

Verification-First Lawyering

In the age of AI, you can no longer tell from the work product how much lawyering went into it. Clients, counterparties, and courts will assume it was AI-generated unless the lawyer can prove the method. This report shows how, step by step, for federal litigation and commercial contracts.



IN BRIEF

AI can now produce a brief or a contract that looks finished in a minute. That means the finished document no longer proves a lawyer did the work behind it. Clients, opposing counsel, and reviewing partners cannot tell from the page whether the citations were checked, the deadline was computed, or the signatory was confirmed. Unless the lawyer can show the method, the reasonable assumption is that there was none.

This report shows how to prove the method. It takes the steps a good lawyer already performs on a federal case or a commercial contract and splits each one in two: the part a machine can check before the next action (a citation exists, a date falls where the rule says, a signer is on the list) and the part only a lawyer can decide. The first part gets checked every time and proved with a receipt anyone can verify. The second part gets sent to a named lawyer, and the receipt shows it was. Nothing is automated that should not be. Nothing is left unproved that could be.

INTRO	Why verification-first	When output is free, only the method is worth paying for.	04
1	The partition	Every practice step has a part a control can decide and a part only a lawyer can.	07
	Part I · Federal civil litigation		09
2	Intake, conflicts, and the hold	The first two controls fire before there is a matter.	10
3	Deadlines	A missed deadline is the malpractice claim a control was built for.	13
4	Research and citations	Existence and quotation are decidable. Whether the case supports the point is not.	16
5	Briefs and the record	Every factual sentence carries a cite or a flag.	19
6	Discovery and privilege	Coverage is decidable. Reasonableness and privilege are not.	22
7	Production and the multi-tool matter	One matter, four systems, one proof.	25

Part II · Commercial contracts			28
8	Entity and authority	The wrong entity signs more contracts than anyone admits.	29
9	Drafting against the playbook	Defined terms and cross-references are where contracts are lost in court.	32
10	Review and approval thresholds	A term above the threshold routes. It does not clear.	35
11	Execution, notices, and renewals	The contract's own dates are the deadline chapter again.	38
12	Thin ice	Seven places where the decidable part is smaller than it looks.	41
13	The lawyer's role	Reallocation, not replacement.	42
APP	The control layer	Preflight, the receipt boundary, and five questions for any vendor.	44

READING PATHS

A litigator with an hour: Introduction, Chapter 1, then Chapters 3 and 4. Deadlines and citations carry most of the sanctions record and the least judgment residue.

In-house counsel deciding what to require of outside firms: Chapter 1, the craft tables in each phase, and Chapter 13. The craft tables are the claims firms make in pitches, restated as things a receipt can prove.

A transactional lawyer with an hour: Introduction, Chapter 1, then Chapters 8 and 11. Who can bind the counterparty, and the contract's own dates, are where deals are lost.

A legal engineer building the controls: Chapter 1, Chapter 12, and the Appendix, then the decidable column of every table as a specification. The builder's half is in the companion report, Legal Engineering: Verifiable Agent Controls.

When output is free, only the method is worth paying for.

Why clients, counterparties, and colleagues now need verification of how legal work was done, and what happens to a lawyer who cannot supply it.

For the whole history of the profession, the work product carried its own evidence. A brief with forty accurate citations was proof that someone had read forty cases. A clean contract was proof that someone had checked every defined term. A client did not need to inspect the method because the output could not exist without it. That link is now broken. A general-purpose model produces a brief with forty citations in a minute, and a contract with consistent defined terms in less. The output no longer signals the method, and a reader who cannot see the method has no way to tell a lawyer's work from a model's first draft.

The market has drawn the consequence faster than the profession has. Thomson Reuters found in 2026 that 78 percent of corporate clients consider AI-enabled quality improvements from their providers very important or essential, and that 3 to 6 percent say they receive them. The same survey found a third of clients reconsidering provider relationships within a year. ACC and Everlaw found that 59 percent of legal departments do not know whether their firms use AI on their matters at all.

Those two findings together describe the position every lawyer now occupies. The client wants the efficiency and cannot see whether it was delivered. The client cannot see the method either. And a client who cannot see the method will, sooner or later, adopt the only rational default: assume the work is AI output the department could have generated itself, and price it accordingly. Stephen Embry at Above the Law put the question in the client's words: whether to pay a firm for AI slop it could produce on its own. Gina Passarella, addressing law firms at Legal Geek in June 2026, put it in theirs: it is their work to lose.

The same default applies across the table and down the hall. Opposing counsel reading a brief now has reason to ask whether the citations were checked or generated. A partner reviewing an associate's contract has reason to ask whether the defined terms were checked or assumed. A carrier underwriting the firm has begun asking in writing. In every case the question is the same: not whether the output is good, which the reader can no longer judge from the output, but whether the method behind it ran.

EXHIBIT A

The signal collapsed: what a reader could infer from the output, before and after generative AI.

BEFORE

Output implied method

Forty accurate citations meant forty cases read. A consistent contract meant a checked draft. The reader inferred the work from the artifact and was usually right, because the artifact was expensive to fake.

AFTER

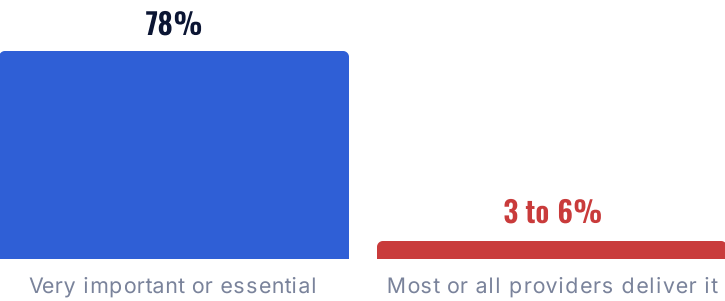
Output implies nothing

The same artifact costs a minute and may rest on no method at all. Absent evidence of method, the rational assumption is that none was applied and the work could have been generated in-house. The lawyer's value is invisible unless the method is.

Note: Conceptual. **Source:** ICME Labs analysis.

EXHIBIT B

Clients want AI-enabled quality from their providers. Almost none say they receive it.



Note: Corporate clients surveyed on AI-enabled quality improvements from their legal and professional providers. **Source:** Thomson Reuters, Future of Professionals 2026 (1,816 professionals, 62 countries); ACC and Everlaw, October 2025, for the 59 percent finding cited in the text.

The profession's first response has been disclosure and review: tell the client when AI was used, and have a human read the output before it leaves. ABA Formal Opinion 512 and the state bar opinions that followed it require both. They are necessary, and they do not answer the question. A disclosure says a tool was used; it says nothing about which checks ran on which actions. A human review is a sample, taken by a person the client cannot watch, of work an agent produced thousands of times faster than anyone can read. Neither gives the client, the counterparty, or the partner a way to distinguish a method from an assertion that there was one.

What answers the question is proof of method that does not depend on the lawyer's word. For each step the practice guide requires, evidence that the step ran on this document before the next action, produced by something other than the lawyer's own log, checkable by someone with no access to the firm's systems, and checkable without seeing the file.

That is what this report means by verification-first. It is not a claim that agents should do less, and it is not a claim that lawyers should review more. It is the opposite of both. It is the position that in a market where output is free, the lawyer's value is the method, that the method is now the thing that must be proved, and that the parts of the method which can be proved mechanically should be, so that the lawyer's time goes entirely to the parts that cannot.

The rest of the report is the working out of that position, step by step, for federal civil litigation and commercial contract work. Chapter 1 sets the partition each step is subjected to. Chapters 2 through 11 apply it. Chapter 12 says where it stops. Chapter 13 says what is left, which is the job.

The standard: five requirements for verifiable agent action.

Proof of method has a definition. The companion report *The State of Agent Verification 2026* (ICME Labs, July 2026) sets out five requirements a control must meet before its evidence counts, and grades the current approach families against them. This report applies that standard step by step. Exhibit C places each requirement at the practice step where it most often decides whether the step can be proved at all.

EXHIBIT C

The five requirements, each at the practice step where it bites hardest.

1	Pre-action	Deadline computation	A deadline check that runs after the filing window closed is a log. FRCP 6 computation, compared to the docket, has to fire before the filing is queued. Chapter 3.
2	Deterministic	Citation verification	The same citation, checked the same way, must return the same verdict every time. A check that clears a fabricated case on one run and flags it on the next proves nothing. Chapter 4.
3	Independently verifiable	Entity and authority	The counterparty and its counsel are the outside party. A firm's own log that the signatory was checked is the firm's word; a receipt is evidence. Chapter 8.
4	Portable	The multi-tool matter	One motion touches research, drafting, docketing, and filing systems. Proof locked inside any one of them dies there. Chapter 7.
5	Confidential	Privilege review	The step exists to keep the file from being seen. Verification that requires showing the file is verification that will not happen. Chapter 6.

Note: All five requirements apply at every step; the mapping shows where each is most often the reason a step cannot currently be proved. **Source:** ICME Labs, *The State of Agent Verification 2026*.

HOW TO READ THE CHAPTER TABLES

Every table in Chapters 2 through 11 shares the same three right-hand columns. The floor tables open with **Step and source**, the practice step and the rule, treatise, or checklist that imposes it, and **Failure mode**, what goes wrong when the step is skipped. The craft tables open instead with **The claim, as pitched** and **Taken on faith today**. **Decidable** is the part of the step a control can settle before the next action with a yes or a no: a hash matches, a date falls inside a window, a name is on a list. **Judgment** is the part that stays with a named lawyer, and the receipt for it proves only that it was routed there. **Bites** names the requirement from Exhibit C that most often blocks proof of that step today. Each phase carries two tables. The first is **the floor**: steps a rule imposes. The second is **the craft**: diligence the firm chooses and sells in pitches, which a receipt can now substantiate.

A lawyer who cannot show the method will be paid as if there was none.

1

CHAPTER 1

The partition

Every practice step has a part a control can decide and a part only a lawyer can.

A practice guide tells a lawyer what to do at each point in a matter: compute the deadline under Rule 6, check every citation, screen the production for privilege, confirm the signatory has authority. The guide does not say which parts of each step a machine could decide. It did not need to. Until agents began taking the actions, the lawyer did all of it.

Now an agent proposes the filing, assembles the signature package, and drafts the redline, and the question of which part of each step can be checked before the action runs, and which part still needs a lawyer, decides how much work the firm can safely hand over.

