Consumer AI vs. Fiduciary-Grade AI in the Practice of Law

The ethical use of artificial intelligence tools in practice

Alta Pro Insurance Services x Thomson Reuters

September 23, 2026

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Meet the Presenter

Maddie Pipitone, Thomson Reuters – Maddie Pipitone is the Senior Manager of a team of AI Solutions Architects on Thomson Reuters' Customer Success team. She collaborates with customers to develop, document, and teach best practices for leveraging advanced AI technology in legal workflows, combining her expertise in law and technology. In a prior life, Maddie was a litigator with experience in insurance defense and general civil litigation. She has an active license in Texas.

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Agenda

- General-Purpose AI vs. Fiduciary-Grade AI
- Professional Responsibility and Ethics in AI Use
- AI Grounded in Real Law
- AI Purpose-Built for Attorneys
- AI that is Verifiable
- AI Governed by and for Attorneys
- Live Demo
- Call to Action

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Why Are We Here?

Lawyers have ethical obligations. AI tools don't, unless they are built that way.

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General-Purpose AI vs. Fiduciary-Grade AI™

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General-Purpose AI vs. Fiduciary-Grade AI™

Not all legal AI is built the same

General-Purpose AI (e.g., ChatGPT)	Fiduciary-Grade AI™ (e.g., CoCounsel Legal)
⚠️ Trained on public internet data	✅ Grounded in Westlaw & Practical Law content
⚠️ Uses user data for model	✅ No customer data used for training
⚠️ High risk of hallucinations	✅ Citations for every answer
⚠️ One-size-fits-all	✅ Agentic reasoning engineered for the law
⚠️ No ethical safeguards	✅ Ethics built in

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Four Pillars of Fiduciary-Grade AI™

Grounded	Purpose-Built	Verifiable	Governed
• *Reasoning built on Westlaw and Practical Law content, not the open web*	• *Engineered and evaluated by practicing attorneys, not adapted from general AI*	• *Every source linked and every reasoning step visible, so you can inspect — not just trust*	• *Your firm's data stays your firm's data — never used to train third-party models*

Professionals are clear about what their AI tools must do:

96%
safeguard confidential data

94%
ground outputs in authority

90%
defensible reasoning

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Professional Responsibility and Ethics in AI Use

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The Legal Ethics Landscape

Lawyers' Core Duties Don't Change

- Ethical rules still apply to AI – No AI exception
- AI is a tool, not legal judgment
- Lawyers remain responsible for AI-aided work
- Supervision and policy setting is key

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Significant Ethical Duties Implicated by AI

"Given the fast-paced evolution of [Generative AI] tools, technological **competence presupposes that lawyers remain vigilant about the tools' benefits and risks**."

ABA Formal Opinion 512 (2024)

Built for lawyers, Fiduciary-Grade AI aligns with ABA duties:

- Competence → *Attorneys must understand AI tools they choose to use*
- Confidentiality → *Don't risk client data with public tools*
- Candor → *Verify AI outputs before filing*
- Supervision → *Treat AI as nonlawyer assistance*

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Fiduciary-Grade AI™ Your Ethical Duties

Each pillar exists to help you satisfy your professional responsibilities:

Grounded	→	Diligence
Purpose-Built	→	Supervision
Verifiable	→	Candor
Governed	→	Confidentiality

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AI *Grounded* in Real Law

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Duty of Competence & Understanding AI

Understanding AI Is Now Part of Competence

- Lawyers must learn AI's capabilities and risks
- Stay updated on tools, updates, and case law
- Vet vendors for ethical alignment

Competent AI Use = Informed Use

- Read tool documentation and terms
- Understand limits: hallucinations, bias
- Seek expert advice when needed

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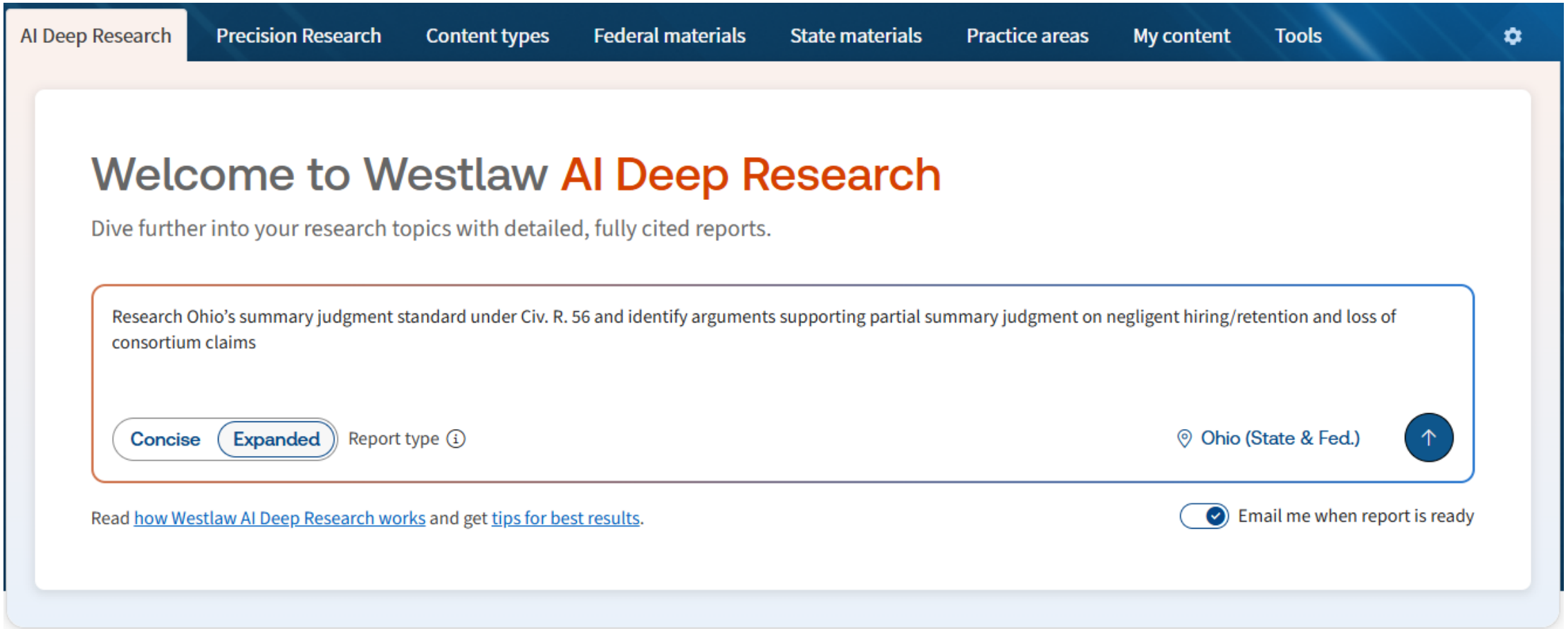
Westlaw Advantage – Grounded Legal Research



