

2024

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Tammy Pettinato Oltz

University of North Dakota School of Law

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Recommended Citation

Tammy Pettinato Oltz, *ChatGPT as a Law Teaching Assistant*, 1 J. Law Teaching & Learning 210 (2024).
Available at: <https://lawrepository.ualr.edu/lawteachingjournal/vol1/iss1/5>

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CHATGPT AS A LAW TEACHING ASSISTANT

Tammy Pettinato Oltz*

What if every law professor could have a personalized teaching assistant without any added cost to the law school? With the advent of AI-driven language-generation tools, this may soon be a possibility.

Currently, the most advanced AI-driven language-generation tool with widespread access is ChatGPT. Released in November 2022,¹ ChatGPT has already inspired a number of articles examining how it might affect legal education and the legal profession. For example, in one high-profile article, a group of law professors at the University of Minnesota described an experiment in which they included a set of ChatGPT-generated law school exam answers along with student-generated ones in the anonymous grading process. The professors found that ChatGPT received passing, albeit not stellar, grades.² In other experiments, ChatGPT was shown to be nearly able to pass the bar exam,³ able to co-author a law review article,⁴ and able to generate decent drafts of typical litigation documents.⁵

While much of the previous AI scholarship has focused on the potential impact on law students and legal professionals, this essay focuses on the potential impact on tasks associated with law teaching. Following a recent experiment, I conducted showing that ChatGPT could assist in common law professor administrative/teaching tasks like writing letters of recommendation or creating professional biographies,⁶ I decided to

* Assistant Dean for Law Library & Information Services and Assistant Professor of Law, University of North Dakota School of Law

¹ ChatGPT: *Optimizing Language Models for Dialogue*, OPENAI (Nov. 30, 2022), <https://openai.com/blog/chatgpt>.

² Jonathan H. Choi, Kristin E. Hickman, Amy Monahan, & Daniel Schwarcz, *ChatGPT Goes to Law School*, 71 J. LEGAL EDUC. 387, 388 (2022).

³ Michael J. Bommarito & Daniel M. Katz, *GPT Takes the Bar Exam* (Dec. 29, 2022), <http://dx.doi.org/10.2139/ssrn.4314839>.

⁴ ChatGPT, Open AI's Assistant and Andrew Perlman, *The Implications of ChatGPT for Legal Services and Society* (Dec. 5, 2022), <http://dx.doi.org/10.2139/ssrn.4294197>.

⁵ *Id.*

⁶ Tammy Pettinato Oltz, *ChatGPT, Professor of Law*, 2023 U. ILL. J. L. & TECH. & POL'Y. 207 (2023).

conduct another experiment focusing more directly on the potential for ChatGPT to assist law professors in teaching. I found that ChatGPT can provide a great deal of assistance to law teachers, such that it could accurately be called a teaching assistant.

Law teachers are under more pressure than ever to do more than simply lecture in the classroom. American Bar Association (ABA) standards require that law schools prepare students “for admission to the bar and for effective, ethical, and responsible participation as members of the legal profession.”⁷ Included in these requirements are explicit instructions that a law school “utilize both formative and summative assessment methods in its curriculum to measure and improve student learning and provide meaningful feedback to students.”⁸ For many years, legal education professionals have recognized that accomplishing this goal means re-thinking how the law is taught.⁹ As noted legal pedagogy expert Sophie Sparrow has written, law professors “need to ensure that students regularly do more than engage in our signature pedagogy, the case-dialogue approach...If we want our students and graduates to learn to be lawyers and add value to the practice of law, we need to incorporate lawyering skills throughout our doctrinal classrooms.”¹⁰

Few law professors would disagree with the ABA or Sparrow that legal education would be strengthened by the integration of more formative assessment and lawyering skills into traditional doctrinal courses. Yet, integrating such educational methods is not without obstacles. Some law professors have been out of practice for many years and no longer feel comfortable enough with their own practical skills to teach them to others.¹¹ Others may worry

⁷ AM. BAR ASS'N, ABA STANDARDS AND RULES OF PROCEDURE FOR APPROVAL OF LAW SCHOOLS, Standard 301(a) (2003).

