



Presents

Ethical Legal Research with Generative AI

May 7, 2026
1:00 pm - 2:00 pm

Presenters: Anna Casey, Esq.
Lauren Klemm, J.D.

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Ethical Legal Research with Generative AI

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Speaker Bios

Agenda

What you need to know about Legal AI



1. What is AI?

2. What are Extractive and Generative AI?

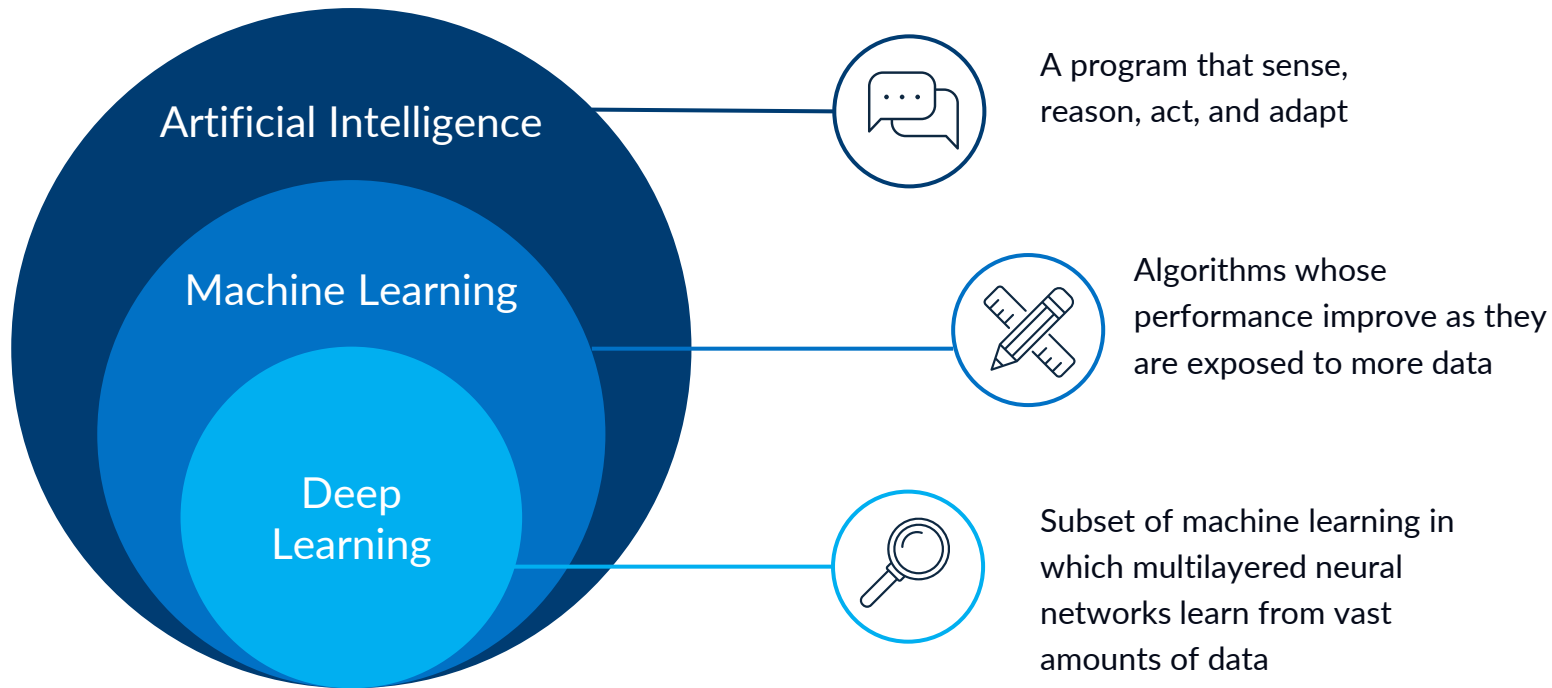
3. Legal Use Cases

4. Important Considerations for Law Firms

- **ABA Model Rules**
- **Content Quality**
- **Data Security**

5. Lexis+ AI Examples

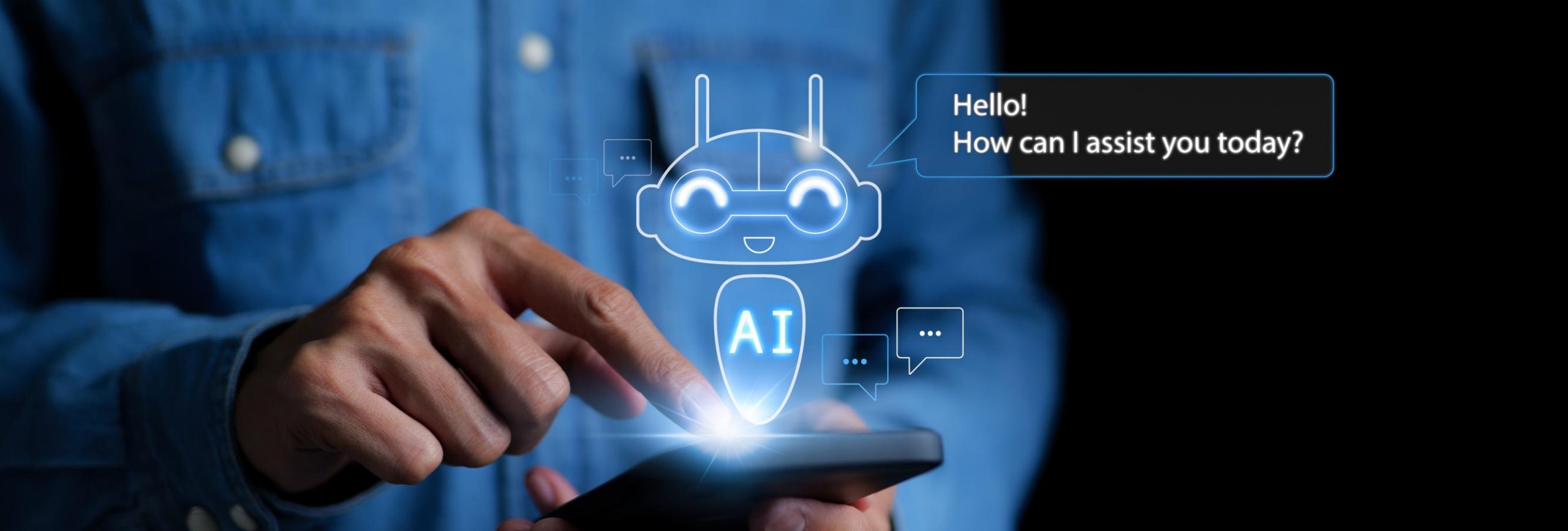




Extractive AI

Generative AI

Artificial intelligence is the simulation of human intelligence processes by machines, especially computer systems.



What is Generative AI?

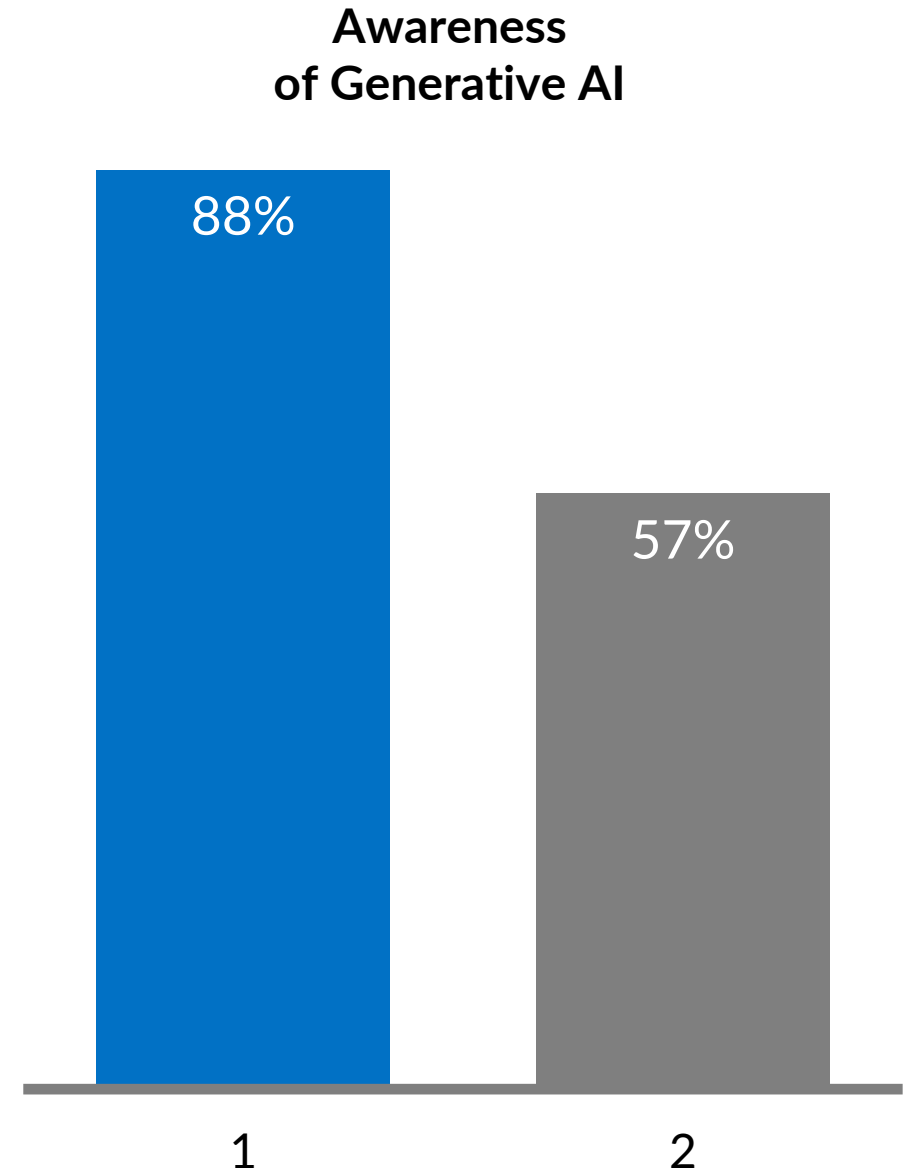
Generative AI builds upon Extractive
AI Technology