The answer is the same at every step. One part is decidable from a record at the moment of decision: a checker result bound to the document's content hash, a date comparison, a list membership, a coverage count, a field match against a system of record. That part can be enforced by a control that runs before the action, and proved afterward with a tamper-evident receipt an outside party verifies without seeing the file.

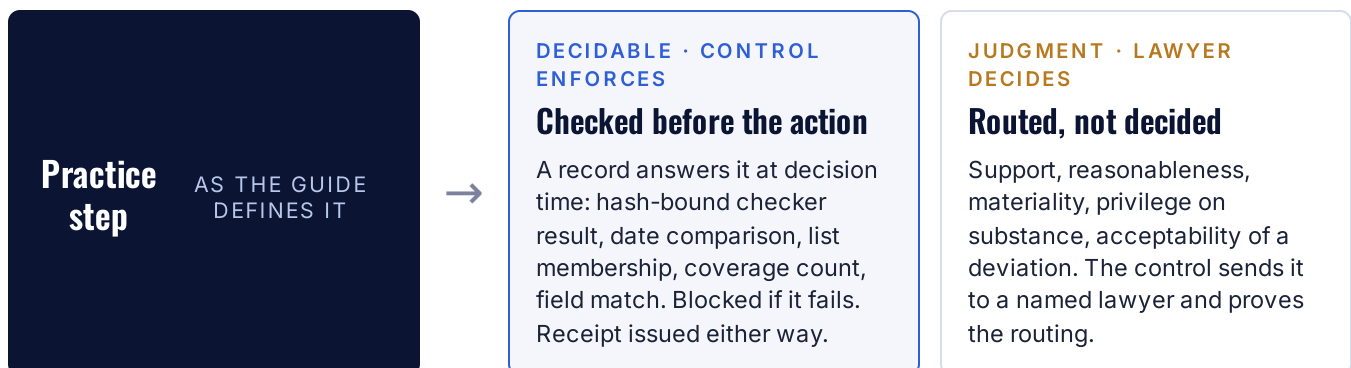
The other part is judgment: whether the case supports the proposition, whether the inquiry was reasonable, whether the deviation from the playbook is acceptable, whether the document is privileged. A control does not decide that part. It routes it to a named lawyer and records that it did.

That partition is the subject of this report. Each chapter takes a step from the litigation or contract workflow, names the authority or practice guide that defines it, cites the failure the profession has already recorded when the step was skipped, and draws the line. The five requirements for a control that can be proved, from The State of Agent Verification 2026, appear on each chapter as a strip; each chapter foregrounds the one that bites hardest at that step.

This report does not show how controls are written, tested, or deployed. That is the builder's half of the work, covered in Legal Engineering: Verifiable Agent Controls. This is the lawyer's half.

EXHIBIT 1

The partition: one practice step, two parts, two owners.



Note: Conceptual. Every chapter applies this split to a specific step. **Source:** ICME Labs analysis.

EXHIBIT 2

Where practitioners draw the line today: read the source yourself.

"More nefarious and less reported are the instances where AI mischaracterizes a real case. Ultimately, nothing substitutes for actually reading the cases you cite."

David S. Kemp, Ropes & Gray, ABA Journal, July 2026

"You go back and read the cases. You can't just say, 'Oh, AI gave me this' without verifying that the case actually exists."

Julie Bennett, Indiana Supreme Court Disciplinary Commission, ABA Journal, July 2026

"A lawyer still has to read the underlying provisions, apply judgment, and decide whether the answer is acceptable for the client's risk tolerance."

Philip Webb, M&A lawyer, Axiom, July 2026

"The junior associate must confirm that flagged provisions actually say what the tool indicates; the senior associate must confirm that no material drafting nuances were missed."

Weston M. Love, Katten, client advisory, August 2026

Note: Each quote draws the line at the same place this report does: existence and text are checkable, meaning is the lawyer's.
Source: As attributed.

The market has a coarse version of this split. Harvey's legal engineer curriculum, Norm Ai's platform, and the contract-review vendors all describe a first pass by the tool and a second pass by the lawyer. None of them partitions the practice step itself, and none ties the decidable part to a control that runs before the action and proves it did. That is the work of the next ten chapters.

EXHIBIT 3

The partition test: three questions that sort a step into its two parts.

1 - Fixed reference

Can the check be stated as a comparison against something already fixed: a docket date, a list, a hash, a threshold, a defined term? If yes, the part is decidable.

2 - Same answer twice

Would two competent people, given the same inputs, always reach the same result? If yes, a solver can reach it too, and reach it every time.

3 - Reading for meaning

Does answering require deciding what a passage means, whether it helps, or whether a risk is worth taking? If yes, the part is judgment, and it routes to a lawyer.

Note: A step passes into the decidable column only if it clears questions 1 and 2 and fails question 3. Most steps in this report split: one part clears, one part does not. **Source:** ICME Labs analysis.

PART I

Federal civil litigation

CHAPTERS 2 TO 7

Six phases, in the order a matter runs. Each chapter draws the same line twice: once through the floor, the steps the Federal Rules and the court impose, and once through the craft, the diligence the firm chose and now sells. The floor protects the fee. The craft justifies it, and it is the layer a client currently takes entirely on faith.

2

Intake

Conflicts and the hold

3

Deadlines

Rule 6 and the calendar

4

Research

Citations and treatment

5

Briefs

Facts and the record

6

Discovery

Certification and privilege

7

Production

And the multi-tool matter

The floor

Rule 11, Rule 26(g), Rule 6, Rule 37(e), the standing orders. Owed to every court by every lawyer. The sanctions record is a record of floor steps that never ran.

The craft

The second source, the second model, the judge-specific memo, the adverse-authority sweep, the second reader. Nobody is sanctioned for skipping these. They are what the client is paying a premium for, and today they are invisible.

The judgment

Support, reasonableness, proportionality, privilege on substance, the argument itself. Never decided by a control. Routed to a named lawyer, with the routing on the record.

WHERE TO START

The three litigation controls with the highest failure cost and the least judgment residue.

The citation checkpoint (Ch. 4)

The sanctions record is the demand letter. Existence, quotation, and treatment at the brief's hash, before filing.

The deadline compute (Ch. 3)

The leading malpractice cause, and the most mechanical step in litigation. Rule 6 against the docket, before queuing.

The release-set screen (Ch. 6)

Every document screened, zero flagged in the set. The step ltrh says cannot be a spot check.

2

PART I · CHAPTER 2 · PRE-ACTION

Intake, conflicts, and the hold

The first two controls fire before there is a matter.

● 1 PRE-ACTION

● 2 DETERMINISTIC

● 3 INDEPENDENT

● 4 PORTABLE

● 5 CONFIDENTIAL

The Rutter Group's pre-filing sequence and the Practical Law intake checklist begin in the same place: run conflicts against every party and affiliate, then decide whether a litigation hold is triggered. Both steps happen before a lawyer has done any legal work, which makes them the cleanest examples of the partition. A conflicts hit is a list membership. A hold issued to a named custodian before a date is a coverage count.

What neither step can decide from a record is the part that makes lawyers nervous: whether a business or positional conflict should cause the firm to decline despite no technical hit, and when litigation became reasonably anticipated, which is the trigger under Rule 37(e) and the question that decides spoliation motions.

The failure mode on the hold side is well recorded. Rule 37(e)(2) reserves the adverse-inference instruction for intent to deprive, but Rule 37(e)(1) sanctions for prejudice attach on a finding that reasonable steps were not taken, and the first reasonable step is the hold notice. A control cannot decide when litigation was anticipated. It can prove that once a lawyer decided it was, the notice went to every custodian on the list before any collection began, and that the acknowledgments came back.

The property in the foreground is pre-action. A conflicts check that runs after the engagement letter is signed, or a hold that issues after the first custodian's laptop was wiped, is a record of the failure rather than a control on it.

1

When was litigation reasonably anticipated?

Judgment. A lawyer decides, and the date is recorded.

2

Did the hold issue before anything was lost?

A record: notice date, custodian list, acknowledgments.

3

Were reasonable steps taken?

Mixed. The record carries the steps; reasonableness is argued.

Note: The order every spoliation motion follows. The control answers the second question before it is asked. **Source:** FRCP 37(e); ICME Labs analysis.

EXHIBIT 4

THE FLOOR Intake and preservation, partitioned.

STEP AND SOURCE	FAILURE MODE	DECIDABLE: A CONTROL ENFORCES	JUDGMENT: ROUTED TO THE LAWYER	BITES
Conflicts check Model Rules 1.7, 1.9; Rutter Group; Practical Law intake checklist	Undetected conflict; disqualification motion; representation adverse to a current client	Every party and affiliate on the intake form tested against the conflicts system; no unresolved hit, or a documented waiver on file, before the matter opens	Whether a positional or business conflict warrants declining despite no hit; whether a waiver is informed	PRE-ACTION
Litigation hold FRCP 37(e); Sedona Conference Principles	Spoliation; loss of ESI after the trigger; Rule 37(e) sanctions for failure to take reasonable steps	Hold notice issued to every custodian on the identified list before any collection or deletion event; acknowledgment count equals custodian count	When litigation was reasonably anticipated; who belongs on the custodian list; scope of the hold	PRE-ACTION
Engagement terms Model Rule 1.5; Op. 512 on fees	Fee dispute; AI-use terms absent from the engagement letter	Engagement letter on file with the fee basis and any required AI-use disclosure before work is billed	Whether the fee is reasonable; what the client needs to know about tool use	INDEPENDENT

Note: "Decidable" means the condition can be decided from a record at decision time: a checker result bound to the document's content hash, a date comparison, a list membership, a coverage count, or a field match against a system of record. Everything else routes to a named lawyer. **Source:** Authorities cited; ICME Labs analysis.

EXHIBIT 5

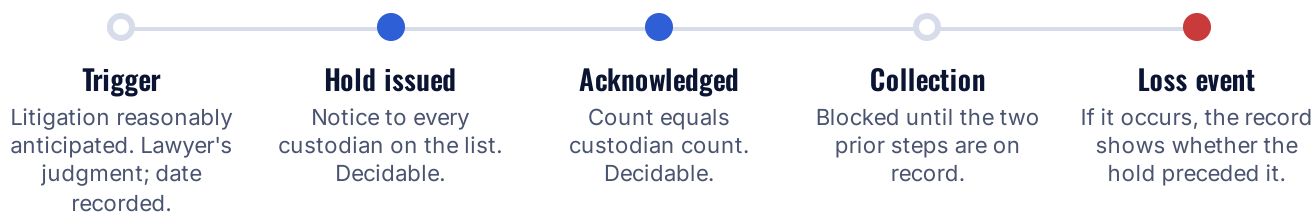
THE CRAFT Diligence firms claim at intake and preservation, made provable.

