ACTIONABLE AI

*presents*

# AI Playbook

## for Florida Business and Corporate Law Firms

Representing Business Owners · A Practical Guide to Using AI Responsibly, Ethically, and Profitably

actionableai.net · Prepared by Greg Yates - Updated September 25, 2026

## Important Notice

This playbook is educational and informational. It is not legal advice, ethics counsel, or a substitute for consultation with The Florida Bar or qualified counsel on any specific matter or on your firm's own professional-responsibility obligations.

Nothing here creates an attorney-client relationship. Actionable AI is a consulting firm, not a law firm.

Business and corporate law moves. Florida's LLC Act (Chapter 605), Business Corporation Act (Chapter 607), and non-compete statute (§ 542.335) are amended periodically. The CHOICE Act took effect July 1, 2025. The Florida minimum wage reaches $15.00 per hour on September 30, 2026. The FTC's non-compete rule was formally removed from the Code of Federal Regulations in February 2026. Court AI-disclosure rules are evolving with the Florida Supreme Court's Opinion SC2026-0673 (eff. June 15, 2026) and individual judges issuing standing orders without notice. Every statute, deadline, dollar figure, and rule cited in this playbook is current as of the September 23, 2026 edition date and must be independently verified against a primary source before you rely on it in a client matter. *[Sources:* Fla. Stat. §448.110 (2026)*;* SC2026-0673*] [Sources:* Fla. Stat. §448.110 (2026)*;* Fla. Const. art. X, §24*]*

All sample policies, disclosures, letters, and prompts are starting points. Have a Florida-licensed attorney review them before adoption or use.

A note on numbers. Every figure here falls into one of three buckets, and the sentence around it identifies which: statutory amounts, deadlines, and case outcomes; third-party statistics that name their producer; or an Actionable AI working assumption that must be stress-tested against your firm's own rates, volumes,

and matter values rather than repeated as fact. Inline source references identify the primary authority for material legal claims; Appendix F collects the source links. Verify live sources before relying on anything in a client matter.

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## The Problem With Generic AI Advice

Here is what the AI influencers will not tell you: the generic AI advice flooding your inbox right now is calibrated for nobody. The AI evangelist with the LinkedIn following is selling the same playbook to a marketing agency in Austin, a SaaS company in Boulder, and a corporate firm in Tampa. The playbook does not know the difference.

It does not know that you practice under the Florida Rules of Professional Conduct. It does not know that the Florida Bar issued Ethics Opinion 24-1 with specific guidance for lawyers. It does not know that a redlined indemnification clause in an asset purchase agreement is not the same problem as drafting a social-media caption. It does not know that the CHOICE Act changed how Florida non-competes work for high earners starting July 1, 2025, or that the minimum wage your client must pay reaches $15 per hour in September 2026.

Generic AI advice produces generic results. In business and corporate practice, that means contracts that miss Florida-specific requirements, governance documents that conflict with current Chapter 605 or 607 defaults, non-competes that would not survive a Florida injunction hearing, employment arrangements that create wage-and-hour exposure, and citations that look authoritative but are invented. The cost of wrong is not embarrassment. It is malpractice exposure, Bar discipline, and a client who finds out the hard way that their non-compete is unenforceable or that their operating agreement has a deadlock provision nobody can execute.

### What This Playbook Does Differently

This playbook was built for the small Florida firm representing business owners, solos and firms with fewer than 25 lawyers handling transactional, governance, M&A, commercial litigation, employment, and commercial real estate work. Every recommendation has been pressure-tested against the Florida Rules of Professional Conduct, Florida Bar Ethics Opinion 24-1, current Florida statutes including the 2025 CHOICE Act, and the practical realities of running a small firm where the managing partner is also a billing attorney.

It answers three questions that matter:

1. What are the real ethics risks of using AI in this practice, and how do you build guardrails that hold?
2. Which specific tasks in a business and corporate workflow should you use AI for, and which ones are career-ending traps?
3. How do you implement this without shipping defective documents, blowing a transaction deadline, or opening your client's most sensitive business data to a tool that was never cleared for it?

