



CONCURRENT SESSION I: A

# Caution – AI Is Here to Stay! The Dos, Don'ts and Maybes of AI Use in the Law Firm Setting

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# AI is Here to Stay! The Dos, Don'ts and Maybes of AI Use in the Law Firm Setting

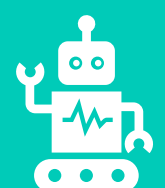
February 27, 2026



# GenAI at FBT Gibbons



Gen AI is changing the practice of law. GenAI will create new ways of serving and creating value for clients.



Gen AI will also change the business model for legal services. If we don't figure this out, other firms will.



Technology may eliminate some of the time-consuming, lower-value work that we don't like doing, but it cannot replace legal skills and judgment.



To learn new skills and design new ways of working, we need to learn and experiment. There will be trial and error.

# GenAI at FBT Gibbons

## Potential of Generative AI

- Enhances client service
- Creates new ways to deliver services

## Benefits of GenAI

- Streamlines workflows
- Creates efficiencies
- Frees attorneys to focus on strategic legal work

## Implementation at FBT

- Using multiple GenAI technologies
- Secured, private environments
- Meets security standards and outside counsel guidelines

# CoCounsel



- Thompson Reuters Product
- First legal-specific GenAI application
- Assists attorneys in research, analysis, and drafting of legal documents with advanced natural language capabilities.
- Private and secure



# CoCounsel Skills

<b>Summarize</b>	Quickly understand long, complex documents by condensing them into succinct summaries
<b>Generate a Timeline</b>	Automatically assemble chronologies of events described in your documents
<b>Review Documents</b>	Ask complex questions about a batch of documents or contracts and receive nuanced answers complete with citations
<b>Compare Docs</b>	Pinpoint similarities, differences, and favorability across multiple documents
<b>Search a Database</b>	Rapidly find relevant documents within a large database of your files
<b>Prepare for a Deposition</b>	Easily identify pertinent topics and questions for investigative projects of all kinds
<b>Draft</b>	Draft tailored letters, memos, and other content with speed



# CoCounsel Adoption Pilot Program

## 11 weeks

- 3 - 4 hours/week

## 24 attorneys

- BCCT
- Business Litigation
- CMBS
- Commercial Finance
- L&E
- Private Equity and Venture
- PTI
- Real Estate

## Program Outcomes

- Use cases
- **150** new access requests (Sep. 2024 to Present)
- New round of training
- Paralegal BrAItrust

# GenAI Usage & Adoption

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- CoCounsel
  - 350 current users
- CoPilot Licenses
  - 196 current users
- 461 unique users (60 user overlap)
- CoPilot Chat
- ChatGPT and Claude
- Solve Intelligence

# GenAI Operations

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- Firm policy
- Monthly GenAI newsletter
- No-Fly client list
- AI usage tracking
- Standard RFP responses
- Client communication cheat sheet
- Public-facing website
- ISO certification



Promptly Speaking: FBT GenAI Bulletin

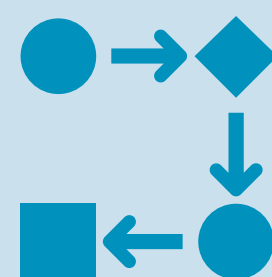
# Practice Workflow Integration



Opportunity to transform  
practice workflows with AI



BrAlnTrust and other attorneys  
in each PG to re-think how  
repetitive tasks are completed



PTI training with focus on  
workflows, e.g., Depositions

# GenAI: Transactional Uses

# Finding AI Use Cases

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- AI has a “Jagged Frontier”
  - It excels at some surprisingly hard tasks and fails at some seemingly easy ones
- The shape of the Jagged Frontier is hard to predict
  - Experimentation is key
- Focus on tasks where the result can be independently verified

# AI Strengths

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- Information Retrieval
  - Searching large quantity of documents for concepts, not just keywords
  - Extracting facts, clauses, and terms from documents in seconds or minutes
  - Searching collections of documents quickly
- Repetitive Tasks
  - Reducing friction on repetitive tasks
  - Streamlining first-pass document summaries and abstracts

# Getting Started

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- Don't be afraid to just start using it.
- It doesn't need to be perfect on the first try to be useful.
  - Speed is one of AI's advantages and the ability to iterate quickly is one of AI's greatest strengths.
- Experiment with tasks where you already know the right answer or where the output can easily be verified.

# Easy Places to Start

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- Turn rough notes into a first draft
  - After a meeting or call, paste your notes and ask AI to write a polished email, memo, or summary
- Get unstuck on a difficult email or message
  - Describe the situation and ask AI for a starting point, then edit from there
  - Ask the AI to adjust the tone of a message you drafted
- Summarize a Document
  - Ask AI for a summary of a document or set of documents. Give guidance about purpose, scope, level of detail, etc.

# Use Case: Document Summary

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## Advanced Document Search & Abstracts

- A successful pattern that has emerged as a positive use of AI is preparing a list of questions about a document or set of documents, as a way to jumpstart an abstract or summary project
- Leveraging AI's strengths at fast information retrieval and "fuzzy search"

# Example: Franchise Agreement Abstract

## FRANCHISE AGREEMENT REVIEW

**Property:** [REDACTED] (“Hotel”)

**Franchisor:** [REDACTED], a Delaware corporation (“Franchisor”)

**Franchisee:** [REDACTED] a Delaware limited liability company, as assignee in interest to [REDACTED] (“Franchisee”)

**Date of Franchise Agreement:** January [REDACTED] (“Effective Date”)

**Date of Review:** January [REDACTED]

**Franchise Agreement:** [REDACTED] Franchise Agreement between Franchisor and Franchisee dated [REDACTED] as amended by that certain letter agreement (“1<sup>st</sup> Letter Agreement”) between Franchisor and Franchisee dated [REDACTED]; as further amended by that certain letter agreement (“2<sup>nd</sup> Letter Agreement”) between Franchisor and Franchisee dated [REDACTED]; as further amended by that certain draft Consent to Assignment and Assumption of Franchise Documents and Amendment of Franchise Agreement (“Amendment”) among [REDACTED] as assignor, [REDACTED] as assignee, and Franchisor (as amended, the “Agreement”).