GPT = “Generative Pre-Trained Transformer”

Global Revolution:

Generative AI and the Legal Profession

- Conversational Search
- Summarizing Capabilities
- Document Drafting



Ethics

“The real risk with AI isn’t malice but competence”—Stephen Hawking

Model Rules 1.1, 1.6, 5.1, 5.3 and 8.4



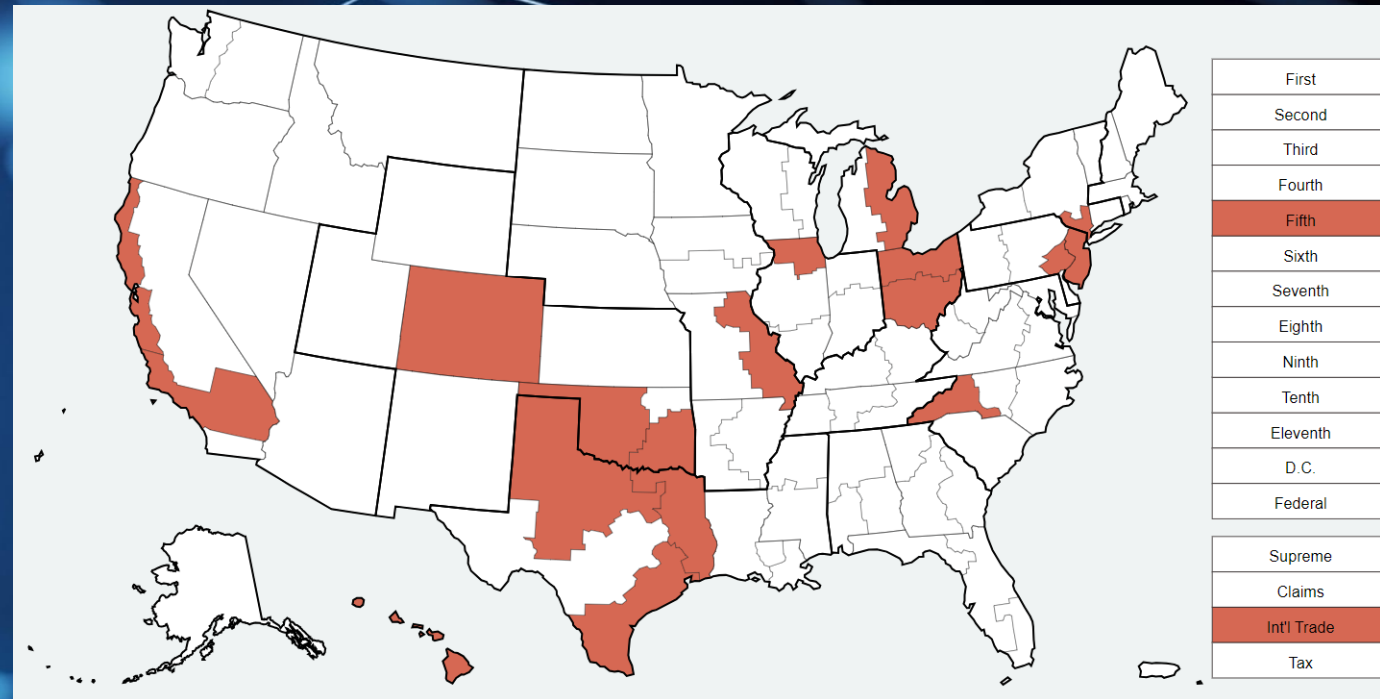
Federal Courts

5th Circuit

- Declined to adopt a special rule regarding the use of AI in brief drafting
- *“Parties and counsel are responsible for ensuring that their filings with the court, including briefs, shall be carefully checked for truthfulness and accuracy as the rules already require. “I used AI” will not be an excuse for an otherwise sanctionable offense.”*



Federal districts with orders on the use of AI in court



AMERICAN BAR ASSOCIATION

STANDING COMMITTEE ON ETHICS AND PROFESSIONAL RESPONSIBILITY

Formal Opinion 512

July 29, 2024

Generative Artificial Intelligence Tools

To ensure clients are protected, lawyers using generative artificial intelligence tools must fully consider their applicable ethical obligations, including their duties to provide competent legal representation, to protect client information, to communicate with clients, to supervise their employees and agents, to advance only meritorious claims and contentions, to ensure candor toward the tribunal, and to charge reasonable fees.

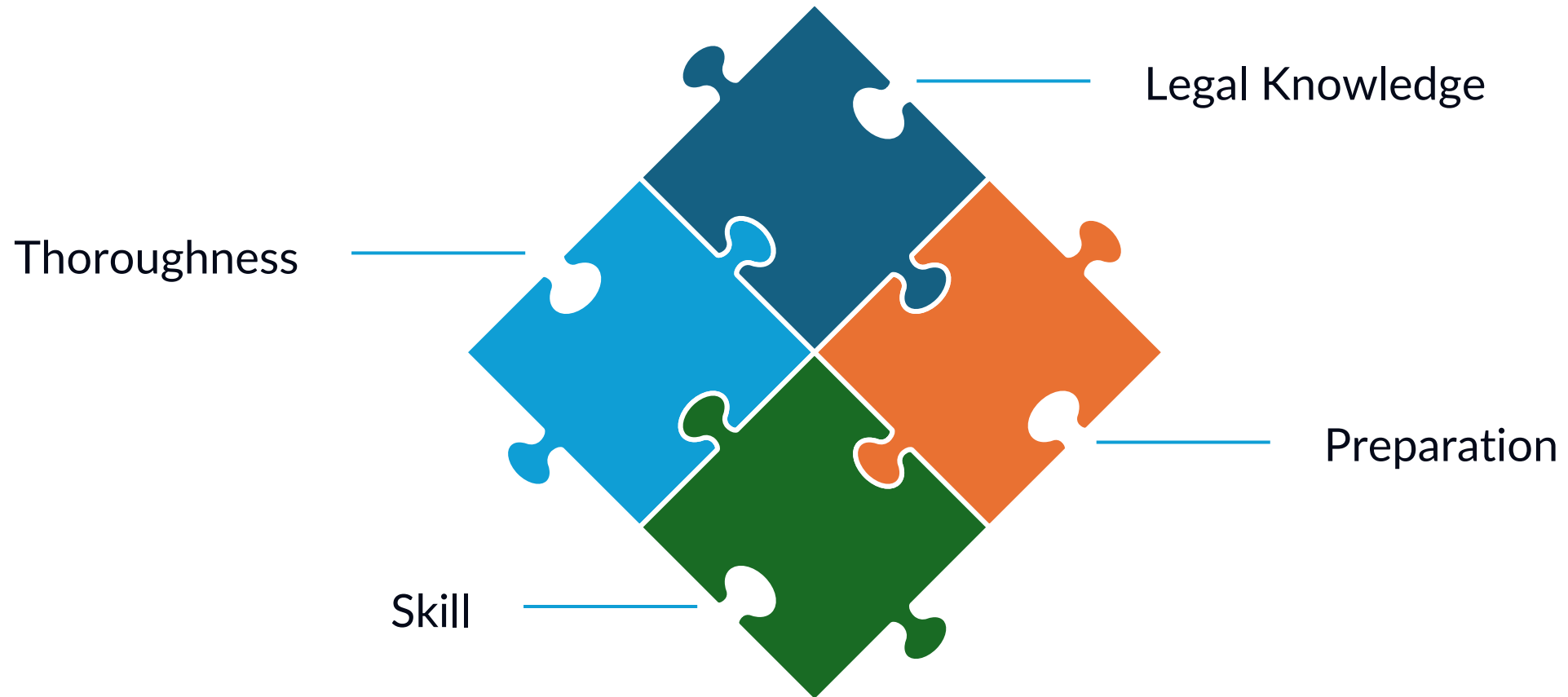
Rule 1.1
Competence

Rule 1.6
Confidentiality

Rule 1.4
Communications

Rule 5.1 & 5.3
Supervisory
Responsibilities

ABA Model Rule 1.1



- “A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation.”

