Legal Professional Pack

28 prompts for contract drafting, legal research, client communication, and compliance review. Copy, customize the `[BRACKETS]`, paste into any AI.

> ***Disclaimer:*** *All prompts in this pack are designed to assist with legal drafting efficiency. AI-generated output is a starting point — not legal advice. Every output must be reviewed, revised, and approved by a licensed attorney before use with clients or in any legal proceeding.*

Contract Drafting (7 prompts)

Prompt 1: Mutual NDA with Teeth

```
Draft a mutual non-disclosure agreement between [DISCLOSING PARTY NAME] and [RECEIVING PARTY NAME] for the purpose of [PURPOSE OF DISCLOSURE, e.g., "evaluating a potential joint venture in SaaS distribution"].

Include these provisions:
- Definition of Confidential Information that covers [SPECIFIC CATEGORIES, e.g., "source code, customer lists, pricing models, and product roadmaps"]
- Carve-outs for independently developed information and compelled disclosure
- Non-solicitation of employees for [DURATION, e.g., "18 months"]
- Term of [AGREEMENT DURATION, e.g., "2 years"] with confidentiality obligations surviving [SURVIVAL PERIOD, e.g., "3 years"] post-termination
- Injunctive relief clause acknowledging irreparable harm
- Governing law: [STATE/JURISDICTION]
- Dispute resolution via [ARBITRATION/MEDIATION/LITIGATION] in [VENUE]

Use plain English where possible while maintaining enforceability. Flag any provisions that may be unenforceable in [JURISDICTION] with inline comments.
```

Example Output: A 4-5 page mutual NDA with clearly labeled sections, defined terms, and bracketed notes flagging jurisdiction-specific enforceability concerns (e.g., non-solicitation duration limits in California).

Prompt 2: Master Services Agreement

```
Draft a Master Services Agreement where [PROVIDER NAME] ("Provider") will deliver [TYPE OF SERVICES, e.g., "custom software development and ongoing maintenance"] to [CLIENT NAME] ("Client").

Key commercial terms:
- Payment: [PAYMENT STRUCTURE, e.g., "monthly retainer of $X with net-30 terms"]
- SOW process: new work scoped via Statements of Work attached as exhibits
- IP ownership: [WHO OWNS DELIVERABLES, e.g., "Client owns all custom deliverables; Provider retains pre-existing IP with perpetual license to Client"]
- Liability cap: [CAP AMOUNT OR FORMULA, e.g., "12 months of fees paid"]
- Indemnification: mutual, with specific carve-outs for [SCENARIOS, e.g., "IP infringement, gross negligence, data breach"]
- Termination: [NOTICE PERIOD, e.g., "30 days written notice"] for convenience; immediate for material breach with [CURE PERIOD, e.g., "15-day cure period"]
- Data handling: Provider will process [TYPE OF DATA, e.g., "customer PII"] subject to [APPLICABLE REGULATIONS, e.g., "CCPA and SOC 2 requirements"]
- Governing law: [STATE]

Include a severability clause and an order-of-precedence clause (SOW > MSA in case of conflict).
```

Example Output: A comprehensive 8-12 page MSA with numbered sections, defined terms block, exhibit placeholders for SOWs, and standard boilerplate tailored to the specified service type.

Prompt 3: Independent Contractor Agreement

```
Draft an independent contractor agreement between [COMPANY NAME] ("Company") and [CONTRACTOR NAME] ("Contractor") for [DESCRIPTION OF SERVICES, e.g., "UX design consulting for Company's mobile application"].

Address these critical areas:
- Scope of work: [SPECIFIC DELIVERABLES AND TIMELINE]
- Compensation: [RATE STRUCTURE, e.g., "$150/hour, invoiced bi-weekly, net-15"]
- Relationship classification: include specific language establishing contractor status — control over methods, own tools/equipment, ability to work for others, no employee benefits
- IP assignment: all work product created during engagement is [WORK FOR HIRE / ASSIGNED TO COMPANY] with Contractor retaining rights to [ANY RETAINED RIGHTS, e.g., "pre-existing frameworks and general know-how"]
- Confidentiality obligations surviving [PERIOD] after termination
- Non-compete: [SCOPE AND DURATION, e.g., "no direct competitors in the fintech space for 6 months"] — or state "none" if not applicable
- Termination: [NOTICE PERIOD] with provisions for payment of completed work
- Tax obligations: Contractor responsible for self-employment taxes; Company will issue 1099

Flag any provisions that increase misclassification risk under [STATE] law and IRS guidelines.
```

Example Output: A 5-7 page contractor agreement with bolded classification language, a deliverables schedule exhibit, and inline warnings about misclassification risk factors specific to the state.

Prompt 4: Contract Amendment Drafter

```
Draft a formal amendment to the [AGREEMENT TYPE, e.g., "Master Services Agreement"] dated [ORIGINAL DATE] between [PARTY A] and [PARTY B] (the "Original Agreement").

This amendment should:
1. Modify Section [SECTION NUMBER]: Change [CURRENT LANGUAGE OR PROVISION SUMMARY] to [NEW LANGUAGE OR PROVISION SUMMARY]
2. [ADD/REMOVE/MODIFY] the following provision: [DESCRIBE CHANGE IN DETAIL]
3. [ADDITIONAL CHANGES IF ANY]

Effective date of amendment: [DATE]

Include:
- Recitals referencing the Original Agreement and the parties' intent to modify
- A clause stating all other terms of the Original Agreement remain in full force and effect
- Confirmation this is Amendment No. [NUMBER] to the Original Agreement
- Signature blocks matching the Original Agreement's execution format
- A statement that this amendment may be executed in counterparts

If any proposed change conflicts with another section of the Original Agreement, flag the conflict and suggest reconciliation language.
```

Example Output: A 2-3 page amendment with formal recitals, numbered modification clauses, a "no other changes" preservation clause, and a note identifying a potential conflict between the fee change and the existing SOW's budget cap.