Capitalized terms not otherwise defined herein shall have the definitions set forth in the Agreement.

<p>1. (A) Is the Client the original Franchisee?</p> <p>(B) If not, is there evidence of an assignment?</p> <p>(C) Is the Agreement in full force and effect?</p>	<p>(A) No.</p> <p>(B) Yes, see Amendment.</p> <p>(C) Insufficient information to determine.</p>
<p>2. (A) What is the expiration date of the term of the Agreement?</p> <p>(B) Does the Franchisee have any options to extend the term? If so, describe the number of such options and the length thereof.</p>	<p>(A) The Term begins on January [REDACTED] and ends on the 25<sup>th</sup> anniversary of the Opening Date. (§2.1; Exhibit A, Item 4)</p> <p>(B) None. Not renewable. (§2.2)</p>
<p>3. (A) Does the Agreement provide for a termination right on the part of Franchisor other than for a Franchisee default?</p>	<p>(A) Yes. In addition to termination upon default, Franchisor may also terminate in connection with a Transfer that does not comply with the terms of Section 17, or in</p>

- Hotel Franchise Agreements are crucial to hotel transactions.

# Example: Franchise Agreement Abstract

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## The Prompt

- Intro: "These documents represent all documentation related to a franchise agreement for a hotel property. We represent a potential lender who is providing mortgage financing for the hotel property and is conducting due diligence on the property. Please answer the questions listed below with respect to the hotel property. For any answer that references a defined term in the Agreement, include the relevant definition in the response."
- 19 distinct questions corresponding to fields in the abstract form
- Example Questions:
  - "Briefly describe any franchise fees or other financial obligations of the Franchisee (including any obligations associated with any property improvement plan (a/k/a PIP plan) or management action plan)."

# Franchise Agreement Abstract Demo

**Thomson Reuters CoCounsel**

Back

Search chats

Today

Scratchpad

Past 7 Days

Matter files

Matter settings

Therefore, based on the provided document, there is no indication of a termination right for the Franchisor other than for Franchisee default, nor is there a requirement to notify a mortgagee of such termination.

**Briefly describe any management fees or other financial obligations of the Franchisee (including any obligations associated with any property improvement plan (a/k/a PIP pan) or management action plan).**

The Franchisee, [REDACTED], has several financial obligations under the Franchise Agreement with [REDACTED]. These obligations include:

- Franchise Fees:** The Franchisee is required to pay a monthly franchise fee, which is a percentage of Gross Room Sales. The standard rate is 5.5%, but there are discounted rates for certain periods if the Opening Date occurs before the Incentive End Date. These rates are 3% for the first year, 3.5% for the second and third years, and 4.5% for the fourth year, after which the standard rate applies. [18](#) [19](#)
- [REDACTED]
- [REDACTED]
- Property Improvement Plan (PIP) Fees:** If applicable, the Franchisee must pay a non-refundable property improvement plan fee as part of the conditions for transferring ownership interests. [24](#)
- Management Fees:** The document does not explicitly mention specific management fees, but it does state that the Franchisee is responsible for employing a general manager and department managers who have completed Franchisor's training programs. [25](#)
- Other Fees and Costs:** The Franchisee is responsible for various other fees, including those related to training, inspections, electronic systems, and any goods or services purchased from the Franchisor. [26](#)
- Interest on Late Payments:** If any payment is overdue, the Franchisee must pay interest at a rate of 18% per annum or the maximum rate permitted by law. [27](#)
- Transfer Fees:** In the event of a transfer, the Franchisee may be required to pay application fees and other costs associated with the transfer process. [28](#) [29](#)

The document does not explicitly mention a management action plan or specific fees associated with it. If there are any additional fees or obligations related to a management action plan, they are not detailed in the provided document.

**Was there any property improvement plan (a/k/a PIP plan) or management action plans attached to such agreement, delivered in connection with the same or referenced in such agreement? If yes, briefly describe the obligations and any deadlines for completion.**

The Franchise Agreement does not explicitly mention a property improvement plan (PIP plan) or management action plans attached to the agreement, delivered in connection with it, or referenced within it. The term "PIP Review Date" is noted as "Not Applicable" in the agreement, which suggests that there is no property improvement plan associated with this agreement. [30](#) Additionally, there is no mention of management action plans in the document. Therefore, based on the provided document, there are no obligations or deadlines for completion related to a PIP plan or management action plans.

What would you like to do today?

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ALL FOOTNOTES / FN18 - Franchise Agreement - .pdf

6 of 60

Page Width

Results

Additional Guestrooms.

**3.2 Franchise Fees.** Beginning on the Opening Date, Franchisee will pay Franchisor for each month an amount equal to the percentage of Gross Room Sales stated in Item 11 of Exhibit A for such month (the "Franchise Fees"). Franchisee will not offer complimentary or reduced-price Guestrooms or food and beverage to benefit any other business at or outside of the Hotel.

