

# Teaching AI to use plain language

BY MARK COONEY

A few years ago, I signed this lease guaranty to secure my daughter's college apartment:

In consideration for, and as an inducement to us in making the Lease to Resident, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you, as Guarantor, guarantee irrevocably, absolutely and unconditionally, to us and our successors and assigns, the full performance and prompt observance of all the agreements and conditions of the Lease and of any amendments, revisions or renewals of the Lease (and all documents that are a part of the Lease), including, but not limited to, the payment of Rent and other sums due under the Lease. You acknowledge that you have a relationship with the Resident and as a result of that relationship you will derive a substantial benefit from the making of the Lease to Resident. Once you sign this Guaranty it is your legal obligation to pay us sums due under the Lease. You hereby waive any legal defenses to this Guaranty based on notice of acceptance, presentment, demand, notice of protest, notice of dishonor or default, and notice of any changes, renewals or modifications. Unless we are seeking money from you for your payment responsibilities under this Guaranty, we do not have to provide any notices to you. You hereby waive each and every notice to which you or the Resident might be entitled to under the Lease, or otherwise, including, without limitation, notice of any breach of default by you or the Resident. Once any sums are due under the Lease we may collect them from you without making efforts to sue or otherwise try to collect such sums from the Resident. This is a guaranty of payment and performance and not of collection and your liability is primary and not second-

ary. You expressly waive any defenses based upon any applicable statute of limitations, failure of us to enforce the Lease against the Resident, any failure to give notice of default to the Resident or other notices due under the Lease and any duty to give you notice of facts about the Resident. We may, on one or more occasions, in our sole discretion, waive terms of the Lease, grant concessions or other indulgences to the Resident all without any notice to you or effect on your obligations to us. As used in this Guaranty, the term "you" shall also include all other persons claiming by, through or under you, including your heirs or personal representatives. You may not assign your obligations under this Guaranty to anyone else. Your liability under this Guaranty continues in full force and effect even if the Resident becomes incapacitated, disabled or bankrupt. You are not released from your guarantee obligations until we have been fully paid all sums due under the Lease. If we institute any legal proceedings against you to enforce this Guaranty and prevail in such action, you will be liable for the costs and expenses of such action incurred by us, including our reasonable attorneys' fees, in addition to any amounts awarded to us in such action. You consent to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within \_\_\_\_\_ County in the State of \_\_\_\_\_. Your signature below confirms that you have had the opportunity to read and understand this Guaranty and to consult legal counsel if you so desire.

Had I been acting on a client's behalf, I'd have dissected this snarl of legalese with care. But with only my own financial fate on the line (and already knowing what the document was meant to do), I decided against sacrificing my time — and my sanity — to review

this parody of legal excess. Instead, I just signed on the dotted line, as most college parents do, I suspect.

An attorney acting in bad faith might consider this a win: hardcore legalese intimidating another consumer into signing without careful reflection. But if you were acting in good faith and were saddled with using this form, how might you improve it to clearly communicate your meaning? The task would be cumbersome — and potentially costly for your client.

Enter artificial intelligence.

In a recent State Bar of Michigan podcast, lawyer and tech expert Nicole Black included “updating forms and creating documents” on her list of legal tasks for which generative AI will quickly prove its value.<sup>1</sup> Let’s give it a try.

## REVISION NO. 1 (TWO STEPS)

I used the most basic (free) version of ChatGPT to redraft our daunting lease guaranty.<sup>2</sup> My first instruction was to “redraft this contract clause so that it is better organized and uses plain language” — after which I copied and pasted the entire guaranty provision into the text window, as prompted.

ChatGPT’s initial redraft improved the original, but it was still fairly dense. So I followed up and asked ChatGPT to “add informative headings.” Below is the second version it produced, after my follow-up instruction. I’ve made no edits (other than bolding the title and headings).

### GUARANTY OF LEASE AGREEMENT

#### Consideration and Inducement

In consideration for making the Lease to Resident and for other good and valuable consideration, you, as Guarantor, guarantee the full performance and prompt observance of all the agreements and conditions of the Lease.