Prompt 5: SaaS Terms of Service

```
Draft Terms of Service for [PRODUCT NAME], a [PRODUCT DESCRIPTION, e.g., "cloud-based project management platform"] operated by [COMPANY NAME AND ENTITY TYPE, e.g., "Acme Inc., a Delaware LLC"].

User base: [CONSUMER / B2B / BOTH]
Pricing model: [FREEMIUM / SUBSCRIPTION / PAY-PER-USE]
Data collected: [TYPES, e.g., "name, email, project data, usage analytics"]

Include sections for:
- Acceptance of terms (clickwrap language)
- Account registration and responsibilities
- Acceptable use policy with prohibited activities list
- Subscription billing, renewals, and cancellation — including [AUTO-RENEWAL DISCLOSURE per state laws]
- Intellectual property (user content license, platform IP)
- Data privacy cross-reference to Privacy Policy
- Disclaimers: AS-IS, no warranty of uninterrupted service
- Limitation of liability: [CAP, e.g., "fees paid in prior 12 months"]
- Dispute resolution: [BINDING ARBITRATION WITH CLASS ACTION WAIVER / COURT LITIGATION] in [VENUE]
- Modification of terms with [NOTICE METHOD, e.g., "30-day email notice"]
- Governing law: [STATE]

Ensure compliance with [APPLICABLE REGULATIONS, e.g., "CAN-SPAM, CCPA, and FTC disclosure requirements"]. Use clear headings and plain language.
```

Example Output: A well-structured 10-15 page ToS document with clickwrap acceptance language, a plain-English prohibited activities list, auto-renewal disclosures compliant with California and New York requirements, and a clearly formatted arbitration clause.

Prompt 6: Licensing Agreement

```
Draft a [EXCLUSIVE/NON-EXCLUSIVE] license agreement granting [LICENSEE NAME] the right to [USE/DISTRIBUTE/MODIFY/SUBLICENSE] [DESCRIPTION OF LICENSED MATERIAL, e.g., "proprietary customer analytics software"] owned by [LICENSOR NAME].

Key terms:
- Licensed territory: [GEOGRAPHIC SCOPE, e.g., "United States and Canada"]
- Licensed field of use: [PERMITTED USE CASES, e.g., "internal business analytics only, not for resale"]
- Duration: [TERM, e.g., "3 years with two 1-year renewal options"]
- Royalty/fee structure: [PAYMENT TERMS, e.g., "5% of net revenue derived from licensed material, payable quarterly"]
- Audit rights: Licensor may audit Licensee's records [FREQUENCY, e.g., "once annually"] with [NOTICE PERIOD, e.g., "30 days notice"]
- Quality control / brand standards: [IF APPLICABLE]
- Sublicensing: [PERMITTED/PROHIBITED/WITH WRITTEN CONSENT]
- Termination triggers: material breach, insolvency, change of control
- Post-termination: [WIND-DOWN PERIOD, e.g., "90 days to cease use and destroy copies"]
- Representations and warranties: Licensor warrants [OWNERSHIP/NON-INFRINGEMENT]

Governing law: [STATE]. Include an entire agreement clause and assignment restrictions.
```

Example Output: A 6-8 page license agreement with defined terms, detailed royalty calculation methodology, audit procedures, and post-termination obligations including certification of destruction.

Prompt 7: Letter of Intent for Business Transaction

```
Draft a non-binding Letter of Intent for [TYPE OF TRANSACTION, e.g., "acquisition of 100% of the equity interests"] in [TARGET COMPANY] by [ACQUIRING COMPANY].

Proposed terms:
- Purchase price: [AMOUNT OR FORMULA, e.g., "$2.5M subject to working capital adjustment"]
- Structure: [ASSET PURCHASE / STOCK PURCHASE / MERGER]
- Due diligence period: [DURATION, e.g., "60 days from execution"]
- Key conditions to closing: [LIST, e.g., "satisfactory due diligence, board approval, regulatory clearance, key employee retention agreements"]
- Earnout: [IF APPLICABLE, e.g., "additional $500K if revenue exceeds $X in first 12 months post-close"]
- Employee/founder retention: [REQUIREMENTS, e.g., "founders to sign 2-year employment agreements"]
- Exclusivity period: [DURATION, e.g., "90 days — Target will not solicit competing offers"]
- Anticipated closing: [TARGET DATE]
- Confidentiality: [BINDING/NON-BINDING]
- Break-up fee: [IF APPLICABLE]

Mark clearly which provisions are binding (confidentiality, exclusivity, governing law, expenses) and which are non-binding (all commercial terms). Use headers to distinguish the two.
```

Example Output: A 3-5 page LOI with a two-part structure — non-binding commercial terms in Part A and binding procedural terms in Part B — with clear "NON-BINDING" and "BINDING" headers and a summary term sheet at the top.

Legal Research & Analysis (7 prompts)

Prompt 8: Case Law Summary & Analysis

```
Analyze the following legal issue and provide a structured case law summary:

Legal issue: [DESCRIBE THE LEGAL QUESTION, e.g., "Can an employer enforce a non-compete agreement against a remote employee who never physically worked in the contracting state?"]
Jurisdiction: [STATE/FEDERAL CIRCUIT]
Area of law: [PRACTICE AREA, e.g., "employment law, restrictive covenants"]

Provide:
1. **Rule synthesis**: Summarize the controlling legal standard in [JURISDICTION], citing the key cases that established it
2. **Key cases** (minimum 5): For each case, provide:
   - Case name, court, year
   - Facts (2-3 sentences)
   - Holding
   - Key reasoning
   - Current status (good law / distinguished / overruled)
3. **Trend analysis**: Is the law in this area evolving? In which direction?
4. **Majority vs. minority positions**: How does [JURISDICTION] compare to the national trend?
5. **Application**: Based on these authorities, how would a court likely rule given these facts: [YOUR CLIENT'S SPECIFIC FACTS]
6. **Weaknesses**: Identify the strongest counterarguments

Format as a research memo suitable for attorney review. Note: verify all citations independently — AI may generate inaccurate case names or holdings.
```

Example Output: A 3-4 page research memo with a rule synthesis paragraph, a table of five cases with holdings and reasoning, a trend analysis noting the shift toward employee-friendly non-compete reform, and a balanced application section with counterarguments.