# Lease Agreement Summary

## Basic Lease Information

<b>Property Name</b>	[Shopping Center]
<b>Date of Lease</b>	[Date]
<b>Landlord</b>	[Shopping Center], L.L.C., a Delaware limited liability company
<b>Tenant Name</b>	[Tenant Entity], a [State] corporation d/b/a “[Restaurant Name]”
<b>Unit/Suite Number</b>	[Suite No.] (street address: [Street Address], [City], [State] [Zip])
<b>Square Feet</b>	5,400 square feet
<b>Lease Commencement Date</b>	The Rent Commencement Date (as defined in Section 4.01)
<b>Rent Commencement Date</b>	The earlier of (i) the date Tenant opens for business to the public, or (ii) the Scheduled Completion Opening-Date
<b>Expiration Date</b>	120 full calendar months after the Rent Commencement Date
<b>Options to Extend Term</b>	Two (2) consecutive five (5) year renewal option periods. First Option Period requires 365 days written notice prior to expiration of Initial Term. Second Option Period requires 365 days written notice prior to expiration of First Option Period.
<b>Security Deposit</b>	No security deposit required
<b>Guarantor</b>	[Guarantor Entity], a [State] corporation (wholly owned subsidiary relationship with Tenant)

## Rent

<b>Base Rent (include option periods)</b>	Initial Term: Years 1-5: \$150,000.00 per year (\$12,500.00 per month); Years 6-10: \$165,000.00 per year (\$13,750.00 per month). First Renewal Option Period: \$181,500.00 per year (\$15,125.00 per month). Second Renewal Option Period: \$199,650.00 per year (\$16,637.50 per month).
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- In this case, the built in “Lease Agreement Abstract” tool was used, rather than using my own custom prompt.
- The tool asks for a form of abstract and a lease and provides an abstract in the form requested.

### Pros

- Less investment required; used existing form of abstract
- Initial output closer to final work product format

### Cons

- Not customizable; some responses could be better tailored
- Harder to verify (no document links provided)

# Use Case: Document Library Search and Compare

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- Create a database of documents
- Query the database, taking advantage of conceptual search capabilities
  - Extract Information
  - Ask Questions
  - Compare Provisions





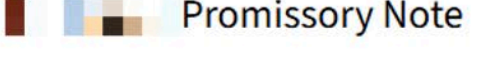





# Example: Promissory Note Database

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- Created a database of recent, negotiated Promissory Notes from Financial Institution Financings
- Ran a series of queries and created reference charts for various items



# Results: Extracting Interest Rates






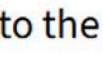





Document Title	Interest Rate Type	Interest Rate Calculation
 Promissory Note	Fixed rate, converting to floating rate	The interest rate is 7.90% per annum until the Scheduled Maturity Date, then converts to the SOFR Rate plus a SOFR Spread of 3.85%. <a href="#">1</a> <a href="#">2</a>
 Promissory Note	Fixed rate, converting to floating rate	The interest rate is 6.09% per annum until the Scheduled Maturity Date, then converts to the SOFR Rate plus a SOFR Spread of 2.75%. <a href="#">3</a> <a href="#">4</a>
 Promissory Note	Fixed rate, converting to floating rate	The interest rate is 7.60% per annum until the Scheduled Maturity Date, then converts to the SOFR Rate plus a SOFR Spread of 3.50%. <a href="#">5</a> <a href="#">6</a>
 Promissory Note	Fixed rate, converting to floating rate	The interest rate is 6.31% per annum until the Scheduled Maturity Date, then converts to the SOFR Rate plus a SOFR Spread of 3.00%. <a href="#">7</a> <a href="#">8</a>
 Promissory Note	Fixed rate, converting to floating rate	The interest rate is 6.05% per annum until the Scheduled Maturity Date, then converts to the SOFR Rate plus a SOFR Spread of 2.90%. <a href="#">9</a> <a href="#">10</a>
 Promissory Note	Fixed rate, converting to floating rate	The interest rate is 6.32% per annum until the Scheduled Maturity Date, then converts to the SOFR Rate plus a SOFR Spread of 2.85%. <a href="#">11</a> <a href="#">12</a>
 Promissory Note	Fixed rate	The interest rate is 7.75% per annum. <a href="#">13</a>
 Promissory Note	Fixed rate	The interest rate is 6.07% per annum. <a href="#">14</a>
 Promissory Note	Fixed rate, converting to floating rate	The interest rate is 7.25% per annum until August 9, 2024, then converts to the SOFR Rate plus a SOFR Spread of 3.00%. <a href="#">15</a> <a href="#">16</a>
 Promissory Note	Fixed rate, converting to floating rate	The interest rate is 7.25% per annum until August 9, 2024, then converts to the SOFR Rate plus a SOFR Spread of 3.00%. <a href="#">17</a> <a href="#">18</a>

# Example: Negotiated Changes

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- Negotiating Loan Documents often requires searching for examples from prior transactions
- Searching for examples manually can be frustrating, particularly when you don't recall the "magic words"
- Example: Non-Recourse Carveouts