Competency Violations

Mata v. Avianca, Inc., 678 F. Supp. 3d 443 (S.D.N.Y. 2023)

Mr. Schwartz testified...he was "operating under the false perception that this website [i.e., ChatGPT] could not possibly be fabricating cases on its own." ... "My reaction was, ChatGPT is finding that case somewhere. Maybe it's unpublished. Maybe it was appealed. Maybe access is difficult to get. I just never thought it could be made up."

In re Neusom, 2024 U.S. Dist. LEXIS 47595

In a telephonic interview that he "used Westlaw and FastCase and may have used artificial intelligence to draft the filing(s) but was not able to check the excerpts and citations."

ABA Model Rule 1.6: Confidentiality of Information

- A lawyer shall not reveal information relating to the representation of a client unless the client gives informed consent
-

- Ronald J. Hedges, Esq. former U.S. Magistrate Judge D.N.J.
 - “Recall your duty of confidentiality under Model Rule 1.6. Appreciate the need to take reasonable steps to protect confidential communications. This need reinforces your duty under Model Rule 1.1. You can't take those reasonable steps unless you understand the technology and what it can and cannot do.”
-

- Jonathan Bick counsel at Brach Eichler and adjunct professor at Rutgers Law School writing in the NYLJ:
 - “When using AI, an attorney must consider ABA Model Rule 1.6 which specifically prohibits lawyers from using or disclosing client confidential information without the client's informed consent... Whether the attorney uses generative or machine learning AI, to avoid ethical difficulties, they must not input any confidential client information into any generative AI solution that lacks adequate confidentiality and security protections.”
-
-

Confidentiality Violations

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Why doctors using ChatGPT are unknowingly violating HIPAA

By Christian Hetrick July 7, 2023



(Photo: iStock)

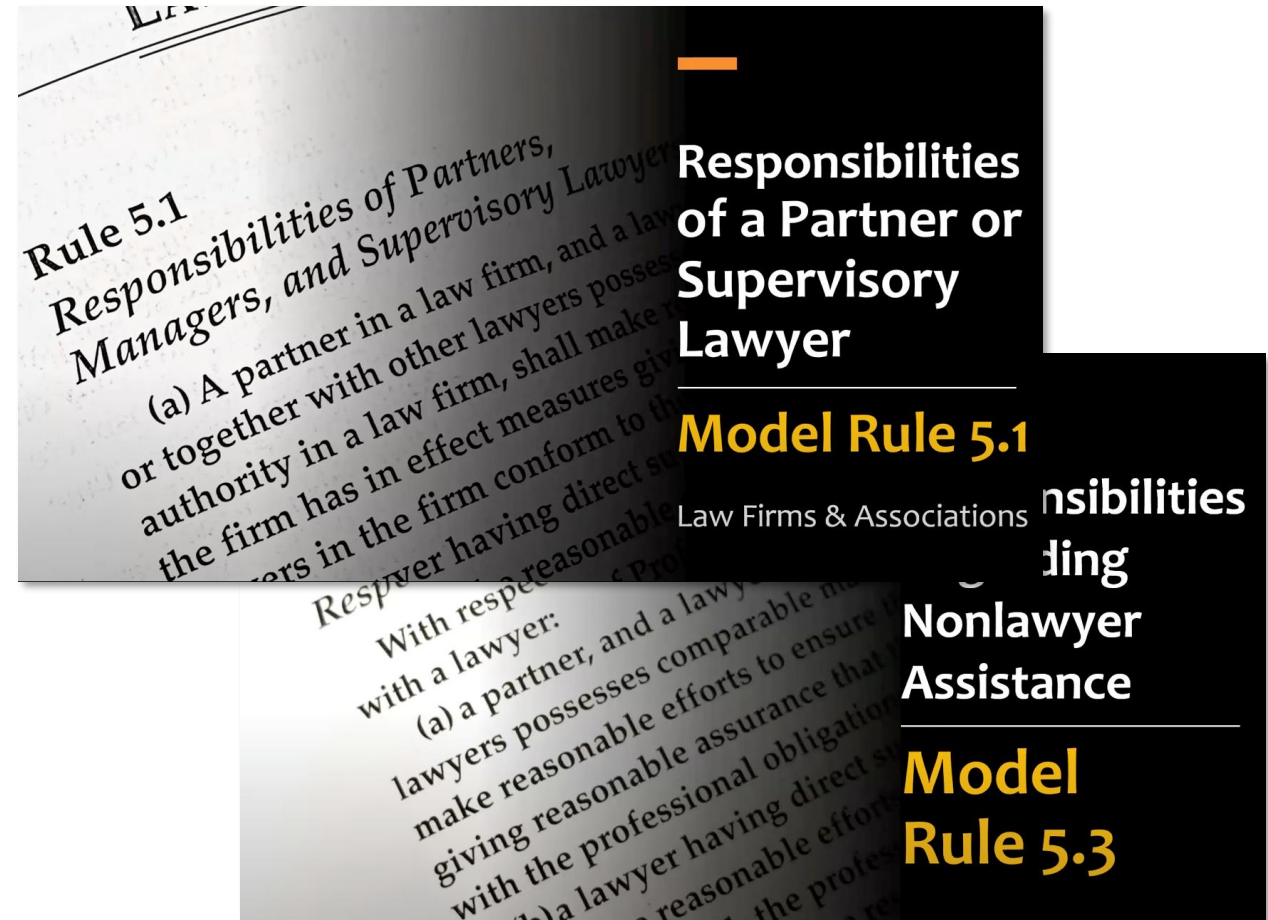
What protected health information could be in these notes?

There are 18 identifiers that are considered protected health information, so if those are included, then it would be a HIPAA violation. If you don't have any of those, you're fine. A lot of those identifiers are things like geographic regions smaller than a state – information that you wouldn't normally think of as identifiable.

Other examples are patient names, including nicknames; dates of birth; admission or discharge dates; and Social Security numbers.

ABA Model Rule 5.1

There is a defined responsibility of partners, managers, and supervisory lawyers, requiring “reasonable efforts to ensure that the firm has in effect measures giving reasonable assurance” of compliance with applicable rules, and allocating responsibility for specific conduct. ABA Model Rule 5.3 provides similar provisions regarding non-lawyer assistance.



Supervisory Violations

Kruse v. Karlen, 2024 Mo. App. LEXIS 62 (Feb. 2024)
 Schwartz testified...he was "operating under the false perception that this website [i.e., ChatGPT] could not possibly be fabricating cases on its own." ... "My reaction was, ChatGPT is finding that case somewhere. Maybe it's unpublished. Maybe it was appealed. Maybe access is difficult to get. I just never thought it could be made up."

Of note: 22 out of 24 citations in the Brief were fictitious.

Appellant's Citation	Result
<i>Smith v. ABC Corporation</i> , 321 S.W.3d 123 (Mo. App. 2010)	Fictitious citation
<i>Jones v. XYZ Company</i> , 450 S.W.2d 789 (Mo. 2012)	Fictitious citation
<i>State ex rel. Johnson v. Clark</i> , 499 S.W.3d 413 (Mo. 2016)	Fictitious citation using a real case name See <i>State ex rel. Johnson v. Clark</i> , 232 S.W. 1031 (Mo. banc. 1921), overruled by <i>Younge v. State Bd. Reg. Healing Arts</i> , 451 S.W.2d 346 (Mo. 1969).

<i>Brown v. Smith</i> , 456 S.W.2d 345 (Mo. 1970)	Fictitious citation using a real case name See <i>Brown v. Smith</i> , 87 S.W. 556 (Mo. 1905); <i>Brown v. Smith</i> , 601 S.W.3d 554 (Mo. App. W.D. 2020).
<i>Warren v. White</i> , 678 S.W.2d 768 (Mo. App. 1984)	Fictitious citation
<i>Holmes v. Johnson</i> , 890 S.W.2d 334 (Mo. App. 1994)	Fictitious citation
<i>Winters v. Kim</i> , 903 S.W.2d 838 (Mo. App. 1995)	Fictitious citation
<i>White v. Smith</i> , 789 S.W.2d 45 (Mo. 1989)	Fictitious citation using a real case name See <i>White v. Smith</i> , 73 S.W. 610 (Mo. 1903); <i>White v. Smith</i> , 898 S.W.2d 138 (Mo. App. W.D. 1995); <i>White v. Smith</i> , 440 S.W.2d 497 (Mo. App. 1969); <i>White v. Smith</i> , 78 S.W. 51 (Mo. App. 1904).
<i>Brown v. Johnson</i> , 925 S.W.2d 456 (Mo. App. 1996)	Fictitious citation using a real case name See <i>Brown v. Johnson</i> , 157 S.W.2d 544 (Mo. App. 1942).
<i>State ex rel. Pioneer Hi-bred Int'l, Inc. v. Craig</i> , 940 S.W.2d 343 (Mo. 1997)	Fictitious citation
<i>Weber v. City of Cape Girardeau</i> , 447 S.W.3d 885 (Mo. App. 2014)	Fictitious citation
<i>Hall v. Landscape Servs., Inc.</i> , 456 S.W.3d 60 (Mo. App. 2015)	Fictitious citation
<i>Anderson v. Rapid Roberts, Inc.</i> , 539 S.W.3d 367 (Mo. App. 2017)	Fictitious citation
<i>Baker v. St. Louis Symphony Orchestra</i> , 439 S.W.3d 750 (Mo. App. 2014)	Fictitious citation
<i>Hughes v. Cintas Corp.</i> , 501 S.W.3d 34 (Mo. App. 2016)	Fictitious citation
<i>Huett v. Dollar Tree Stores, Inc.</i> , 913 S.W.2d 229 (Mo. App. 1995)	Fictitious citation
<i>Great Southern Bank v. Edie</i> , 329 S.W.3d 622 (Mo. App. 2010)	Fictitious citation
<i>City of St. Louis v. Sprint Spectrum L.P.</i> , 475 S.W.3d 270 (Mo. App. 2015)	Fictitious citation using a real case name See <i>City of St. Louis v. Sprint Spectrum, L.P.</i> , 203 S.W.3d 199 (Mo. banc 2006).