No technology evangelism. No breathless predictions about how AI will transform the legal profession. No vendor promotions. Just the specific, Florida-grounded, practice-area-aware analysis a small business and corporate firm needs to make good decisions in 2026.

### The Actionable AI Philosophy

Tools serve lawyers. Not the other way around.

The business and corporate firm that benefits most from AI is not the one that adopts it fastest. It is the one that adopts it most carefully. It picks the right tools, builds the right governance, trains the right way, and uses each tool only where it actually delivers value.

Business and corporate practice is contract-dense, deadline-driven, and Bar-scrutinized. The clients are sophisticated operators who notice when their counsel sends sloppy work. The matters are document-heavy: NDAs, purchase agreements, operating agreements, leases, employment contracts, board resolutions, diligence packages. Transactions move fast and the margin for error is small. AI fits this practice, but only if you put it where it earns its keep and keep it out of the places where it ends careers.

**THE ACTIONABLE AI TEST**

Before you put any AI tool near a client matter, answer four questions:

1. Does the tool have a contractual no-training-on-your-data clause?
2. Where does client data go, and who can access it?
3. Can a lawyer verify the output before it reaches a client or a court?
4. Would you be comfortable if The Florida Bar, and the judge or counterparty on your matter, knew you used this tool for this purpose?

If you cannot answer all four confidently, the tool is not ready for client matters.

## Why Business and Corporate Practice Is Different

Every practice area has its own relationship with AI. Family lawyers worry about emotional data. Bankruptcy lawyers worry about deadlines. Litigators worry about hallucinated citations. Trusts and estates worry about Florida homestead. Business and corporate practice has its own pressure points, and they shape every recommendation in this playbook.

### Volume Velocity Is the Whole Job

A business and corporate practice is not running ten matters at a time. It is producing and reviewing instruments. NDAs, term sheets, purchase agreements, operating agreements, employment agreements, leases, board consents, opinion letters, produced at a pace that bills out in fifteen-minute increments and lives or dies on turnaround time. Closing schedules do not negotiate. A first-draft purchase agreement that takes three days instead of three hours costs the firm the next engagement.

That volume is exactly where AI delivers value. First-draft assembly, redline review against firm playbooks, clause comparison across a deal portfolio, definitional consistency checks across a 120-page agreement. These are pattern-recognition tasks at speed, which is what generative AI does well. The win is not replacing the lawyer. It is compressing the lower-leverage hours so the lawyer spends time on the things only a lawyer can do.

### The Data Is Sophisticated and Sensitive

Look at what is in a typical business and corporate matter: financial statements, cap tables, customer lists, supplier contracts, executive compensation, sealed litigation, in-process M&A, employment disputes, regulatory inquiries. Some of it is publicly filed; most is not. Some clients are public companies subject to Reg FD and selective-disclosure rules. Some are family-held businesses in the middle of a control fight. Some are private-equity portfolios on the eve of a sale process. All of it is information you cannot afford to leak.

That information is one careless AI prompt away from a confidentiality violation under Rule 4-1.6. The question is not whether AI is risky. Every tool is risky if used wrong. The question is which tools have the contractual data protection your firm needs, and how you train your team to use only those for client information.

### Defective Documents Are Catastrophic and Slow-Burning

Miss a deadline in litigation and you usually have options. Generate a defective merger agreement, operating agreement with a broken buy-sell, or non-compete that does not satisfy Florida § 542.335 and you may not. The defect surfaces six months or six years later, often in the middle of a transaction or a dispute, sometimes well after the malpractice clock has started running.

AI tools trained on national data routinely produce documents that miss Florida-specific requirements: non-competes that fail § 542.335's rebuttable-presumption durational standards or the CHOICE Act's requirements, LLC operating agreements that override Chapter 605 defaults without the required language, corporate resolutions that omit Chapter 607 formalities, employment agreements that carry the wrong Florida minimum wage. The model is fluent. The model is also confidently wrong on the particulars that matter for a Florida client.