# Results: Negotiated Recourse Carveouts

Document Title	Full Text of the Provision
 Promissory Note.pdf	"The failure of Borrower to pay when due any real estate taxes, real estate assessments, transfer taxes, deed stamps, intangible taxes, or mortgage recording stamp or similar taxes." <a href="#">1</a>
 Promissory Note.pdf	"The failure of Borrower to pay when due any real estate taxes, real estate assessments, transfer taxes, deed stamps, intangible taxes, or mortgage recording stamp or similar taxes prior to the imposition of any late fee or penalty imposed by the applicable government entity." <a href="#">2</a>
 Promissory Note.pdf	"The failure of Borrower to pay when due any real estate taxes, real estate assessments, transfer taxes, deed stamps, intangible taxes, or mortgage recording stamp or similar taxes." <a href="#">3</a>
 Promissory Note.pdf	"The failure of Borrower to pay when due any real estate taxes, real estate assessments, transfer taxes, deed stamps, intangible taxes, or mortgage recording stamp or similar taxes." <a href="#">4</a>
 Promissory Note.pdf	"The failure of Borrower to pay when due any real estate taxes, real estate assessments, transfer taxes, deed stamps, intangible taxes, or mortgage recording stamp or similar taxes, subject to the provisions of Section  of the Security Instrument." <a href="#">5</a>
 Promissory Note.pdf	"The failure of Borrower to pay when due any real estate taxes, real estate assessments, transfer taxes, deed stamps, intangible taxes, or mortgage recording stamp or similar taxes." <a href="#">6</a>
 Promissory Note.pdf	"The failure of Borrower to pay when due any real estate taxes, real estate assessments, transfer taxes, deed stamps, intangible taxes, or mortgage recording stamp or similar taxes, provided that neither Borrower nor Guarantor shall be liable to the extent funds to pay such amounts are available in escrows or reserves held by Lender and Lender failed to pay the same (or failed to release sums to Borrower to pay the same) in accordance with the requirements of the Loan Documents." <a href="#">7</a>
 Promissory Note.pdf	"The failure of Borrower to pay when due any real estate taxes, real estate assessments, transfer taxes, deed stamps, intangible taxes, or mortgage recording stamp or similar taxes." <a href="#">8</a>
 Promissory Note.pdf	"The failure of Borrower to pay when due any real estate taxes or assessments, except to the extent that the amounts for such taxes and assessments have been previously deposited with Lender and such amounts were actually applied to (x) principal, interest, and/or other amounts outstanding or required to be paid under the Loan Documents (including payments made to reserves) and/or (y) such other items approved by Lender in writing)." <a href="#">9</a>
 Promissory Note.pdf	"The failure of Borrower to pay when due any real estate taxes, real estate assessments, transfer taxes, deed stamps, intangible taxes, or mortgage recording stamp or similar taxes." <a href="#">10</a>

# Example: Redline Summary

ARTICLE II  
Purchase Price; Escrow; Transaction Costs

Section 2.1. The purchase price for the Property to be paid by Buyer to Seller on the Closing Date (as hereinafter defined) shall be ~~Five Million Five Hundred Thousand and 00/100 DOLLARS (\$5,500,000.00)~~ (the "**Purchase Price**"), which shall be payable as follows:

(a) One Million and 00/100 Dollars (\$1,000,000.00), on or before 5:00 p.m. EST on date that is two (2) business days following the Effective Date, in immediately available wired federal funds (the "**Initial Deposit**") to be held by ~~Kensington Vanguard, 41 Madison Fidelity National Title Insurance Company, 402 Lexington Avenue, 24th Floor, New York, NY 10017, Attention: Escrow Agent, [redacted]~~ (the "**Escrow Agent**"); and ~~Madison Fidelity National Title Insurance Company (the "Escrow Agent"); and~~

(b) Provided this Agreement has not been terminated by Buyer in accordance with the terms hereof, One Million and 00/100 Dollars (\$1,000,000.00) on or before expiration of the Inspection Period (as defined below; time being of the essence as to Buyer's obligation to provide the Additional Deposit not later than one business day after the expiration of the Inspection Period), in immediately available wired federal funds (the "**Additional Deposit**", and together with the Initial Deposit and all interest earned on the Initial Deposit and the Additional Deposit, collectively, the "**Deposit**") to be held by Escrow Agent, and

(c) On or before 2:30 p.m. EST on the Closing Date, Buyer shall deposit with Escrow Agent for payment to Seller the balance of the Purchase Price equal to ~~Four Million Five Hundred Thousand and 00/100 Dollars (\$4,500,000.00)~~, plus or minus any proration, credits (including credit for any interest earned on the Deposit) and/or adjustments provided in this Agreement (the "**Adjusted Purchase Price**"), in immediately available wired federal funds, to one or more accounts designated by Seller to Buyer in writing prior to Closing (as defined in Section 7.2 herein).

(d) Seller and Buyer hereby agree that the Purchase Price shall be allocated among the Properties as set forth on Schedule 2.1(d) attached hereto (as to each Property, the "**Allocated Purchase Price**") for purposes of the Title Policy coverage amounts, transfer taxes, any documents submitted for Closing in connection with the recording of the Deeds. Seller and Buyer may allocate values among the Properties as they see fit for all other purposes not implicated by this provision.

Section 2.2. The Deposit shall be held by the Escrow Agent in a separate, federally insured, interest-bearing escrow account(s) in accordance with the provisions of this Agreement and a supplemental escrow agreement substantially in the form of EXHIBIT D attached hereto and made a part hereof, which is to be executed by the parties hereto and the Escrow Agent

- AI attempts to summarize the changes in a Word tracked changes document
- Provides summary, risk analysis and overall assessment
- Today, this is very close to the Jagged Frontier

# Results: Redline Summary

Location	Summary of Change	Risk	Assessment	Comment Summary
Article I - Purchase and Sale <sup>1</sup>	Updated buyer entity name from placeholder to '██████████ LLC', a Delaware limited company	Low	Simple entity name clarification with no impact on substantive obligations	
2.1 Purchase Price <sup>2</sup>	Changed escrow agent from Kensington Vanguard to Fidelity National Title Insurance Company with updated address and contact information; added credit for interest earned on deposit in purchase price calculation	Low	Administrative change to escrow agent and minor clarification on deposit interest treatment	

<sup>1</sup> THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), made as of - }, ██████████ ("Effective Date"), by and among the sellers listed in Exhibit A with respect to each Property (as defined below) therein (collectively and jointly and severally, "Seller"), each having an office c/o ██████████, ██████████, and ██████████

# Example: Grab Bag of Actual Use-Cases

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- Summarizing the Insurance Provisions in a Large Catalog of Leases
- Summarizing a Handwritten Easement
- AI dictation and transcription tools

# GenAI: Litigation Uses

# Litigation Use Case Principals

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Increased Efficiency



Enhanced Accuracy



Increased Strategy



Better Client  
Communication

# Utilizing CoCounsel for Litigation – Examples



Transcripts – Review/summarize deposition transcripts, trial transcripts, etc.