THE CLAIM, AS PITCHED	TAKEN ON FAITH TODAY	DECIDABLE: A CONTROL ENFORCES	JUDGMENT: ROUTED TO THE LAWYER	BITES
"We re-run conflicts every time a party is added" Lateral-hire and new-party practice	A conflict surfaces mid-matter that an early check could not have caught	Conflicts re-run on every party or lateral event, each run logged against the then-current list	Whether a late hit requires withdrawal or a wall	INDEPENDENT
"We interview key custodians, not just notice them" E-discovery practice literature	Hold notices acknowledged and ignored; sources missed	Interview record exists for each key custodian, dated after the hold and before collection	Who counts as key; what the interviews change	INDEPENDENT
"We map data sources beyond email" Sedona commentary; vendor practice	Chat, mobile, and shared-drive data surface late, after productions	A source inventory exists for the matter, versioned, covering the systems on the firm's checklist	Whether the inventory is complete for this client	PORTABLE

Note: The craft layer is firm-chosen, not rule-imposed. The claim is never that a firm must do these; it is that a firm which says it does can now prove it, per matter, to the client paying for it. **Source:** Practitioner literature; firm pitch language; ICME Labs analysis.

WHERE THE CONTROL FIRES

The hold control does not decide when litigation was reasonably anticipated. A lawyer does, and records the date. From that moment the control is simple: **no collection, deletion, or system change on a custodian's data until the notice has issued and the acknowledgment is back.** Every spoliation motion asks the same three questions in order, and the first two are answered from a record.



Note: Conceptual timeline. **Source:** FRCP 37(e); ICME Labs analysis.

3

Deadlines

A missed deadline is the malpractice claim a control was built for.

● 1 PRE-ACTION

● 2 DETERMINISTIC

● 3 INDEPENDENT

● 4 PORTABLE

● 5 CONFIDENTIAL

Rule 6 tells a lawyer how to count: exclude the trigger day, count every day, roll a deadline that lands on a weekend or holiday to the next court day, add three days for certain service methods. Local rules and the scheduling order add their own intervals. The Rutter Group treats calendaring as the single most mechanical task in litigation, and the ABA's periodic profile of malpractice claims has for decades listed missed deadlines and calendaring errors among the leading causes of paid claims.

That combination, fully mechanical and frequently fatal, is what a pre-action control exists for. The trigger date, the governing interval, the holiday calendar, and the docket entry are all records. The computed date compared to the docket is decidable. A filing queued after that date is blocked before it is queued, not flagged after.

What the control does not decide is the argument. Whether a discovery rule delays accrual, whether a tolling agreement applies, whether the triggering event was the one the agent assumed: these are judgment, and a control that guessed at them would be a liability. The right design routes any deadline the agent cannot compute from a record, and any computed deadline within a lawyer-set margin, to the responsible attorney with the computation shown.

Commercial contracts have the same chapter under a different name. Renewal notices, termination windows, and cure periods are deadlines the contract itself sets, and Chapter 11 returns to them.

The date is a record. The argument about the date is the lawyer's.

A WORKED COMPUTATION

An order is entered Tuesday, September 1, 2026. The rule gives 21 days to respond. Counting every day from September 2, the period ends Tuesday, September 22. Had it ended on a Saturday, Rule 6(a)(1)(C) would roll it to Monday. Service by mail adds three days under Rule 6(d). **Every input is a record: the docket entry, the rule, the court calendar, the service method.** The control computes and compares. If the agent queues the response for September 23, the queue is blocked and the lawyer sees the computation.

EXHIBIT 6

THE FLOOR Deadline computation, partitioned.

STEP AND SOURCE	FAILURE MODE	DECIDABLE: A CONTROL ENFORCES	JUDGMENT: ROUTED TO THE LAWYER	BITES
Compute the due date FRCP 6(a); local rules; scheduling order	Filing after the window; default; malpractice claim	Trigger date plus the governing interval, weekends and holidays applied per Rule 6, compared against the docket entry, before the filing is queued	Which event triggers the period when the record is ambiguous; whether a tolling or discovery-rule argument applies	PRE-ACTION
Extension and service adjustments FRCP 6(b), 6(d)	Reliance on an extension never granted; miscounted service days	Extension order on the docket before the extended date is used; service method recorded and the correct adjustment applied	Whether to seek an extension; whether good cause exists	PRE-ACTION
Margin and escalation Firm calendaring practice	Deadline met with no time for review; last-day filing errors	Any deadline inside the firm's margin (for example, three business days) routes to the responsible lawyer with the computation shown	Whether to file early, seek relief, or reallocate the team	PRE-ACTION

Note: Decidable and judgment as defined in Chapter 1; a step routes when its judgment part is reached. **Source:** Authorities cited; ICME Labs analysis.

EXHIBIT 7

THE CRAFT Diligence firms claim on deadlines, made provable.

THE CLAIM, AS PITCHED	TAKEN ON FAITH TODAY	DECIDABLE: A CONTROL ENFORCES	JUDGMENT: ROUTED TO THE LAWYER	BITES
"Every deadline is calendared by two people" Firm calendaring practice	The second check is skipped under load, which is when it matters	Two distinct sign-offs recorded on each computed date before it is relied on	Whether the computation's inputs were right	INDEPENDENT
"We calendar the internal milestones, not just the court dates" Matter-management practice	Draft-due dates slip silently until the court date is at risk	Interim dates exist on the calendar for each filing, at the firm's standard offsets	Whether the offsets fit this matter	PRE- ACTION
"We check this judge's standing orders on every filing" Local practice	A chambers rule on courtesy copies or format is learned on rejection	Standing-order review logged for the assigned judge before the first filing and on reassignment	What the orders mean for strategy	DETERMINISTIC

Note: Craft rows are firm-chosen, not rule-imposed; a firm that claims the practice can now prove it. **Source:** Practitioner literature; firm pitch language; ICME Labs analysis.

6(a)

Computation

Exclude the trigger day, count every day, roll weekends and holidays forward.

6(d)

Service

Three added days for mail and certain other methods; recorded method decides.

3 days

Margin

Anything inside the firm's margin routes to the responsible lawyer before it is filed on the last day.

4

Research and citations

Existence and quotation are decidable. Whether the case supports the point is not.

1 PRE-ACTION

2 DETERMINISTIC

3 INDEPENDENT

4 PORTABLE

5 CONFIDENTIAL

Garner's rule is the profession's rule: read the full case, confirm the quotation against the reporter, run the citator for negative treatment, confirm the jurisdiction and precedential status. Every litigation practice guide restates it, and since 2023 the courts have too. Judge Starr's standing order in the Northern District of Texas requires a certification that any AI-drafted language was checked against print reporters or traditional databases by a human being. Judge Baylson's order in the Eastern District of Pennsylvania requires certification that each and every citation to the law or the record has been verified as accurate.

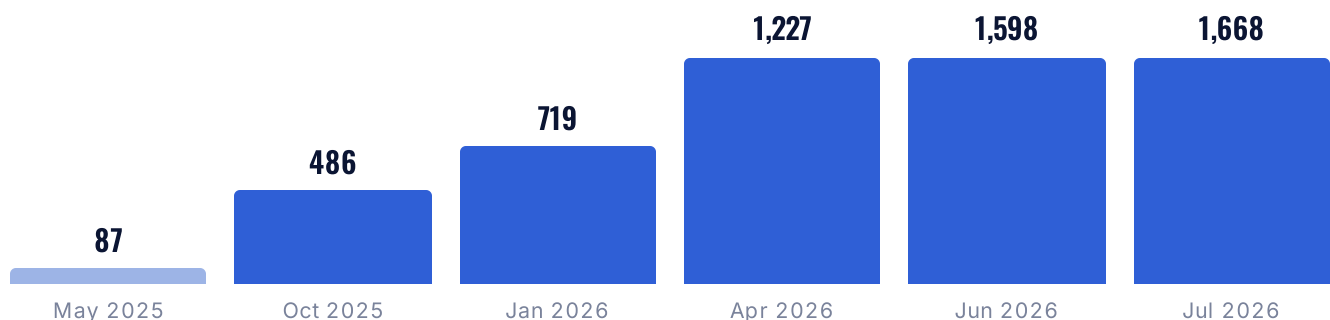
The sanctions record shows what happens when the step is skipped. It began with *Mata v. Avianca* in 2023, a \$5,000 sanction for fabricated citations, and escalated through 2026: a combined award of roughly \$110,000 in a District of Oregon matter, \$15,000 per attorney at the Sixth Circuit. The Charlotin database counted 1,668 decisions worldwide by July 2026.

Almost none of those decisions describe a citation check that ran and failed. They describe a check that never ran. That is the decidable part: a citation exists, the quotation matches the source, the citator returns no negative-treatment flag, and all three results are bound to the document at its current content hash with a timestamp after the last edit, so the check cannot be satisfied by running it on an earlier draft.

The judgment part is the one David Kemp named: whether a real case supports the proposition it is cited for. A yellow flag from the citator is the same. A control can prove the flag was raised; whether the case is still usable for this point is the lawyer's. This is the largest overclaim risk in the book, and the property in the foreground is determinism, because a citation check that could return different verdicts on different days would be no better than the model that invented the case.

EXHIBIT 8

Court decisions finding reliance on AI-fabricated material grew nearly 20x in fourteen months.



Note: Cumulative court decisions worldwide; counts are snapshots and any figure is a floor. **Source:** Damien Charlotin, AI Hallucination Cases database; ICME Labs analysis.

EXHIBIT 9

THE FLOOR Research and citation verification, partitioned.