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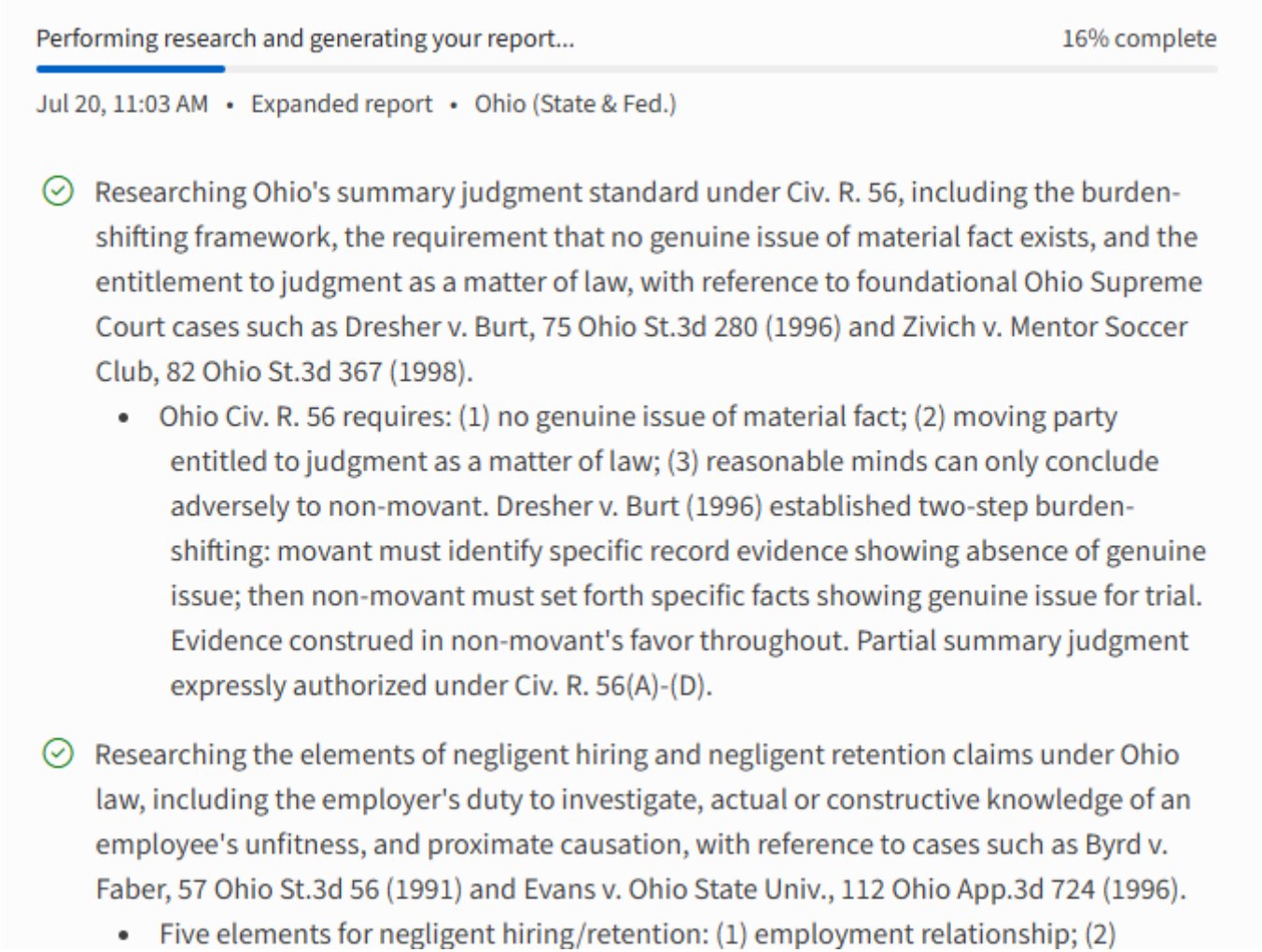
Westlaw Advantage – Grounded Legal Research



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AI Deep Research

Research Ohio's summary judgment standard under Civ. R. 56 and identify arguments supporting partial summary judgment on negligent hiring/retention ...