Contracts – Review/summarize/extract data from contracts, leases, etc.



Discovery – Use Search a Database to Upload/Search Data Sets, Ask Questions, etc.



Drafting – Use for demand letter, outlines of topics for a deposition or witness interview, etc.

# Co-Counsel Library



**Filters** Reset

Favorites

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**Practice area**

Litigation

Transactional

General

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**Tags**

Select ▼

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**Category**

Select ▼

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**Type**

Select ▼

Search library 🔍 Showing 249 results Sort by: Alphabetical ▼

**Accident event timeline**  
Create a timeline of accident-related events to establish sequence and causation ☆

**Acquisition agreement term summary**  
Summarize material terms of an acquisition agreement relevant to the buyer ☆

**Adverse possession deposition questions**  
Draft 20 deposition questions for a neighbor claiming adverse possession in a property boundary dispute ☆

**Affirmative defense brainstorming**  
Identify potential affirmative defenses based on the allegations in the complaint ☆

**AI jurisdictional surveys**  
Get a survey of the law across jurisdictions based on a legal research question

**AI-Assisted Research US**  
Get relevant answers to legal research questions with links to Westlaw authority

# CoCounsel's Library

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Newest feature

Guided legal workflows

Easy "fill-in" prompts

# Case Overview – Bein’ Nauti LLC v. La Merra Holdings, LLC & HOA



## **Nature of the Dispute**

The dispute centers on trail easement design, construction without approval, and alleged environmental damage in Sedona Ranch community.

## **Conflicting Claims**

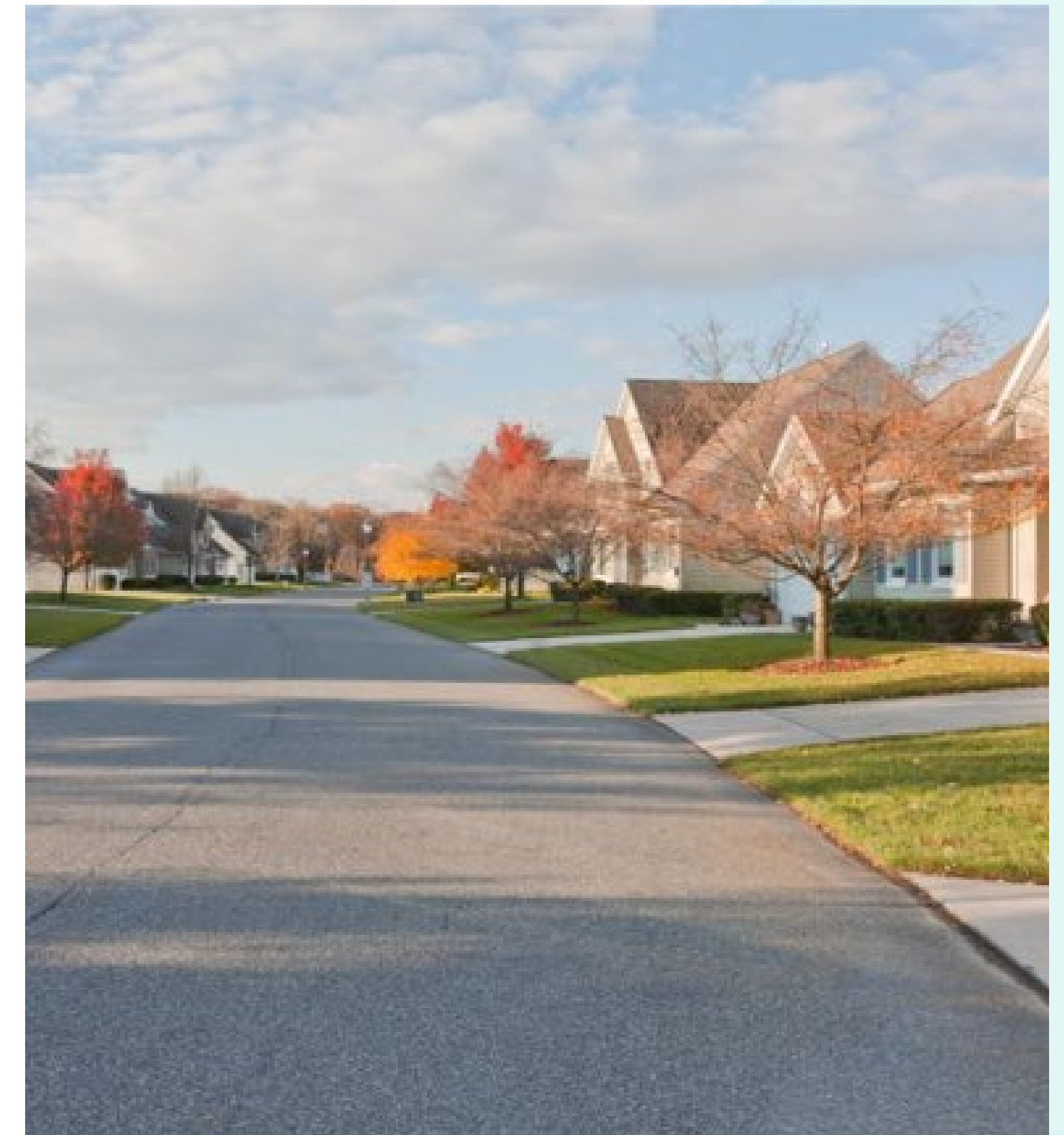
BN claims lack of professional trail design and prior notice; LM argues no obligation for full design and denies trespass allegations.