⁸ AM. BAR ASS'N, ABA STANDARDS AND RULES OF PROCEDURE FOR APPROVAL OF LAW SCHOOLS, Standard 314 (2003).

⁹ See, e.g., E. Eugene Clark, *Legal Education and Professional Development: An Educational Continuum, Report of the Task Force on Law Schools and the Profession: Narrowing the Gap*, 1 LEGAL EDUC. REV., 201; William M. Sullivan et al., *Educating Lawyers: Preparation for the Practice of Law*, THE CARNEGIE FOUND. FOR THE ADV. OF TEACHING (2007).

¹⁰ Sophie Sparrow, *Introduction*, xxi (in Tammy Pettinato Oltz, ed. *Lawyering Skills in the Doctrinal Classroom* (2021)).

¹¹ See M.H. Hoeflich & Bill Skepnek, *Reflections of an Ethics Expert and a Lawyer Who Retains Him*, 44 HOFSTRA L. REV. 353, 358 (2015) (noting “It is the nature of current law school hiring practice that most law

about losing the ability to cover all of the doctrine they wish to cover. But one of the biggest obstacles is simply time. Integrating skills education, creating exercises, and providing other opportunities for formative assessment all take time. This time must come from somewhere, most likely from time spent on scholarship, and many law school professors are unable or unwilling to make this sacrifice, especially since incentives in the profession encourage one to spend more time on scholarship, not less.¹²

This essay describes the experiment I used to test my hypothesis that ChatGPT can assist in some teaching tasks, thereby freeing up law professor time for other types of work. I provide the results of the experiment, including the prompt used, the ChatGPT-generated response, and my analysis of how well ChatGPT did the work. Finally, I discuss the implications of this experiment for legal education as well as questions that remain.

I. The Experiment

To conduct the experiment, I chose to examine how ChatGPT did on three sample teaching-related tasks, directly related to providing formative assessment. The first two tasks involve problem creation: 1. Creating a legal research and writing assignment; and 2. Creating a contracts drafting problem, including a script for a video module and a sample answer. The third task involves one of the most time-consuming tasks in providing formative assessment: providing feedback on student work. For that part of the experiment, I ran student project proposals for a Law Practice Technology course through ChatGPT for suggestions on how students might begin their research. I then reviewed the outcomes provided by ChatGPT. To ensure the quality of the prompts I used as well as my review of their outcomes, I chose areas where I had personal expertise (legal research and writing and legal technology). In the area where I do not have personal expertise, Contracts, I consulted a colleague

professors have had very little actual experience of the full-time practice of law before entering the professoriate”).

¹² See Jeffrey L. Harrison & Amy R. Mashburn, *Citations, Justifications, and the Troubled State of Legal Scholarship: An Empirical Study*, 3 TEX. A&M L. REV. 45, 51-52 (2015) (arguing that scholarship is considered in the legal academy to be the most important work that most law professors do, even being elevated above teaching).

who does to help develop an idea to test and to evaluate the outcome.¹³

In the following section, I provide the prompts used for each of the teaching-related tasks, the result provided by ChatGPT, and my review of the results.

A. Using ChatGPT to Create a Legal Research and Writing Problem

One way in which law professors seek to integrate skills into legal education is by designing legal research and/or writing problems that allow students to analyze a fact pattern, research the law, and then apply the law to the facts. This may occur in either an independent legal research and writing course or as a shorter exercise in a doctrinal course. Thus, for the first part of this experiment, I asked ChatGPT to create a legal research and writing problem. I used two prompts: the first to design the overall assignment and the second to provide a mock client interview transcript to accompany it. I asked specifically for a negligence assignment because such assignments typically provide a good set of clear elements, suitable for use in teaching analysis to a beginning law student.

1. *Prompts and Responses*

PROMPT 1: Create a law school legal writing assignment that would require students to analyze a fact pattern in which possible negligence occurred, research the law, and write an objective memo communicating their results.

ChatGPT Response

Assignment Title: Memo on Negligence in a Slip and Fall Case
Fact Pattern:

You are an associate at a law firm, and your senior partner has assigned you to analyze a fact pattern in which possible negligence occurred. The fact pattern involves a client who slipped and fell in a grocery store. The client claims that she fell because the floor was wet and slippery, and that there were no warning signs or barriers to indicate the presence of a hazardous condition. The

¹³ Interview with Alexandra Sickler, Archie Unterseher Professor of L. & Rsch and Scholarly Activities Coordinator at the Univ. of N.D. Sch of L.

client suffered serious injuries as a result of the fall and has decided to sue the grocery store for negligence.

