

## A.I. Note Takers in Corporate Meetings: Privilege, Discovery, and Governance Considerations

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### Introduction

A.I.-powered note takers have become increasingly common in corporate meetings, with executives, boards, and a broad range of employees utilizing tools that automatically transcribe and summarize conversations in real time.<sup>1</sup> While these tools offer clear productivity benefits, their use raises several legal considerations—including potential privilege waiver, expanded discovery exposure, and evidentiary risks—that corporate counsel, compliance teams, and governance professionals should evaluate.

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### Attorney-Client Privilege

A threshold consideration is whether the presence of an A.I. notetaker in a meeting involving legal advice could constitute a waiver of the attorney-client privilege. Because the A.I. companies that operate these tools may have access to transcript data under their terms of use, an opposing party could contend that use of an A.I. notetaker constitutes disclosure to a third party, thereby defeating the privilege.<sup>2</sup> Courts have not yet squarely addressed this question, but early decisions involving application of attorney-client privilege and/or attorney work product to A.I.-generated transcripts are trending in different directions. In February, Judge Jed S. Rakoff of the Southern District of New York held that transcripts generated by a party, on his own, through the public-facing Claude A.I. app were not privileged, reasoning that the user could have no expectation of privacy given the app's disclosures about model training and potential third-party data sharing.<sup>3</sup> More specifically, the court held that the defendant's self-directed A.I. communications discussing case strategy—though later shared with an attorney—were protected by neither attorney-client privilege nor work product.<sup>4</sup>

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<sup>1</sup> Lisa Bonos and Danielle Abril, No one likes meetings. They're sending their AI note takers instead, WASHINGTON POST (July 2, 2025), <https://www.washingtonpost.com/technology/2025/07/02/ai-note-takers-meetings-bots/>.

<sup>2</sup> *Weil v. Investment/Indicators, Research and Management, Inc.*, 647 F.2d 18, (9th Cir. 1981) (“[I]t has been widely held that voluntary disclosure of the content of a privileged attorney communication constitutes waiver of the privilege as to all other such communications on the same subject.”) (collecting cases).

<sup>3</sup> See *U.S. v. Heppner*, 2026 WL 436479 at \*1 (S.D.N.Y. Feb. 17, 2026).

<sup>4</sup> *Id.* at 2–4.

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By contrast, Judge Gershwin A. Drain in the Eastern District of Michigan declined to compel production of a *pro se* litigant's ChatGPT transcripts, rejecting the analogy to third-party disclosure.<sup>5</sup> In that case, the civil defendant issued both requests for production of documents and interrogatories to the plaintiff in connection with the plaintiff's A.I. usage in the lawsuit.<sup>6</sup> The court rejected a motion to compel responses to the discovery requests related to plaintiff's use of A.I. tools in connection with the lawsuit and held that the requests inappropriately sought the party's work product made in anticipation of litigation.

A third recent decision adds further texture. In *Morgan v. V2X, Inc.*, Magistrate Judge Braswell in the District of Colorado held that work product protections under Rule 26(b)(3) apply to a *pro se* plaintiff's use of A.I. in litigation, reasoning that "[a] reading of Rule 26(b)(3) that conditions work product protection over AI materials on the involvement of counsel finds no support in the rule's text and would further disadvantage unrepresented litigants."<sup>7</sup> Distinguishing *Heppner* on the ground that the *pro se* litigant acts simultaneously as party and advocate—eliminating the "gap" between party and attorney that informed Judge Rakoff's analysis in part—the court concluded that "AI interactions do not automatically compromise work product protections" and that routing information through a third-party A.I. system does not, without more, waive those protections.<sup>8</sup> Notably, the court drew on the Fourth Amendment's third-party doctrine<sup>9</sup> to observe that "the mere fact that information is held by a third-party intermediary, does not automatically extinguish a reasonable expectation of privacy in that information."<sup>10</sup> Although *Morgan* addressed work product rather than attorney-client privilege and involved a *pro se* plaintiff rather than a corporate meeting, its reasoning reinforces the emerging principle that the privilege and confidentiality analysis will turn on the specific circumstances and data practices, not simply the bare fact of A.I. involvement.

These decisions—though early and imperfectly analogous—provide some guidance as to how courts will view A.I.-generated meeting notes and whether those notes are protected.

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## Discovery and Evidentiary Risk

A.I.-generated transcripts also expand the universe of potentially discoverable material. Unlike curated meeting minutes, automated transcriptions capture virtually every remark and tangential comment, including statements later retracted or corrected. Those verbatim records may surface in litigation or government investigations to detrimental effect. Accuracy presents an additional concern: transcription errors may be difficult to identify or correct years after the fact, particularly once participants' recollections have faded. Sophisticated litigants and regulators may increasingly seek these records for precisely these reasons. Board meetings present particular governance sensitivities, as verbatim A.I. transcripts may preserve speculative, critical, preliminary, or offhand remarks that curated minutes would ordinarily omit in favor of contextualized summaries, potentially complicating fiduciary duty or securities litigation if such statements are later taken out of context.