## **Disclosure and Drainage Issues**

BN alleges undisclosed drainage problems; LM states concerns are objections to lake-filling, not latent defects.

## **Legal and Court Considerations**

Court must interpret trail design approval, trespass claims, nondisclosure, and support for damages and remedies.



# Use Cases



Prepare for a Deposition



Document Review



Drafting



Jurisdictional Analysis



**FBT  
Gibbons**

# Prepare for a Deposition

# Prepare for a Deposition



**MB** Maureen – 02:21 PM

 [Save prompt](#)

I need an outline for the deposition of Laurence Judice, who is one of the owners of Bein' Nauti that purchased the property, focusing on his allegations that there was a lack of a professional trail design that was purportedly required, his alleged lack of prior notice of the work to be completed on the trail, and purported undisclosed drainage problems.

**2 files added**

 2023.03.20 LaMerra First Amended Com...

 2023-04-21 BN Answer and Counterclai...

 [Prepare for a Deposition](#)

 [Download](#)

# Prepare for a Deposition



**FBT  
Gibbons**

## Professional Trail Design: Process, Expertise, and Standards

- Can you describe your understanding of what constitutes "professional trail design" as referenced in the Purchase Contract and related addenda between La Merra Holdings, LLC and Bein' Nauti LLC? 1 2
- What steps, if any, did you or your representatives take to engage professionals or qualified contractors in designing the Trail Easement prior to construction activities on the property? 3
- Were there any written standards, guidelines, or criteria applied to the design of the Trail Easement? If so, can you identify and describe them? 4
- Did you obtain any professional assessments, surveys, or design documents regarding the trail prior to submitting a proposed design for approval? If so, please identify those documents and the individuals who prepared them. 5
- Who was responsible for preparing and submitting the trail design to Bein' Nauti LLC for approval under Addendum 4 of the contract? 6
- What was communicated to you about the need for the trail to be designed or reviewed by a professional? 7
- Before any work on the Trail Easement began, did you or anyone on your behalf obtain necessary permits or consult with qualified engineers or trail designers? 8 9

# Prepare for a Deposition



## Notice and Communication Regarding Trail Work

- Prior to any physical work related to the Trail Easement, when and how did you notify Bein' Nauti LLC of plans for trail design, approval, and construction? 10
- Can you describe all communications you had with Bein' Nauti LLC concerning the scheduling or commencement of trail work? 11
- What is your recollection of any responses or feedback received from Bein' Nauti LLC regarding proposed trail plans or notice of activities on the property? 12
- Did you provide written notice to Bein' Nauti LLC before anyone entered the property to conduct trail-related work? If so, can you describe the notice and provide its date? If not, please explain why notice was not given. 13 14
- Were there any discussions or correspondence with the HOA or its representatives about the timing or necessity of giving notice to Bein' Nauti LLC before trail construction activities? 15

# Prepare for a Deposition



## Disclosure of Drainage, Irrigation, and Related Problems

- Who prepared or reviewed the Seller's Property Disclosure Statement (SPDS) for the transaction? What was your personal involvement in completing or verifying its contents? [37](#) [38](#) [39](#)
- Did you have knowledge of any drainage issues, irrigation problems, pipe defects, or other material conditions affecting the property at the time the SPDS was completed? Please describe what you knew and when you learned it. [40](#) [41](#) [42](#) [43](#) [44](#)
- What steps, if any, did you take to investigate or correct any drainage or irrigation problems before closing the transaction? [45](#)
- Was Bein' Nauti LLC specifically informed, either orally or in writing, of any drainage, irrigation, or water overflow issues prior to closing? If so, please describe the communications, including the date and participants. [46](#) [47](#)
- Are you aware of any drainage easement or formal arrangement permitting overflow drainage onto the property? [48](#)
- Did you participate in any discussions or make any representations to Bein' Nauti LLC regarding the property's drainage, irrigation, or related systems? Please detail those communications. [49](#) [50](#)




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# Deposition Transcript Review

# Deposition Transcript Review





**MB** Maureen – 11:23 AM

 Save prompt

Prepare a summary of Lawrence Judice's deposition testimony.

1 file added

 Judice, Lawrence Edward (Full) 4920-0079-3108 v.1.pdf

 Summarize

Responding - 20% |  1-3 minutes 

**Judice, Lawrence Edward (Full) 4920-0079-3108 v.1.pdf**

# Level of Detail

## General

### Negotiations and Contract Addendum 4

- Negotiations involved Suzanne Horst (La Merra’s agent), Ben Gerig, and Steve Laver, including a conference call that produced Addendum 4 and addressed easements, future plans, the path, and indemnity/insurance terms. [13](#) [14](#)
- Horst was the initial primary contact, but due to unanswered questions she involved Gerig and Laver; Horst would relay questions and responses, with direct involvement from Gerig and Laver at the final stage. [15](#) [16](#)
- He later noted that a counteroffer in Exhibit 2 was also a product of the conference call. [17](#)

