

**JD WOODS LAW PLC**

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**SAMPLE PROTECTIVE ORDER LANGUAGE**

**FOR AI-ASSISTED DOCUMENT PROCESSING IN DISCOVERY**

The following provisions are offered as sample language that may be adapted for inclusion in stipulated protective orders or court orders governing the use of artificial intelligence tools in discovery. These provisions are designed to satisfy the requirements established in *Morgan v. V2X, Inc.*, No. 25-1991 (D. Colo. Mar. 30, 2026) and *Jeffries v. Harcros Chemicals, Inc.*, No. 25-2569-KHV-ADM (D. Kan. 2026).

**Note:** This document is provided for informational purposes. Counsel should adapt these provisions to the specific requirements of their jurisdiction, case, and applicable local rules. JD Woods Law PLC does not represent that these provisions will satisfy all courts in all circumstances.

**PROVISION A: GENERAL AI USE IN DISCOVERY**

The parties may use AI-assisted document review tools for discovery materials designated CONFIDENTIAL or higher, provided that such tools: (a) process all data exclusively on dedicated hardware under the physical control of the processing party or its designated vendor; (b) do not transmit any discovery material to any third-party server, cloud platform, or AI provider; (c) do not use any discovery material for model training, fine-tuning, or any purpose other than the specific document review task; and (d) are subject to secure destruction protocols upon completion of the engagement, with destruction certificates provided to all parties.

**PROVISION B: DESIGNATED AI PROCESSING VENDOR**

The parties designate JD Woods Law PLC as a qualified AI document processing vendor satisfying the requirements of this Order. Documents processed by JD Woods Law PLC shall be handled in accordance with the firm's Data Handling Certification, a copy of which is attached as Exhibit [X].

**PROVISION C: RESTRICTION ON ALL DISCOVERY MATERIALS  
(JEFFRIES STANDARD)**

No party shall use any publicly accessible, cloud-hosted, or consumer-grade AI tool to process, review, analyze, summarize, or otherwise interact with any

discovery material produced in this action, regardless of confidentiality designation. AI-assisted processing is permitted only through self-hosted systems that: (a) operate entirely on dedicated hardware under the physical control of the processing party or its designated vendor; (b) do not transmit any data to external servers; (c) do not incorporate any data into model training or weights; and (d) provide verified secure destruction upon engagement completion.

#### **PROVISION D: DOCUMENTATION AND VERIFICATION**

Any party or vendor using AI-assisted tools for discovery processing under this Order shall, upon request by any other party: (a) provide a sworn declaration or affidavit describing the technical architecture of the AI system, including hardware specifications, software and model identification, network configuration, and data handling procedures; (b) provide a Data Handling Certification for each engagement documenting that no data was transmitted externally, no model training occurred, and all data was encrypted at rest and in transit; and (c) provide a Secure Destruction Certificate upon completion of processing, documenting the destruction protocol, date, and file inventory.

#### **PROVISION E: CONSEQUENCES OF NON-COMPLIANCE**

Any use of AI tools in violation of the provisions of this Order shall constitute a breach of the Protective Order and may result in sanctions, including but not limited to: (a) exclusion of any work product generated through non-compliant AI processing; (b) monetary sanctions; (c) adverse inference instructions; and (d) such other relief as the Court deems appropriate.

Prepared by JD Woods Law PLC

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