Start new research

Report | Verify | Enhance | Follow-ups | Sources (26) | Cases on both sides | Research steps

Report contents

Summary

Ohio's Summary Judgment Standard Under Civ. R. 56

- The Three-Part Test
- The Dresher Burden-Shifting Framework
- Partial Summary Judgment Under Civ. R. 56(A), (B), and (D)

Negligent Hiring and Negligent Retention Under Ohio Law

- The Five-Element Conjunctive Test
- Distinction Between Negligent Hiring and Negligent Retention

Summary

Under Ohio Civil Rule 56, summary judgment is proper when there is no genuine issue as to any material fact, the moving party is entitled to judgment as a matter of law, and reasonable minds construing the evidence most strongly in favor of the non-moving party can only conclude adversely to that party. Ohio's foundational burden-shifting framework, established in Dresher v. Burt, 1996-Ohio-107, 75 Ohio St. 3d 280, 662 N.E.2d 264, requires the movant to affirmatively identify specific record evidence demonstrating the absence of a genuine issue on an essential element before the burden shifts to the non-movant to produce specific facts showing a genuine issue for trial. Partial summary judgment is expressly authorized by Civ. R. 56(A) and (B), permitting a party to seek judgment on any part of a claim. On negligent hiring and negligent retention claims, the strongest arguments for partial summary judgment center on the employer's lack of actual or constructive knowledge of the employee's dangerous propensities—a conjunctive element that, if negated, defeats the entire claim. Because loss of consortium is a derivative claim under Ohio law, it automatically fails when the underlying tort claim is extinguished on substantive grounds.

Ohio's Summary Judgment Standard Under Civ. R. 56

The Three-Part Test

Ohio Civil Rule 56(C) provides that summary judgment shall be rendered when the pleadings, depositions, answers to interrogatories, written admissions, affidavits, transcripts of evidence, and written stipulations of fact show that: (1) there is

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Westlaw Advantage – AI Grounded in Real Law

Assertion #2	Verify	Explore more
Ohio's foundational burden-shifting framework, established in Dresher v. Burt, requires the movant to affirmatively identify specific record evidence demonstrating the absence of a genuine issue on an essential element before the burden shifts to the non-movant to produce specific facts showing a genuine issue for trial. Dresher v. Burt, 1996-Ohio-107, 75 Ohio St. 3d 280, 662 N.E.2d 264	**Supporting passage 1** Douglas, J. The sole issue in this appeal involves the standards for granting summary judgment when the moving party asserts that the nonmoving party has no evidence to establish an essential element of the nonmoving party's case. In particular, the issue certified to this court by the Court of Appeals for Montgomery County is, "[m]ay a court grant summary judgment when neither the movant nor the non-movant provides evidentiary materials demonstrating that there are no material facts in dispute and the movant is entitled to judgment as a matter of law?" (Emphasis sic.) Resolution of this issue requires an interpretation of Civ.R. 56, a detailed review of Celotex, supra, 477 U.S. 317, 106 S.Ct. 2548, 91 L.Ed.2d 265, and an examination of our holding in paragraph three of the syllabus in Wing, supra, 59 Ohio St.3d 108, 570 N.E.2d 1095. Dresher v. Burt, 1996-Ohio-107, 75 Ohio St. 3d 280, 662 N.E.2d 264 **Supporting passage 2** **Supporting passage 3** **Supporting passage 4** **Supporting passage 5**	Key Numbers 368Hk78 Summary Judgment > Shifting burden 368Hk51 Summary Judgment > Essential elements; burden of proof at trial 368Hk77 Summary Judgment > Burden of Proof > In general Citing References Cases citing Dresher v. Burt Parallel Search Cases with similar language

AI *Purpose-Built* for Attorneys

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ABA Model Rules Implicated by Large Language Models

Rule 5.1 Responsibilities of Partners, Managers, and Supervisory Lawyers

Rule 5.3 Responsibilities regarding Non-Lawyer Assistance

Under ABA Model Rules 5.1 and 5.3, lawyers have an ethical obligation to supervise lawyers and nonlawyers who are assisting lawyers in the provision of legal services to ensure that their conduct complies with the Rules of Professional Conduct.

In 2019 the ABA changed the rule from **assistant** to **assistance**.

The change clarified that the scope of Rule 5.3 encompasses nonlawyers **whether human or not**. Under Rules 5.1 and 5.3, lawyers are obligated to supervise the work of AI utilized in the provision of legal services…

Source: https://www.americanbar.org/content/dam/aba/directories/policy/annual-2019/112-annual-2019.pdf

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Agentic AI Raises the Bar on Supervision

What changes when AI acts, not just answers:

Plans, not just answers →

Supervision now covers every step an agent takes, not just the output it returns

Acts mid-workflow →

An agent that changes course needs an attorney positioned to redirect it, not just review it after the fact

Touches more sources →

Supervision extends to every document, database, and tool the agent draws on

Visibility is the safeguard →

An inspectable reasoning trail is what makes real-time supervision actually possible

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CoCounsel Legal brings Westlaw and Practical Law to you

Rebuilt on an agentic architecture, CoCounsel Legal now:

- Takes plain-language matter descriptions — no prompt engineering or skill-chaining required
- Builds a plan and works through research, drafting, and analysis end to end
- Adapts mid-workflow as new information changes the picture
- Draws automatically from Westlaw, Practical Law, and your firm's own knowledge