Research:

Your research for this memo should include the legal standards for proving negligence in a slip and fall case. You should also research the duty of care owed by a store owner to its customers, the duty to warn customers of dangerous conditions, and the duty to maintain a safe environment. You should also research case law from your jurisdiction that deals with slip and fall cases.

Objective:

In this assignment, you are to write an objective memo communicating your findings. Your memo should be addressed to your senior partner, and it should analyze the fact pattern and apply the legal standards you have researched. Your memo should identify any potential defenses the grocery store may raise and evaluate the strength of the client's case. You should also provide recommendations for how to proceed with the case, including any potential settlement negotiations or further investigation.

Instructions:

Your memo should be no more than 3 pages long, double-spaced, and typed in Times New Roman font size 12. The memo should be organized into the following sections:

1. Introduction: Briefly summarize the fact pattern and identify the legal issues that will be analyzed in the memo.
2. Analysis: Apply the legal standards you have researched to the fact pattern, and identify any potential defenses that the grocery store may raise. Evaluate the strength of the client's case.
3. Conclusion: Provide recommendations for how to proceed with the case, including any potential settlement negotiations or further investigation.
4. Citations: Include a list of any sources you have used in your research.

Grading Criteria:

Your memo will be graded on the following criteria:

1. Understanding of legal standards and case law relevant to the fact pattern
2. Clarity and organization of writing
3. Analysis and evaluation of the strength of the client's case

4. Quality of research and citation of sources
5. Professionalism and attention to detail

Note: This is a fictional fact pattern created for the purpose of a legal writing assignment. It is not intended to reflect an actual case or client.

PROMPT 2: Write a sample client intake interview transcript where an attorney interviews a client who claims that she fell at a grocery store because the floor was wet and slippery and also claims there were no warning signs or barriers to indicate the presence of a hazardous condition.

ChatGPT Response

Attorney: Good morning, thank you for coming in today. I am Attorney Jane Doe, and I would like to ask you some questions about the incident at the grocery store. Can you please state your name and address for the record?

Client: Yes, my name is Sarah Jones, and I live at 123 Main Street.

Attorney: Thank you, Sarah. Can you tell me what happened at the grocery store?

Client: Sure. I was shopping at the grocery store, and I slipped and fell on the floor. The floor was wet and slippery, and there were no warning signs or barriers to indicate the presence of a hazardous condition. I fell and injured my back and my wrist.

Attorney: Did anyone help you after you fell?

Client: Yes, someone from the store helped me up and called an ambulance. I went to the hospital and received medical treatment for my injuries.

Attorney: Did you report the incident to the store at the time?

Client: Yes, the person who helped me up asked me if I wanted to report the incident, and I said yes. They took my information and asked me to fill out a form.

Attorney: Do you have any witnesses who saw what happened?

Client: No, I don't think anyone saw me fall.

Attorney: Okay, Sarah, have you had any medical treatment since the incident?

Client: Yes, I have been seeing a chiropractor for my back, and I had to wear a cast on my wrist for a few weeks.

Attorney: Do you have any medical bills or other expenses related to your injuries?

Client: Yes, I have several medical bills, and I also had to take time off work, so I lost some income.

Attorney: Thank you, Sarah. Based on what you've told me, it sounds like you may have a claim against the grocery store for negligence. I would like to help you with your case. Would you like to proceed?

Client: Yes, I would like to proceed.

Attorney: Great. I will need to get some more information from you and investigate the incident further. I will also need to review your medical records and bills. Can you provide me with your contact information and the name and location of the grocery store?

Client: Yes, of course. Here's my phone number, and the grocery store is called Fresh Mart, and it's located on 5th Avenue.

Attorney: Thank you, Sarah. I will be in touch with you soon to discuss next steps.

2. Review of ChatGPT's Legal Research and Writing Problem

ChatGPT provided a surprisingly robust first draft of a legal research and writing assignment, including details, such as objectives and grading criteria, that are helpful to include in such an assignment but that I did not specifically think to ask for.