Prompt 9: Statute Interpretation Brief

```
Interpret the following statute and analyze its application to my client's situation:

Statute: [FULL CITATION, e.g., "Cal. Lab. Code § 2802"]
Relevant text: "[PASTE THE SPECIFIC STATUTORY LANGUAGE AT ISSUE]"

Client situation: [DESCRIBE THE FACTS, e.g., "Employer requires remote employees to use
personal laptops and internet for work but does not reimburse any expenses"]

Provide:
1. **Plain meaning analysis**: What does the statutory text say on its face?
2. **Legislative history**: What problem was this statute enacted to address? (Note any
available context)
3. **Regulatory guidance**: Summarize any agency interpretations, opinion letters, or
regulations implementing this statute
4. **Case law application**: How have courts in [JURISDICTION] interpreted the key terms?
Focus on:
   - "[AMBIGUOUS TERM 1]" — how courts have defined it
   - "[AMBIGUOUS TERM 2]" — scope and limitations
5. **Application to client facts**: Based on the above, does the statute apply? What is
the likely outcome?
6. **Remedies and penalties**: What exposure does [CLIENT ROLE, e.g., "the employer"]
face?
7. **Practical recommendations**: [2-3 actionable steps]

Flag any split of authority or unsettled questions. All citations must be independently
verified.
```

Example Output: A structured analysis breaking down Cal. Lab. Code 2802, citing Cochran v. Schwan's Home Service and Gattuso v. Harte-Hanks, defining "necessary expenditures" as applied to remote work equipment, and recommending a reimbursement policy with specific dollar thresholds.

Prompt 10: Regulatory Compliance Checklist

```
Create a comprehensive compliance checklist for [BUSINESS TYPE, e.g., "a direct-to-consumer health supplements e-commerce company"] operating in [JURISDICTIONS, e.g., "all 50 US states, selling online"].

Regulatory areas to cover:
- [PRIMARY REGULATION, e.g., "FTC Act Section 5 — advertising and marketing claims"]
- [SECONDARY REGULATION, e.g., "FDA dietary supplement regulations (DSHEA)"]
- [ADDITIONAL REGULATIONS, e.g., "state consumer protection laws, CCPA/CPRA, CAN-SPAM"]

For each requirement, provide:
| Requirement | Regulation | Action Required | Deadline/Frequency | Risk Level (High/Med/Low) | Status |
|-------------|-----------|-----------------|--------------------|----|--------|

Also include:
1. **Documentation requirements**: What records must be maintained and for how long
2. **Filing/registration obligations**: State-by-state registrations or filings required
3. **Common violations**: The 5 most frequently cited violations in this industry and how to avoid them
4. **Audit schedule**: Recommended internal compliance review cadence
5. **Escalation triggers**: Situations requiring immediate legal counsel (e.g., FDA warning letter, AG inquiry)

Organize by priority — highest-risk items first.
```

Example Output: A 40-row compliance checklist table organized by risk level, covering FTC substantiation requirements, FDA structure/function claim rules, state registration requirements for supplement sellers, CCPA data handling obligations, and a recommended quarterly audit schedule.

Prompt 11: Multi-Jurisdiction Legal Comparison

```
Compare the legal treatment of [LEGAL TOPIC, e.g., "employee non-compete enforceability"]
across the following jurisdictions: [JURISDICTION LIST, e.g., "California, New York,
Texas, Florida, Illinois"].

For each jurisdiction, analyze:
1. **Governing statute or common law framework**: cite the controlling authority
2. **Enforceability standard**: What must the employer prove?
3. **Key limitations**: Maximum duration, geographic scope, and activity restrictions
courts will enforce
4. **Consideration requirements**: Is continued employment sufficient, or is additional
consideration required?
5. **Carve-outs or exemptions**: Are certain roles or income levels exempt?
6. **Recent changes**: Any legislation passed or pending in the last 2 years
7. **Practical enforceability**: How aggressively do courts in this jurisdiction enforce
these agreements?

Present as a comparison table with a narrative analysis for each jurisdiction. Conclude
with:
- **Most employer-friendly jurisdiction**: [and why]
- **Most employee-friendly jurisdiction**: [and why]
- **Recommendations** for a multi-state employer with [NUMBER] employees across these
states

Note: Verify all statutory citations and recent legislative changes independently.
```

Example Output: A jurisdiction comparison matrix with five columns, covering California's near-total ban (Bus. & Prof. Code 16600), New York's proposed legislation, Texas's refinement requirements, and concluding that California is most employee-friendly while Florida is most employer-friendly, with a recommendation to use jurisdiction-specific agreements rather than a one-size-fits-all approach.