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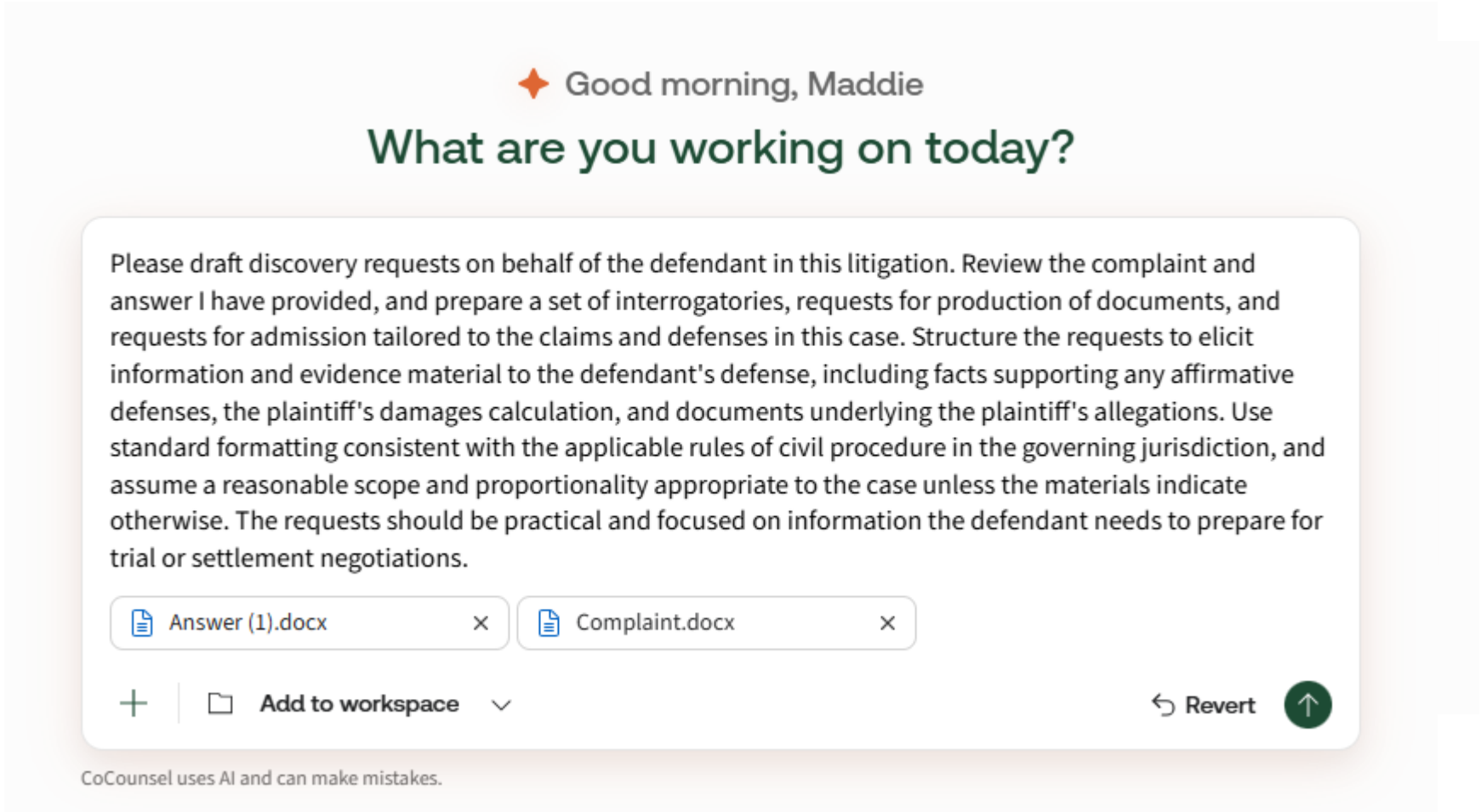

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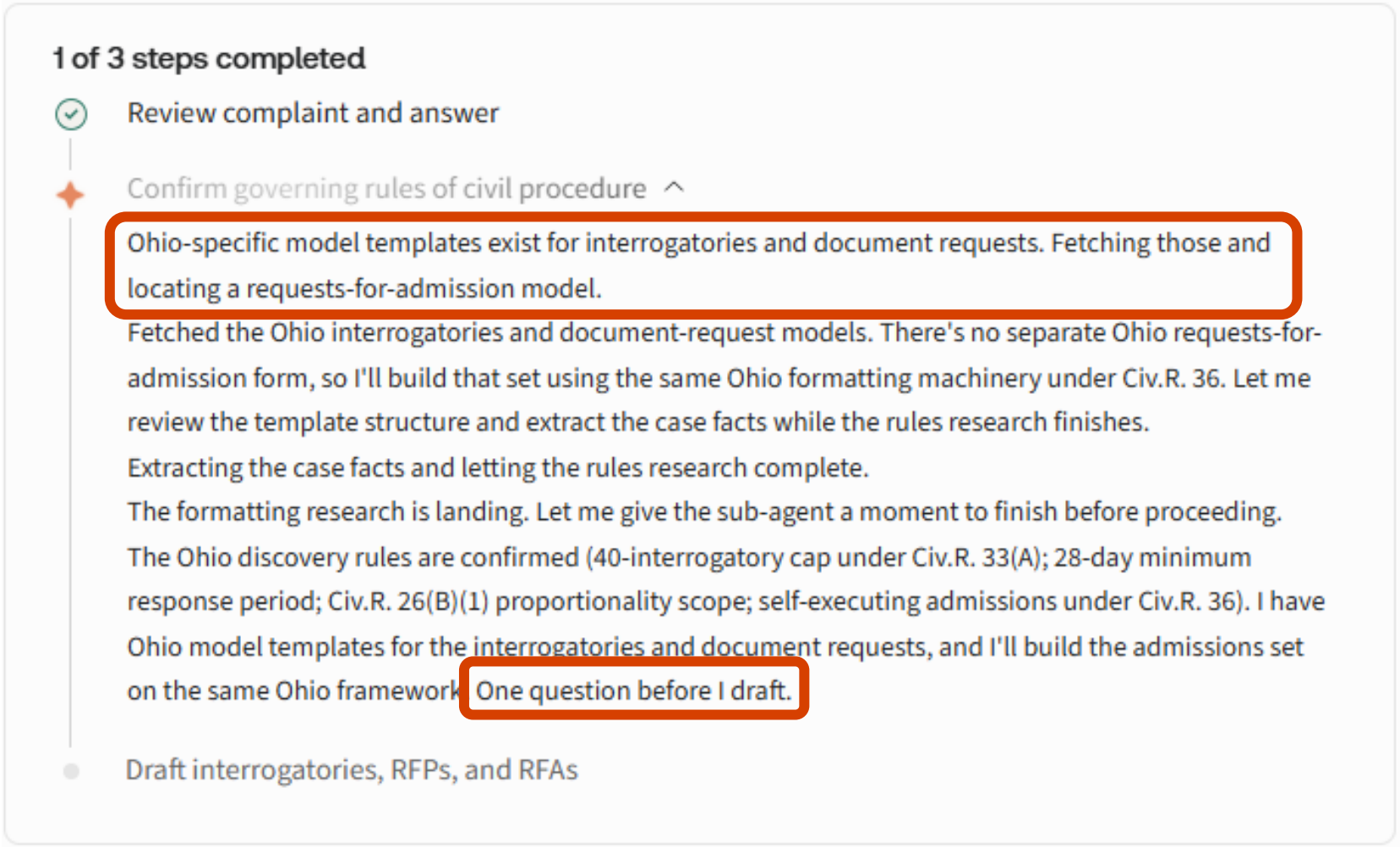
CoCounsel will create a custom workflow based on your prompt, which includes:

- Westlaw research, as necessary
- Practical Law research, as a matter of course
- Ability to ask user questions
- Ability for user to course-correct at any time



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Three fully formatted Ohio discovery documents are ready, drafted on the Ohio Court of Common Pleas models for interrogatories (Practical Law: Interrogatories (OH)) and document requests (Practical Law: Document Requests: Request for the Production of Documents (RFP) (OH)) and tailored to the Martinez claims and Porter and Henderson's defenses:

- **Defendants' First Set of Interrogatories to Plaintiffs** — 24 interrogatories
- **Defendants' First Request for the Production of Documents to Plaintiffs** — 21 requests
- **Defendants' First Requests for Admission to Plaintiffs** — 22 requests

How they're built. Each carries the Montgomery County, Ohio (General Division) caption, defined terms (including case-specific definitions of the Collision, the Camry, the Freightliner, and "Healthcare Provider"), instructions, a signature block, and a certificate of service. The interrogatories also include a verification form for the responding party; the admissions omit verification and instead track the Civil Rule 36 answer/objection format. All three are served, not filed, and each is a separate document — which keeps them clear of the Civ.R. 36(C) caption trap that arises only when admissions are combined with other discovery in one paper.

Skip Submit

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IN THE COURT OF COMMON PLEAS
GENERAL DIVISION
MONTGOMERY COUNTY, OHIO

MARIA MARTINEZ, individually and as guardian ad litem for SOFIA MARTINEZ, et al., Plaintiffs, *v.* JAMES PORTER, et al., Defendants.	)	Case No. [CLIENT TO PROVIDE: case number] Judge [CLIENT TO PROVIDE] DEFENDANTS JAMES PORTER AND HENDERSON MANUFACTURING & TRANSPORT, INC.'S FIRST SET OF INTERROGATORIES TO PLAINTIFFS

Required information flagged for reviewing attorney

Drafted pursuant to applicable rules of procedure

Pursuant to Rules 26 and 33 of the Ohio Rules of Civil Procedure, Defendants James Porter and Henderson Manufacturing & Transport, Inc. request that Plaintiffs serve upon the undersigned counsel at [CLIENT TO PROVIDE: address of Defendants' counsel] answers to each of the following interrogatories, in writing and under oath, within twenty-eight (28) days of service. These interrogatories are continuing, and Plaintiffs must serve supplemental answers pursuant to Civ.R. 26(E) if they obtain further information between the time of service and the time of trial.

DEFINITIONS

The following definitions apply to these interrogatories:

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AI that is Verifiable

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Candor Toward the Tribunal

ABA Rule 3.3

(a) A lawyer shall not knowingly (1) make a false statement of fact or law to a tribunal or fail to correct a false statement of material fact or law previously made to the tribunal by the lawyer; (2) fail to disclose to the tribunal legal authority in the controlling jurisdiction known to the lawyer to be directly adverse to the position of the client and not disclosed by opposing counsel; or (3) offer evidence that the lawyer knows to be false…

- Comment 2, in part: "This Rule sets forth the special duties of lawyers as officers of the court to **avoid conduct that undermines the integrity of the adjudicative process**."

Application

✓ Using AI that limits its investigation to a real, domain-specific source of information, and that shows its work, will help lawyers "avoid conduct that undermines the integrity of the adjudicative process."

Source: ABA Model Rule 3.3 and Comments

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Verifying AI Outputs & Duty of Candor

Trust but Verify: Lawyers Must Confirm AI Outputs

- AI may hallucinate case law
- Submitting unverified content = ethical violation
- Cite: *Mata v. Avianca*

Model Rule 3.3 & Independent Review

- Lawyers must not knowingly submit false info
- Always verify: citations, analysis, research
- Double check before filing anything AI-assisted

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Westlaw Advantage – Litigation Document Analyzer

What would you like to do today?