STEP AND SOURCE	FAILURE MODE	DECIDABLE: A CONTROL ENFORCES	JUDGMENT: ROUTED TO THE LAWYER	BITES
Retrieve the full authority Model Rule 1.1; Garner, The Winning Brief	Reliance on a headnote or a summary; the case says something else	Full text of every cited authority retrieved from a named source and on file at its content hash before the draft advances	Whether the authority supports the proposition; whether it is the best authority	DETERMINISTIC
Existence and quotation FRCP 11(b)(2); Rule 3.3; Op. 512; Starr and Baylson orders	Fabricated case; invented quotation. Mata v. Avianca (2023); the 2026 escalation	Citation resolves in a named database; quoted text matches the source verbatim; results bound to the brief at its current hash, timestamp after last edit	None on existence. On quotation, whether an altered quote is fairly signaled	DETERMINISTIC
Subsequent history and treatment Citator practice (KeyCite, Shepard's); Rule 3.3	Citing overruled or reversed authority; failing to disclose adverse authority	Citator returns no red flag for any cited case; any yellow flag is listed and routed	Whether a distinguished or questioned case remains usable; whether adverse authority must be disclosed	DETERMINISTIC
Jurisdiction and precedential status Bluebook; local rules on unpublished opinions	Citing an unpublished or out-of-circuit case as binding	Court and status fields match the citation and the local rule on citable authority	Persuasive weight; whether to cite at all	DETERMINISTIC
AI-use certification Starr and Baylson orders; N.D. Tex. LR 7.2(f); Tex. Op. 705	Filing without a required certification; certification without verification	Human verification record exists for AI-generated content, and the certification is attached , before submission	The verification itself	PRE-ACTION

Note: Decidable and judgment as defined in Chapter 1; a step routes when its judgment part is reached. **Source:** Authorities cited; ICME Labs analysis.

EXHIBIT 10

THE CRAFT Diligence firms claim on research, made provable.

THE CLAIM, AS PITCHED	TAKEN ON FAITH TODAY	DECIDABLE: A CONTROL ENFORCES	JUDGMENT: ROUTED TO THE LAWYER	BITES
"Every proposition is verified in two independent sources" Research training; library practice	The second source is asserted, not shown	A second-source record exists for each load- bearing proposition, from a different named database	Whether the sources actually agree	INDEPENDENT
"We run a second model and reconcile the differences" Emerging firm AI practice	The cross-check is a pitch line with no artifact behind it	A reconciliation record exists: two model outputs, the diff, and the resolution, at the draft's hash	Which answer is right where they differ	INDEPENDENT
"We research this judge's rulings on this motion" Litigation-analytics practice	The judge-specific memo exists for the pitch, not the matter	A coverage record exists: the judge's prior rulings on this motion type were retrieved and reviewed	What the pattern means for the argument	INDEPENDENT
"We read the authority the other side will rely on" Kohane, ABA Journal (2026)	Adverse authority is met for the first time in the reply brief	An adverse-authority sweep is logged: opposing citations retrieved and read before the response is drafted	How to distinguish or concede	INDEPENDENT

Note: Craft rows are firm-chosen, not rule-imposed; a firm that claims the practice can now prove it. **Source:** Practitioner literature; firm pitch language; ICME Labs analysis.

\$5,000

Mata v. Avianca, 2023

The first sanction for fabricated citations, S.D.N.Y. The court faulted the failure to check, not the tool.

\$15,000

Per attorney, Sixth Circuit, 2026

Plus opposing fees and double costs, on appeal, for fabricated authority in the briefs.

\$110K

District of Oregon, 2026

Combined sanctions and fees for fifteen fabricated citations and eight invented quotations across three briefs.

Note: Illustrative of the escalation; confirm each order from the docket before citation. **Source:** ABA Journal; Damien Charlotin, AI Hallucination Cases database.

5

Briefs and the record

Every factual sentence carries a cite or a flag.

● 1 PRE-ACTION

● 2 DETERMINISTIC

● 3 INDEPENDENT

● 4 PORTABLE

● 5 CONFIDENTIAL

Rule 11(b)(3) is the partition written into the rule. A factual contention must have evidentiary support, or, if specifically so identified, be likely to have it after a reasonable opportunity for further investigation. The rule distinguishes the sentence that is supported from the sentence that is flagged, and it makes the lawyer's signature the certification of which is which.

A control can hold a draft to that structure. Every factual sentence either carries a record cite or carries the flag. Every record cite resolves to a page of the filed record, at the pin cite given. Every quotation from the record matches the page. Those are field matches, and the Baylson order already requires their certification.

What the control cannot decide is whether the cited page establishes the fact, whether the fact is material, and whether the argument the facts support is the one to make. Summary judgment statements under Rule 56 are the same partition at higher stakes: each asserted material fact cites a record location that exists, which is decidable; whether a genuine dispute exists is the motion.

The property in the foreground is again determinism. A record cite that resolves on one run and fails on the next is not a control, and a brief is the document on which a court is most likely to test the firm's word.

FRCP 11(B)(3), THE PARTITION WRITTEN INTO THE RULE

"[T]he factual contentions **have evidentiary support** or, **if specifically so identified**, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery."

Note: The rule itself distinguishes the supported sentence from the flagged one. The control holds the draft to that structure; the signature holds the lawyer to it. **Source:** Fed. R. Civ. P. 11(b)(3).

EXHIBIT 11

THE FLOOR Brief drafting and the record, partitioned.

STEP AND SOURCE	FAILURE MODE	DECIDABLE: A CONTROL ENFORCES	JUDGMENT: ROUTED TO THE LAWYER	BITES
Factual support FRCP 11(b)(3)	Unsupported allegation; sanctions; loss of credibility with the court	Every factual sentence carries a record cite or an explicit "on information and belief" flag before the draft advances	Whether the evidence is sufficient; whether to plead on information and belief	DETERMINISTIC
Record cites Baylson order; local rules on record citation	Cite to a page that does not exist or does not say it; court finds the misstatement	Every pin cite resolves to a page of the filed record; quoted record text matches the page	Whether the page establishes the fact; materiality	DETERMINISTIC
Summary judgment facts FRCP 56(c); local rules on statements of fact	Statement of fact without a record location; motion denied on procedure	Each asserted material fact cites a record location that exists, in the form the local rule requires	Whether a genuine dispute exists; which facts are material	DETERMINISTIC
Format and local rules Local rules; standing orders	Rejected filing; page-limit violation; missing certificate	Page count, font, certificate of service, and required certifications match the local rule before submission	None	PRE-ACTION
Supervising sign-off Model Rules 5.1, 5.3; Op. 512	Filing without review by the responsible lawyer	Named lawyer's sign-off bound to the final content hash before submission	The review itself	INDEPENDENT

Note: Decidable and judgment as defined in Chapter 1; a step routes when its judgment part is reached. **Source:** Authorities cited; ICME Labs analysis.

EXHIBIT 12

THE CRAFT Diligence firms claim on briefs, made provable.

THE CLAIM, AS PITCHED	TAKEN ON FAITH TODAY	DECIDABLE: A CONTROL ENFORCES	JUDGMENT: ROUTED TO THE LAWYER	BITES
"A second lawyer reads every brief before it files" Firm review practice	The second read is a signature on the way out the door	A second reader's sign-off , distinct from the drafter and the supervisor, at the final hash	What the second reader is looking for	INDEPENDENT
"Every quotation is audited, not just the citations" Chambers and clerk practice	Quotes drift in editing after the cite check ran	A quotation audit passed at the final content hash, covering case and record quotes	Whether an altered quote is fairly signaled	DETERMINISTIC
"We check the brief against the judge's prior rulings" Litigation-analytics practice	The brief argues a position this judge has already rejected	A comparison record exists against the judge's rulings on the same motion type	Whether to argue it anyway	INDEPENDENT

Note: Craft rows are firm-chosen, not rule-imposed; a firm that claims the practice can now prove it. **Source:** Practitioner literature; firm pitch language; ICME Labs analysis.

CITE OR FLAG: THREE SENTENCES FROM A DRAFT, AS THE CONTROL SEES THEM

The control reads the draft as sentences. Each factual sentence is either tagged to a record location that resolves, flagged as made on information and belief, or neither. The third state blocks the draft.

"Defendant received the notice on March 3, 2026." Tagged: Ex. 14 at 2.

CITE RESOLVES

"Defendant's officers were aware of the defect before the sale." Flagged: on information and belief; discovery pending.

FLAGGED • CLEARS

"Defendant concealed the defect from regulators." No tag, no flag.

BLOCKED • ROUTED

Note: Illustrative. The control decides presence of a cite or flag and resolution of the cite; it does not decide whether the evidence is sufficient. **Source:** FRCP 11(b)(3); ICME Labs analysis.

6

Discovery and privilege

Coverage is decidable. Reasonableness and privilege are not.

● 1 PRE-ACTION

● 2 DETERMINISTIC

● 3 INDEPENDENT

● 4 PORTABLE

● 5 CONFIDENTIAL

Rule 26(g) makes every discovery response a certification, signed after a reasonable inquiry, that the response is complete and correct and the objections are not interposed for an improper purpose. In *Optronic Technologies v. Ningbo Sunny*, the Northern District of California sanctioned counsel who could not explain how their client had searched for documents. The court did not say the search was wrong; it said no one could show what it had been.

That is the decidable part: which sources were searched, with what terms, by whom, and whether the certification block was present before service. The judgment part is the word in the rule. Whether the inquiry was reasonable, and whether an objection on proportionality is warranted, is a balancing the rule assigns to the lawyer and the court.

Privilege review is the same partition with the stakes reversed. In *Irth Solutions v. Windstream*, a production in which more than ten percent of the documents were privileged, reviewed by spot check, lost the protection of a clawback agreement under Rule 502(b). A control can prove that every document in the set was screened and that no document flagged privileged remains in the release set. It cannot decide whether a specific communication is privileged; a classifier that decided that would be the spot check the court rejected.

The property in the foreground is confidentiality. The privilege screen exists to keep the file from being seen. A verification method that required showing the file to prove the screen ran would defeat the step it was verifying. The receipt must prove the screen fired without carrying the screened documents, and this is the step where that property is not optional.

Complete and correct

as of the time made, after a reasonable inquiry

Proper purpose

not to harass, delay, or drive up cost

Proportional

neither unreasonable nor unduly burdensome

Note: What one signature certifies under Rule 26(g). The record can prove what was searched; the three bold phrases remain the lawyer's. **Source:** Fed. R. Civ. P. 26(g)(1); ICME Labs analysis.

EXHIBIT 13

THE FLOOR Discovery certification and privilege review, partitioned.