Prompt 12: Contract Risk Analysis

```
Review the following contract provisions and identify legal and business risks:

Contract type: [TYPE, e.g., "Software Licensing Agreement"]
My client is the: [LICENSOR/LICENSEE/VENDOR/CUSTOMER]
Counterparty: [DESCRIPTION, e.g., "Fortune 500 enterprise customer"]

[PASTE CONTRACT TEXT OR KEY PROVISIONS]

For each identified risk:
| # | Provision/Section | Risk Description | Severity (Critical/High/Medium/Low) | Client
Impact | Recommended Revision | Market Standard? |
|---|------------------|------------------|--------------------------------------|--------
------|--------------------|-----------------|

Then provide:
1. **Deal-breaker provisions**: Issues that should block execution until resolved
2. **Negotiation priorities**: Rank the top 5 issues to push back on, with suggested
fallback positions
3. **Missing provisions**: Standard clauses that are absent and should be added
4. **Favorable provisions**: Clauses that are better than market standard (acknowledge
these to counterparty as goodwill)
5. **Plain-language summary**: 1-paragraph summary of what this contract actually commits
[CLIENT ROLE] to do

Focus on practical business impact, not just theoretical legal risk.
```

Example Output: A risk matrix identifying 12 issues across severity levels, flagging an uncapped indemnification clause and a unilateral IP assignment as deal-breakers, recommending a liability cap at 12 months' fees as a fallback position, and noting the absence of a force majeure clause.

Prompt 13: Legal Issue Spotter

```
My client is [CLIENT DESCRIPTION, e.g., "a Series A startup building a healthcare AI
platform that analyzes patient medical records to suggest diagnoses"].

They plan to:
[DESCRIBE THE BUSINESS ACTIVITY, PRODUCT LAUNCH, OR TRANSACTION IN DETAIL]

Acting as an experienced [PRACTICE AREA, e.g., "health tech / privacy"] attorney,
identify:

1. **Regulatory risks** (ranked by severity):
   - Applicable federal regulations
   - Applicable state regulations
   - Industry-specific requirements
2. **Litigation risks**:
   - Most likely plaintiff types and theories of liability
   - Class action exposure
   - Regulatory enforcement exposure
3. **Contractual risks**:
   - Key agreements needed before launch
   - Terms that must be in place to limit liability
4. **IP risks**:
   - Patent, trademark, copyright, or trade secret concerns
   - Open-source license compliance (if applicable)
5. **Data and privacy risks**:
   - Applicable privacy laws (HIPAA, CCPA, GDPR, etc.)
   - Data breach notification obligations
   - Consent and data processing requirements
6. **Corporate/structural risks**:
   - Entity structure concerns
   - Insurance needs
   - Board/investor approval requirements

For each risk, provide: severity rating, likelihood, recommended mitigation, and estimated
timeline to resolve.
```

Example Output: A comprehensive issue-spotting memo identifying HIPAA BAA requirements, FDA SaMD classification questions, state medical practice act concerns, a recommendation for HITRUST certification, and a prioritized 90-day remediation timeline with 18 identified risks across all categories.

Prompt 14: Legal Precedent Distinguisher

```
I need to distinguish the following case from my client's situation:

Opposing case: [CASE NAME AND CITATION, e.g., "Epic Systems Corp. v. Lewis, 584 U.S. 497 (2018)"]
Opposing argument: [HOW THE OTHER SIDE IS USING THIS CASE, e.g., "Defendant argues this case requires enforcement of the arbitration clause with class action waiver in the employment agreement"]

My client's facts:
- [FACT 1, e.g., "The arbitration clause was added via a unilateral handbook amendment, not a signed agreement"]
- [FACT 2, e.g., "Client was not provided with an opt-out period"]
- [FACT 3, e.g., "The claims involve state wage-and-hour violations with a specific statutory non-waiver provision"]

Provide:
1. **Case summary**: Brief summary of the cited case's holding and reasoning
2. **Factual distinctions**: How my client's facts differ materially from the cited case
3. **Legal distinctions**: Different legal standards, statutes, or doctrines that apply here
4. **Policy distinctions**: Different policy considerations at play
5. **Supporting authority**: Cases that support my client's position and undermine reliance on the cited case
6. **Rebuttal language**: 2-3 paragraphs of draft argument language distinguishing the case

All citations must be independently verified before use in any filing.
```

Example Output: A structured memo distinguishing Epic Systems by highlighting the unilateral modification issue (citing Sparks v. Vista Del Mar), the absence of opt-out rights, and the state non-waiver statute, with three paragraphs of polished argument language ready for adaptation into a brief.

Client Communication (7 prompts)

Prompt 15: Engagement Letter

```
Draft a client engagement letter for [FIRM NAME] to [CLIENT NAME] for representation in [MATTER DESCRIPTION, e.g., "defense of a breach of contract claim filed in the Southern District of New York"].

Include:
- **Scope of engagement**: Clearly define what is and is not covered. Specifically exclude [EXCLUDED MATTERS, e.g., "any counterclaims, appeals, or related regulatory proceedings unless separately engaged"]
- **Fee arrangement**: [HOURLY/FLAT FEE/CONTINGENCY/HYBRID] — [DETAILS, e.g., "Partner rate: $450/hr, Associate rate: $300/hr, Paralegal rate: $150/hr"]
- **Retainer**: [AMOUNT, e.g., "$10,000 evergreen retainer, replenished when balance falls below $2,500"]
- **Billing practices**: [FREQUENCY, e.g., "Monthly invoices, net-30, with detailed time entries"]
- **Expense policy**: [WHAT IS BILLABLE, e.g., "Filing fees, expert witnesses, travel over 50 miles; no markup on expenses"]
- **Communication expectations**: [RESPONSE TIME, e.g., "Non-urgent matters: 2 business days; urgent matters: same day"]
- **Client responsibilities**: cooperation, timely document production, truthful communication
- **Conflicts check**: Confirm completed or note pending
- **File retention**: [POLICY, e.g., "Files retained for 7 years post-matter, then destroyed with notice"]
- **Termination**: Either party may terminate with [NOTICE PERIOD]; outline obligations upon termination
- **Dispute resolution**: [FEE DISPUTES HANDLED VIA, e.g., "local bar association fee arbitration program"]

Tone: professional but warm. This is the start of a relationship.
```

Example Output: A 3-4 page engagement letter with a clear scope section, fee schedule table, retainer mechanics, and a termination clause — written in professional but approachable language that builds trust while setting firm boundaries.