Brief or memo analysis

- Analyze drafts to complete research faster while identifying potential weaknesses and ensuring citation accuracy
- Examine both your work and opponents' for vulnerabilities and missing authority

Analyze your work

Analyze an opponent's work

Complaint analysis

- Transform dense legal documents into actionable insights for more effective client strategy
- Extract claims, events and key facts from uploaded complaints for rapid assessment
- Identify potential affirmative defenses and pleading deficiencies

Analyze a complaint

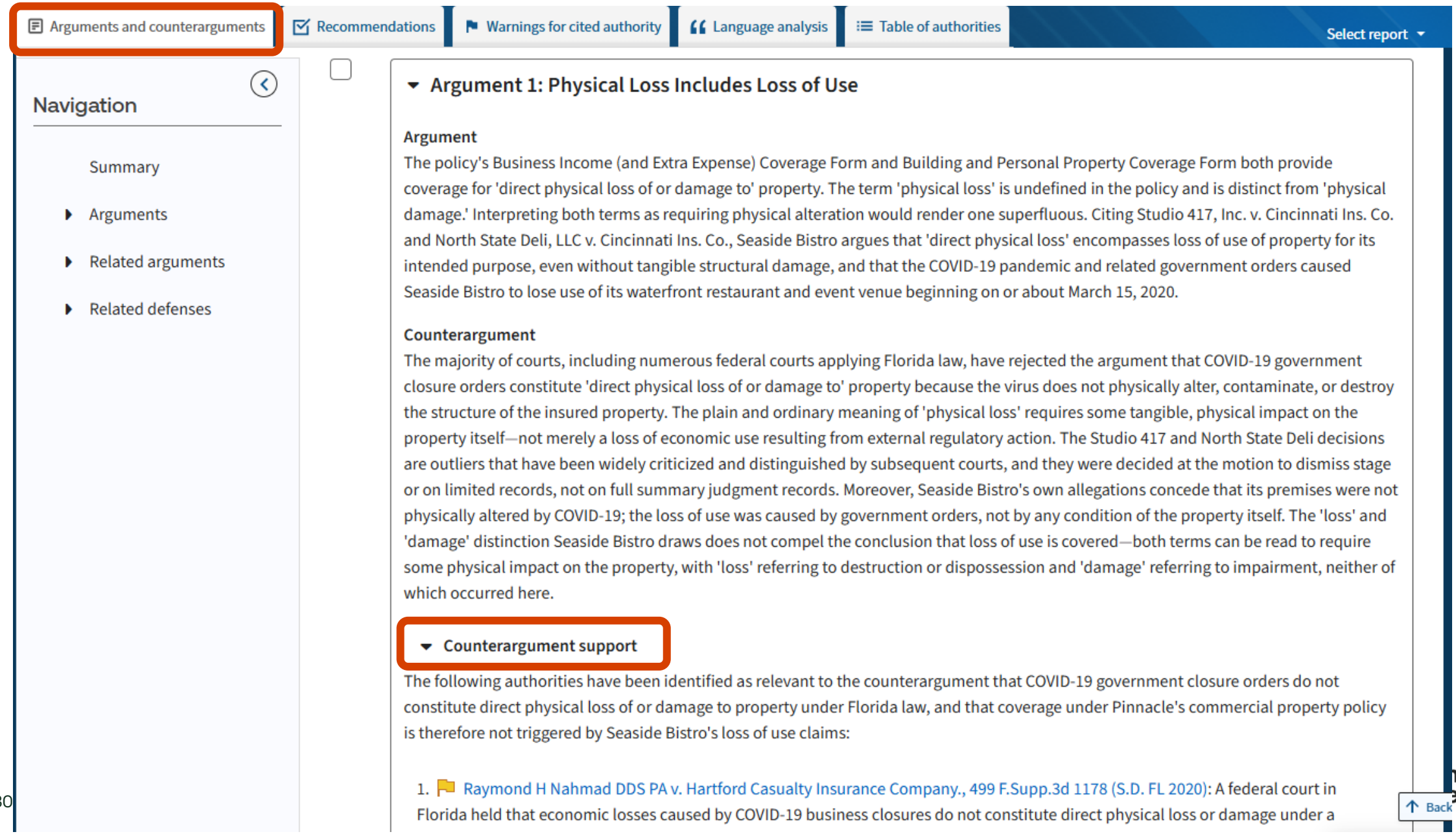
Judicial analysis

- See the same analysis of briefs from both parties that judges can see
- Review the most relevant authority for the legal issues that neither party cited
- Discover issues with the citations and quotations relied upon by the parties

Get judicial insight

The security and privacy of your data is important to us. We employ multiple layers of security to keep it safe. Learn more about data security.

Litigation Document Analyzer – Arguments & Counterarguments



Litigation Document Analyzer – Warnings for Cited Authority

Citation issues (3)

The following citations match to a different authority on Westlaw, cite documents that are not available, or match multiple documents on Westlaw.

	Citation from uploaded document	Citation on Westlaw
1	Roca v. King's Creek Plantation, LLC, 500 F. App'x 273, 276 (5th Cir. 2012)	U.S. v. Brooks, 500 Fed.Appx. 270 (5th Cir. 2012)
2	Beets v. Texas Instruments, Inc., 210 Ad 2d 889 (5th Cir. Dec. 16, 1994)	Pchelka v. Loomis-Root, Inc., 210 A.D.2d 889 (4th Dept. 1994)
3	401 Fed.Appx. 985 (7th Cir. 2011)	No citation found

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Litigation Document Analyzer – Language Analysis

Potential mischaracterization

These summaries use generative AI and should be verified for accuracy

The statement is potentially inaccurate because it includes the word of degree "always," which does not appear in the cited case excerpt. The cited case states that punitive or exemplary damages "are available" under a Sabine Pilot claim with a showing of malice, but it does not suggest they are "always" available. This addition changes the meaning and import of the cited case excerpt.