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<sup>5</sup> *Warner v. Gilbarco, Inc.*, 2026 WL 373043, at \*4 (E.D. Mich. Feb. 10, 2026).

<sup>6</sup> *Id.*

<sup>7</sup> *Morgan v. V2X, Inc.*, 2026 WL 864223, at \*4 (D. Colo. Mar. 30, 2026).

<sup>8</sup> *Id.* at \*4–5.

<sup>9</sup> The third-party doctrine is a legal principle originating from the Supreme Court's decisions in *United States v. Miller*, 425 U.S. 435 (1976), and *Smith v. Maryland*, 442 U.S. 735 (1979), holding that individuals have no reasonable expectation of privacy in information voluntarily disclosed to third parties. In *Carpenter v. United States*, 585 U.S. 296 (2018), the Supreme Court limited the doctrine's application in the digital context, holding that the government's acquisition of historical cell-site location information from a wireless carrier was a Fourth Amendment search, notwithstanding the fact that the data was held by a third party.

<sup>10</sup> *Morgan*, 2026 WL 864223, at \*4.

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## Practical Considerations

The New York City Bar Association (the “NYCBA”) issued a formal opinion urging lawyers to assess whether recording and transcribing meetings is tactically advisable and requiring them to advise clients of the associated risks.<sup>11</sup> In Formal Opinion 2025-6, the NYCBA examines the ethical obligations of attorneys when A.I. tools are used to record, transcribe, and summarize conversations between clients and their attorneys. The opinion concludes that “clients must be notified, and their consent obtained, whenever their calls are being recorded by an AI-empowered system,” and that attorneys should assess whether recording serves the client’s interests given the attendant risks to confidentiality and privilege.<sup>12</sup> It further provides that attorneys should independently review any transcript or summary for accuracy before it is preserved, given that these materials may later be relied upon “sometimes even years later,” and that informal advice may take on greater weight once memorialized in writing.<sup>13</sup> Where a client chooses to use its own A.I. tool, the opinion directs attorneys to advise the client of the risks of loss of confidentiality and privilege.<sup>14</sup>

The opinion also addresses confidentiality under Rule 1.6, directing attorneys to evaluate the privacy and security safeguards of any A.I. tool—including where data is stored, whether it may be retrievable in discovery, and whether the provider uses it for model training—and to advise clients of the associated risks to confidentiality and privilege, particularly where the attorney does not control the client’s own A.I. tool.

Although the opinion is framed around the attorney-client conversation, many of the risks it highlights extend naturally to the corporate meeting context. If an A.I. notetaker’s vendor retains access to underlying recordings and transcript data, or uses it for training purposes, confidentiality and privilege concerns may apply. Organizations that deploy these tools across their operations may therefore wish to consider adopting policies that reflect the opinion’s core principles, including informed consent, tactical assessment of whether recording is appropriate in a given context, accuracy review of any preserved output, and due diligence on vendor data practices.

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## Conclusion

Though the law governing the utilization and outputs of A.I. notetakers remains unsettled, the risks are already beginning to emerge. Questions of privilege, discoverability, and the integrity of corporate records are real concerns that compliance and legal professionals should consider when evaluating the use of A.I. notetakers in meetings both with and without attorneys present. Organizations that proactively assess their use of these tools and incorporate company positions into applicable policies will be better positioned to preserve key protections as courts and regulators continue to define the boundaries.

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<sup>11</sup> New York City Bar Association Committee on Professional Ethics, Formal Opinion 2025-6: Ethical Issues Affecting Use of AI to Record, Transcribe, and Summarize Conversations with Clients, NYCBar.Org (Dec. 22, 2025), <https://www.nycbar.org/reports/formal-opinion-2025-6-ethical-issues-affecting-use-of-ai-to-record-transcribe-and-summarize-conversations-with-clients/>.

<sup>12</sup> *Id.* at 5.

<sup>13</sup> *Id.* at 6.

<sup>14</sup> *Id.* at 8.



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If you have any questions about the issues addressed in this alert, or if you would like a copy of any of the materials referenced in it, please do not hesitate to contact Frank J. Weigand (Partner) at 212-701-3890 or [fweigand@cahill.com](mailto:fweigand@cahill.com) or Louis Capizzi (Associate) at 212-701-3482 or [lcapizzi@cahill.com](mailto:lcapizzi@cahill.com).