STEP AND SOURCE	FAILURE MODE	DECIDABLE: A CONTROL ENFORCES	JUDGMENT: ROUTED TO THE LAWYER	BITES
Reasonable inquiry FRCP 26(g)(1); Sedona Principles	Certification without a documented search. Optronic v. Ningbo Sunny (N.D. Cal. 2020)	Every identified source searched with recorded terms and custodians; certification block present before service	Whether the inquiry was reasonable; whether sources were correctly identified	PRE-ACTION
Proportionality objections FRCP 26(b)(1)	Boilerplate objections; waiver	Each objection tied to a request and a stated ground before service	Whether the request is proportional to the needs of the case	PRE-ACTION
Privilege screen FRCP 26(b)(5); FRE 502(b); Model Rule 1.6	Inadvertent production; waiver. Irth v. Windstream	Every responsive document screened; zero documents flagged privileged remain in the release set	Whether a specific document is privileged; whether to assert work product	CONFIDENTIAL
Privilege log FRCP 26(b)(5)(A)	Deficient log; privilege lost for failure to describe	A log entry exists for every withheld document with the required fields populated	Adequacy of the description; categorical versus document-by-document logging	CONFIDENTIAL
Confidential data and tools Op. 512; state bar opinions	Client data sent to an unapproved tool	No tool call carrying client data targets a tool outside the approved list	Which tools belong on the list	CONFIDENTIAL

Note: Decidable and judgment as defined in Chapter 1; a step routes when its judgment part is reached. **Source:** Authorities cited; ICME Labs analysis.

EXHIBIT 14

THE CRAFT Diligence firms claim in discovery, made provable.

THE CLAIM, AS PITCHED	TAKEN ON FAITH TODAY	DECIDABLE: A CONTROL ENFORCES	JUDGMENT: ROUTED TO THE LAWYER	BITES
"Search terms are validated on a sample before we certify" Sedona commentary; TAR practice	Terms are negotiated once and never tested against documents	A validation record exists: sample size, hit rates, and the revisions made, before the 26(g) signature	Whether the terms are good enough	INDEPENDENT
"Close privilege calls get a second pass" Privilege-review practice	The close calls are precisely where the single pass fails	A second-pass record exists for every document flagged borderline in the first pass	The privilege calls themselves	CONFIDENTIAL
"We audit the review vendor's work" Managed-review practice	Vendor QC is a dashboard the firm never opens	A firm-side audit is logged: sample re-reviewed, error rate recorded, before production	What error rate is acceptable	INDEPENDENT

Note: Craft rows are firm-chosen, not rule-imposed; a firm that claims the practice can now prove it. **Source:** Practitioner literature; firm pitch language; ICME Labs analysis.

>10%

Of the production was privileged

In *Irth v. Windstream*, the volume of privileged material in the release set was the court's first fact.

Spot check

The review method

The court held a sampling review was not the reasonable step Rule 502(b) requires to preserve the clawback.

0

Flagged documents in the release set

The decidable standard: every document screened, none flagged remaining. The screen runs on all of them, not a sample.

THE CONFIDENTIALITY PROPERTY, STATED FOR THIS STEP

A client, a court, or a carrier can confirm that the privilege screen ran on every document and that nothing flagged was released, **without being shown a single screened document or the screen's criteria**. Any verification method that required the file would defeat the step it was verifying.

7

Production and the multi-tool matter

One matter, four systems, one proof.

● 1 PRE-ACTION

● 2 DETERMINISTIC

● 3 INDEPENDENT

● 4 PORTABLE

● 5 CONFIDENTIAL

Production is mostly counting. The Sedona Principles and Rule 34 fix what a production must be: the agreed form, continuous Bates ranges, load files that match, a volume that reconciles to the responsive set after privilege withholdings. Each of those is a field match or a count. A production that leaves the firm short, in the wrong form, or with a missing Bates range is a Rule 26(g) problem, and in *Branhaven v. Beeftek* the court sanctioned counsel for a last-minute production that was inadequate in precisely those mechanical ways.

The judgment part is relevance on the borderline document and the decision to produce or withhold on a close call. A control does not make it. It proves that every document in the release set passed the screens the lawyer set, and that the volume, form, and ranges reconcile.

The property this chapter foregrounds is portability, and it is broader than production. A single motion touches the research database, the drafting environment, the docketing calendar, and the filing system. Each has its own log. If the proof that the citation check ran lives in the research tool, the proof that the deadline was computed lives in the calendar, and the proof that the filing was reviewed lives in the document platform, the partner has four records in four formats and the client has none of them.

The lawyer's requirement is one proof for the unit of work that leaves every system that produced it. The engineering that achieves it, one checkpoint at the orchestration layer, is the builder's problem. The lawyer's problem is to insist on the outcome: a carrier, a client, or a court verifies the motion's controls with no login to any of the four tools.

Responsive set

documents hitting the agreed criteria

—

Withheld

privileged, logged under 26(b)(5)

=

Produced

continuous Bates ranges, agreed form

Note: The reconciliation a control checks before the production leaves. A mismatch among the three numbers is a Rule 26(g) question waiting to be asked. **Source:** FRCP 34; Sedona Principles; ICME Labs analysis.

EXHIBIT 15

THE FLOOR Production and the unit of work, partitioned.

STEP AND SOURCE	FAILURE MODE	DECIDABLE: A CONTROL ENFORCES	JUDGMENT: ROUTED TO THE LAWYER	BITES
Form and reconciliation FRCP 34(b)(2)(E); Sedona Principles	Wrong form; Bates gaps; volume short of the responsive set. Branhaven v. Beeftek	Form matches the agreement ; Bates ranges continuous; volume reconciles to responsive minus withheld	Relevance on borderline documents; whether to produce or withhold on a close call	PORTABLE
Timing FRCP 34(b)(2)(B); scheduling order	Late production; sanctions	Production dispatched on or before the computed date (Chapter 3)	Whether to seek an extension	PRE-ACTION
Unit of work Firm practice; Model Rule 5.3	Four systems, four logs, no single account of the motion	Every tool call on the motion decided before dispatch; one receipt for the unit of work, verifiable outside all four tools	Which tools the agent may use on the matter	PORTABLE
Clawback and correction FRE 502(b), 502(d)	Inadvertent production discovered late; no prompt request for return	Clawback request issued within the period the order or rule sets, bound to the identified documents	Whether the production was inadvertent; what to claw back	PRE-ACTION

Note: Decidable and judgment as defined in Chapter 1; a step routes when its judgment part is reached. **Source:** Authorities cited; ICME Labs analysis.

EXHIBIT 16

THE CRAFT Diligence firms claim on productions, made provable.

THE CLAIM, AS PITCHED	TAKEN ON FAITH TODAY	DECIDABLE: A CONTROL ENFORCES	JUDGMENT: ROUTED TO THE LAWYER	BITES
"We re-review a sample of every production before it goes" Production QC practice	The last-mile check is skipped on the last-minute production	A pre-production sample re-review is logged , with its error count, before dispatch	Whether the error rate warrants a full re-review	INDEPENDENT
"Load files are validated against the ESI protocol" E-discovery practice	Fielding and format errors surface in opposing counsel's email	A validation pass exists against the protocol's spec at the production's hash	None	DETERMINISTIC
"Metadata integrity is checked end to end" Forensic practice	Dates and custodian fields shift in processing, unnoticed	An integrity check is logged : field-level comparison between collection and production	What a discrepancy means	PORTABLE

Note: Craft rows are firm-chosen, not rule-imposed; a firm that claims the practice can now prove it. **Source:** Practitioner literature; firm pitch language; ICME Labs analysis.



Note: Tool categories are generic. The lawyer's requirement is the outcome on the right; the topology in the middle is the builder's problem. **Source:** ICME Labs analysis.

Commercial contracts

CHAPTERS 8 TO 11

Four phases, from the counterparty's name to the renewal window. The floor here is thinner than in litigation; no judge polices a redline. That makes the craft layer proportionally larger, and it makes the counterparty, not a court, the outside party who will test the proof. A firm that can hand the other side a verifiable signature package, and hand its client a verifiable review record, is selling something the market cannot currently buy.

8

Entity

Names, signers, authority

9

Drafting

Playbook, terms, schedules

10

Review

Thresholds and benchmarks

11

Execution

Signing, notices, renewals

The floor

The conflicts rules, the confidentiality duty, and the contract's own terms: the notice provision, the renewal window, the conditions to effectiveness. Thompson Street shows a missed date becoming a forfeiture question.

The craft

The precedent comparison, the refreshed benchmark, the counterparty history, the same-day standing check, the wire call-back. The Delaware cases in chapter 9 were craft failures, not judgment failures.

The judgment

The trade, the deviation, the definition's scope, commercial reasonableness. The matrix decides the route; the person at each stop decides the deal.

WHERE TO START

The three contract controls with the highest failure cost and the least judgment residue.

The wire call-back (Ch. 11)

The fraud every carrier warns about, and a control with no judgment residue at all. Record the call before funds move.

Terms and cross-references (Ch. 9)

ASB and Aldrich were mechanical failures. Zero undefined terms, zero broken references, on every save.

The signature package (Ch. 8)

Entity, signer, authority: three field matches the counterparty itself can verify.

8

Entity and authority

The wrong entity signs more contracts than anyone admits.

1 PRE-ACTION

2 DETERMINISTIC

3 INDEPENDENT

4 PORTABLE

5 CONFIDENTIAL

The contract half of this report starts where a deal lawyer starts: who is the counterparty, and who can bind it. Kenneth Adams's advice on the authority representation is blunt. A recital that the signatory has authority is a representation, not proof; insist on the board consent or the equivalent. The same applies to the entity. A contract with "Aldergate Holdings" when the counterparty on the matter record is "Aldergate Holdings, Inc." is a dispute waiting for a bad quarter.

These are field matches. The legal name on the signature block against the formation record. Good standing from the Secretary of State. The authority document on file. The signatory on the client's authorized-signatory list, at the pinned version of that list. All decidable, all before the signature package leaves.

The judgment part is apparent authority: whether, despite a defect the control caught, the counterparty is bound anyway. That is a legal call, and the control's job is to make sure a lawyer is the one making it, with the defect named.

The property in the foreground is independent verifiability, because on a contract the outside party is not an auditor arriving later. It is the counterparty and its counsel, today. A firm's own log that the signatory was checked is the firm's word. A receipt the counterparty can verify without an account on the firm's systems is evidence, and it changes what the other side will accept.

ALDERGATE HOLDINGS, INC. 1

By: /s/ R. Marsh

Name: Rowan Marsh 2

Title: Chief Financial Officer 3

1 **Entity.** Matches the formation record and the matter record, character for character.

2 **Signer.** On the authorized-signatory list at the version pinned to this matter.