**IMPORTANT**

No AI output is final. Every executable document gets attorney-level Florida-specific review before it leaves the firm.

State this clearly in your governance policy. Repeat it in every staff training. Build the verification step into the workflow so that skipping it requires an affirmative act, not just an oversight.

## Three Florida Statutes, a Moving Bar, and a Federal Layer

The 2026 baseline is Florida's revised business statutes. Chapter 605 (Revised LLC Act), Chapter 607 (Business Corporation Act), Chapter 617 (Not-for-Profit), § 542.335 (restrictive covenants) and the CHOICE Act, Fla. Stat. §§ 542.41–542.45 (Part II, Ch. 542, eff. July 1, 2025), and § 448.110 (Florida Minimum Wage Act, with the wage reaching $15.00/hr Sept. 30, 2026). On top of those sit federal regimes that touch every business matter: FLSA wage and hour, ADEA, ADA, Section 409A for deferred compensation, Section 1031 for like-kind exchanges, ERISA for employee benefit plans.

AI tools trained on general legal content have a weak grasp of Florida specifics. Default fiduciary duties under Chapter 605 differ from the corporate model in Chapter 607. The CHOICE Act created a new tier of non-compete enforcement, with a four-year maximum and mandatory preliminary injunction standards, that older models do not know about. The Florida minimum wage tracks the constitutional amendment, not the federal floor. Every model assertion about Florida statutory or regulatory practice needs verification against a current primary source.

## The Emerging Client Need: Proactive Risk Management

Working assumption for this playbook: many small Florida businesses defer front-end attention to employment agreements, data policies, insurance coverage, wage practices, and fee disclosures until a problem surfaces. Treat that as a client-interview hypothesis, not a measured market fact. The business owner who calls after a Department of Labor audit, an employee lawsuit, or a data breach may have spent far more than an annual checkup would have cost.

AI creates a real opportunity here. The same tools that compress contract drafting hours can power a structured, proactive legal risk assessment, one that identifies the exposure before it becomes a claim. The firm that packages this as a fixed-fee service has something a sophisticated client will pay for. The firm that waits for the call after the audit has only crisis management to offer.

## The Florida Ethics Reality

The Florida Rules of Professional Conduct were not written with AI in mind. They apply anyway. The good news: the framework is not complicated once you map it onto the actual ways AI gets used in a business and corporate practice. The bad news: ignoring the framework is the fastest way to end up in front of the Bar.

Florida Bar Ethics Opinion 24-1 addresses generative AI directly. Issued January 19, 2024, it is advisory rather than binding, but the underlying Rules are not, and it is required reading for any Florida lawyer using AI tools on client matters. Its conclusions align with the Rules and with ABA Formal Opinion 512 (July 2024), and they are not novel. They apply the existing rules to a new technology, but the application matters. Read the actual opinion at floridabar.org. The summary that follows is not a replacement.

### The Five Rules That Matter Most

#### RULE 4-1.1: COMPETENCE (AND TECHNOLOGICAL COMPETENCE)

The comment to Rule 4-1.1 requires keeping up with changes in the law and its practice, including the benefits and risks of relevant technology. For business and corporate practice in 2026, that is no longer aspirational. Sophisticated clients expect their counsel to know what AI can do, what it cannot do, and where in their matter it has been used.

Competence does not require power-user proficiency. It requires enough understanding to (a) decide whether AI is appropriate for a given task, (b) supervise its use within the firm, and (c) verify the output before it goes out the door. Florida Rule 6-10.3(b) requires three of the thirty CLE hours per cycle in approved technology programs. Multiple Bar-approved AI-focused CLEs satisfy that requirement.

> **ACTION ITEM**
>
> Within the next 90 days, every lawyer at the firm completes at least one CLE on generative AI in legal practice, and the firm documents the completion.
>
> This is the cheapest move that addresses the competence duty for the whole firm.