Quotation from the analyzed document

Differences

...to commit an illegal act. THERE IS A FACT ISSUE AS TO WHETHER WILLIAMS WAS TERMINATED SOLELY FOR REFUSING TO COMMIT AN ILLEGAL ACT To prevail on a Sabine Pilot claim, a plaintiff must show that the refusal to perform the illegal act was the sole reason for termination.

“Punitive or exemplary damages are always available under such a claim with a showing of malice surrounding the plaintiff's firing”

Safeshred, Inc. v. Martinez, 365 S.W.3d 655, 659 (Tex. 2012). See also Beets v. Texas Instruments, Inc., 210 Ad 2d 889 (5th Cir. Dec.

Safeshred, Inc. v. Martinez

Supreme Court of Texas. • April 20, 2012 • 365 S.W.3d 655

...of malice appropriate for this case, no reasonable juror could have formed a firm conviction that Safeshred acted with malice. And without the prerequisite finding of malice, Martinez was not entitled to exemplary damages. In summary, we hold that (1) a Sabine Pilot claim sounds in tort; and (2)

punitive or exemplary damages are available under such a claim with a showing of malice surrounding the plaintiff's firing.

Because there was legally insufficient evidence of malice in this case, the exemplary damages award must be reversed. Accordingly, the

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Accuracy and Reliability – Legal AI Benchmarking

APR 14, 2025 | AI

Legal AI Benchmarking: Evaluating Long Context Performance for LLMs

Joel Hron Chief Technology Officer, Thomson Reuters

"All new LLMs undergo **rigorous manual review** by our attorney SMEs before deployment. Our SMEs can capture nuanced details missed by automated graders and provide feedback to our engineers for improvement. These SMEs further provide the final check to verify that the new LLM flow performs better than the previously deployed solution and meets the **exacting standards for reliability and accuracy in legal use**."

AI Governed by and for Attorneys

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Confidentiality of Information

ABA Rule 1.6

(a) A lawyer shall not reveal information relating to the representation of a client unless the client gives informed consent... (c) A lawyer shall make reasonable efforts to prevent the inadvertent or unauthorized disclosure of, or unauthorized access to, information relating to the representation of a client.

- Comment 2, in part: "A fundamental principle in the client-lawyer relationship is that, in the absence of the client's informed consent, the lawyer must not reveal information relating to the representation."

Application

✓ Carefully evaluate the underlying, enabling software that AI is built with and uses (e.g., cloud storage, third-party processing agreements, etc.)
✓ Choose AI built by experienced developers for legal practitioners

Source: ABA Model Rule 1.6 and Comments.

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Duty of Confidentiality: ABA Guidance

"Self-learning GAI tools into which lawyers input information relating to the representation, by their very nature, raise the **risk that information relating to one client's representation may be disclosed improperly**, even if the tool is used exclusively by lawyers at the same firm."

"Before lawyers input information relating to the representation of a client into a GAI tool, **they must evaluate the risks** that the information will be disclosed to or accessed by others outside the firm."

"Because GAI tools now available differ in their ability to ensure that information relating to the representation is protected from impermissible disclosure and access, **this risk analysis will be fact-driven and depend on the client, the matter, the task, and the GAI tool used to perform it**."

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Confidentiality & Client Data

Safeguard Client Information at All Costs

- Don’t input confidential info into public AI
- Use only tools with vetted security
- Review privacy policies carefully

Watch for Data Retention & Model Training

- Some LLMs retain inputs
- Others can opt-in to train on business data

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CoCounsel – Privacy and Security

DATA SECURITY, PRIVACY, AND COMPLIANCE

Thomson Reuters Trust Center

As the world's leading source of news and information for professional markets, Thomson Reuters is committed to protecting the data privacy of our customers

Information Security Strategy Overview

Thomson Reuters operates a global information security organization aligned with the National Institute of Standards and Technology Cybersecurity Framework (NIST CSF). We strive to continuously enhance our capabilities to prevent, detect, and respond to threats as protecting our customers' data is at the core of our strategy.

Our information security organization is focused on achieving growth in maturity aligned to NIST CSF, modernizing our technology and capabilities as it aligns to the business and customer expectations, and a continued dedication in defending Thomson Reuters and protecting our customers data.

Artificial Intelligence (AI) at Thomson Reuters

Thomson Reuters has a long history of innovation in the Artificial Intelligence (AI) space as far back as 1975. Our **position** on the security of AI includes a multi-faceted approach to protecting traditional as well as generative AI model(s) integrated as features within our product portfolio. Our approach aligns with multiple regulatory and best practice frameworks, as well as following Thomson Reuters' Data and AI Ethics Principles:

1. Thomson Reuters' use of data and AI is informed by our Trust Principles.
2. Thomson Reuters will strive to partner with individuals and organizations who share similar ethical approaches to our own regarding the use of data, content, and AI.
3. Thomson Reuters will prioritize **security and privacy** in our use of data throughout the design, development, and deployment of our data and AI products and services.
4. Thomson Reuters will strive to maintain meaningful human involvement, design, develop and deploy AI products and services and use data in a manner that **treats people fairly**.
5. Thomson Reuters aims to use data and to design, develop and deploy AI products and services that are **reliable, consistent and empower socially responsible decisions**.
6. Thomson Reuters will implement and maintain appropriate accountability measures for our use of data and our AI products and services.
7. Thomson Reuters **will implement practices** intended to **make the use of data and AI** in our products and services **understandable**.
8. Thomson Reuters will use employee data to ensure a safe and inclusive work environment and to ensure employee compliance with regulations and company policies.

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“Informed” Consent

“When consent is required, it must be informed.”