3 **Authority.** A resolution, incumbency certificate, or power of attorney on file for this signer.

Note: Illustrative block. All three markers are field matches against records; apparent authority, if a marker fails, is the lawyer's question. **Source:** ICME Labs analysis.

EXHIBIT 17

THE FLOOR Engagement, entity, and authority, partitioned.

STEP AND SOURCE	FAILURE MODE	DECIDABLE: A CONTROL ENFORCES	JUDGMENT: ROUTED TO THE LAWYER	BITES
Conflicts and KYC Model Rules 1.7, 1.13; AML and sanctions obligations	Undetected conflict; sanctioned counterparty	Every party and affiliate tested against the conflicts system and the sanctions lists; no unresolved hit before engagement	Whether a business conflict warrants declining	INDEPENDENT
Legal entity Contract-review practice; Adams	Wrong entity named; unenforceable against the intended party	Legal name on the draft matches the formation record and the matter record; good standing confirmed at a date	Whether to contract with an affiliate instead	INDEPENDENT
Signatory authority Adams, on the authority representation; corporate practice	Unauthorized signer; contract voidable	Signatory on the authorized list at the pinned version; authority document (resolution, incumbency, power of attorney) on file	Whether apparent authority binds despite a defect; whether a resolution is current	INDEPENDENT
Approved paper Firm precedent standards	Drafting from a superseded template; off-market terms imported	Template is the current approved version for the contract type	Whether this deal justifies departing from precedent	DETERMINISTIC

Note: "Decidable" means the condition can be decided from a record at decision time: a checker result bound to the document's content hash, a date comparison, a list membership, a coverage count, or a field match against a system of record. Everything else routes to a named lawyer. **Source:** Authorities cited; ICME Labs analysis.

EXHIBIT 18

THE CRAFT Diligence firms claim on entities and signers, made provable.

THE CLAIM, AS PITCHED	TAKEN ON FAITH TODAY	DECIDABLE: A CONTROL ENFORCES	JUDGMENT: ROUTED TO THE LAWYER	BITES
"Good standing is confirmed the day of signing, not at engagement" Closing practice	Status checked in March is stale at a June closing	A same-day standing check is on record for each entity, dated the signing date	Whether a lapse is curable or a deal issue	INDEPENDENT
"Signers are checked against the latest incumbency, not the deal-start list" Corporate practice	Officers change during a long negotiation	The signatory list version is re-pinned within a set window before signing, and the check re-run	Whether a change requires new consents	INDEPENDENT
"We sweep the counterparty for litigation and liens" Diligence practice	A judgment lien or pending suit surfaces after signing	A sweep record exists: named databases, run date, hit list, before the package goes out	What a hit means for the deal	INDEPENDENT

Note: The craft layer is firm-chosen, not rule-imposed. The claim is never that a firm must do these; it is that a firm which says it does can now prove it, per matter, to the client paying for it. **Source:** Practitioner literature; firm pitch language; ICME Labs analysis.

Name

Draft against formation record

The legal name on the signature block matches the Secretary of State record and the matter record, character for character.

List

Signer against the pinned list

The individual signing appears on the client's authorized-signatory list at the version pinned to this matter.

File

Authority document on record

A resolution, incumbency certificate, or power of attorney exists for that signer, dated before signing.

WHY THE COUNTERPARTY IS THE VERIFIER

On a contract the outside party is not an auditor arriving next year. It is the other side, today, deciding whether to accept your signature package. **A receipt the counterparty can verify without an account on your systems changes what it will accept**, and it is the same receipt your own client will ask for when the contract is disputed.

9

Drafting against the playbook

Defined terms and cross-references are where contracts are lost in court.

● 1 PRE-ACTION

● 2 DETERMINISTIC

● 3 INDEPENDENT

● 4 PORTABLE

● 5 CONFIDENTIAL

A commercial contracts playbook is the most compilation-ready artifact a legal department owns. It has positions, thresholds, and fallbacks: the liability cap may not fall below twelve months of fees, governing law is Delaware or the client's home state, termination for convenience needs sixty days. ACC and CLOC guidance on playbooks describes this structure, and most departments have already digitized it for their review tool.

The decidable part is conformance. Each governed clause either matches an approved or fallback position or carries a logged deviation. Adams's discipline on defined terms and cross-references is decidable in the strict sense: every defined term used and defined once, every internal reference resolving to a section that exists.

The Delaware record shows what the mechanical failures cost. In *ASB Allegiance v. Scion*, a misplaced term in the final draft, a scrivener's error that favored the counterparty, required a reformation action to undo. In *Aldrich Capital Partners v. Bray*, inconsistent cross-references in the disclosure schedules were read against the drafter. In *Williams v. Energy Transfer*, a carve-out moved into a schedule late in drafting was litigated for how it applied across sections. None of those cases was about judgment. Each was a check that a control performs in milliseconds.

The judgment part is whether a deviation is acceptable, and whether a definition's scope matches the deal the client thinks it made. A control routes the first with the position named and leaves the second to the lawyer who read the term sheet. The property in the foreground is determinism: a playbook applied identically to every counterparty is what clients believe they are paying for.

Conforming

Matches the approved position. Clears.

Fallback

Matches a pre-approved fallback. Clears, logged.

Deviation

Logged and routed for approval before the draft leaves.

Off-playbook

No position, no log. Blocked.

Note: The four states a governed clause can be in. Only the third involves judgment, and it is the only one that waits for a person.

Source: ACC and CLOC playbook guidance; ICME Labs analysis.

EXHIBIT 19

THE FLOOR Drafting against the playbook, partitioned.

STEP AND SOURCE	FAILURE MODE	DECIDABLE: A CONTROL ENFORCES	JUDGMENT: ROUTED TO THE LAWYER	BITES
Playbook conformance ACC and CLOC playbook guidance; Stark, Drafting Contracts	Off-playbook clause reaches the counterparty; position conceded without approval	Every governed clause matches an approved or fallback position, or carries a logged deviation, before the draft leaves	Whether a deviation is acceptable for this deal	DETERMINISTIC
Defined terms Adams, A Manual of Style for Contract Drafting	Term used but never defined; defined twice; capitalization drift. ASB v. Scion (misplaced term)	Zero undefined or unused defined terms; each defined once; usage consistent	Whether a definition's scope matches the deal intent	DETERMINISTIC
Cross-references Adams; review practice	Reference to a section that does not exist or was renumbered. Aldrich v. Bray	Every internal cross-reference resolves to an existing section after each edit	Whether the referenced provision is the right one	DETERMINISTIC
Schedules and exhibits Contract practice; Williams v. Energy Transfer	Referenced schedule missing; carve-out mis-scoped	Every referenced schedule and exhibit is attached and every schedule reference resolves	Whether the schedule content adequately qualifies the provision	DETERMINISTIC
Version pin Firm practice	Agent drafts against a draft of the playbook	Draft produced against the pinned playbook version, named on the record	When to move the pin	DETERMINISTIC

Note: Decidable and judgment as defined in Chapter 1; a step routes when its judgment part is reached. **Source:** Authorities cited; ICME Labs analysis.

EXHIBIT 20

THE CRAFT Diligence firms claim in drafting, made provable.

THE CLAIM, AS PITCHED	TAKEN ON FAITH TODAY	DECIDABLE: A CONTROL ENFORCES	JUDGMENT: ROUTED TO THE LAWYER	BITES
"Every draft is compared against our last executed deals" Precedent practice	The precedent comparison is institutional memory, not a record	A comparison record exists against the firm's named precedent set, at the draft's hash	What a divergence from precedent means	INDEPENDENT
"Extraction and review run on two models, reconciled" Emerging firm AI practice	The second model is licensed and unused	A reconciliation record exists: both outputs, the differences, the resolution	Which reading is right	INDEPENDENT
"Definitions are checked against the term sheet's economics" Deal-team practice	The definition drifts from the deal the client thinks it made	A term-sheet comparison is logged: each economic definition mapped to its term-sheet line	Whether the drift is intended	INDEPENDENT

Note: Craft rows are firm-chosen, not rule-imposed; a firm that claims the practice can now prove it. **Source:** Practitioner literature; firm pitch language; ICME Labs analysis.

Misplaced

ASB Allegiance v. Scion (Del. Ch. 2012)

A term placed in the wrong provision in the final draft favored the counterparty; reformation required a trial on unilateral mistake.

Inconsistent

Aldrich Capital v. Bray (Del. Ch.)

Explicit and implicit cross-references in the disclosure schedules did not agree; read against the drafter.

Moved

Williams v. Energy Transfer (Del. Ch. 2021)

A carve-out moved into a schedule late in drafting was litigated for how it applied across sections.

THE COMMON THREAD

None of the three turned on judgment. Each was a defined-term, cross-reference, or placement check that a control performs on every save, deterministically, at the draft's current hash. **The lawyers involved were not careless. They were doing by hand, under deadline, a check that should never have been a human's.**

10

Review and approval thresholds

A term above the threshold routes. It does not clear.

● 1 PRE-ACTION

● 2 DETERMINISTIC

● 3 INDEPENDENT

● 4 PORTABLE

● 5 CONFIDENTIAL

Counterparty paper is the reverse of Chapter 9. The firm did not write it, so the first job is to find every governed clause in someone else's structure and test it against the same playbook. The second job is the authority matrix: which terms a reviewer may accept alone, which need a partner or the client's general counsel, and which the client has said are never acceptable. Liability caps by dollar amount, indemnity scope, term length, data-protection terms, and payment terms are the usual entries.

Both jobs are decidable. Each governed clause in the counterparty draft is located and mapped to a position. Each proposed concession is compared to the matrix. A term above the threshold does not clear; it routes to the approver named in the matrix with the term and the position shown.

The judgment is the trade. Whether to give on the cap to hold the indemnity, whether a customer concession is commercially reasonable, whether the counterparty's unusual clause is a problem or a quirk: these are the negotiation, and no control decides them. It proves that nobody conceded above their authority without the approval on record.

Market benchmarking belongs here and is thinner for commercial contracts than for M&A. The ABA Deal Points Study covers private-target acquisitions; commercial-contract benchmarks are mostly vendor-published and should be cited as such. A control can compare a term to whatever benchmark the firm has adopted and flag the outlier. It cannot say the benchmark is right. The property in the foreground is pre-action: an approval threshold enforced after the redline was sent is a record of the concession.

Reviewer

Inside the matrix.
Accepts alone, on the
record.

Partner

Above the first
threshold. Routed with
the term and position
shown.