#### RULE 4-1.6: CONFIDENTIALITY OF INFORMATION

Business and corporate files contain some of the most commercially sensitive information a lawyer touches: financial models, term sheets, board materials, executive compensation, in-process transactions. Rule 4-1.6 prohibits revealing information relating to representation without informed consent. Before using any AI tool on client matters, verify its retention, sharing, self-learning, confidentiality, and security policies. Florida Bar Ethics Opinion 24-1 directs lawyers to research these specifics. Many consumer-tier AI tools reserve rights to use inputs for training or share data with third parties in ways inconsistent with Rule 4-1.6, but whether use of a specific tool constitutes a disclosure of confidential information under Rule 4-1.6 depends on that tool's actual terms. When disclosure of confidential information is involved, Ethics Opinion 24-1 recommends obtaining informed client consent.

The practical bright line, which is a firm governance standard rather than a Bar rule: enterprise AI tools with signed Data Processing Agreements for client-specific business and corporate work, free consumer tools only for hypothetical research and tasks that involve no client identifiers, facts, or work product. Opinion

24-1 does not draw an enterprise-tier or DPA line. It requires you to understand a tool's actual terms. The DPA standard is how you operationalize that duty in a way you can document and defend.

> **IMPORTANT**
>
> No AI tool is approved for client information without a written contract that includes (1) a no-training-on-customer-data clause, (2) defined retention with deletion on demand, and (3) breach notification obligations.
>
> If your firm cannot get all three from a vendor, the tool is not approved.

### RULE 4-5.3: SUPERVISION OF NONLAWYER ASSISTANCE

Florida Bar guidance has applied the supervision principle to AI tools: you are responsible for AI output the same way you are responsible for work product from a nonlawyer assistant. The model is your junior associate. Treat it like one. That means written policies, training, verification gates, and documented supervision.

In a small business and corporate firm, the volume pressure creates the specific risk. A partner reviews a redline, sees five clean defined-term cross-references and one citation that looks right, and signs off. Six months later, the citation is invented, the defined term was inconsistent in two places the partner did not catch, and the deal has closed. The supervision lapse is not the model's fault. It is the firm's.

> **NOTE**
>
> If a Bar grievance arrived tomorrow about AI-generated work product on a current matter, what could you show them?
>
> If the honest answer is 'nothing in writing,' your supervision program has work to do.

### RULE 4-3.3: CANDOR TOWARD THE TRIBUNAL

AI tools hallucinate case citations and statutory provisions. This is not a bug that will eventually be fixed. It is an inherent feature of how language models work. They predict plausible text, not verified text. A confident-sounding paragraph citing a 2022 Fourth DCA case may be entirely fabricated.

Florida has its own recent example. In Capital Standard, LLC v. U.S. Bank National Association, No. 2D2024-1392, 2026 WL 2450571 (Fla. 2d DCA Aug. 21, 2026), the court fined counsel, held him personally liable for the opposing party's appellate fees, and referred him to the Florida Bar after 46 fabricated or unsupported citations appeared across two briefs. Counsel never apologized, claiming only that he had set up unspecified processes to prevent it happening again. 'The AI made it up' is not a defense.

> **IMPORTANT**
>
> No AI-generated case citation appears in any document, whether a brief, memo, letter, or internal note, that has not been independently verified against Westlaw, Lexis, or an official court database by a real lawyer.
>
> Print it. Put it on the wall. Make it absolute.

### RULE 4-1.5: REASONABLE FEES

This rule creates a unique pressure in business and corporate practice. If AI compresses a six-hour contract review to ninety minutes, you cannot ethically bill the client for the six hours. Ethics Opinion 24-1 is explicit on this, and ABA Formal Opinion 512 (July 2024) reaches the same conclusion. The fee must reflect the work actually performed. Understand who is reading the number. Sophisticated business clients increasingly run outside-counsel billing guidelines, e-billing platforms that reject non-conforming line items, and periodic bill audits. The client who asks why a first-draft NDA still bills at two hours is not making conversation. They are testing whether you have adjusted. *[Sources:* Florida Bar Opinion 24-1*]*

Flat fee, value-based, and blended-rate arrangements handle this cleanly, and most small business firms already use flat fees for routine entity formations, NDAs, and standard transactions. The firms that get into trouble are the ones running an AI-accelerated practice on a traditional hourly billing model and hoping nobody notices.