Prompt 16: Case Status Update

```
Draft a client status update email for the following matter:

Client: [CLIENT NAME]
Matter: [CASE NAME/DESCRIPTION, e.g., "Smith v. ABC Corp — wrongful termination"]
Current phase: [PHASE, e.g., "Discovery — written discovery responses due in 3 weeks"]

Recent developments:
- [DEVELOPMENT 1, e.g., "Received defendant's responses to our first set of
interrogatories — several answers are evasive"]
- [DEVELOPMENT 2, e.g., "Judge granted our motion to compel production of personnel
files"]
- [DEVELOPMENT 3, e.g., "Deposition of defendant's HR director scheduled for March 15"]

Upcoming deadlines:
- [DEADLINE 1 WITH DATE]
- [DEADLINE 2 WITH DATE]

Action items requiring client input:
- [ACTION 1, e.g., "Review the attached interrogatory responses and flag any inaccuracies
you notice"]
- [ACTION 2, e.g., "Provide any additional documents related to the February 2024
performance review"]

Budget update: [CURRENT SPEND VS. ESTIMATE, e.g., "We've used approximately $18,000 of the
$30,000 estimated discovery budget"]

Write in plain English — avoid unnecessary legal jargon. The client is [SOPHISTICATION
LEVEL, e.g., "a business owner comfortable with legal concepts but not a lawyer"]. Be
transparent about risks and next steps.
```

Example Output: A clearly formatted email with a "Bottom Line" summary at the top, a "What Happened" section with plain-language explanations, a "What's Coming" timeline, specific action items with deadlines for the client, and a candid budget update noting the case is tracking within estimates.

Prompt 17: Billing Explanation Letter

```
Draft a professional letter explaining the billing for [MATTER DESCRIPTION] to [CLIENT NAME] who has [DESCRIBE THE CONCERN, e.g., "questioned why the total fees for the motion to dismiss exceeded the initial estimate by 40%"].

Context:
- Original estimate: [AMOUNT AND WHAT IT COVERED]
- Actual charges: [AMOUNT]
- Reason for variance: [EXPLAIN, e.g., "Opposing counsel filed an unexpectedly complex 45-page opposition brief requiring extensive reply briefing; client requested two additional strategy calls; the court ordered supplemental briefing on a new issue"]

Include:
1. **Acknowledgment**: Validate the client's concern without being defensive
2. **Breakdown**: Show what drove the additional costs with specific time entries or categories
3. **Value demonstration**: Highlight the results achieved and their significance
4. **Proactive measures**: Explain what we're doing to manage costs going forward
5. **Offer**: [CONCESSION IF APPROPRIATE, e.g., "We've written off 3 hours of internal research time" / "We'll cap the next phase at the estimate"]
6. **Going forward**: Commit to real-time budget alerts when spend approaches [PERCENTAGE] of estimate

Tone: empathetic, transparent, and focused on maintaining the relationship. Never defensive or dismissive.
```

Example Output: A warm but professional letter that opens by acknowledging the surprise, walks through a three-column breakdown (task / hours / explanation), highlights that the motion was granted saving the client from a trial, writes off $1,200 in research time as a goodwill gesture, and commits to proactive budget alerts at 75% of future estimates.

Prompt 18: Case Outcome Summary for Client

```
Draft a case outcome summary for [CLIENT NAME] regarding [CASE NAME/MATTER]:

Outcome: [RESULT, e.g., "Settlement reached for $185,000 — 92% of our initial demand"]

Summarize:
1. **Background**: How this matter started (2-3 sentences, client already knows the details)
2. **Key turning points**: The [2-3 PIVOTAL MOMENTS, e.g., "the deposition testimony from their former VP, the damaging emails produced in discovery, and the judge's ruling on our summary judgment motion"] that drove the outcome
3. **Result details**: Final terms in plain language — what the client gets, when, and any ongoing obligations
4. **What we avoided**: Quantify the risk that was mitigated (e.g., "The counterclaim sought $500K; it was dismissed entirely")
5. **Next steps**: [REMAINING ITEMS, e.g., "Sign the attached release, expect payment within 45 days, final invoice to follow"]
6. **Lessons / recommendations**: Any proactive steps to prevent similar issues (e.g., "We recommend updating your employee handbook's termination procedures")

Tone: Congratulatory if the outcome is favorable, empathetic and constructive if it's not. Always frame in terms of the client's goals.
```

Example Output: A one-page summary email with a congratulatory opening, a concise narrative of the three turning points that forced settlement, a clear breakdown of the $185K settlement terms and timeline, and a forward-looking recommendation to update the client's HR policies.

Prompt 19: Legal Concept Explainer for Non-Lawyers

```
Explain the following legal concept to my client in plain, non-technical language:

Concept: [LEGAL CONCEPT, e.g., "indemnification and hold harmless clauses in their commercial lease"]
Context: [WHY THE CLIENT NEEDS TO UNDERSTAND THIS, e.g., "A customer slipped in the parking lot and is suing. The landlord is demanding the tenant (my client) indemnify them under the lease."]
Client profile: [DESCRIPTION, e.g., "Small business owner, no legal background, anxious about the situation"]

Provide:
1. **The simple version**: Explain the concept in 2-3 sentences using an everyday analogy
2. **Why it matters right now**: Connect it directly to their situation
3. **What it means for them specifically**: Practical implications — what they may owe, what they should do, what their options are
4. **Common misconceptions**: Address [1-2 things clients typically misunderstand about this concept]
5. **Questions they should ask**: [2-3 questions they should be thinking about]

Rules: No Latin phrases unless the client will encounter them in documents (and if so, translate immediately). No hedging with "it depends" without explaining what it depends on. Be direct about bad news while providing a path forward.
```

Example Output: A client-friendly explanation using a "designated driver" analogy for indemnification, explaining that the lease clause means the client agreed to cover the landlord's costs in certain situations, clarifying that insurance may cover this, dispelling the myth that "hold harmless" means the client can't fight back, and suggesting the client pull their insurance policy and check for a duty-to-defend provision.

