



Dear Ethics LawyerTM

The Legal Ethics Project. Supporting professionalism with information.

Q: Dear Ethics Lawyer,

I am a terrible notetaker, especially in video calls with clients as I concentrate on the conversation rather than what I am noting. I understand that the usual video services offer AI summarization of the meetings. This sounds great, but are there ethical issues? What about if a client is using this service from their side of the conversation? Does that create issues?

A: As with everything AI, yes there could be ethical issues, especially until the law (and technology) gets settled a bit more. The potential issues include confidentiality and privilege. Model Rule 1.6 requires the lawyer to make reasonable efforts to prevent inadvertent or unauthorized disclosure of, or unauthorized access to information relating to a representation. Creation and storage of a record or summary of a confidential client conversation on a third party platform (outside of secure firm infrastructure) with whom the lawyer has no protective agreement may well be inconsistent with this requirement. In addition, normally the presence of a third party in an otherwise privileged conversation, or exposure of the communication to a third party waives privilege protection. Generally available video communication services not closed within a firm may be considered third-parties as to communications stored or summarized on their platform. This information may also be used in training their AI system, further risking exposure of client information or a conclusion that the information has gone beyond the privilege umbrella.

In addition, there are other issues around (a) consent of others in the meeting to the recording; (b) accuracy of the AI summary (generally we do not know the algorithm or other formula the service uses to summarize the conversation, the accuracy of to whom it attributes remarks, how well it handles overlapping speech, or whether or when it might “hallucinate”); (c) how the summary handles sarcasm or language that might otherwise depend on nuances in speech or tone; and (d) whether it is advisable in the client’s best interests to create any potentially discoverable record of the conversation that could be at risk of disclosure. For a concise discussion of many of these issues, see, e.g., Gabriel Buehlker, “AI and You: Confidentiality Risks of Using Transcription and Note-Taking Software During Meetings,” ABA GPSolo eReport (Sept. 2025).

At a minimum, you should carefully consider whether creation of AI summaries or records of meetings by a third-party service (one over whom you have no control, contractual or otherwise) is consistent with the client’s interests given any associated risk under the developing law in your jurisdiction. Before triggering any use, you should discuss the risk with the client and obtain their informed consent. If you become aware that the client

wishes to use AI to preserve a summary or record of the conversation, you should discuss the same factors with them to make sure that they understand the risks of doing so.

The Ethics Lawyer

About Dear Ethics Lawyer

The twice-monthly "Dear Ethics Lawyer" column is part of a training regimen of the Legal Ethics Project, authored by [Mark Hinderks](#), former managing partner and counsel to an AmLaw 132 firm; Fellow, American College of Trial Lawyers; and speaker/author on professional responsibility for more than 25 years. Mark leads Stinson LLP's [Legal Ethics & Professional Responsibility](#) practice, offering advice and "second opinions" to lawyers and law firms, consulting and testifying expert service, training, mediation/arbitration and representation in malpractice litigation. The submission of questions for future columns is welcome: please send to mark.hinderks@stinson.com.

Discussion presented here is based on the ABA Model Rules of Professional Conduct, but the Model Rules are adopted in different and amended versions, and interpreted in different ways in various places. Always check the rules and authorities applicable in your relevant jurisdiction – the result may be completely different.