### Trail Design Communications Pre-Boyko Entry (March–April 2022)

- On March 13, 2022, Judice emailed Laver regarding “Mark’s design for the trail,” describing it as a concept or “napkin sketch” lacking dimensions, and although he liked the overall concept, it was insufficient for approval. [18](#) [19](#) [20](#) [21](#)
- He emphasized a need for a complete plan and professional credentials, later learning Boyko lacked contractor licensure. [22](#)
- March 22–23, 2022 emails reflect Laver coordinating staking/survey of the south boundary of Tract H and Blue Stake scheduling; Judice disputed Laver’s statement that he had “signed off” and requested photos and the survey, reinforcing that approval had not yet been given. [23](#) [24](#) [25](#)
- On March 31, 2022, Horst confirmed they had not received sign-off from Judice/Ren on Boyko’s attached drawing, aligning with Judice’s position that only a concept had been shared and approval was still pending. [26](#) [27](#) [28](#)

# Level of Detail Page-by-Page

## Page 14

- When asked if Ben's non-La Merra email indicated he acted for a different entity, Mr. Judice said he did not know and that it was just something that came to mind to mention. 76 77
- He confirmed the letter (BN1447) is dated June 3, 2024, and agreed that date was correct. 78
- He stated he sent the letter on or around that date to the best of his memory. 79 80
- He sent it to a neighborhood email list he had, which he described as somewhat old, obtained because someone previously cc'd everyone instead of using blind cc, and he did not recall the exact recipients. 81 82
- He explained it was the best available list of neighbors he had. 83
- The next topic referenced is a numbered heading related to the "Oak Creek Trail Easement." 84 85

## Page 15

- The examiner read a sentence from Mr. Judice's letter stating, "The easement along Oak Creek currently consists of the entire FEMA floodway, so we all have access across that entire area of the neighborhood," and Mr. Judice confirmed it was read correctly. 86 87
- When asked what he meant by "FEMA floodway," Mr. Judice began by explaining the context of the letter, stating it was sent after a mediation with La Merra where allegations were made that he never wanted the path, and that he had become aware of plans to place the path on HOA property next to the bridge; he did not recall exact dates or timelines but inferred this from the letter's context. 88 89 90
- He referenced "paragraph No. 2," repeating the summary that the easement along Oak Creek currently consists of the entire FEMA floodway. 91
- The next page continues his answer regarding residents' beliefs about property to the creek; do not summarize here per instruction to confine to the current page unless needed to complete split content. 92

# Pinpointing Citations



## Trail Design Communications Pre-Boyko Entry (March–April 2022)

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- On March 31, 2022, Horst confirmed they had not received sign-off from Judice/Ren on Boyko’s attached drawing, aligning with Judice’s position that only a concept had been shared and approval was still pending. [26](#) [27](#) [28](#)
- Judice’s April 19, 2022 email reiterated he needed to “rein in the process,” requested markings/specifics, and stated “we just need

Ask CoCounsel about a legal task or topic...

ALL FOOTNOTES / FN22 - Judice, Lawrence Edward (Full) 4920-0079-3108 v.1.pdf

☰ 🔍 | ⏪ < 36 of 69 > ⏩ | — + Page Width ▾

4 least a rough design or some sort of design for the  
5 trail, correct?  
6 A. I would call it a concept.  
7 Q. And that was prepared by Mr. Boyko?  
8 A. Yeah. This was before I knew that he had  
9 zero credentials to do so and wasn't even licensed as  
10 a contractor.  
11 Q. At some point, Mr. Boyko provided a  
12 drawing of his plan or concept, correct?  
13 A. Yes.  
14 MR. CALLAHAN: Form.  
15 THE WITNESS: It's a very basic. I call  
16 it, like, a napkin sketch. You know, no -- no  
17 dimensions. No, you know, real information on there.  
18 You know, it looks like the concept sketch you get  
19 from a, you know, a landscaper.  
20 Q. BY MR. BROGDON: And bottom line, in  
21 addition to your concern about his credentials, it  
22 was not a complete enough design for you to approve  
23 in your view, correct?  
24 A. Yes.



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# Document Review

# Document Review



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**MB** Maureen - 02:35 PM

Save prompt

Review the documents in the matter library to identify those that are relevant to the drainage issue.

CoCounsel - 02:36 PM

Please provide the specific documents you want reviewed for the drainage issue. You can upload them here.

**MB** Maureen - 02:36 PM

Save prompt

## 85 files added

2023-04-21 BN Answer ...

2023.03.20 LaMerra Firs...

BN000352.pdf

BN000347.pdf

BN000346.pdf

BN000488\_Redacted.pdf

BN000484\_Redacted.pdf

BN000549.pdf

+ Show 77 more

# Document Review



## Document-by-Document Analysis: Relevance to the Drainage Issue

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### Document 1: BN000549.pdf

#### **Relevant.**

This correspondence raises concerns regarding the pond used to irrigate residents, needing to maintain access to prevent it from running dry, and references to a spillway, water management, and rip rap to protect soil washout in a catastrophic flood. There is discussion of engineering sign off for reversion of the lot and references to bridge and rip rap fields for soil washout. <sup>1</sup> These are directly tied to drainage, flooding prevention, and maintenance responsibilities.

---

### Document 2: BN000488\_Redacted.pdf

#### **Possibly Relevant.**

Mentions returning rocks to their original positions by a contractor under “engineer’s supervision,” which could relate to drainage and flood protection if this involves rip rap or protective boulders relating to drainage or erosion. <sup>2</sup> However, no explicit drainage system is mentioned.

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# Document Review



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Document 22: SROCHOA-000417.pdf

**Not Relevant.**

Cover letter for offer; no drainage issues.