If I were to provide this assignment in a first-year legal research course, I would not so readily summarize the fact pattern for them. Instead, I would want them to develop the summary of the facts themselves. Thus, I followed up ChatGPT's initial assignment with a request for a sample attorney/client interview. The sample interview was very well done and reads much like one I might actually design myself.

That said, I would make a few changes to the interview if I were to assign this in real life. First, I would make the attorney do a bit more work to pull the information from the client; here, the client is readily offering important details in a way a client might not so easily do in real life.¹⁴ Additionally, I would not have the attorney immediately tell the client they have a case. Instead, the student would be expected to provide that answer after

¹⁴ See generally Linda F. Smith, *Client-Lawyer Talk: Lessons from Other Disciplines*, 13 CLINICAL L. REV. 505 (2006) (arguing that client interviews are interactive conversations rather than attorney-controlled endeavors).

researching and analyzing the law as it applied to the gathered facts.

Finally, if I were to assign this in a first-year legal research and writing course, I might complicate the facts a bit more depending on the jurisdiction in which I decided to set it. For example, perhaps instead of there being no warning sign, the sign might be partially hidden by a display. Or perhaps I would include an interview with a store clerk, who might reveal that the floor was wet due to a spill that had happened only moments before. These facts could help to provide more opportunities for either comparing or distinguishing other cases and more opportunity to argue both sides of the issue.

B. Using ChatGPT to Create a Contracts Drafting Problem and a Video Module Transcript

While virtually all law students will be exposed to litigation-related writing like the problem above in their first-year legal research and writing courses, it is much less common for them to be exposed to transactional drafting unless they opt to take a specialized course later in their legal educations.¹⁵ This is true even though a large number of attorneys practice in fields where transactional drafting is essential.¹⁶ Because of this, many scholars have advocated including more transactional drafting in first-year legal education.¹⁷

¹⁵ See, e.g., Lynnise Pantin, *Deals or No Deals: Integrating Transactional Skills in the First Year Curriculum*, 41 OHIO N.U. L. REV. 61, 63 (2014) (noting that “To the extent law schools are attempting to include lawyering skills in their first-year coursework, these programs are not including transactional skills teaching among those skills taught”).

¹⁶ David V. Snyder, *Closing the Deal in Contracts: Introducing Transactional Skills in the First Year*, 34 U. TOL. L. REV. 689 (2003).

¹⁷ See, e.g., Tina L. Stark, *Transactional Skills Education: Mandated by the ABA Standards*, 20 TRANSACTIONS: TENN. J. BUS. L. 693, 694 (2018); Lynnise Pantin, *Deals or No Deals: Integrating Transactional Skills in the First Year Curriculum*, 41 OHIO N.U.L. REV. 61, 62 (2014); Adam N. Eckart, *Teaching Transactions Skills in First-Year Doctrinal Courses (and Beyond)*, 209, 210 (in Tammy Pettinato Oltz, ed. *Lawyering Skills in the Doctrinal Classroom* (2021) (arguing that teaching transactional skills in the 1L year allows students to “gain greater skill development, learn legal doctrine with greater sophistication, and receive important perspective regarding potential careers and roles of lawyers in the marketplace.”)

One obvious way to include more transactional drafting would be to include a transactional drafting exercise in the first-year Contracts course. However, creating, teaching, and grading a problem takes time, and given the size of most first-year Contracts course, professors may feel they do not have the time to design and integrate such an exercise. So, in this part of the experiment, I wanted to determine if ChatGPT could potentially assist in teaching transactional drafting.

1. Prompts and Responses

After consulting with a colleague who teaches Contracts for ideas on an exercise that might work, I ran the following three prompts through ChatGPT: 1. A request for an exercise; 2. A request for a transcript for a video module to assist in teaching the exercise; and 3. A sample answer.

PROMPT 1: Draft a fact pattern and exercise for law students asking the students to negotiate and draft a non-compete agreement between the seller and buyer of a business in North Dakota.