<i>State ex rel New Madrid County Juvenile Office v. Ramsey</i> , 361 S.W.3d 919 (Mo. App. 2012)	Fictitious citation
<i>State ex rel. Platte County v. Clemmons</i> , 862 S.W.2d	Fictitious citation

Sanctioned for using ChatGPT



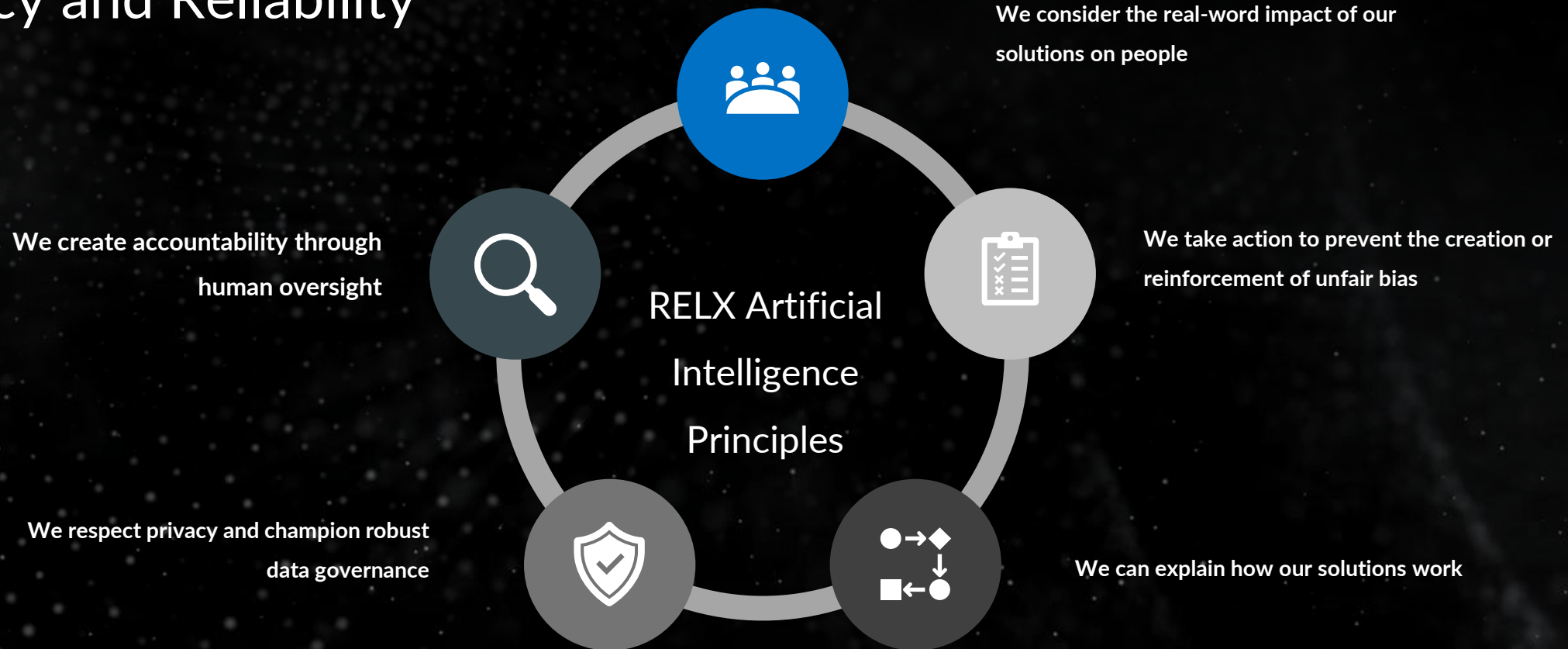
Suggested Sanctions

- Suspension
- Fines
 - Kruse v Karlen = \$10,000
- Mandatory Course Attendance
- Costs & Fees



Generative AI Industry Principles

Accuracy and Reliability





Ethical Considerations when using **Generative AI Tools**

Data Privacy and Security



Ethical Considerations when using Generative AI Tools

The Gen AI Model



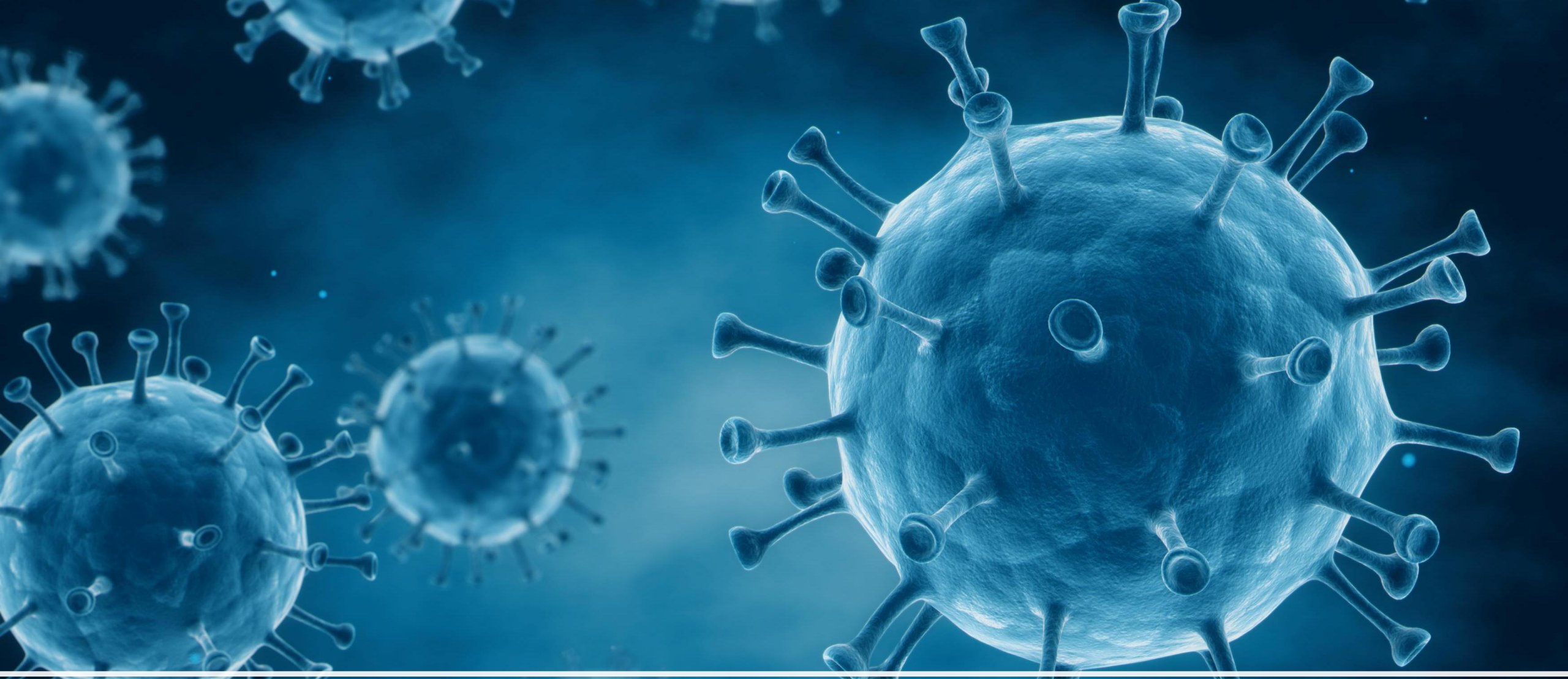
Ethical Considerations when using Generative AI Tools

