

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
CIVIL ACTION
No. 2684CV00799-BLS2

EARL WADE SHEALY, JR. & another¹

vs.

SEASIDE INVESTMENTS, LLC & another²

**DECISION AND ORDER ON DEFENDANTS' MOTION TO COMPEL
UNREACTED COMMUNICATIONS AND FINANCIAL INFORMATION**

This case, involving alleged breaches of a Convertible Promissory Note (Note) and Loan and Note Purchase Agreement (Purchase Agreement) and the parties' competing requests for a declaration that the Note was or was not validly pre-paid or converted, has been given an expedited schedule with trial commencing July 13, 2026. Now before me is the Defendants' motion to compel (i) certain email communications between Earl Wade Shealy, Jr. (Shealy) and his romantic partner, Debbi Fields (Fields); and (ii) documents relating to Shealy's financial ability to pay off the Note at issue on the basis of relevance. After review, the Motion is **ALLOWED**.

DISCUSSION

I. Communications Between Shealy and Fields.

Plaintiffs redacted certain emails Shealy received from Fields which contained documents generated by use of ChatGPT.³ After Shealy received Defendants'

¹ 3rd Home Limited, Co.

² John Nahill

³ "ChatGPT is a generative artificial intelligence chatbot developed by OpenAI. Originally released in November 2022, the product uses large language models—specifically generative pre-trained transformers (GPTs)—to generate text, speech, and

Reservation of Rights Letter alleging default on the Note, Shealy emailed the letter, the Note, and the Purchase Agreement to Fields who uploaded them to ChatGPT – presumably after creating some sort of query or prompt. Based on the documents and the query, ChatGPT then generated a response letter and other documents which Fields emailed to Shealy. She was directed by Shealy. No attorney was involved in Fields’ use of ChatGPT. Fields testified she was just “like a Xerox” assisting with “providing a paperwork flow.” Plaintiffs argue that the ChatGPT documents were created in anticipation of litigation and qualify for work product protection. Plaintiffs’ argument is misplaced.

The attorney work product doctrine “protects (1) documents and tangible things, [prepared] (2) by or for another party or by or for that other party’s representative (including his attorney, consultant, surety, indemnitor, insurer, or agent), and (3) in anticipation of litigation or for trial” (quotations omitted). Attorney General v. Facebook, Inc., 487 Mass. 109, 126 (2021) (Facebook), quoting McCarthy v. Slade Assocs., Inc., 463 Mass. 181, 194 (2012). The central purpose of the attorney work product doctrine is “to enhance the vitality of an adversary system of litigation by insulating counsel’s work from intrusions, inferences, or borrowings by other parties as [counsel] prepares for the contest.” Ward v. Peabody, 380 Mass. 805, 817 (1980). See Commissioner of Revenue v. Comcast Corp., 453 Mass. 293, 311-312 (2009) (Comcast) (“purpose of the doctrine is to establish a zone of privacy for strategic litigation planning to prevent one party from piggybacking on the adversary’s preparation”) (internal quotations and alteration omitted).

There are two types of work product. Opinion work product consists of documents or material that convey the “mental impressions, conclusions, opinions, or

images in response to user prompts.” <https://en.wikipedia.org/wiki/ChatGPT> (last visited June 15, 2026).

legal theories of an attorney or other representative of a party concerning the litigation.” Facebook, 487 Mass. at 127, citing Mass. R. Civ. P. 26 (b) (3). Opinion work product “may be reflected in interviews, statements, memoranda, correspondence and in countless other tangible and intangible ways” and is “only discoverable in extreme circumstances[.]” Id. at 127, 131. Fact work product is all other work product and is discoverable if the party seeking disclosure “demonstrates a substantial need and undue hardship[.]” Id. at 131.

Here, there is no real dispute that Fields’ query of ChatGPT occurred when litigation was anticipated – at least by Shealy. The issue is whether the material produced by the AI program as a result of Fields’ prompts is protected by the work product doctrine. That issue turns on whether it was prepared by or for Plaintiffs’ “representative.”

I start with Fields.⁴ Plaintiffs do not cite any case in which a court has held that a party’s romantic partner is his or her “representative” such that documents prepared by that individual are protected by the work product doctrine. That is no surprise. As the Supreme Judicial Court has stated and as the Rules of Civil Procedure detail – the type of person whose documents and other material are protected by the work product doctrine (if prepared in anticipation of litigation) – are those like an “attorney, consultant, surety, indemnitor, insurer, or agent[.]” Facebook, 487 Mass. at 126; Mass. R. Civ. P. 26 (b) (3). Expanding the definition of one’s representative to a romantic partner with absolutely no substantive connection to the litigation or to Plaintiffs’ counsel does not “enhance the vitality of an adversary system” or insulate “counsel’s work from intrusions, inferences, or borrowings by other parties,” Ward, 380 Mass. at 817, or

⁴ ChatGPT is not mentioned in the Plaintiffs’ privilege log. Rather, the log describes the emails as “[d]raft letter from Wade Shealy to John Nahill regarding terms of Note and Purchase Agreement.” One could infer from the log itself that the drafts were prepared by Fields, although she has disclaimed same.