ChatGPT Response

Fact Pattern:

ABC Corporation is a successful chain of coffee shops in North Dakota. The owner of ABC Corporation, Jane, has decided to sell her business to XYZ Corporation. XYZ Corporation, owned by Tom, has agreed to buy ABC Corporation for \$5 million. As part of the sale, Jane wants to ensure that her business's goodwill and customer base are protected, and she has requested that Tom sign a non-compete agreement.

Exercise:

You are a law student tasked with negotiating and drafting a non-compete agreement between Jane and Tom in the sale of ABC Corporation. In this exercise, you will take on the role of either Jane or Tom and negotiate the terms of the non-compete agreement with your counterpart. After negotiating the terms, you will draft a non-compete agreement that protects the interests of your client.

Instructions:

1. Choose to represent either Jane or Tom in the negotiation and drafting of the non-compete agreement.
2. Review the fact pattern and the relevant laws governing non-compete agreements in North Dakota.
3. Set a negotiation meeting with your counterpart to discuss the terms of the non-compete agreement.
4. During the negotiation, consider the following issues:
 - The duration of the non-compete agreement
 - The geographic scope of the non-compete agreement
 - The type of activities restricted by the non-compete agreement
 - The consideration provided for the non-compete agreement
 - Any exceptions or limitations to the non-compete agreement
5. Once you have reached an agreement with your counterpart, draft a non-compete agreement that reflects the terms of the negotiation. Be sure to include all necessary elements of a valid non-compete agreement, including consideration, reasonable restrictions, and protection of a legitimate business interest.
6. After drafting the non-compete agreement, review it with your counterpart to ensure that both parties agree to the terms.
7. Finally, reflect on the negotiation and drafting process and consider any lessons learned.

PROMPT 2: Write a script for a video module teaching law students how to draft a non-compete agreement between the seller and buyer of a business in North Dakota.

ChatGPT Response

Introduction: Hello and welcome to this video module on how to draft a non-compete agreement between the seller and buyer of a business in North Dakota. In this module, we will go over the key provisions that should be included in a non-compete agreement and provide you with tips on how to effectively draft one.

Part 1: Purpose of a Non-Compete Agreement: First, let's start with the purpose of a non-compete agreement. A non-compete agreement is a legal contract that restricts a seller from engaging

in competitive activities with the buyer after the sale of a business. The purpose of this agreement is to protect the interests of the buyer and prevent the seller from competing with the business they just sold.

Part 2: Key Provisions of a Non-Compete Agreement: Now let's review the key provisions that should be included in a non-compete agreement.

1. Definition of Competitive Business Activity: The non-compete agreement should clearly define what activities are considered competitive with the business sold to the buyer. This should include the type of products or services that are being sold, as well as the geographic area in which the seller is prohibited from competing.

2. Time Period: The non-compete agreement should specify the length of time the seller is restricted from engaging in competitive activities. This is usually a period of 1-2 years, but it can vary depending on the circumstances of the sale.

3. Confidentiality Clause: The non-compete agreement should include a confidentiality clause that prohibits the seller from disclosing any proprietary information or trade secrets to third parties. This is important to protect the interests of the buyer and prevent the seller from using the information to compete with the business.

4. Remedies for Breach: The non-compete agreement should specify the remedies available to the buyer in the event of a breach of the agreement. This may include injunctive relief, as well as monetary damages.

Part 3: Tips for Drafting a Non-Compete Agreement: Now that we have reviewed the key provisions of a non-compete agreement, let's go over some tips for drafting an effective agreement.

1. Use Clear and Concise Language: The non-compete agreement should be written in clear and concise language that is easy to understand. Avoid using legal jargon or complex terms that may confuse the parties.

2. Tailor the Agreement to the Specific Sale: The non-compete agreement should be tailored to the specific sale and the needs of the parties. This may include the type of business being sold, the geographic area of the sale, and the length of time the seller is restricted from competing.

3. Seek Legal Advice: If you are unsure about how to draft a non-compete agreement, it is always best to seek

legal advice from a licensed attorney. They can provide you with guidance and ensure that the agreement complies with North Dakota law.

Conclusion: In conclusion, a non-compete agreement is an important legal document that should be included in the sale of a business. By including the key provisions we have discussed and following the tips for drafting an effective agreement, you can ensure that the interests of both parties are protected. Thank you for watching this video module on how to draft a non-compete agreement in North Dakota.

