

ABA Formal Opinion 512 – Compliance Checklist for Law Firms

The 12 items every firm using AI needs to address — mapped to ABA Model Rules. Use this for engagement letters, partner-meeting agendas, and panel/RFP responses.

From HitLai Institute — Module L1: “The ABA 512 Problem”

WHAT ABA 512 ACTUALLY SAYS

ABA Formal Opinion 512 (2024) extends existing Model Rules to AI use by lawyers. It does not create new obligations; it makes clear that **existing duties apply** to AI-assisted work — competence (1.1), confidentiality (1.6), supervision (5.1, 5.3), communication (1.4), candor (3.3), and fees (1.5).

Translation for SMB and mid-size firms: **AI is a tool. The lawyer is still accountable for everything the tool produces.** Sanctions in *Mata v. Avianca* and similar cases confirm courts will not accept “AI did it” as a defense.

This checklist is not legal advice. It’s a practical operational layer that aligns your firm with ABA 512’s practical implications.

THE 12-ITEM CHECKLIST

For each item, mark Done / In Progress / Not Yet. Anything below “Done” is a gap — schedule it before next month’s partner meeting.

COMPETENCE (Model Rule 1.1)

- 1. Every lawyer using AI in this firm has been trained on its limitations.** - Specifically: hallucination, citation fabrication, jurisdiction-specific errors, date cutoffs. - Documented? When? By whom?
 - 2. Every AI tool in use has a documented purpose.** - “Drafting” vs. “research” vs. “summarization” vs. “client communication” — each carries different competence implications. - One tool, one approved use case at a time.
 - 3. AI output is verified against authoritative sources before any external use.** - Citation verification is non-negotiable. Every cited case, statute, or rule must be checked in Lexis, Westlaw, or the official source. - Citations from AI without verification = sanctioned attorney territory. *Mata v. Avianca* is your warning shot.
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CONFIDENTIALITY (Model Rule 1.6)

- 4. Privileged material does not flow to public AI providers.** - Free ChatGPT, free Claude, free Gemini = third-party processors. Anything pasted is confidential client material at risk. - Either use

enterprise/business AI tiers with “no training” contracts OR self-hosted AI on the firm’s network. - Document which AI tools are approved for which kinds of work.

5. Anonymization protocols exist for any external AI use. - Replace client names, opposing parties, case numbers, and specific identifying facts with placeholders BEFORE sending to any AI. - Train all attorneys and paralegals on the protocol.

6. AI deployment for the firm meets your jurisdiction’s data-residency requirements. - For multi-state firms, confirm compliance with the most restrictive jurisdiction. - For self-hosted deployment, your data never leaves your network — this is the safest path for privileged work.

SUPERVISION (Model Rules 5.1, 5.3)

7. Associates and paralegals using AI are supervised in line with non-AI work. - Partner reviews AI-assisted output the same way they would if it were drafted by a junior associate. Possibly more closely, given hallucination risk. - AI is treated as a non-lawyer assistant under 5.3, not as a substitute for legal judgment.

8. The firm has a written AI use policy. - Approved tools, approved use cases, prohibited uses, supervision requirements, escalation paths. - Updated at least annually. - Every new lawyer / paralegal acknowledges it before using AI on firm matters.

CLIENT COMMUNICATION (Model Rule 1.4)

9. Clients are informed when AI is used on their matter. - ABA 512 strongly suggests disclosure when AI is used in a substantive way. - Standard disclosure clause in your engagement letter (see L1-02 — AI Disclosure Clause Template).

10. Clients can opt out of AI use on their matter. - Practical implication: not every client wants AI assistance. - Have a documented protocol for handling opt-outs (which means certain matters run AI-free).

CANDOR TO TRIBUNAL (Model Rule 3.3)

11. Court filings are subject to the strictest verification protocol. - Every citation in a filing is verified at the source (Lexis/Westlaw/official). Period. - Two-person verification on AI-drafted filings: drafter + supervising attorney. - Some federal courts now require AI-disclosure certifications — check local rules in every jurisdiction you file in.

FEES (Model Rule 1.5)

12. Billing reflects the reality of AI assistance. - Reasonable fees: when AI saves you 80% of drafting time, billing 100% of pre-AI hours is a 1.5 problem. - Two paths: (a) reduce hours billed proportionally, (b) shift to flat fees / value-based for AI-assisted matters and pass some savings to clients. - Internal time-tracking should distinguish “AI-assisted hours” from “lawyer-only hours” for billing-rate decisions.

DOCUMENTATION YOUR FIRM SHOULD HAVE

When state bar inquires, when a client asks, or when a court requires a certification, you should be able to produce within 48 hours:

1. **Firm AI Use Policy** (single document, updated annually)
2. **List of approved AI tools** with vendor data-handling terms attached
3. **Training log** — who completed what AI training, when
4. **Supervision protocol** — how partners review AI-assisted work
5. **Engagement letter template** including the AI disclosure clause
6. **Opt-out log** — which clients have opted out of AI assistance
7. **Verification protocol** — specifically for citations and case-law claims
8. **Audit trail** — for any AI-assisted matter, evidence of the verification step

This is the documentation a panel committee or an opposing counsel's discovery request would test against.

THE FOUR MISTAKES THAT GET LAWYERS SANCTIONED

1. **Filing without verifying every citation.** *Mata v. Avianca* was about this exactly. Wholly preventable.
2. **Pasting privileged material into a public AI tool.** Confidentiality breach is sanctionable; privilege waiver may also follow.
3. **Failing to disclose AI use to clients on substantive matters.** Communication-rule violation.
4. **Billing for time AI did the work in.** Fee-rule violation.

Each is a delegation failure: the lawyer asked AI to do too much without enough verification, supervision, or honesty about what AI was doing.

THE TRUST JOURNEY FOR LEGAL WORK

The trust journey applies to law, but with stricter ceilings than other industries:

Setting	Use case in legal	Notes
AI watches	Brand-new matter type, brand-new associate	Always start here on unfamiliar work.
AI suggests	Research summaries, brief drafting starter, contract abstraction	Always read AI's output critically before using a single sentence.
AI acts, you approve	Internal documents, intake forms, internal memos	Anything CLIENT-FACING stays at "AI suggests" minimum.
AI handles routine	Calendar entries from extracted contract dates, internal task creation, conflict-check pre-screen	NEVER for substantive legal work. NEVER for filings.

There is no "AI handles routine" for court filings, client advice, or signed documents. Period.

THE HITLAI / AICTRLNET ANSWER, IN ONE LINE

AI tools, your team, your systems — running together, safely.

For a law firm: AI drafts and extracts. Your associates and paralegals do the work AI can't. Partners supervise. Citations are verified before any external use. Privileged material stays inside your firm's network — including with self-hosted, air-gapped local AI via Ollama or vLLM. Your DMS, billing, and conflict systems take what's been verified. Every step auditable for state-bar inquiries, partner reviews, or panel/RFP defenses. Each part of your practice moves at its own pace.

Want a partner-meeting-ready walkthrough of this checklist for YOUR firm? That's Module L1 — bring your current AI policy (or your "we have no policy yet"). → hitlai.net/institute

This checklist is not legal advice. It is an operational framework based on ABA Formal Opinion 512 and is intended for internal firm use. Consult your state bar and ethics counsel for jurisdiction-specific guidance.

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