Content



Ethical Considerations when using Generative AI Tools

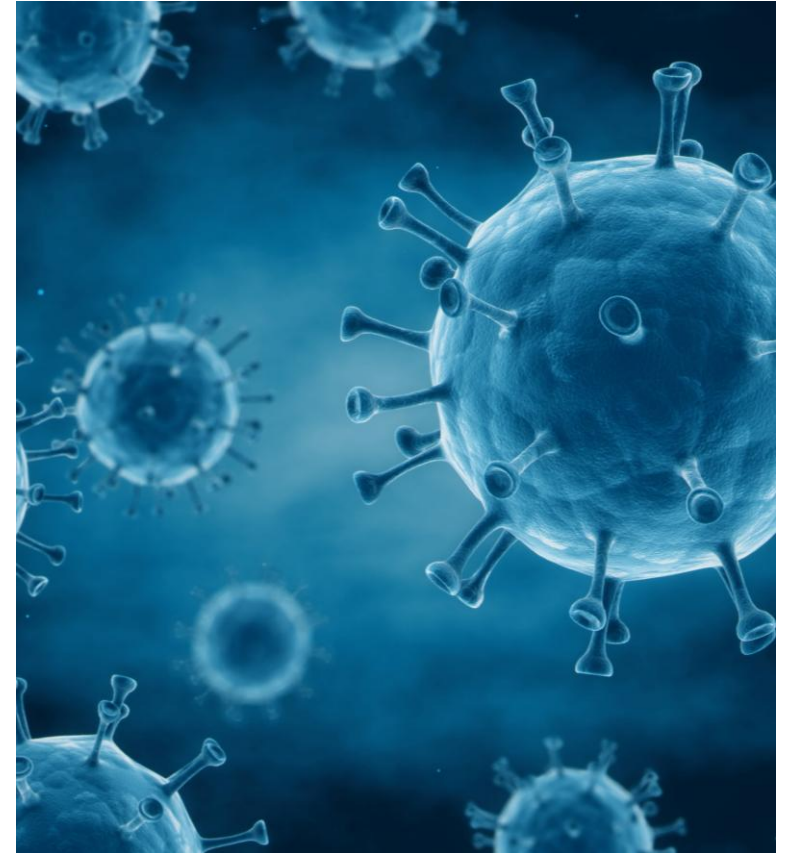
Ethical Principles of its
Creator



Examples of Potential Ethical Pitfalls when using AI

Ethical Issue #1: Hallucinations

- “Generally, if a user makes a request of a generative AI tool, they desire an output that appropriately addresses the prompt (i.e., a correct answer to a question). However, sometimes AI algorithms produce outputs that are not based on training data, are incorrectly decoded by the transformer or do not follow any identifiable pattern. In other words, it “hallucinates” the response.”



Chatgpt: Ask a Question

 ChatGPT 4o mini ▾

draft a paragraph describing why Michael Jordan is a better basketball player than Steph Curry



Michael Jordan's supremacy in basketball over Steph Curry is underscored by his unparalleled combination of athleticism, skill, and competitive drive. Jordan, often regarded as the greatest basketball player of all time, achieved six NBA championships and earned five MVP awards, demonstrating his dominance across multiple facets of the game. His ability to excel in clutch situations, exemplified by his numerous game-winning shots and pivotal performances in Finals, set him apart. Jordan's defensive prowess and relentless drive contributed to his legacy as a complete player who could both shut down opponents and lead his team offensively. While Steph Curry has revolutionized the game with his exceptional shooting and three-point prowess, Jordan's impact on the court, his extensive list of accolades, and his influence on the game's history solidify his status as the superior player in the broader context of basketball excellence.



Chatgpt: Hallucination

 ChatGPT 4o mini ▾

include details about michael jordan's 10 children and how they are now a leading basketball team franchise as well



Michael Jordan's unparalleled status as the greatest basketball player is further underscored by his remarkable influence both on and off the court. Not only did Jordan achieve six NBA championships and earn five MVP awards, but his legacy extends through his ten children, who have collectively made a significant mark on the basketball world. Jordan's children, inspired by their father's unparalleled skill and competitive spirit, have become influential figures in the sport themselves. They have successfully transitioned into prominent roles within a leading basketball team franchise, showcasing their own exceptional talent and strategic acumen. This transition highlights how Jordan's impact on the game transcends his own playing career, continuing to shape the sport through the achievements and leadership of his family. While Steph Curry has transformed the game with his revolutionary shooting, Jordan's comprehensive influence, including his family's ongoing contributions to a major basketball franchise, solidifies his position as a basketball icon of unmatched significance.



Chatgpt: Verifying Information

does michael jordan have 10 children?



No, Michael Jordan does not have 10 children. As of 2024, he has five children: Jeffrey Jordan, Marcus Jordan, Jasmine Jordan, and twins Victoria and Ysabel Jordan. His family is indeed involved in the world of basketball and sports management, but the idea that he has 10 children is inaccurate.



Chatgpt: Verifying Information

ChatGPT ▾

together, they've formed a remarkable basketball dynasty. Over the years, Jordan's children have inherited his passion for the game and have grown into talented athletes and business leaders in their own right. They now collectively lead a top-tier basketball team franchise, blending their father's legacy with their own unique approaches to the sport and management. Under their leadership, the franchise has become a dominant force in the league, known for innovative strategies, top player development, and a winning culture reminiscent of Jordan's time with the Chicago Bulls. The Jordan family continues to shape the future of basketball, both on and off the court, preserving Michael's legacy while building one of their own.



is this information accurate?



No, the information about Michael Jordan having 10 children and them leading a basketball team franchise is not accurate. Michael Jordan has five children: Jeffrey, Marcus, and Jasmine from his first marriage, and twin daughters, Victoria and Ysabel, from his current marriage. None of his children are currently leading or involved in a basketball team franchise. While his sons, Jeffrey and Marcus, both played college basketball, they have not pursued professional playing careers. Jordan himself owns the Charlotte Hornets NBA team, but his children are not known to be leading any franchises.

Would you like me to revise the paragraph to reflect accurate details?

How can I accelerate your work today?

Ask

Draft

Ask a legal question

+  [New York](#)

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5th Circuit

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7th Circuit

8th Circuit

9th Circuit

10th Circuit

11th Circuit

D.C. Circuit

Federal Circuit

States & Territories

Include Related Federal Content

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Illinois

Nebraska

Rhode Island

Alaska

Indiana

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Arizona

Iowa

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South Dakota

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New Jersey

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Kentucky

New Mexico

Texas

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Louisiana

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Guam

Mississippi

Oregon

Wisconsin

Hawaii

Missouri

Pennsylvania

Wyoming

Idaho

Montana

Puerto Rico

Clear selection and save

Apply jurisdiction

★ Does the seller of a structure have a duty to warn of potential hauntings?

✓ Response completed

Protégé | Legal AI | All

Under New York law, the seller of a structure generally does not have a duty to disclose potential hauntings or other non-material facts about the property unless specific exceptions apply. The doctrine of *caveat emptor* (buyer beware) governs real estate transactions in New York, meaning that the buyer is responsible for conducting due diligence regarding the property. However, there are notable exceptions and nuances to this rule.

- 1. General Rule of Non-Disclosure:** Sellers are not obligated to disclose information about the property unless there is a confidential or fiduciary relationship between the parties or the seller engages in active concealment. Mere silence does not constitute fraud or create a duty to disclose. [Slavin v. Hamm, 210 A.D.2d 831 \(1994\)](#), [Razdolskaya v Lyubarsky, 160 A.D.3d 994 \(2018\)](#), [Jablonski v. Rapalje, 14 A.D.3d 484 \(2005\)](#), [Guoba v. Sportsman Props., Inc., 200 A.D.3d 658 \(2021\)](#).
- 2. Active Concealment Exception:** If the seller engages in conduct that rises to the level of active concealment, such as thwarting the buyer's efforts to investigate the property, the seller may have a duty to disclose. For example, if the seller intentionally misleads the buyer or prevents them from discovering a material fact, this could give rise to liability. [Razdolskaya v Lyubarsky, 160 A.D.3d 994 \(2018\)](#), [Jablonski v. Rapalje, 14 A.D.3d 484 \(2005\)](#), [Guoba v. Sportsman Props., Inc., 200 A.D.3d 658 \(2021\)](#).
- 3. Unique Circumstances of Hauntings:** In [Stambovsky v. Ackley, 169 A.D.2d 254 \(1991\)](#), the court addressed the issue of a haunted house. The seller had publicly promoted the house as haunted, creating a reputation that materially affected the

Ask a question or use one of these tasks

Summarize case law authority

Ask the same question with a new jurisdiction

Draft a memo based on this output

Ask a legal question

+ New York

Library



★ Does the seller of a structure have a duty to warn of potential hauntings?

✓ Response completed

Protégé | Legal AI | All

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Ask a question or use one of these tasks

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Stambovsky v. Ackley

Appellate Division 1st Department July 18, 1991 169 A.D.2d 254

Go to page #



Back

Document

Citing Decisions 93

History 1

Other Citing Sources 251

Table of Authorities 26

Stambovsky v. Ackley

Copy Citation

Ask Protégé™

Supreme Court of New York, Appellate Division, First Department

July 18, 1991

No. 42845

Reporter

169 A.D.2d 254 * | 572 N.Y.S.2d 672 | 1991 N.Y. App. Div. LEXIS 9873

Jeffrey M. Stambovsky, Appellant, v. Helen V. Ackley et al., Respondents

Prior History: Appeal from a judgment of the Supreme Court (Edward H. Lehner, J.), entered April 9, 1990 in New York County, which dismissed the complaint pursuant to CPLR 3211 (a) (7).

Disposition: Judgment, Supreme Court, New York County, entered on April 9, 1990, modified, on the law and the facts, and in the exercise of discretion, and the first cause of action seeking rescission of the contract reinstated, without costs.

Info

Notes

Shepard's®

Caution

Why?

No subsequent appellate history.