PROMPT 3: Draft a non-compete agreement between the seller and buyer of a business in North Dakota

ChatGPT Response

NON-COMPETE AGREEMENT

This Non-Compete Agreement (the "Agreement") is made and entered into as of the date of the sale of the business (the "Effective Date"), by and between [Seller's Name], a resident of North Dakota, ("Seller") and [Buyer's Name], a resident of North Dakota, ("Buyer").

RECITALS

WHEREAS, Seller is selling the business assets of [Business Name] to Buyer;

WHEREAS, Seller has proprietary information, customer lists, trade secrets, and other confidential information regarding the business that will be sold to Buyer; and

WHEREAS, the parties desire to restrict the competitive activities of Seller in order to protect the goodwill and interests of Buyer.

AGREEMENT

In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Non-Competition Covenant.

(a) Seller agrees that for a period of [Insert time period, e.g., 2 years] after the Effective Date of this Agreement, he/she will not engage in any business activity that is competitive with the business sold to Buyer, within the geographic area of [Insert geographic area, e.g., the state of North Dakota], whether as an owner, employee, independent contractor, consultant, or in any other capacity.

(b) For the purposes of this Agreement, "competitive business activity" means any activity that is substantially similar to the business sold to Buyer, including the manufacture, distribution, marketing, or sale of any products or services that compete with the business sold to Buyer.

2. Confidential Information.

(a) Seller acknowledges that the business sold to Buyer includes proprietary information, customer lists, trade secrets, and other confidential information (collectively, "Confidential Information") that are valuable to Buyer and the disclosure of which would harm the business.

(b) Seller agrees that he/she will not use or disclose any Confidential Information to any third party, except as required by law, for a period of [Insert time period, e.g., 3 years] after the Effective Date of this Agreement.

3. Enforcement and Remedies.

(a) The parties agree that any breach of this Agreement by Seller would cause Buyer irreparable harm, for which money damages would be inadequate.

(b) Accordingly, the parties agree that in the event of a breach or threatened breach of this Agreement by Seller, Buyer shall be entitled to obtain injunctive relief, without the need to post a bond or other security, in addition to any other legal or equitable remedies available.

4. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the state of North Dakota.

5. Entire Agreement.

This Agreement represents the entire understanding between the parties and supersedes all prior negotiations, discussions, and agreements between them, whether written or oral.

6. Amendment.

This Agreement may not be amended or modified except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Non-Compete Agreement as of the date first written above.

SELLER: [Insert Seller's Name] BUYER: [Insert Buyer's Name]
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2. Review of ChatGPT's Transactional Drafting Exercise

Overall, the transactional drafting exercise prompts provided outstanding results. The assignment sheet for the exercise that ChatGPT created matched closely with an actual exercise my Contracts colleague provided to me and that she spent several hours researching and designing. ChatGPT was able to create this exercise in approximately 30 seconds. The ChatGPT exercise does contain a minor error: it states that the seller wants to protect her business's goodwill and customer base when, in reality, the purpose of such a non-compete agreement is to protect the buyer's interest in the goodwill and customer base of the business they are purchasing.¹⁸ Although the error is minor, its presence indicates that law professors should be cautious about using ChatGPT to create exercises in areas where they are not experts, lest they not catch such errors in an edit.

The video module script and sample answer also provide excellent starting points. Missing from both is more advanced detail on jurisdictional concerns. Instead, the provided work seems to be based on a more general template, even though I specifically asked ChatGPT for North Dakota-specific information. This is something that law professors will need to be on the lookout for in any ChatGPT-generated legal work. Thus far, the system seems to be good at identifying basic and routine legal concepts, but it struggles with finer details, such as minor differences in law from state-to-state.

C. Using ChatGPT to Comment on Student Project Proposals

The final teaching-related task I used ChatGPT for was commenting on student project proposals for my Law Practice Technology class. Unlike the other tasks in the experiment here, the feedback was not on a hypothetical scenario; instead, I used

¹⁸ See Certified Business Brokers, *The Non-Compete Agreement: A Negotiated Contract in a Business Sale Transaction*, <https://certifiedbb.com/the-non-compete-agreement-a-negotiated-contract-in-a-business-sale-transaction/> (last visited Sept. 1, 2023).

prompts based on the real project proposals submitted by my students and sent them with the exact comments that ChatGPT provided. I let my students know where the comments had come from and asked them to provide feedback on how helpful they were.