> **NOTE**
>
> Before sending an invoice on an AI-assisted matter, ask: would you be comfortable explaining to this client exactly how the work was done, how long it actually took, and why the fee is what it is?
>
> If not, the fee is wrong.

## Other Rules That Touch This Work

— **Rule 4-1.4 (Communication):** If AI is materially involved in strategy, drafting, or review of significant work product, clients should generally know in advance, typically through engagement-letter disclosure.

— **Rule 4-5.1 (Partner and Supervisory Responsibilities):** Partners own the supervision burden. An unsupervised junior using an unapproved tool on a client matter is a Rule 4-5.1 problem for the partner.

— **Rule 4-7 (Lawyer Advertising):** 'AI-powered' marketing claims must be substantiated. Florida's advertising rules are stricter than most states.

— **Rule 4-1.18 (Prospective Clients):** AI-driven intake tools can create duties to people who never become clients. Conflict checks, confidentiality protections, and intake disclosures still apply.

Section 934.03: Florida generally requires prior consent of all parties before a recording or transcription tool intercepts an oral communication. The statute does not itself prescribe an 'on-the-record' format. As a firm operating practice, document consent before the meeting or when the tool joins, and confirm the facts and any applicable exception before relying on this summary. *[Sources:* Fla. Stat. §934.03 (2026)*]*

## The Courts Are Writing Their Own Rules, Right Now

The Florida Supreme Court issued Opinion SC2026-0673 on May 28, 2026, effective June 15, 2026. It amended Rule of General Practice and Judicial Administration 2.515(d)(2): the attorney or party signing any document must represent that cited legal authorities 'exist and are accurately cited.' The rule reaches attorneys and self-represented parties. Authorized sanctions include reprimand, contempt, stricken documents, dismissal, costs, and attorney's fees. *[Sources:* SC2026-0673*]*

**KEY FINDING**

Opinion SC2026-0673 applies to Florida state courts only. It does NOT govern federal courts. Florida has three federal judicial districts — Northern, Middle, and Southern — and none of them is bound by a state Supreme Court rule.

For any federal filing, check the assigned judge's current standing orders. Federal judges in the Northern, Middle, and Southern Districts of Florida (N.D., M.D., and S.D. Fla.) have issued their own AI-related standing orders; coverage is uneven, varies judge to judge, and changes without notice.

When in doubt on any filing, state or federal, disclose.

Prior Florida circuit-level AI disclosure and certification orders addressed by AOSC26-12 are replaced by the statewide Rule 2.515(d)(2) framework. AOSC26-12 applies to Florida's state court system; it does not govern federal courts or bankruptcy courts. For a pending matter, check the docket and the applicable forum-specific order before relying on this summary. *[Sources:* AOSC26-12*;* SC2026-0673*]*

**ACTION ITEM**

1. Florida state courts: SC2026-0673 and Rule 2.515(d)(2) require a certification that cited legal authorities exist and are accurately cited. This is a citation-accuracy certification, not a requirement to disclose AI use. Add AI-use disclosure only if a valid separate rule or order independently requires it, or you choose to do so. Federal courts: check the assigned judge's current standing orders before every filing.

2. Have you independently verified every cited authority exists and stands for the proposition cited?

3. Have you documented your verification in the matter file?

4. If you used AI in drafting, does your certification accurately describe what you did?

# The Emerging Issue Most Business and Corporate Firms Are Missing

## The Florida SMB Legal Risk Checkup

Most small Florida businesses get lawyered at formation and then at crisis. The operating agreement is drafted, the entity is formed, and the next call comes when the Department of Labor shows up, an employee files a charge, a data breach hits, or a key employee walks out the door with a client list. By then the exposure has been accumulating for years.

The business owner who calls after the audit spent far more than they would have spent on a structured annual checkup. The law firm that positioned itself as a proactive risk advisor, not just a crisis responder, has a more durable client relationship and a recurring revenue stream that flat-fee crisis work does not produce.