Citing Decisions 93

- Caution 2
- Positive 1
- Neutral 3
- Cited 87

Shepardize® document

Signals on case references

169 A.D.2d 254

Source Information

NY Supreme Court Cases - Appellate Division from 1975

- Top of Document
- Disposition Summary
- Headnotes

- Counsel Judges Opinion

Dissent

- ◆ [Slavin v. Hamm, 210 A.D.2d 831](#)
Supreme Court of New York, Appellate Division, Third Department | Dec 29, 1994 | Cases
- ℹ [Razdolskaya v Lyubarsky, 160 A.D.3d 994](#)
Supreme Court of New York, Appellate Division, Second Department | Apr 25, 2018 | Cases
- ▲ [Jablonski v. Rapalje, 14 A.D.3d 484](#)
Supreme Court of New York, Appellate Division, Second Department | Jan 10, 2005 | Cases
- ℹ [Guoba v. Sportsman Props., Inc., 200 A.D.3d 658](#)
Supreme Court of New York, Appellate Division, Second Department | Dec 1, 2021 | Cases
- ▲ [Stambovsky v. Ackley, 169 A.D.2d 254](#)
Supreme Court of New York, Appellate Division, First Department | Jul 18, 1991 | Cases
- ℹ [NY CLS Real P § 443-a](#)
Codes | New York
- Ⓐ [NY CLS Real P § 462](#)
Codes | New York
- ◆ [2004 Bowery Partners, LLC v E.G. W. 37th LLC, 32 Misc. 3d 1210\(A\)](#)
Supreme Court of New York, New York County | Jun 30, 2011 | Cases
- [NY CLS Real P § 443](#)
Codes | New York

Related materials

Cases (7)

View all →

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1 **I** NY CLS Real P § 443-a

NY - New York Consolidated Laws Service | Codes | New York

...The seller may choose whether or not to respond to the inquiry. The seller's agent, with the consent of the seller and subject to applicable laws regarding privacy, shall report any response and information to the buyer's agent or to the buyer if there is no buyer's agent. If there is no seller's agent, the seller shall inform the buyer's agent, or the buyer if there is no buyer's agent, whether or not the seller chooses to provide a response. 4. This section shall preempt any local law inconsistent with the provisions of this section. 2. (a) No cause of action shall arise against an owner or occupant of real property,...

2 **A** NY CLS Real P § 462

NY - New York Consolidated Laws Service | Codes | New York

...A copy of the property condition disclosure statement containing the signatures of both seller and buyer shall be attached to the real estate purchase contract. Nothing contained in this article or this disclosure statement is intended to prevent the parties to a contract of sale from entering into agreements of any kind or nature with respect to the physical condition of the property to be sold, including, but not limited to, agreements for the sale of real property "as is". 2. The following shall be the disclosure form: 3. Nothing in this article shall require a seller to undertake or provide for any investigation or inspection of his or her residential real property or to check any public records....

3 **I** NY CLS Real P § 466

NY - New York Consolidated Laws Service | Codes | New York

...An agent representing a seller of residential real property as a listing broker shall have the duty to timely inform each seller represented by that agent of the seller's obligations under this article. An agent representing a buyer of residential real property, or, if the buyer is not represented by an agent, the agent representing a seller of residential real property and dealing with a prospective buyer, shall have the duty to timely (in any event, before the buyer signs a binding contract of sale) inform such buyer of the buyer's rights and obligations under this article. If an agent performs the duties and obligations imposed upon him or her pursuant to this section, the agent shall have no further duties under this article and shall not be liable to any party for a violation of this article....

4 **I** NY CLS Real P § 464

NY - New York Consolidated Laws Service | Codes | New York

...If a seller of residential real property acquires knowledge which renders materially inaccurate a property condition disclosure statement provided previously, the seller shall deliver a revised property condition disclosure statement to the buyer as soon as practicable. In no event, however, shall a seller be required to provide a revised property condition disclosure statement after the transfer of title from the seller to the buyer or occupancy by the buyer, whichever is earlier....

5 **▲** NY CLS Real P § 465

NY - New York Consolidated Laws Service | Codes | New York

...1. Nothing contained in this article shall be construed as limiting any existing legal cause of action or remedy at law, in statute or in equity. 2. Any seller who provides a property condition disclosure statement or provides or fails to provide a revised property condition disclosure statement shall be liable only for a willful failure to perform the requirements of this article. For such a willful failure, the seller shall be liable for the actual damages suffered by the buyer in addition to any other existing equitable or statutory remedy....

Supreme Court of New York, New York County | Jun 30, 2011 | Cases

[NY CLS Real P § 443](#)

[Codes | New York](#)

Related materials

Statutes (7) ▾

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ⓘ AI-generated content must be reviewed for accuracy. Unlinked citations in your response indicate sources that could not be verified in our database.

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Suggested follow up questions: ^

What constitutes active concealment in real estate transactions under New York law? ↩

How does the doctrine of caveat emptor apply to real estate transactions involving non-material facts? ↩

What legal remedies are available to buyers if a seller actively promotes a property as haunted? ↩

Ask a question or use one of these tasks

Summarize case law authority

Ask the same question with a new jurisdiction

Draft a memo based on this output

Ask a legal question

+ 📍 New York

📖 Library ⬆️

Here are the document summaries. Click on each tab to view document results.

- [↑ Slavin v. Hamm](#)
- [↑ Razdolskaya v Lyubarsky](#)
- [↑ Jablonski v. Rapalje](#)
- [↑ Guoba v. Sportsman Props., Inc.](#)

Key Legal Holdings

- Where attorney Ross drafted the warranty deed but made no express representations to the buyers about the property's easement, and the easement was discoverable through the abstract of title, Ross had no duty to disclose the servitude and was entitled to summary judgment
- Where seller Hamm failed to disclose an easement that was readily ascertainable from the abstract of title, and there was no confidential relationship with buyers or active concealment beyond mere silence, Hamm was entitled to summary judgment on fraud claims
- Where Hamm listed his property with Shaul Realty as the owner seeking to sell, making Shaul his agent rather than Hamm being Shaul's agent, and no evidence showed Hamm acted as Shaul's agent, Shaul Realty could not be held liable for Hamm's alleged misrepresentations

Material Facts

- Easement existed giving neighbors rights to spring and water line maintenance on plaintiffs' property.
- Easement not referenced in purchase contract or warranty deed.
- Easement was discoverable in abstract of title.
- Breen served as plaintiffs' attorney in purchase, later represented Hamm in foreclosure.
- Plaintiffs made improvements after closing despite knowledge of easement.

Controlling Law

- New York law regarding seller disclosure duties (Stambovsky v Ackley).
- Agency law principles regarding imputation of agent conduct to principal.
- Attorney duties to clients regarding disclosure of material information.
- CPLR 3212(b) summary judgment standards.

Court Rationale

The court found no triable issues of fact for most defendants because: Shaul Realty was Hamm's agent, not his principal; Ross made no representations and had no disclosure duty; Hamm's silence was not active concealment where the easement was discoverable. However, factual disputes remained regarding

Search a case

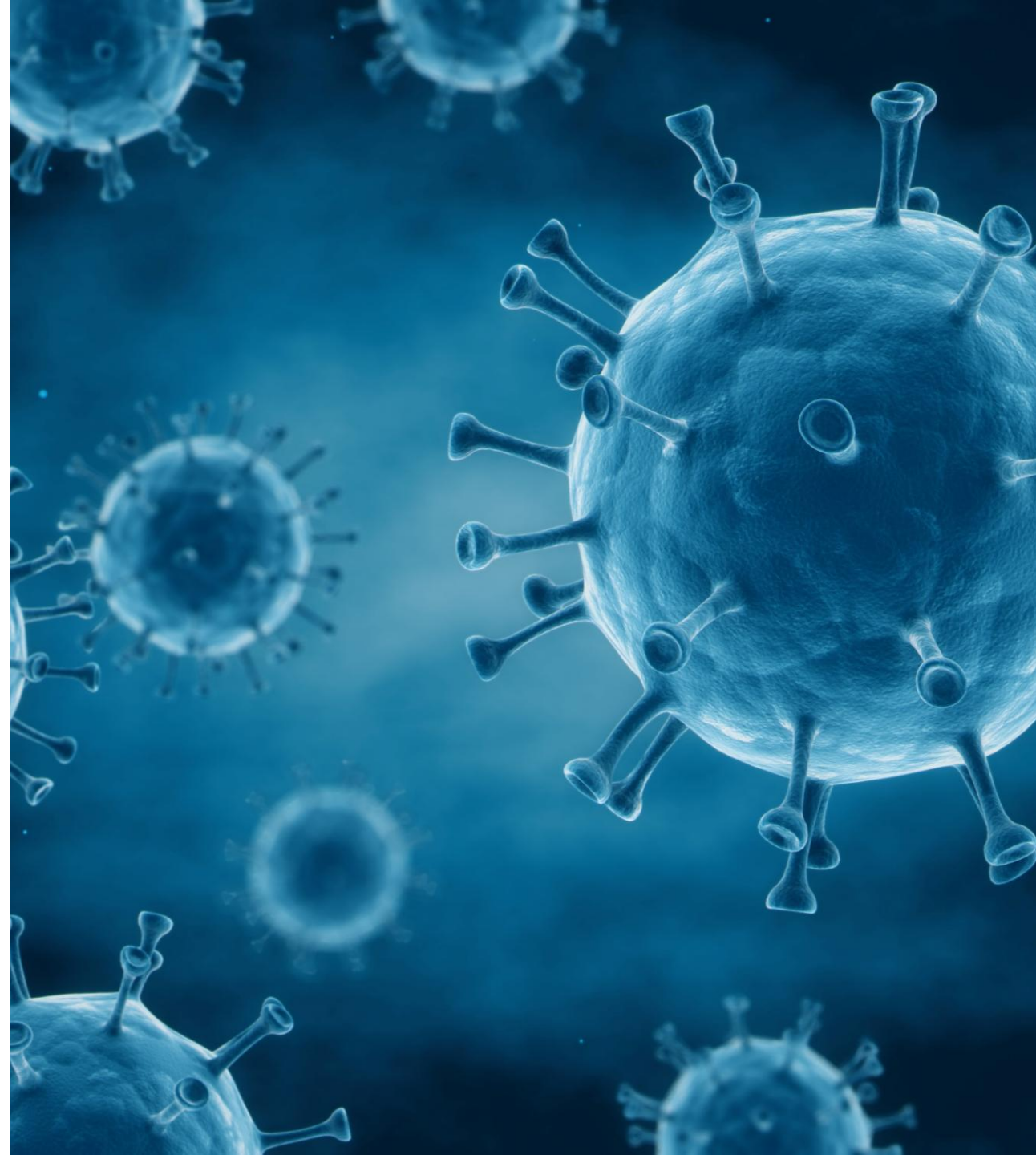
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Best Practices:

Prompting Techniques

General prompting best practices: Prompts are akin to questions in a conversation; for optimal results with Lexis+AI, follow the 5P's:

- Prime- Include context within your prompt
- Persona- Share your desired personality, background, & tone to shape the output
- Prompt- Be sure to give clear and specific instructions
- Product- Specify what output you want back from the system as output
- Polish- Elaborate, refine, verify the conversation with the system



Ethical Issue #2: Supervisory Concerns

- Would you file a complaint drafted by a law clerk without reviewing it?
- Would you trust the conclusions of a legal issue memo without verifying the caselaw and/or statutes cited by a junior attorney?
- Would you let a paralegal send out a form demand letter that only needed names, dates, pronouns, and dollar amounts updated?

Ethical Issue #2: Supervisory Concerns

- Would you file a complaint drafted by a law clerk without reviewing it?
 - No- accuracy; form; tone; local rule compliance
- Would you trust the conclusions of a legal issue memo without verifying the caselaw and/or statutes cited by a junior attorney?
 - No- accuracy; “unwritten rules”; judge or jurisdiction preferences
- Would you let a paralegal send out a form demand letter that only needed names, dates, pronouns, and dollar amounts updated?
 - No- accuracy;

☆ Draft an argument supporting a seller's duty to warn a house buyer of potential hauntings.

✓ Response completed

Protégé | Legal AI | New York | All

Based on these issues and facts provided:

- Whether a seller of residential property in New York has a duty to disclose or warn potential buyers about alleged hauntings
- The application of the caveat emptor doctrine to non-material facts such as hauntings
- Whether hauntings constitute a material defect requiring disclosure under New York law
- The scope of a seller's disclosure obligations under New York Real Property Law
- Whether failure to disclose hauntings can constitute active concealment

Here is the legal argument:

Argument Supporting Seller's Duty to Warn of Potential Hauntings

I. Introduction

This argument addresses whether a seller of residential property in New York has a duty to disclose or warn potential buyers about alleged hauntings. While New York generally adheres to the doctrine of caveat emptor, there are recognized exceptions that support imposing a

Ask a question or use one of these tasks

Summarize another case

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I. Introduction

This argument addresses whether a seller of residential property in New York has a duty to disclose or warn potential buyers about alleged hauntings. While New York generally adheres to the doctrine of caveat emptor, there are recognized exceptions that support imposing a duty on sellers to disclose hauntings under certain circumstances.

II. The Caveat Emptor Doctrine and Its Limitations

A. General Rule

New York adheres to the doctrine of caveat emptor and imposes no duty on the seller or the seller's agent to disclose any information concerning the premises when the parties deal at arm's length, unless there is some conduct on the part of the seller or the seller's agent which constitutes active concealment. [Comora v Franklin, 171 A.D.3d 851](#). Under this doctrine, there is no duty upon the seller to disclose any information concerning the property. [Renkas v. Sweers, 10 Misc. 3d 1076\(A\)](#).

B. Exceptions to the Caveat Emptor Rule

However, the caveat emptor doctrine is not absolute, and New York law recognizes both legal and equitable exceptions that impose a duty on sellers to disclose certain conditions affecting the property in specific circumstances. Legal and equitable exceptions to the doctrine exist, imposing a duty on a seller, in certain circumstances, to disclose certain conditions affecting the property. [Meyers v Rosen, 69 A.D.3d 1095](#).

If some conduct (more than mere silence) on the part of the seller rises to the level of active concealment, a seller may have a duty to disclose information concerning the property. [Comora v Franklin, 171 A.D.3d 851](#). To maintain a cause of action to recover damages for active concealment, the plaintiff must show, in effect, that the seller or the seller's agents thwarted the plaintiff's efforts to fulfill his or her responsibilities fixed by the doctrine of caveat emptor. [Comora v Franklin, 171 A.D.3d 851](#).

III. Hauntings as a Unique Category Requiring Disclosure

Ask a question or use one of these tasks

Summarize another case

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☆ Shorten the response and explain it to me like I am a 4th grader.

✓ Response completed

Protégé | Legal AI | New York | All

Based on these issues and facts provided:

- Whether a seller of a house in New York should have to warn a buyer about possible hauntings
- Explaining the argument for a seller's duty to warn about hauntings in simple terms appropriate for a 4th grade reading level
- Application of New York law regarding seller disclosure obligations

Here is the legal argument:

Why House Sellers Should Warn Buyers About Hauntings: A Simple Explanation

The Basic Idea

Ask a question or use one of these tasks

Summarize another case

Search a case

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Ethical Issue #3: Rule 1.6 Confidentiality

- Always ask-
 - Where is the information going?
 - Who has access to it?
 - How is it being used?
 - How is it being protected?

Upload and Vault



Use an existing Vault

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Manage Vault

New Upload

We ensure optimal privacy protection by encrypting all documents



Drag and drop files here or

Upload

Enter text

PDF, DOC, DOCX, TXT, ZIP files or folders - up to 20 MB per file

Cancel

Create Vault

Attach

View Uploaded Documents

Summarize the attached documents

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Brooklyn_Bus_Acc...
1,453 char 1 page

Brooklyn_Bus_Acc...
1,575 char 1 page

Brooklyn_Bus_Acc...
34,070 char 19 pages

Here are the document summaries. Click on each tab to view document results.

Brooklyn_Bus_Accident_Police... Brooklyn_Bus_Accident_Medical... Brooklyn_Bus_Accident_Physica...

Document Type

Legal Document - Police Report

Incident Details

Motor vehicle passenger injury occurred on October 15, 2025, at approximately 8:45 A.M. at the intersection of Flatbush Avenue and Avenue H, Brooklyn, NY. Reporting Officer Sgt. Angela Perez, Shield #4729, responded with 70th Precinct and EMS Unit #32. [Source](#)

Scene Description

Officers observed an MTA public bus stopped along Flatbush Avenue facing northbound with multiple passengers inside. The plaintiff was found seated on the floor near the rear door holding her left shoulder, indicating visible injury from impact with a vertical metal pole.

[Source](#)

Incident Cause

The bus driver admitted to failing to stop at a posted stop sign and was forced to brake suddenly to avoid colliding with another vehicle entering the intersection. The abrupt stop caused the plaintiff to be thrown forward from her seat into the metal pole, resulting in her injuries. [Source](#)

Generate a timeline

Draft interrogatories

Draft requests for production of documents

Summarize the document(s)

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Ask a question or start a draft with your documents



3 files uploaded



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Witness Statements

Two passengers provided verbal statements that corroborated key facts:

- The bus did not stop at the stop sign as required.
- The sudden braking caused several riders to lose balance.
- The plaintiff struck the pole during the incident.
- The plaintiff appeared to be in severe pain immediately after the impact.

[Source](#)

Evidence Collection

Multiple forms of evidence were secured for the investigation:

- Surveillance footage from interior bus camera to be reviewed by NYCTA investigators.
- Official statement obtained from the bus operator.
- Photographs documenting the interior location where the impact occurred.
- EMS transport record #25-9843 documenting the plaintiff's medical treatment and transport.

[Source](#)

AI-generated content must be reviewed for accuracy. Unlinked citations in your response indicate sources that could not be verified in our database.