Client GC

Above the second. The
client decides its own
risk.

Never

Positions the client has
ruled out. Blocked at
any level.

Note: The four routes a proposed concession can take. The matrix decides the route; the person at each stop decides the trade.

Source: ACC guidance; ICME Labs analysis.

EXHIBIT 21

THE FLOOR Review and approval, partitioned.

STEP AND SOURCE	FAILURE MODE	DECIDABLE: A CONTROL ENFORCES	JUDGMENT: ROUTED TO THE LAWYER	BITES
Clause location on counterparty paper Practical Law contract-review checklist	Governed clause missed in an unfamiliar structure	Every playbook-governed topic located in the counterparty draft or affirmatively marked absent	Whether an unusual clause is a problem	PRE-ACTION
Authority matrix Client and firm approval matrices; ACC guidance	Reviewer concedes above authority; client learns at signing	Each proposed concession compared to the matrix; any term above threshold routes to the named approver before the redline is sent	Whether to make the trade	PRE-ACTION
Benchmark comparison Firm-adopted benchmark (vendor data; ABA studies where applicable)	Off-market term accepted unknowingly	Term compared to the adopted benchmark; outlier flagged	Whether off-market is right for this client; whether the benchmark applies	INDEPENDENT
Redline integrity Review practice	Accepted change silently altered a defined term or cross-reference elsewhere	Chapter 9 checks re-run on every accepted change before the redline leaves	None	DETERMINISTIC

Note: Decidable and judgment as defined in Chapter 1; a step routes when its judgment part is reached. **Source:** Authorities cited; ICME Labs analysis.

EXHIBIT 22

THE CRAFT Diligence firms claim in review, made provable.

THE CLAIM, AS PITCHED	TAKEN ON FAITH TODAY	DECIDABLE: A CONTROL ENFORCES	JUDGMENT: ROUTED TO THE LAWYER	BITES
"Benchmarks are refreshed quarterly, not annually" Market-data practice	The benchmark quietly ages while the pitch line stays current	The benchmark's version and date are pinned on every comparison the review runs	Whether the benchmark fits the deal	INDEPENDENT
"We check the counterparty's paper against their history with us" Institutional-knowledge practice	Concessions won last year are silently given back	A history comparison exists against prior executed agreements with this counterparty	Whether to hold last year's position	INDEPENDENT
"Material risk gets a second partner's read" Risk-committee practice	The second read happens for the file, after signing	A second partner's sign-off on the risk summary, before the redline is sent	The risk judgment itself	INDEPENDENT

Note: Craft rows are firm-chosen, not rule-imposed; a firm that claims the practice can now prove it. **Source:** Practitioner literature; firm pitch language; ICME Labs analysis.

ILLUSTRATIVE

A commercial-contracts authority matrix, as a control reads it.

TERM	REVIEWER MAY ACCEPT	ROUTES TO PARTNER	ROUTES TO CLIENT GC	NEVER
Liability cap	At or above 12 months of fees	6 to 12 months	Below 6 months	Uncapped
Indemnity	Mutual, third-party IP only	Mutual, broader scope	One-way against client	Uncapped consequential
Term	Up to 24 months	25 to 36 months	Over 36 months	Evergreen, no exit
Data terms	Client DPA unchanged	Counterparty DPA, client-reviewed	Cross-border transfer added	No DPA
Governing law	Delaware or client home state	Other US state	Non-US	Unspecified

Note: Illustrative thresholds. Every cell is a comparison a control decides before the redline leaves; the trade across cells is the lawyer's. **Source:** ACC and CLOC playbook guidance; ICME Labs analysis.

11

Execution, notices, and renewals

The contract's own dates are the deadline chapter again.

● 1 PRE-ACTION

● 2 DETERMINISTIC

● 3 INDEPENDENT

● 4 PORTABLE

● 5 CONFIDENTIAL

Execution is the most decidable step in the contract workflow. Every signature block names the defined party. Every signer appears on the authorized list at the pinned version. Every schedule and exhibit referenced is attached. Counterparts are accounted for. Conditions to effectiveness, where the contract has them, are marked satisfied or waived. There is almost no judgment residue, which is why execution errors are so embarrassing and so common.

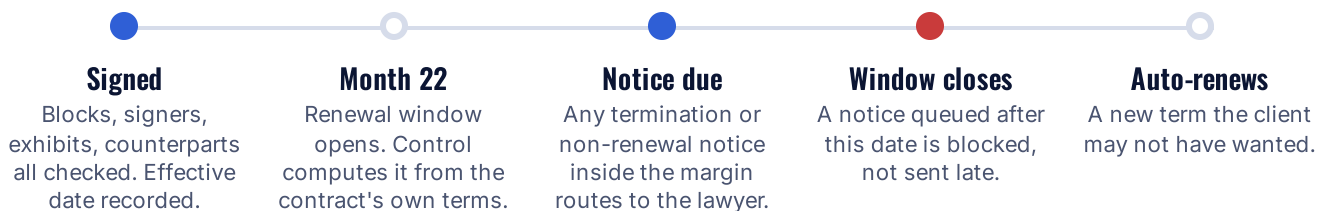
After signing, the contract becomes a source of deadlines. Renewal notice windows, termination-for-convenience notice, cure periods, price-adjustment dates, and the notice provisions that condition a claim. In *Thompson Street v. Sonova*, the Delaware Supreme Court treated an indemnification claim notice as a condition precedent and remanded on whether enforcing it worked a forfeiture. The notice date was a date. The forfeiture question was judgment.

The decidable part is Chapter 3 applied to the contract: each date computed from the contract's own terms, calendared, and compared to the action before the window closes. A renewal notice that would issue a day late is blocked and routed. A claim notice sent after the survival date is blocked before it is sent, because sending it late is worse than not sending it.

The judgment is whether to renew, terminate, or claim. Two properties share the foreground. Pre-action, because a notice window is a deadline. Independently verifiable, because the counterparty is the party who will test whether notice was timely, and a receipt it can verify ends that argument before it starts.

EXHIBIT 23

The renewal window: the contract's own dates as a deadline timeline.



Note: Conceptual, 24-month term, 60-day non-renewal notice. **Source:** ICME Labs analysis.

EXHIBIT 24

THE FLOOR Execution and post-signing dates, partitioned.

STEP AND SOURCE	FAILURE MODE	DECIDABLE: A CONTROL ENFORCES	JUDGMENT: ROUTED TO THE LAWYER	BITES
Signature package Execution practice; Chapter 8	Wrong signatory; missing counterpart; unsigned exhibit	Every block names the defined party; every signer on the pinned list; all exhibits attached; counterparts complete	None	INDEPENDENT
Conditions to effectiveness Contract terms	Contract treated as effective before a condition was met	Each condition marked satisfied or waived before the contract is recorded as effective	Whether to waive	PRE-ACTION
Notice provisions Contract terms; Thompson Street v. Sonova (Del. 2022)	Late claim notice; forfeiture of the claim	Notice dispatched before the contractual deadline, by the method the contract requires, to the address it specifies	Whether to bring the claim; whether forfeiture is disproportionate	PRE-ACTION
Renewal and termination windows Contract terms; firm calendaring practice	Auto-renewal for a term the client wanted to exit; termination notice a day late	Window computed from the contract, calendared, and any notice inside the margin routed to the responsible lawyer	Whether to renew or terminate	PRE-ACTION
Obligations register Post-signing practice	Covenant or deliverable with no owner	Every post-signing obligation has an owner and a due date before the matter closes out	Priority and resourcing	INDEPENDENT

Note: Decidable and judgment as defined in Chapter 1; a step routes when its judgment part is reached. **Source:** Authorities cited; ICME Labs analysis.

EXHIBIT 25

THE CRAFT Diligence firms claim at signing and after, made provable.

THE CLAIM, AS PITCHED	TAKEN ON FAITH TODAY	DECIDABLE: A CONTROL ENFORCES	JUDGMENT: ROUTED TO THE LAWYER	BITES
"Wire instructions are verified by call-back, every time" ABA and carrier fraud guidance	The one skipped call- back is the one the fraudster was waiting for	A call-back record exists: number from a system of record, caller, time, before funds move	Whether anything about the request smells wrong	PRE- ACTION
"A second person red-teams the closing set" Closing practice	The red-team read is the same person, tired, at midnight	A distinct reviewer's pass is logged on the full signature set before release	What the reviewer is hunting for	INDEPENDENT
"The obligations register is second- reviewed before close-out" Post-closing practice	Single-keyed dates carry silent errors for years	A second review is recorded on every owner and due date in the register	Priority when obligations conflict	INDEPENDENT

Note: Craft rows are firm-chosen, not rule-imposed; a firm that claims the practice can now prove it. **Source:** Practitioner literature; firm pitch language; ICME Labs analysis.

THOMPSON STREET, IN ONE LINE

The notice date was a date; a control would have caught it. **Whether enforcing the date works a forfeiture was the judgment**, and it went to the Delaware Supreme Court. The partition makes sure the easy question never becomes the hard one.

12

CHAPTER 12

Thin ice

Seven places where the decidable part is smaller than it looks.

A verification-first practice is only credible if it says where verification stops. These seven rows are the ones a skeptical partner should read first. In each, a control can prove something real and narrow, and a vendor who claimed more would be selling the spot check the courts have already rejected.

EXHIBIT 26

What a control can prove at each step, and what it cannot.

STEP	A CONTROL CAN PROVE	A CONTROL CANNOT PROVE, AND SHOULD NOT TRY	THE CASE THAT DRAWS THE LINE
Case support	The case exists, the quotation matches, the citator shows no red flag, all at the brief's current hash	That the case supports the proposition it is cited for. Mischaracterization of a real case is the failure the sanctions record under-reports.	Kemp, ABA Journal (2026); the Starr and Baylson orders
Reasonable inquiry	Which sources were searched, with what terms, by whom, before certification	That the inquiry was reasonable. Reasonableness is the word the rule assigns to the lawyer and the court.	Optronic v. Ningbo Sunny (N.D. Cal. 2020)
Proportionality	That each objection is tied to a request and a stated ground	That a request is disproportionate to the needs of the case. A balancing, not a record.	FRCP 26(b)(1)
Privilege on substance	That every document was screened and none flagged remains in the release set	That a specific document is privileged. A classifier that decided this would be the spot check that lost the clawback.	Irth v. Windstream
Apparent authority	Name matches the formation record; the authority document exists at a date	That the resolution is valid and current, or that the counterparty is bound despite a defect.	Adams, on the authority representation
Commercial reasonableness	That a concession stayed inside the authority matrix, or was approved by the named approver	That the trade was a good one. The negotiation is the lawyer's and the client's.	ACC and CLOC playbook guidance
The craft itself	The act occurred: the second read, the comparison, the call-back, each at a hash and a time	That the act was attentive, or that the precedent set, benchmark, or sample was the right one. A logged second read by a distracted reader is a real risk the receipt does not remove.	Chapters 2 to 11, craft exhibits

Note: The left column is the claim a receipt can carry. The middle column is the claim it must not. **Source:** Authorities cited; ICME Labs analysis.