Prompt 20: Adverse Decision Client Notification

```
Draft a communication to [CLIENT NAME] regarding an unfavorable [RULING/DECISION/OUTCOME]
in [MATTER]:

What happened: [DESCRIBE THE ADVERSE OUTCOME, e.g., "The court denied our motion for
preliminary injunction, finding we did not demonstrate irreparable harm"]
Impact: [WHAT THIS MEANS PRACTICALLY, e.g., "The competitor can continue using the similar
branding during the pendency of the litigation"]

Structure the communication:
1. **Direct statement**: State the outcome clearly upfront — no burying the bad news
2. **Explanation**: Why the court/opposing party/agency reached this conclusion (be
honest, not spin)
3. **Context**: Place this in the broader case trajectory — is this a setback or a case-
changer?
4. **Options going forward**: Present [2-3 concrete paths, e.g., "1) Appeal the ruling
(timeline: X, cost: Y, odds: Z), 2) Proceed to trial on the merits with adjusted strategy,
3) Explore settlement from a recalibrated position"]
5. **Recommendation**: What you would advise and why
6. **Next deadline**: When the client needs to make a decision by
7. **Reassurance without false promises**: Acknowledge the disappointment while
maintaining credibility

Tone: honest, composed, and forward-looking. Never minimize a loss or overpromise a
recovery. The client's trust depends on candor.
```

Example Output: A measured email that opens with the denial, explains the court's reasoning about irreparable harm without blame-shifting, contextualizes it as a setback (not a loss on the merits), presents three options with estimated costs and success probabilities for each, recommends proceeding to trial with an adjusted damages focus, and notes the 30-day appeal deadline.

Prompt 21: Referral Introduction

```
Draft a professional referral communication for [CLIENT NAME] to [RECEIVING ATTORNEY/FIRM NAME], a specialist in [PRACTICE AREA, e.g., "immigration law — H-1B and employment-based green card petitions"].

Context:
- Why the referral: [REASON, e.g., "Client's employment dispute has surfaced an immigration status question outside my expertise"]
- Client's need: [SPECIFIC ISSUE, e.g., "Client's H-1B is sponsored by the employer they are in litigation with — need to assess visa portability options before proceeding with wrongful termination claim"]
- Urgency: [TIMELINE, e.g., "H-1B transfer needs to be filed within 60 days to maintain status"]
- Relationship: [YOUR RELATIONSHIP TO RECEIVING ATTORNEY, e.g., "We co-counseled on the Chen matter in 2023"]

Draft two communications:
1. **Attorney-to-attorney email**: Professional introduction, relevant background, specific ask, any conflicts to note, attached documents list
2. **Client notification**: Explain why a specialist is needed, reassure them about continuity of care, introduce the receiving attorney's qualifications, clarify how fees/billing will work, confirm you remain their primary counsel on [ORIGINAL MATTER]

Both should convey confidence in the referral and make the client feel supported, not handed off.
```

Example Output: Two polished emails — an attorney-to-attorney introduction that efficiently conveys the immigration timing issue with attached case summary, and a client-facing email that frames the referral as "bringing in the best specialist" rather than a handoff, with a clear explanation that the referring attorney remains on the original employment matter.

Legal Document Prep (7 prompts)

Prompt 22: Demand Letter

```
Draft a demand letter on behalf of [CLIENT NAME] to [RECIPIENT NAME/COMPANY] regarding [DISPUTE DESCRIPTION, e.g., "unpaid invoices totaling $47,500 for web development services delivered between January and April 2025"].

Key facts:
- [FACT 1, e.g., "Client delivered all contracted deliverables per the SOW dated December 15, 2024"]
- [FACT 2, e.g., "Recipient accepted and deployed the deliverables on their production website"]
- [FACT 3, e.g., "Three invoices remain unpaid despite two prior written reminders"]
- [FACT 4, e.g., "The contract provides for 1.5% monthly interest on late payments and recovery of attorneys' fees"]

Demand:
- Payment of [AMOUNT] within [TIMEFRAME, e.g., "15 business days"]
- [ADDITIONAL DEMANDS, e.g., "Accrued interest of $2,137.50"]
- [CONSEQUENCES, e.g., "If not resolved, we will file suit in [COURT] seeking the principal, interest, attorneys' fees, and costs"]

Tone: [FIRM BUT PROFESSIONAL / AGGRESSIVE / CONCILIATORY WITH BACKBONE]. This is the [FIRST/SECOND/FINAL] demand.

Include a clear deadline, a response mechanism, and a preservation-of-rights statement. Reference specific contract provisions and attach a payment summary. Do not make threats the client is unwilling to follow through on.
```

Example Output: A 2-page demand letter on firm letterhead format, citing specific contract sections and invoice numbers, calculating accrued interest, setting a 15-business-day deadline, providing wire transfer instructions, and closing with a firm but professional statement that litigation will follow if the matter is not resolved.