- For the consent to be informed, the client must have the lawyer's best judgment about :
  - **Why the GAI tool is being used,**
  - **specific information about the kinds of client information that will be disclosed,**
  - **the ways in which others might use the information against the client's interests,**
  - **and a clear explanation of the GAI tool's benefits to the representation.**

Key: Adding boiler-plate provisions to engagement letters purporting to authorize the lawyer to use GAI is not sufficient.

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Transparency in Billing & Client Consent

You Can't Bill for Time Saved by AI

- Time saved ≠ billable time
- Flat fees may be better
- Explain when AI impacts cost or substance

Informed Consent: Notify When Using AI

- Notify client before using AI with their info
- Must disclose if AI is used for substantive tasks
- Review third-party data-sharing terms

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Live Demo – Four Pillars in Action

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Call to Action

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Communicating AI Use with Clients

- **Openly discuss** what AI will be used for (research, drafting, etc.).
  - According to the TR Institute survey: **78% of in-house counsel expect disclosure.**
- Explain **why** AI is being used and the value:
  - Efficiency, accuracy, cost-effectiveness.
  - Market your AI adoption: Highlight your firm's commitment to using technology to improve client service.
- **Address concerns**: security, oversight, quality control.
- **Regularly update clients:** Keep clients informed about any changes in AI usage throughout the representation.

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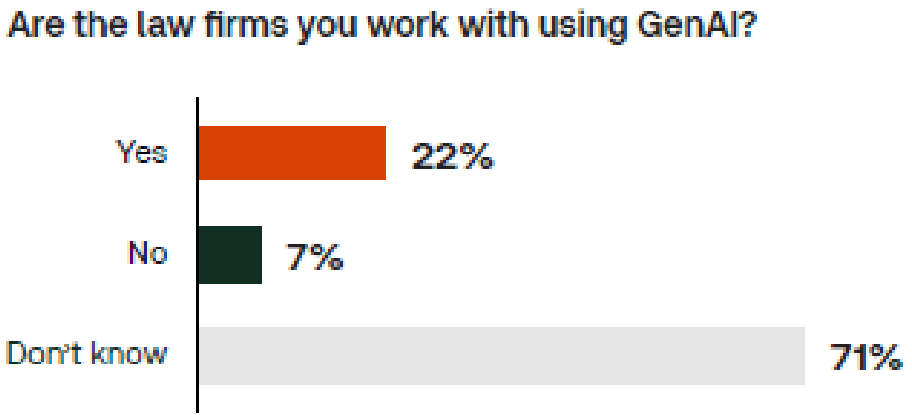
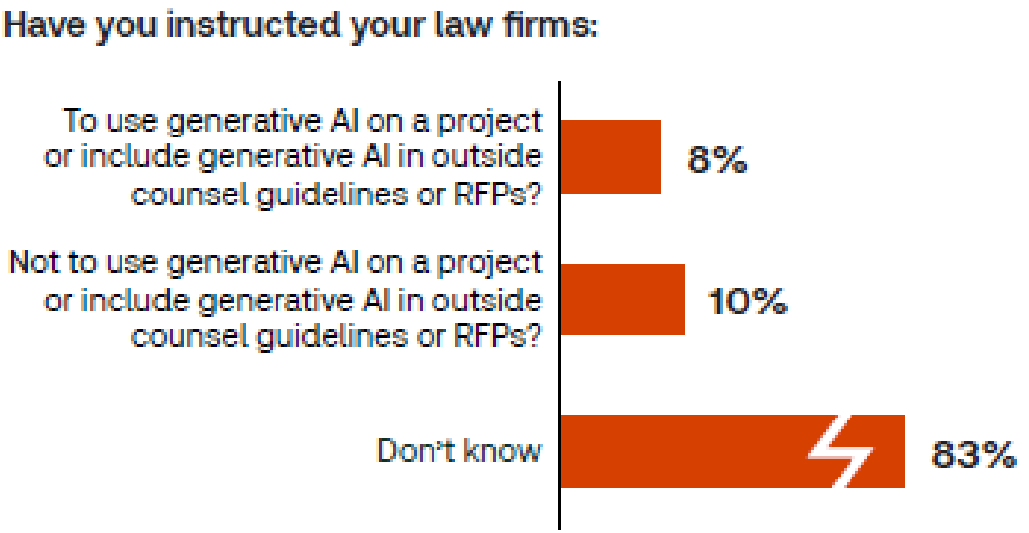
Communicating AI Use with Clients





"[B]oth firms and their clients should work on meeting in the middle . . . [t]o determine not only how GenAI can fit in an enterprise-wide setting, but how both sides can mutually realize value from the potential efficiencies and cost savings that GenAI can bring."

2025 Generative AI in Professional Services Report, Thomson Reuters Institute

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Before Your Firm Adopts AI: A Risk-Management Checklist

- ❑ **Vet the vendor** — Look past the marketing. Understand what the tool is grounded in, who trained it, and whether it was built for legal work or adapted from something else.
- ❑ **Confirm data governance** — Does your data train someone else's model? Get a straight answer before you upload a single document.
- ❑ **Get real informed consent** — Not boilerplate in an engagement letter. Clients need to know *why* you're using AI, *what* of their information is involved, and *what it's worth* to them.
- ❑ **Revisit your billing practices** — Time saved by AI isn't billable time. Decide now how you'll handle it, before a client or a fee dispute forces the question.
- ❑ **Set a supervision policy** — Someone needs to own review of AI-assisted work, the same way they'd own review of a paralegal's. Decide who, and when, before you need to explain it to a bar complaint.
- ❑ **Verify before you rely** — Check the citations. Confirm the reasoning. "The AI said so" is not a defense.

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Thank you!

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