“establish a zone of privacy for strategic litigation planning” (citation omitted). Comcast, 453 Mass. at 311-312. Finding a romantic partner to be a party’s representative in these circumstances would instead expand the work product doctrine without meaningful limitation.⁵

I next consider whether the alleged “representative” could be ChatGPT itself. Plaintiffs rely on two cases in which courts have held that material prepared by ChatGPT and other Artificial Intelligence (AI) programs are subject to work product protection. Both of those cases are inapposite. In Morgan v. V2X, Inc., U.S. Dist. Ct., No. 25–CV–01991–SKC–MDB, at 2 (D. Colo. Mar. 30, 2026), the defendant asked the court to compel the *pro se* plaintiff to disclose the AI tools he was using so the defendant could ensure its confidential information was protected. The court ultimately did require disclosure of the AI tools the plaintiffs used. But the Court first addressed the extent to which work product protections apply to “a *pro se* litigant’s use of AI” Id. The court reiterated that the doctrine applies to *pro se* parties and their “mental impressions, opinions, and theories[.]” Id. at 3. Because a “*pro se* litigant is simultaneously the party and the advocate,” therefore, the court held that they can assert “work product protections in connection with . . . AI use.” Id. at 4. The court appeared to conclude that the prompts submitted by *pro se* litigants to AI programs are akin to an attorney’s notes and thoughts about a case, and using the system does not “compromise work product protections.” Id. at 5. Likewise, in Warner v. Gilbarco, Inc., 820 F. Supp. 3d 629, 636 (E.D. Mich. 2026), another federal trial court held that a *pro se* plaintiff’s “use of

⁵ Plaintiffs’ reliance on Comcast and Cahaly v. Benistar Prop. Exch. Trust Co., 85 Mass. App. Ct. 418 (2014) for the argument that the work product doctrine is not limited to counsel only goes so far. In Comcast, the representative was a tax professional hired by the party’s in house counsel, 453 Mass. at 315, and in Cahaly, the representative was a company employee, 85 Mass. App. Ct. at 425-426. Neither case addressed family or romantic partners, and neither included an argument that the individual was not a “representative” as understood for the protection of the work product doctrine.

third-party AI tools in connection with th[e] lawsuit” was not discoverable based on the work product doctrine.

Both of those cases rely heavily on the fact that the parties were *pro se* and using publicly available AI programs to assist them in crafting legal strategy and preparing documents. Indeed, the Morgan Court indicated particular concern for leveling the purported playing field between represented and non-represented parties and concluded allowing *pro se* litigants to use AI subject to the protections of the work product doctrine could do so. Morgan, U.S. Dist. Ct., No. 25–CV–01991–SKC–MDB, at 4 (“*pro se* litigants are forced to act as both party and advocate. . .[a]nd for the first time in history, widespread access to powerful technology may make that dual role surmountable”).

This case differs significantly. Plaintiffs are represented by sophisticated, capable counsel. Plaintiffs’ counsel had nothing to do with Shealy’s decision to ask his romantic partner to upload documents to ChatGPT and generate information and documents. It is more akin to United States v. Heppner, 820 F. Supp. 3d 292 (S.D.N.Y. 2026) in which the Court held that AI documents generated by a represented Defendant’s use of AI on his own “volition” “do not merit protection under the work product doctrine” because they were not prepared by or at the “behest” of counsel and did not reflect “counsel’s strategy” (quotations and citations omitted). Id. at 298.

I conclude, as a matter of first impression, that neither the queries of AI programs for legal assistance by a party’s romantic partner nor the AI output are protected from disclosure under the work product doctrine unless performed at the direction of counsel.⁶

⁶ I can discern no reason why a lawyer would make such a request of a non-party who serves no significant role with respect to the case.

Nor does the output from ChatGPT constitute opinion work product. AI is a tool not a person. Nothing about what ChatGPT produces discloses the “mental impressions, conclusions, opinions, or legal theories of an attorney or other representative of a party concerning the litigation.” Facebook, 487 Mass. at 127.

II. **Relevance of Documents Relating to Shealy’s Ability to Prepay the Note**

The motion to compel documents relating to Shealy’s financial ability to prepay the Note requires little additional discussion. Generally, the scope of discovery is broad. “Parties may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action, whether it relates to the claim or defense of the party seeking discovery or to the claim or defense of any other party” Mass. R. Civ. P. 26 (b) (1). It does not matter if the information sought “will be inadmissible at the trial if the information sought appears reasonably calculated to lead to the discovery of admissible evidence.” Id.

Here, Plaintiffs seek a declaration that “Mr. Shealy lawfully exercised his right to prepay the Note on July 31, 2025 or, alternatively, on August 14, 2025.” (Am. Compl. par. 70). Indeed, on August 14, 2025, Shealy, through counsel, asserted that he would pay the balance of the loan, with twenty percent interest, within five business days of receipt of wiring instructions. (Am. Compl. par. 44). Documents concerning Shealy’s financial condition when the Note was executed and when he offered to prepay the Note within five business days are certainly discoverable under Rule 26 and are not privileged. Shealy’s finances are relevant to his and Defendants’ claims at law and in equity.

I am not persuaded by Plaintiffs’ argument that the documents sought are not relevant because Shealy (i) admitted at deposition and via interrogatories that he did not have the financial ability to make said payment; (ii) informed Defendants that he and Fields agreed that she would loan him the money; and (iii) Fields has produced bank records showing she had the necessary funds. Plaintiffs’ document production

obligations under the Rules of Civil Procedure are not obviated or excused by testimony. Indeed, the existence or lack of such documents can be used to impeach said testimony.

ORDER

For the foregoing reasons, the Motion to Compel is **ALLOWED**. Within five business days, or **on or before June 23, 2026**, Plaintiffs shall produce:

1. Unredacted versions of the documents attached as Exhibits J-N to the Declaration of Andrew Bobbitt; and
2. All “Documents and Communications concerning any intention, attempt, plan, discussion, or effort by Shealy to prepay the Note, including Documents sufficient to show Shealy’s financial ability to prepay the Note at the time the Note was executed and each time Shealy purported or sought to exercise any right to do so.”

SO ORDERED:

Debra A. Squires-Lee
Justice of the Superior Court

June __, 2026