Students in my Law Practice Technology course choose a legal technology topic of interest and give a 15-20 minute PowerPoint presentation on it at the end of the semester. Initially, when I saw the comments that were generated, I was worried ChatGPT was providing the students with too much information. However, the feedback I received indicated students did not feel the same. Generally, they found the information helpful but easily obtainable through alternate means.

1. Prompts and Responses

One student chose to do a project on technology trends in legal marketing with a particular emphasis on Search Engine Optimization (SEO). For that project, I ran and received the following two prompts and responses:

PROMPT 1: What are some major technological trends in law firm marketing?

ChatGPT Response

Technology has had a major impact on the marketing strategies used by law firms. Here are some of the major technological trends in law firm marketing:

1. Digital advertising: Law firms are increasingly turning to digital advertising, such as online display and search ads, to reach potential clients.
2. Social media: Social media platforms, such as LinkedIn, Facebook, and Twitter, are becoming increasingly popular for law firms to build their brand and connect with potential clients.
3. Content marketing: Law firms are using content marketing strategies, such as blog posts and infographics, to provide valuable information to potential clients and establish their expertise in a particular area of law.
4. SEO optimization: Law firms are using search engine optimization (SEO) strategies to improve their visibility in search results and reach potential clients searching for legal services online.

5. Video marketing: Law firms are using video marketing, such as client testimonials and practice area overviews, to showcase their expertise and connect with potential clients in a more personal way.

6. Data analytics: Law firms are using data analytics to track the performance of their marketing campaigns and make informed decisions about where to allocate their marketing budgets.

These technological trends are helping law firms reach potential clients more effectively and efficiently, and they will likely continue to play an important role in law firm marketing in the future.

PROMPT 2: How are law firms using SEO to improve their marketing?

ChatGPT Response

Law firms are using search engine optimization (SEO) to improve their visibility in search results and reach potential clients searching for legal services online. Here are some of the ways law firms are using SEO optimization to improve their marketing:

1. Keyword research: Law firms are using keyword research to identify the terms and phrases that potential clients are using when searching for legal services online. They are then incorporating these keywords into their website content and meta tags to improve their search visibility.

2. Content optimization: Law firms are optimizing their website content for search engines by including relevant keywords, creating high-quality and relevant content, and structuring their content in a way that is easy for search engines to understand.

3. Backlink building: Law firms are building backlinks from high-authority websites to their own site to demonstrate to search engines the credibility and relevance of their site.

4. Local search optimization: Law firms are optimizing their online presence for local search by including their business name, address, and phone number (NAP) on their

website, and claiming and verifying their business on local directories and mapping services.

5. Mobile optimization: Law firms are ensuring that their websites are optimized for mobile devices, as a growing number of potential clients are using mobile devices to search for legal services.

By using these SEO optimization techniques, law firms can improve their visibility in search results and reach potential clients who are actively searching for legal services online.

2. Review of ChatGPT's Feedback on Student Project Proposals

When I saw this feedback, I thought it was extraordinary and worried I had unintentionally allowed ChatGPT to do the initial work for the student. However, after I passed it on to the student, he said, "My experience with ChatGPT on my research topic was pretty lukewarm. ChatGPT provided very surface level content that I likely would have found an article about online in about 20 seconds of googling. While that's still somewhat helpful because it compiled the info in one spot rather than me finding the right article on Google, it ideally would have provided more depth."¹⁹ So, this student saw the benefit of ChatGPT in compiling varied information in one place but felt, overall, he could have easily found the same information on his own nearly as quickly.

Other students viewed the ChatGPT comments more favorably. "Using this tool to bounce ideas off has been incredibly helpful in kickstarting my project research. It gives great starting points for research," one student said. They noted they also personally subscribe to the "plus" version and "it has significantly improved my efficiency and productivity across various projects."²⁰ Another student wrote, "ChatGPT seems to be such a great resource and makes writing easier."²¹

¹⁹ Email from anonymous student to Tammy Pettinato Oltz, Assistant Dean for L. Libr. & Info. Serv. (Feb. 17, 2023 at 10:20 a.m.) (on file with author).