#### Guarantor’s Relationship with Resident

As Guarantor, you acknowledge that you have a relationship with the Resident and will derive a substantial benefit from the making of the Lease to Resident.

#### Guarantor’s Obligations

Once you sign this Guaranty, you are legally obligated to pay sums due under the Lease. Your liability is primary, and you may not assign your obligations under this Guaranty to anyone else.

#### Waiver of Legal Defenses

By signing this Guaranty, you waive your right to any legal defenses based on notice of acceptance, presentment, demand, notice of protest, notice of dishonor or default, and notice of any changes, renewals, or modifications.

#### Waiver of Notices

You waive your right to any notices regarding the Resident’s breach of the Lease or any other notices you or the Resident may be entitled to.

#### Collection from Guarantor

We can collect sums due under the Lease from you without trying to collect from the Resident first.

#### Waiver of Defenses

You expressly waive any defenses based upon any applicable statute of limitations, failure of us to enforce the Lease against the Resident, any failure to give notice of default to the Resident or other notices due under the Lease, and any duty to give you notice of facts about the Resident.

#### Waiver of Concessions to Resident

We may waive terms of the Lease, grant concessions or other indulgences to the Resident, all without any notice to you or effect on your obligations to us.

#### Continuing Liability

Your liability under this Guaranty continues even if the Resident becomes incapacitated, disabled, or bankrupt.

#### Legal Proceedings

If we need to take legal action to enforce this Guaranty and we prevail, you will be responsible for the costs and expenses incurred by us, including reasonable attorneys’ fees.

#### Consent to Jurisdiction and Venue

You consent to the jurisdiction and venue of any local or state court with subject matter jurisdiction and located within \_\_\_\_\_ County in the State of \_\_\_\_\_.

#### Confirmation of Understanding

By signing below, you confirm that you have read and understood this Guaranty and have had the opportunity to consult with legal counsel if you so desire.

This redraft still needs a lot of work. There are vestiges of legalese throughout, despite my request for plain language. For instance,

lay readers would surely question the meaning of “good and valuable consideration” and “subject matter jurisdiction.” They’d wonder about most of the “Waiver of Legal Defenses” clause. The redraft also needs better typography and more sophisticated division and classification of text. For example, some of the waiver clauses should probably be merged.

Still, what you see in the redrafted version is far more approachable than the original version. And it took seconds to do it.

I intentionally did *not* ask ChatGPT to add headings “and subheadings.” I was curious whether AI would figure out subdivision on its own. It didn’t. Another wave of instructions might’ve helped.

At this point, it’s helpful to remember the “chat” part of ChatGPT. Users should think of generative AI as a conversation as much as instruction. Tell ChatGPT what you’re up to. Tell it that you’re “trying to create a clear, reader-friendly legal form that laypeople can easily understand.” Let it know so it can tap into its data store and best serve your needs.

Let’s try again, using a more conversational (and persistent) approach.

## REVISION NO. 2 (FIVE STEPS)

For my second attempt to reimagine the dense guaranty form, I began by giving ChatGPT (still the free version) an overview of my project and purpose. Then, with each revision it generated, I followed up to ask for refinements.

This process ended up feeling a bit circular. As the language improved, I asked for better structure. But as I increased my typographical and organizational demands, the text began to revert to legalese. Again, I didn’t upgrade to the more sophisticated GPT-4, which might have produced better results.<sup>3</sup>

Below are my exact prompts to ChatGPT (in five rounds), along with quick notes about each iteration’s merits or shortcomings:

### First Prompt:

I am trying to create a legal form that is clear and easy for laypeople to read and understand. I’d like it to be organized with informative, helpful headings and subheadings. I do not want any legalese, only plain language that is easy to understand. This should be a helpful consumer document. Here is the original form that I want you to redraft. It is too confusing and repetitive. [Original provision inserted.]

**Second Prompt** (reacting to the initial revision, which had omitted headings):

This is much better, but can we add some helpful headings and subheadings so that a reader can easily navigate the document?