Document 23: SROCHOA-000205.pdf

**Highly Relevant.**

Due diligence Q&A and BINSR negotiations cover the “spillway from the pond,” issues with the “berm,” and need to ensure “the spillway needs to work as designed.” Discusses bridge across spillway and need for the HOA to ensure spillway is functionally and safely accessible, and addresses liability for path/spillway drainage. **19**

Document 24: BN000347.pdf

**Possibly Relevant.**

Trail proposal includes relocating “existing river rock to support the

ask CoCounsel to perform any legal task...

fk Attach

Library



☰ 🔍 | ⏪ ⏩ | 1 of 3 | ⏪ ⏩ | — + Page Width ▾

**From:** Suzanne Horst <suzanne.horst@sevencanyons.com>  
**Sent:** Monday, February 14, 2022 10:19 PM  
**To:** Ren Judice <renjudice@gmail.com>; Marcell Steely <elliesmom710@yahoo.com>  
**Cc:** Steve Laver <steve.laver@longcanyonadvisors.com>  
**Subject:** 12 Lagos Ct - Due Diligence Questions & Réponses  
**Attach:** Ranch House Inventory updated 2.14.2022.docx; 2022-0004555-1.pdf; 2022-0006898-1.pdf; 2022-0006899-1.pdf; 220125 SSLH License Termination 2022-0004554-1.pdf

Δεαρ Ρεν ανδ Μαρχειλλ,

Φορ ψορ ρεπιεω, φολλοωινγ αρε ρεσπονσεσ το της ουσττανδινγ ΒΙΝΣΡ θεεστιονσ/ινφορματιον ρεθυσσεσ ψου προσιδεδ βελοω. Ωε συγγεστ ωε μακε της αν αδδενδυμ το ψορ χοντραχτ.

?• We need to confirm the contents of the two (2) bathrooms and the vestibule areas to either side of the entry. these items are: 2 wall mirrors, 2 papertowel holders, 2 trash recepticals, 2 toilet paper holders. These will be added to the furniture list that will be signed as part of the Bill of Sale for furnishings.

• We need to make sure that the Seller is going to be on the agreement for any work to be done (not just the HOA). please clarify on this?

• We need to get documentation for the Membership at 7 Canyons and Enchantment. Kiersten Cole, Membership Manager at Seven Canyons, will be sending you the application for completion.

• **There are two separate recorded licenses for the use of the Ranch House. These have to be addressed before closing. License to the HOA is irrevocable and I think will need the HOA to execute a release. (Recorded at 2017-0042205). Release and cancellation of the license needs to be recorded. License to SSLH (Recorded at 2017-0042206) needs to have a revocation recorded. \*\*\*Both of these items need to be done to close. See attached recorded documents**

• (On BINSR) The spillway from the pond needs to be addressed. The concrete Berm seems to be and issue. There are two things that we want to see: (1) the path needs to be made at least 30" wide there; and (2) the spillway needs to work as designed. I'm not sure the best way to address this but we need commitment that it gets addressed. The HOA faces liability for this spot of the path since it is too narrow to be safe and that's a condition that they would be maintaining on an area they are responsible for. Seller is having a bridge built across the spillway to provide adequate safety access across this area. The spillway does work as designed.

• (On BINSR) The dock on the Community Lake needs to be fixed. I can't tell if the dock has degraded or was just badly designed, but it is rickety and feels like it would collapse easily. The legs are made of only 2x4 lumber and I could not see any cross bracing. In any



# Document Review



Summary Table: Documents Relevant to the Drainage Issue

#	Document Title	Relevance to Drainage
1	BN000549.pdf	Yes: pond maintenance, water access/spillway, rip rap, bridge protection
2	BN000488_Redacted.pdf	Possible: boulder/rip rap restoration by engineer
4	BN000333.pdf	Possible: trail/bridge work (circumstantial)
5	BN001438.pdf	Yes: county permitting for grading/structures (drainage)
6	BN000346.pdf	Possible: wash crossing, relates to drainage
8	BN000503_Redacted.pdf	Yes: flooding, overflow, rip rap, bridge erosion, engineering
9	BN001018.pdf	Yes: flood/floodplain, spillway, boulders protecting bridge, overflow
10	BN000484_Redacted.pdf	Possible: E. coli from runoff; links runoff to drinking water source
11	2023-04-21 BN Answer and Counterclaim v LaMerra.pdf	Yes: major drainage issue/flooding, spillway overflow. non-disclosure





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# Jurisdiction Analysis

# Enforceability of Cognovit Guarantees



1. Library
2. Select AI Jurisdictional Survey
3. Select jurisdictions of interest
4. Insert question






 **AI Jurisdictional Surveys** 

**Does the state recognize and enforce cognovit guarantees?**

Generated by AI. Not legal or tax advice. A qualified professional must verify accuracy and legal compliance.

Federal (1)   **State (6)**

Filter by: Jurisdictions (6)

- Illinois 
- Indiana 
- Kentucky 
- Michigan 
- Ohio 

# Summary Chart Creation

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<b>Jurisdiction</b>	<b>Recognition and Enforcement of Cognovit Guarantees</b>
Federal	Not recognized or enforceable in consumer credit transactions, except in Louisiana.
Illinois	Not recognized or enforced under the cited regulation.
Indiana	Not recognized or enforceable; attempting to enforce is a criminal offense.
Kentucky	Not specifically addressed; general guarantees are recognized if statutory requirements are met.
Michigan	Not specifically addressed; general guarantees are recognized.
Ohio	Recognized and enforced with specific procedural requirements.



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thank you