²⁰ Email from anonymous student to Tammy Pettinato Oltz, Assistant Dean for L. Libr. & Info. Serv. (Feb. 16, 2023 at 10:58 a.m.) (on file with author).

²¹ Email from anonymous student to Tammy Pettinato Oltz, Assistant Dean for L. Libr. & Info. Serv. (Feb. 16, 2023 at 12:47 p.m.) (on file with author).

A few students shared some words of caution, though. One student worried that “it may cover our own learning deficiencies and [take] away our ability to critically think about our issues and the process to fill in gaps holistically.”²² I also spoke with another group of students about my project when presenting in a fellow faculty members’ class, and a student there was more blunt. When I asked what they would think if their professors regularly used ChatGPT to provide comments, the student responded, “I wouldn’t want to come to this school then. Why not just go to school online?”²³ This latter concern provided a good reminder that just because technology can do something doesn’t necessarily mean it is the best way to do it. The student was not worried about the accuracy of ChatGPT’s comments or how helpful they were but about the implication that a professor who uses it regularly for typical teaching tasks might not be as engaged as students expect.

II. Implications and Further Research

The results of this experiment indicate several implications for law professors who might seek to use AI-based language-generation tools in their teaching. On the positive side, tools like ChatGPT show great promise for increasing efficiency and productivity. The results on the legal research and writing exercise as well as the contract drafting exercise show great potential to drastically cut back the time law professors spend on creating formative assessments. Given that lack of time is one of the key obstacles preventing law professors from incorporating more formative assessment into their doctrinal courses, a tool that could cut back the time it takes to design and assess such exercises could help improve the learning in our classrooms.

Additionally, the experiment showed that ChatGPT is fairly good at generalized exercises of the type that doctrinal professors might want to incorporate into their classes. For example, while the legal research and writing problem might not be detailed or complex enough for a course fully dedicated to legal research and writing, it could be ideal as a writing exercise to help teach the concept of negligence in a Torts class.

On the other hand, the student reactions to the feedback provided by ChatGPT counsel in favor of caution when using the tool for teaching tasks that students traditionally expect to have a

²² *Id.*

²³ Focus Group with anonymous students in Professor Carolyn Williams’s Legal Research & Writing for Practice class (Feb. 22, 2023).

personal touch, such as comments on individual assignments. While a student may be used to a professor pulling an exercise from a book or other source and so not be bothered by having AI create the exercise instead, there seems to be a line as to when using ChatGPT is appropriate, and professors will need to navigate that line carefully. Already, academia has seen cases in which employees are punished for using ChatGPT in what are considered inappropriate circumstances, even when the individuals were open about their use.²⁴ More research is needed into the best uses cases for ChatGPT, not just from an accuracy standpoint, but from a rhetorical one.

Further, professors will need to be cautious that ChatGPT doesn't inadvertently inhibit their own creativity or that of their students. There is a risk that if the professor goes directly to ChatGPT before doing independent brainstorming, they will cut off some ideas that they might otherwise have had. This is also true for students, and, for this reason, I am unlikely to use ChatGPT to comment on something like project proposals again. ChatGPT might provide a good working list of ideas for a project, but if that list is accessed too early, it could suffocate nascent ideas that might have otherwise flourished with a bit more time and space to think before imprinting such a list.

Overall, ChatGPT shows tremendous potential for assisting law professors in their teaching. However, it is so new and unprecedented that its use should be approached with the utmost caution, transparency, and, most importantly, empathy for those who are expected to interact with its results.

²⁴ Sarah Powers, *Vanderbilt University staff apologizes after ChatGPT was used to write email about MSU shooting*, CBS DETROIT (Feb. 20, 2023, 1:36 PM), <https://www.cbsnews.com/detroit/news/vanderbilt-university-staff-apologizes-after-chatgpt-was-used-to-write-email-about-msu-shooting/> (A similar concern can be seen in the recently reported case of a Vanderbilt University Dean who was suspended for using ChatGPT to assist her in crafting an email about the mass shooting at MSU, even though it appears the Dean was open about her use).