Prompt 23: Cease & Desist Letter

```
Draft a cease and desist letter from [CLIENT NAME / FIRM] to [RECIPIENT] regarding
[INFRINGEMENT TYPE, e.g., "unauthorized use of client's registered trademark 'NEXFLOW'
(Reg. No. 6,XXX,XXX) on recipient's competing SaaS product"].

Detail the infringement:
- [SPECIFIC INFRINGING ACTIVITY, e.g., "Recipient is using 'NexFlow Pro' as a product name
and domain (nexflowpro.com)"]
- [EVIDENCE, e.g., "Screenshots captured on [DATE], archived at [URL], product listed on
G2 and Capterra"]
- [CLIENT'S RIGHTS, e.g., "Client has held the registered trademark since 2021, with
continuous commercial use since 2019"]
- [HARM, e.g., "Customer confusion — three existing customers contacted client asking
about the competing product"]

Demands:
1. [DEMAND 1, e.g., "Immediately cease all use of 'NexFlow' or any confusingly similar
mark"]
2. [DEMAND 2, e.g., "Transfer the domain nexflowpro.com to client within 30 days"]
3. [DEMAND 3, e.g., "Provide an accounting of revenue generated under the infringing
mark"]
4. [DEMAND 4, e.g., "Confirm compliance in writing within 10 business days"]

Compliance deadline: [DATE]

Tone: [FIRM / ESCALATORY / MEASURED FIRST CONTACT]. Include a preservation-of-evidence
notice. Reference applicable law ([LANHAM ACT / STATE STATUTE / DMCA]). Leave the door
open for resolution without litigation if appropriate.
```

Example Output: A 3-page cease and desist citing the Lanham Act sections 32 and 43(a), attaching trademark registration documentation, presenting screenshots of the infringing use, demanding cessation within 10 business days, requesting domain transfer, and closing with a statement that the client prefers resolution but is prepared to seek injunctive relief and damages.

Prompt 24: Internal Legal Memorandum

```
Draft an internal legal memorandum analyzing the following issue:

To: [SUPERVISING ATTORNEY / PARTNER NAME]
From: [YOUR NAME]
Date: [DATE]
Re: [MATTER NAME] — [SPECIFIC ISSUE, e.g., "Whether Client's Non-Compete is Enforceable
Against Departing VP of Sales"]

QUESTION PRESENTED:
[FRAME THE LEGAL QUESTION, e.g., "Under Texas law, is a 2-year, nationwide non-compete
enforceable against a VP of Sales who signed the agreement at hire but received no
additional consideration, where the employee worked primarily with clients in 3 states?"]

BRIEF ANSWER:
[1-2 sentences previewing the conclusion]

FACTS:
[PROVIDE THE RELEVANT FACTS — be comprehensive but organized, e.g., "On March 1, 2023,
Client hired Jane Smith as VP of Sales. At hire, Smith signed an Employment Agreement
containing a non-compete provision restricting her from..."]

Analyze under the following framework:
1. **Applicable legal standard**: What test does [JURISDICTION] apply?
2. **Element-by-element analysis**: Apply each element to the client's facts
3. **Reasonableness**: Duration, geographic scope, and activity restrictions
4. **Consideration**: Is the consideration sufficient under [JURISDICTION] law?
5. **Blue pencil / reformation**: If overbroad, will the court narrow or void?
6. **Counterarguments**: What will the opposing side argue?
7. **Conclusion and recommendation**: Likelihood of enforcement (as a percentage range)
and recommended strategy

Use IRAC format. Cite controlling authority. Note any gaps in the facts that would change
the analysis.
```

Example Output: A 5-7 page memo in proper IRAC format analyzing enforceability under Texas Business & Commerce Code 15.50, concluding that the non-compete is likely enforceable as to duration (2 years is within Texas norms) but vulnerable on geographic scope (nationwide is overbroad for a 3-state territory), with a 60-70% likelihood of partial enforcement after judicial reformation.

Prompt 25: Discovery Request Set

```
Draft a [FIRST/SECOND] set of [INTERROGATORIES / REQUESTS FOR PRODUCTION / REQUESTS FOR
ADMISSION] to [OPPOSING PARTY NAME] in [CASE NAME, COURT, CASE NUMBER].

Claims at issue: [LIST THE CLAIMS, e.g., "Breach of contract (Count I), Fraudulent
inducement (Count II), Unjust enrichment (Count III)"]

Key areas to probe:
- [AREA 1, e.g., "Defendant's knowledge of the product defect prior to the sale"]
- [AREA 2, e.g., "All communications between defendant and third-party suppliers regarding
quality issues"]
- [AREA 3, e.g., "Defendant's calculation of damages in their counterclaim"]
- [AREA 4, e.g., "Authentication of key documents for summary judgment"]

Jurisdictional rules:
- Court: [COURT, e.g., "S.D.N.Y."]
- Interrogatory limit: [NUMBER, e.g., "25 including subparts per Fed. R. Civ. P. 33"]
- Applicable rules: [e.g., "Federal Rules of Civil Procedure, Local Rule 33.3"]

Draft [NUMBER] requests that:
1. Are precisely targeted — no fishing expeditions
2. Define key terms upfront in a definitions section
3. Include appropriate time periods and scope limitations
4. Anticipate objections and draft to minimize them (e.g., avoid "any and all"
overbreadth)
5. Build toward specific motions (identify which motion each request supports)
6. Include a meet-and-confer-friendly instruction block

Include standard instructions and definitions at the top per [JURISDICTION] practice.
```

Example Output: A 15-request set of interrogatories with a definitions section, instruction block citing the Federal Rules, precisely scoped questions targeting the defendant's pre-sale knowledge of defects (supporting summary judgment on Count II), with annotations noting which motion each interrogatory supports.