**Third Prompt** (reacting to the second revision, which looked quite good; perhaps I was getting a bit greedy here):

Can you indent new paragraphs and subheadings so that it doesn’t feel so boxy?

**Fourth Prompt** (reacting to the third revision, which had slipped back into heavy legalese):

This language is too complicated for a lay reader. Can you remove all legalese?

**Fifth Prompt** (reacting to the fourth revision, which was vastly improved but had omitted headings; my final prompt reflects my fear that a renewed request for headings might again cause the software to revert to legalese):

I like this plain language. Can you leave the text exactly like this but add some informative headings and, if helpful, subheadings?

The version you see below is what ChatGPT generated after my fifth and final prompt. I’ve bolded the headings and centered the title, and I’ve removed the word “heading” that appeared next to each heading. But I’ve changed nothing else. I still see possible edits, but again, compare this to the original version that started this article:

## GUARANTY AGREEMENT

### Purpose of Agreement

This agreement guarantees that you will be responsible for making sure that the resident pays rent and fulfills all other obligations under the lease agreement.

### Your Responsibilities

By signing this agreement, you agree to be responsible for any unpaid rent or other payments due under the lease agreement. You are also responsible for any other obligations or responsibilities of the resident under the lease agreement. This includes obligations such as maintaining the property, paying utilities, and any other obligations set forth in the lease agreement.

### Relationship with Resident

You are agreeing to these responsibilities because you have a relationship with the resident and will benefit from the lease agreement.

### Payment Obligations

If any payments become due under the lease agreement, we can collect them from you without first trying to collect them from the resident. Your liability is primary, not secondary.

### Release from Obligations

You are not released from your guarantee obligations until all payments due under the lease agreement have been paid in full.

### Review the Agreement

Please read this agreement carefully and make sure you understand it before you sign.

## THE END IS THE BEGINNING

The two redrafts you see here reflect what many lawyers and law professors have noted in recent months: AI-generated documents mark the beginning of the lawyering process, not the end. Whether creating a draft with ChatGPT or using a document from a form bank, lawyers must work carefully to make that draft their own — substantively, linguistically, and typographically. They must update, modify, rearrange, and check for substantive inaccuracies or omissions. Depending on document type, they must strive to create cohesion, enhance points of emphasis, and more.

For all the hoopla over AI technology, using it to reimagine existing legal forms will have a familiar feel to any practicing lawyer. Lawyers have always relied on preexisting drafts to get the ball rolling, whether created by predecessors, underlings, or the authors of trusted formbooks. Using AI is different but the same.

You've sensed by now that although I urge caution, my overriding message isn't cautionary. Just a few tries at drafting contracts or contract provisions with generative AI reveal its tremendous capac-

ity to help lawyers work more efficiently and, with careful use, produce first drafts that are more accessible than typical forms.

If our profession had a history of drafting and designing legal documents with readers in mind, AI's rapid rise might irk me. But alas, that isn't our profession's history.<sup>4</sup> And the human element will remain. Careful lawyers will apply their editorial skills, research, and substantive expertise while using their chosen AI platform to create drafts. And they'll continue to apply those skills when revising and refining AI drafts. In fact, in our new AI world, a lawyer's editorial care, skills, and savvy could even take on a heightened role.



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## ENDNOTES

1. *AI and ChatGPT's Impacts on the Legal Profession*, On Balance Podcast, available at <<https://www.michbar.org/pmrc/podcast>> [<https://perma.cc/6JDQ-7NF3>]. All websites cited in this article were accessed June 21, 2023.
2. *Introducing ChatGPT*, OpenAI (November 30, 2022) <<https://openai.com/blog/chatgpt>> [<https://perma.cc/X7C7-VKPK>].
3. *GPT-4 is Open AI's most advanced system, producing safer and more useful responses*, OpenAI <<https://openai.com/gpt-4>> [<https://perma.cc/7KH8-5VXB>].
4. Wydick & Sloan, *Plain English for Lawyers* (6th ed) (Durham: Carolina Academic Press, 2019), pp 3-4.

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