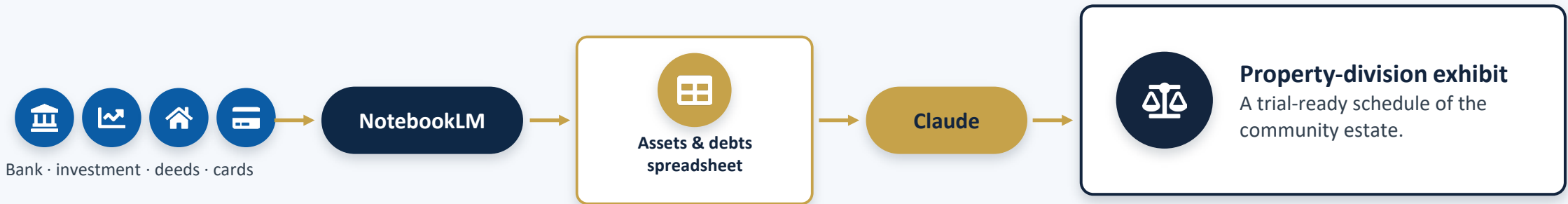
An itemized, totaled damages schedule ready to mark and offer.



You supply the evidence and verify the draft — it just does the assembling.

Bigger Workflows, Two Tools

B · Property-Division Exhibit (NotebookLM → Claude)



D · Issue List From Client Email



THE BOTTOM LINE


Competence. Confidentiality. Candor.


- 01 Understand the tools — competence now includes technology.
- 02 Never expose client confidences to a public AI model.
- 03 You own every output — verify it, and don't bill for time saved.



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