- Generate a timeline
- Draft interrogatories
- Draft requests for production of documents
- Summarize the document(s)

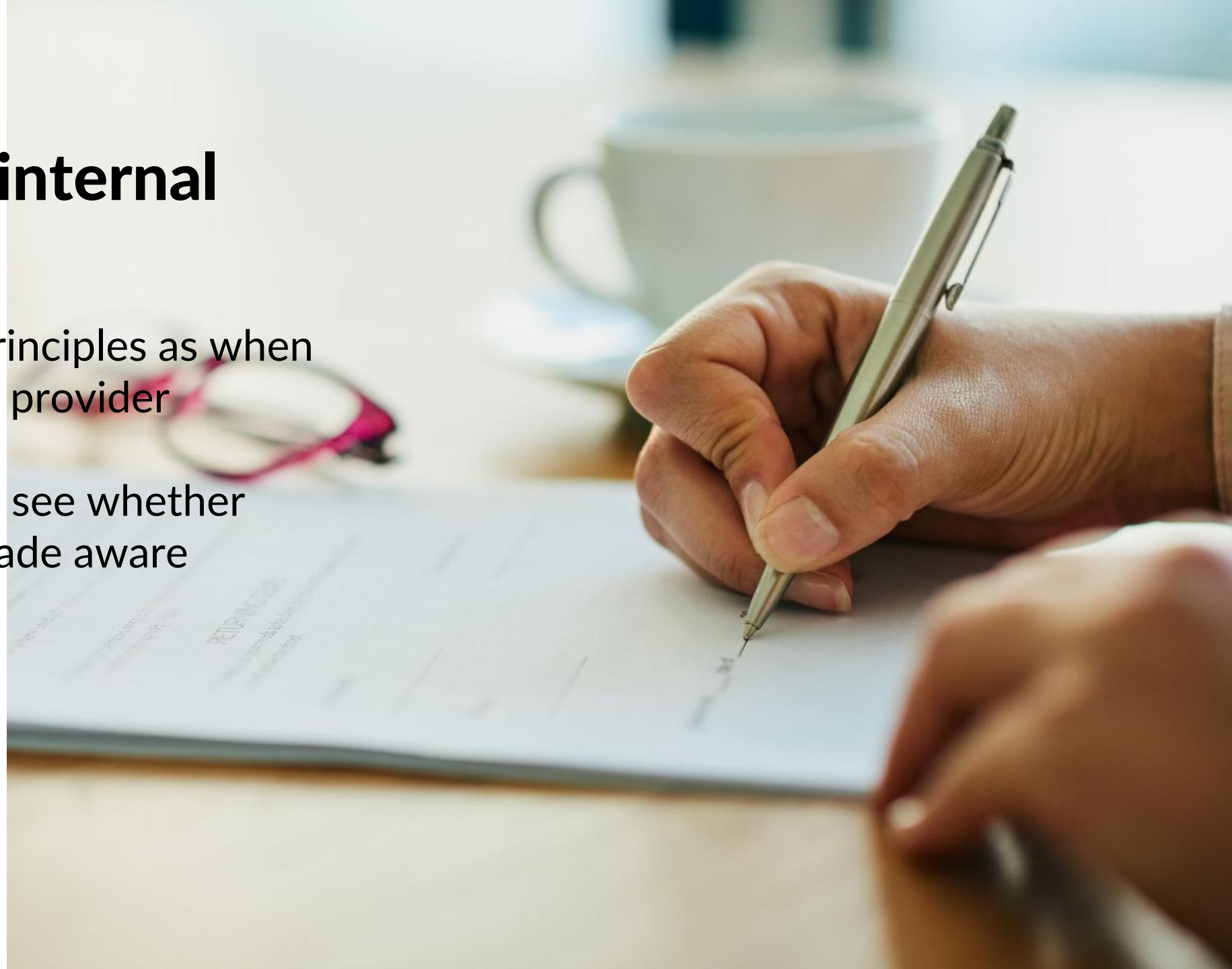
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Developing an internal AI policy


- Consider the same principles as when selecting your GenAI provider
- Consult local rules to see whether Clients need to be made aware
- Enforce Training
- Reinforce Training
- Keep Learning!



Developing an internal AI policy


Pre Drafted Templates


Results for: ai policy Natural Language  


Practical Guidance 5,222  1


- Practice Notes 4,833
- Templates 5,247
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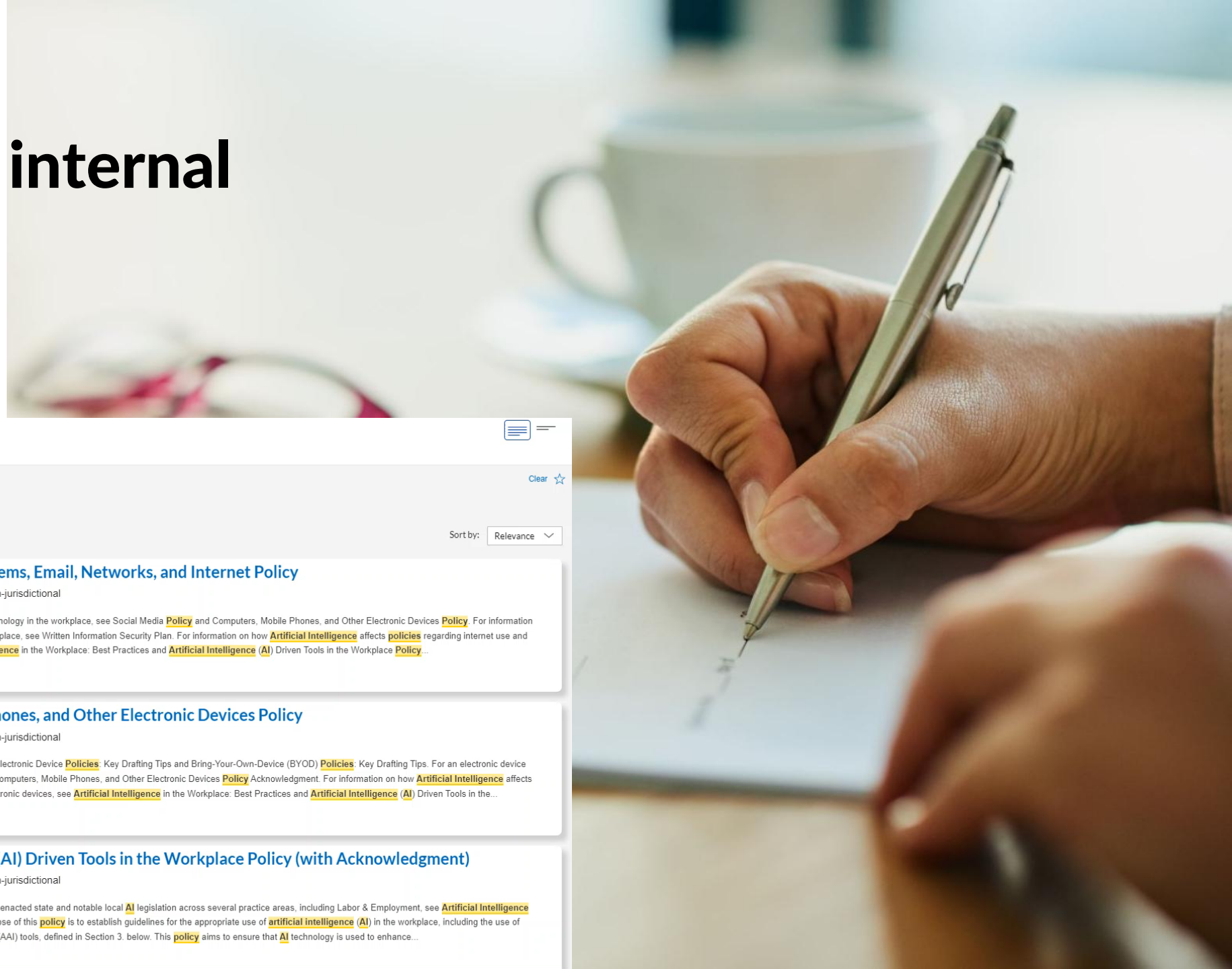
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- Artificial Intelligence (AI) Driven Tools in the Workplace Policy (with Acknowledgment)**
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... Tracker (2024). For a survey covering enacted state and notable local [AI](#) legislation across several practice areas, including Labor & Employment, see [Artificial Intelligence](#) State Law Survey. 1. Purpose. The purpose of this [policy](#) is to establish guidelines for the appropriate use of [artificial intelligence \(AI\)](#) in the workplace, including the use of [Generative AI](#) (GAI) and Algorithmic [AI](#) (AAI) tools, defined in Section 3. below. This [policy](#) aims to ensure that [AI](#) technology is used to enhance...



Developing an internal AI policy



Client: -None- Folders History Help [Dark Mode] [More]

Draft an AI use policy for a law firm

Draft an AI use policy for a law firm AC

Generating response... Stop [Dropdown]

Here is a draft AI use policy clause for a law firm:

1. AI Use Policy

1.1 Purpose. This AI Use Policy sets forth the principles and procedures governing the use of artificial intelligence (AI) systems and tools by the Firm and its attorneys and staff to provide legal services to clients and operate the Firm's business. This policy aims to ensure the ethical, responsible, and compliant use of AI in alignment with the Firm's professional obligations, client interests, and business needs.

1.2 Scope. This policy applies to all AI systems, tools, applications, algorithms, models, and datasets utilized by the Firm for any purpose. It governs the development, testing, deployment, monitoring, and retirement of AI by the Firm. All attorneys and staff must adhere to this policy.

1.3 Definitions. For purposes of this policy, AI refers to any technology exhibiting intelligence and autonomy by analyzing data and its environment and taking actions to .

AI-generated content should be reviewed for accuracy.

Prompt Tips

Generate a draft Select Jurisdiction [Dropdown]

Start a new conversation

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Questions?



Thank You

Contact information