Case support is the largest overclaim risk in the litigation half: a tool that "verifies citations" is usually verifying existence, and a buyer who hears "verified" and infers "supports the point" has been misled by a word.

Privilege on substance is the largest in the contract half, where the pressure to automate is strongest and the courts have been clearest. The honest design at both steps is the same: the control proves the check ran and routes the call.

13

CHAPTER 13

The lawyer's role

Reallocation, not replacement.

Collect the judgment column of every table in this report and you have the job. Whether the case supports the point. Whether the inquiry was reasonable. Whether the document is privileged. Whether the deviation is acceptable. Whether to renew, claim, or concede. Nothing in the decidable column was ever judgment; it was checking, done by the most expensive person in the building because there was no one else to do it, and done inconsistently because no one can check ten thousand things the same way twice.

EXHIBIT 27

The full partition: every step in this report, both columns.

STEP	DECIDABLE: ENFORCED AND PROVED	JUDGMENT: ROUTED AND RECORDED
Conflicts and hold	Parties tested; hold issued to every custodian before collection	Positional conflicts; when litigation was anticipated
Deadlines	Date computed under Rule 6 and compared to the docket before queuing	Tolling; the triggering event on an ambiguous record
Research and citations	Existence, quotation, citator status, jurisdiction, at the current hash	Support for the proposition; usability of a flagged case
Briefs and the record	Every fact cited or flagged; every pin cite resolves; format and sign-off	Sufficiency; materiality; the argument
Discovery and privilege	Sources searched; certification present; every document screened; log complete	Reasonableness; proportionality; privilege on substance
Production and unit of work	Form, ranges, and volume reconcile; one receipt across all tools	Relevance on the borderline; which tools the agent may use
Entity and authority	Name, standing, signatory list, authority document	Apparent authority; whether to contract with an affiliate
Playbook drafting	Conformance; defined terms; cross-references; schedules; version pin	Acceptability of a deviation; scope of a definition
Review and approval	Every topic located; every concession inside the matrix or approved	The trade; commercial reasonableness
Execution and notices	Blocks, signers, exhibits, conditions; notice and renewal dates met	Whether to renew, terminate, claim, or waive

Note: A summary of the floor exhibits in chapters 2 through 11; the craft exhibits partition the same way. **Source:** ICME Labs analysis.

The lawyer's sign-off is the last decidable step.

Every table in this report ends the same way. The final row is the responsible lawyer's sign-off, bound to the content of the filing or the contract as it left the firm. That row is decidable: a named person, at a time, on this document at this hash. It is also the proof that the judgment column was done by the person the rules assign it to. Model Rules 5.1 and 5.3 put supervision on the lawyer; the receipt shows the lawyer was there.

What the receipt proves, stated once in full: that a named control, at a named version, fired against the facts asserted in the action, before the action executed, and returned the verdict recorded, at the time recorded; and that an outside party can confirm all of that without an account on the firm's systems and without seeing the file. What it does not prove: that the asserted facts are true of the world, that the citation supports the point, that the document was correctly classified, that the deal was wise. Tamper-evident, not tamper-proof. Proof of process, not of outcome.

Five questions a client, a carrier, or a court will ask about any agent on any matter, in the order they will ask them:

1. Which of my firm's requirements were checked before each agent action, and which actions were stopped.
2. Whether the same action would get the same verdict tomorrow.
3. Who outside my firm can confirm the checks ran, and how.
4. Whether that proof leaves the tools that produced it.
5. Whether confirming it requires showing anyone the file.

A lawyer who can answer those five can put agents on the work in this report. A lawyer who cannot is supervising by assertion, which is what the sanctions record describes.

The builder's half, how the controls in the decidable column are written, tested, versioned, and deployed, is in Legal Engineering: Verifiable Agent Controls (ICME Labs, August 2026). The two reports are meant to be handed across the table.

The work you can prove is the work you can delegate.

The control layer behind the receipts

The chapters describe what a firm can prove about its own practice. This appendix names the layer that produces the proof. ICME Labs builds Preflight, pre-action controls for AI agents. The mechanics are simple to state.

1

The firm writes its controls in plain English. The same sentences a partner would put in a practice memo: every citation is checked before filing, no wire without a call-back, terms above the threshold route to a lawyer.

2

The controls compile once into formal logic. Compilation happens when the control is written, not when the agent acts. From then on the check does not depend on a model reading the rule correctly.

3

A solver checks every proposed agent action before it runs. The verdict is deterministic: the same action against the same control returns the same answer every time. Compliant actions clear. Non-compliant actions are blocked, and judgment steps route to a named lawyer.

4

Every decision produces a tamper-evident receipt. A client, a carrier, or an auditor can verify it in under a second, in any browser, without access to the controls, the client file, or the firm's systems.

EXHIBIT 28

The report is what you read. The receipt is what you cannot fake.

Verification Report

#RCPT-7F3A-2E91 · 2026-08-27 14:52:07 EDT

×

ACTION BLOCKED

The agent's action was stopped before it executed.

On **August 27, 2026**, an AI agent at a litigation firm attempted to **file a brief** in federal district court. The firm's control required **a citation check to have run first**. It had not. The action was **blocked**, and no filing was submitted.

VERDICT

UNSAT

CONTROL

citation-check-first · v3.2

VERIFY

any browser · no account

Note: Illustrative simulation. An agent attempts a court filing without the firm's required citation check; the control fires and the filing is blocked. **Source:** ICME Labs Preflight verification report rendering.

What the receipt proves, and five questions for any vendor.

THE RECEIPT BOUNDARY

The receipt proves the rule fired against the facts asserted in the action, not that those facts are true of the world. It does not make a filing correct or a contract wise. What it removes is a previously unanswerable question: whether the check ran at all. The judgment steps in every chapter remain the lawyer's, and the receipt for those steps proves routing, not reasoning.

The standard this report applies is not specific to any product. A firm evaluating any control layer, including Preflight, should put the same five questions in the RFP.

EXHIBIT 29

Five questions to ask a vendor: they separate evidence from assertion.

ASK THE VENDOR	THE REQUIREMENT BEHIND THE QUESTION
Where does the check run: before the action executes, or after?	Pre-action. A control that reports a bad filing after submission is a log.
Is the verdict repeatable: does the same action against the same control always decide the same way?	Deterministic. A check that can decide identical facts differently proves nothing.
Who outside your system can confirm the check happened?	Independently verifiable. If only the vendor can confirm it, the control is self-attested.
Does the proof travel: can it be checked by someone with no account on the platform?	Portable. Verification locked inside one platform dies there.
Does verifying require disclosing the controls or the client file?	Confidential. In legal work, verification that requires disclosure is verification that does not happen.

The five requirements, and an assessment of the current approach families against them, are set out in the companion report *The State of Agent Verification 2026* (ICME Labs, July 2026). Product documentation is at docs.icme.io.

ABOUT

About the author. Houman Shadab is co-founder of ICME Labs and a Fellow at Stanford CodeX. He is an award-winning legal scholar, three-time Congressional witness, and spoke by invitation at the Federal Reserve Bank of New York's 2026 Innovation Conference on turning law into verified code. Contact: houman@icme.io.

About ICME Labs. ICME builds Preflight, pre-action verification for AI agents: plain-English controls, deterministic enforcement, and tamper-evident cryptographic receipts anyone can verify. Translation methodology adopted from AWS Automated Reasoning Checks (arXiv:2511.09008), cryptographic verification layer added by ICME (arXiv:2602.17452). icme.io

COMPANION PUBLICATIONS

Three ICME Labs reports, one standard, three readers.

The State of Agent Verification 2026 Defines the five requirements for verifiable agent action and grades the current approach families against them. For buyers, builders, and standards bodies. July 2026.	Legal Engineering: Verifiable Agent Controls The builder's half: how a control is written, tested, versioned, and deployed, and what a receipt contains. For legal engineers and innovation teams. August 2026.	How to Buy Legal Services in the Age of AI The client's half: what in-house counsel should require of outside firms, with a model clause for outside counsel guidelines. For legal departments. August 2026.
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CASES AND AUTHORITIES

Where each authority appears in this report.

AUTHORITY	COURT OR BODY	CITED IN
Mata v. Avianca, Inc., 678 F. Supp. 3d 443	S.D.N.Y. 2023	Chapter 4
Couvrette v. Wisnovsky	D. Or. 2026	Chapter 4
Whiting v. City of Athens	6th Cir. 2026	Chapter 4
Standing orders on AI-drafted filings, Judge Brantley Starr and Judge Michael Baylson	N.D. Tex.; E.D. Pa. 2023	Chapters 4, 5
Optronic Technologies, Inc. v. Ningbo Sunny Electronic Co.	N.D. Cal. 2020	Chapter 6
Irth Solutions, LLC v. Windstream Communications LLC	S.D. Ohio 2017	Chapter 6
Branhaven, LLC v. Beeftek, Inc.	D. Md. 2013	Chapter 7
ASB Allegiance Real Estate Fund v. Scion Breckenridge Managing Member, LLC	Del. Ch. 2012; aff'd in part, Del. 2013	Chapter 9
Aldrich Capital Partners Fund, LP v. Bray	Del. Ch.	Chapter 9
Williams Companies v. Energy Transfer Equity	Del. Ch. 2021	Chapter 9
Thompson Street Capital Partners IV, L.P. v. Sonova U.S. Hearing Instruments, LLC	Del. 2022	Chapter 11
ABA Formal Opinion 512; Texas Opinion 705	ABA 2024; Texas 2025	Introduction; Chapters 1, 13

Note: Characterizations of every authority are summaries, not legal advice. Federal rules and treatise sources (Rutter Group, Moore's, Wright & Miller, Garner, Adams, Stark, the Sedona Conference) are cited at the table rows where they apply.