Prompt 26: Motion Brief Outline

```
Create a detailed outline for a [MOTION TYPE, e.g., "Motion for Summary Judgment"] in
[CASE NAME] filed in [COURT].

Movant: [PARTY, e.g., "Plaintiff XYZ Corp."]
Legal standard: [STANDARD, e.g., "Fed. R. Civ. P. 56 — no genuine dispute of material
fact"]

Arguments to make:
1. [ARGUMENT 1, e.g., "The undisputed facts establish all elements of breach of contract"]
2. [ARGUMENT 2, e.g., "Defendant's affirmative defense of waiver fails as a matter of
law"]
3. [ARGUMENT 3, e.g., "Damages are established by documentary evidence and require no
credibility determination"]

For each argument, provide:
- **Point heading**: A persuasive, substantive heading (not "Argument I" — use "The
Undisputed Record Establishes Defendant Breached Section 4.2 of the Agreement")
- **Legal framework**: Controlling standard with key citations
- **Undisputed facts**: Cite to specific evidence (use [CITE: description] placeholders)
- **Application**: Connect the facts to each legal element
- **Anticipate opposition**: What will the other side argue? Pre-empt it.
- **Conclusion on this point**: One sentence

Also outline:
- **Statement of Undisputed Material Facts**: List [NUMBER] proposed facts with evidence
citations
- **Procedural history**: Key dates
- **Relief requested**: Specific and complete

Follow [COURT]'s formatting requirements and page limits. Flag any facts where a genuine
dispute might exist.
```

Example Output: A 3-argument outline with persuasive point headings, a 25-statement undisputed facts section with evidence citation placeholders, pre-emptive responses to anticipated opposition arguments, and a note flagging one fact (the oral modification conversation) where the court may find a genuine dispute.

Prompt 27: Corporate Board Resolution

```
Draft a board resolution for [COMPANY NAME, ENTITY TYPE, STATE OF INCORPORATION]
authorizing the following corporate action:

Action: [DESCRIBE, e.g., "Approval of a Series A Preferred Stock financing, issuance of up
to 2,000,000 shares of Series A Preferred Stock at $5.00 per share"]

Details:
- [DETAIL 1, e.g., "Total raise: up to $10,000,000"]
- [DETAIL 2, e.g., "Lead investor: ABC Ventures"]
- [DETAIL 3, e.g., "Authorize CEO to execute the Stock Purchase Agreement, Investors'
Rights Agreement, and all ancillary documents"]
- [DETAIL 4, e.g., "Amend the Certificate of Incorporation to create the Series A class"]
- [DETAIL 5, e.g., "Approve the amended and restated Board composition: 2 founders, 1
investor, 2 independents"]

Include:
- Quorum confirmation and attendance list (use [DIRECTOR NAMES] placeholder)
- WHEREAS recitals establishing the business purpose and authority
- RESOLVED clauses — one per authorized action, precisely scoped
- Authorization for officers to execute documents and take "all actions necessary or
desirable"
- Ratification of any prior actions taken in furtherance
- Confirmation that this may be executed by written consent in lieu of meeting (if
permitted under [STATE] law)
- Secretary's certification block

Use the formal corporate resolution style. Each RESOLVED clause should be independently
operative.
```

Example Output: A formal board resolution with five WHEREAS recitals establishing the financing context, seven RESOLVED clauses covering share issuance, certificate amendment, document execution authority, board composition changes, option pool increase, officer authorization, and prior action ratification, followed by a secretary's certification.

Prompt 28: Settlement Agreement

```
Draft a settlement agreement and mutual release between [PARTY A NAME AND ENTITY] and
[PARTY B NAME AND ENTITY] to resolve [DISPUTE DESCRIPTION, e.g., "the claims and
counterclaims in Case No. 2025-CV-XXXX, filed in the District Court of [COUNTY],
[STATE]"].

Settlement terms:
- Payment: [AMOUNT, STRUCTURE, AND TIMING, e.g., "$185,000 paid in three installments:
$75,000 at signing, $60,000 at 90 days, $50,000 at 180 days"]
- Non-monetary terms: [e.g., "Party B will issue a neutral employment reference per the
agreed script attached as Exhibit A"]
- Dismissal: [WITH/WITHOUT PREJUDICE, e.g., "Joint stipulation of dismissal with prejudice
within 5 business days of first payment"]
- Confidentiality: [SCOPE, e.g., "Terms are confidential; parties may disclose to
attorneys, accountants, tax advisors, and as required by law or legal process"]
- Non-disparagement: [MUTUAL/ONE-WAY, SCOPE, e.g., "Mutual — applies to public statements,
social media, and employer review sites; does not restrict truthful testimony under oath"]
- Tax treatment: [e.g., "Payments reported on IRS Form 1099; each party responsible for
own tax obligations"]
- Default provisions: [CONSEQUENCES, e.g., "If Party A defaults on any installment, the
full remaining balance accelerates plus 10% penalty; Party B may enforce the settlement
agreement as a judgment"]
- Return of property: [IF APPLICABLE]
- Non-admission: This settlement is not an admission of liability

Include:
- Comprehensive mutual release language covering all known and unknown claims (include
[STATE]-specific waiver of unknown claims statutes, e.g., Cal. Civ. Code § 1542 waiver if
applicable)
- Representations that each party has had the opportunity to consult counsel
- Integration / entire agreement clause
- Counterparts and electronic signature clause
- Signature blocks for all parties and counsel

If payment is structured, include an installment schedule exhibit.
```

Example Output: A 6-8 page settlement agreement with defined terms, a three-installment payment schedule exhibit, mutual general release with a California Section 1542 waiver, confidentiality carve-outs for legally required disclosures, acceleration clause for default, a neutral reference script as Exhibit A, and signature blocks for parties and counsel.

> ***Reminder:*** *All outputs generated using these prompts are drafts. They must be reviewed, revised, and approved by a licensed attorney admitted to practice in the relevant jurisdiction.*

> *AI-generated legal content may contain inaccuracies, hallucinated citations, or provisions that are unenforceable in specific jurisdictions. Never file, send, or rely on AI-generated legal documents without thorough professional review.*