AI makes this practical at scale. The same tools that compress contract review hours can power a structured client risk assessment across five exposure areas that Florida SMB owners regularly get wrong. Package it as a fixed-fee Florida SMB Legal Risk Checkup. Deliver it in two to three hours of attorney time. Charge accordingly.

## The Five Exposure Areas

### 1. EMPLOYMENT AGREEMENTS AND NON-COMPETE COMPLIANCE

The CHOICE Act, codified at Fla. Stat. §§542.41–542.45 (Part II, Ch. 542), created two new instruments for covered employees. A covered employee is an employee or individual contractor whose salary is, or is reasonably expected to be, greater than twice the annual mean wage of the relevant Florida county where the covered employer has its principal place of business, or the employee's county of residence if the employer's principal place of business is not in Florida. Section 542.43 defines annual mean wage by reference to the most recent DOL/BLS calculation and defines salary to include base compensation and the fair market value of any benefit other than cash. It excludes health care benefits, severance, retirement benefits, expense reimbursement, distributions not treated as compensation for personal services, discretionary incentives or awards, and anticipated but indeterminable compensation including tips, bonuses, or commissions. Do not use a fixed county-dollar example without a dated source. Licensed healthcare practitioners are excluded. *[Sources:* Fla. Stat. §542.43 (2026)*]*

The two instruments are the covered non-compete agreement and the covered garden leave agreement. Non-competes run up to four years. Garden leave lets an employer keep a departing employee on payroll through a notice period of up to four years, and any non-working portion of that notice period reduces the non-compete day for day. For a covered agreement that satisfies the statutory conditions, the Act sets out a mandatory preliminary-injunction framework on application. The court may modify or dissolve the injunction only on the specific clear-and-convincing showings listed in §§542.44 and 542.45. Confirm that the agreement qualifies as a covered agreement and that the statutory drafting, notice, consideration, and applicability requirements are satisfied. *[Sources:* Fla. Stat. §542.44 (2026)*;* Fla. Stat. §542.45 (2026)*]*

What that means for your clients: agreements that were drafted before July 1, 2025 are governed by the prior § 542.335 framework. New agreements with high earners that are not CHOICE Act-compliant, particularly missing the required written notice of the right to seek counsel, or the seven-day advance notice before the applicable offer expires (seven days before a prospective employee's offer of

employment expires, or seven days before a current employee's offer to enter into the agreement expires), may not qualify for CHOICE Act benefits. The employer who drafted the agreement on a template without legal review is relying on protections they may not have. *[Sources:* Fla. Stat. §542.45 (2026)*]*

The FTC non-compete rule, which would have banned most employee non-competes, was set aside by the Northern District of Texas in Ryan LLC v. FTC in August 2024. The Commission voted in September 2025 to dismiss its appeals and accede to the vacatur, and formally removed 16 C.F.R. Part 910 from the Code of Federal Regulations on February 12, 2026. Florida non-compete enforceability primarily turns on Florida state law. The nationwide FTC rule is gone, but the FTC retained case-by-case non-compete enforcement authority in 2026, and federal antitrust risk may still apply in appropriate cases. Actionable AI working assumption: some clients may have paused updates to their non-compete programs. Treat that as a client-interview hypothesis unless supported by client data; do not state that a measured backlog exists without evidence. *[Sources:* Fla. Stat. §542.335 (2026)*;* FTC Federal Register notice*]*

**AI USE IN NON-COMPETE REVIEW**

AI drafting tools can generate non-compete and non-solicit language efficiently. They cannot reliably flag whether a specific agreement satisfies current § 542.335 requirements or whether the employee's compensation puts them in CHOICE Act territory.

Build the CHOICE Act threshold check (§§ 542.41–542.45) and § 542.335 rebuttable-presumption verification into your review workflow as non-delegable attorney steps.

## 2. WAGE AND HOUR COMPLIANCE

Florida's minimum wage reached $14.00 per hour on September 30, 2025. It rises to $15.00 per hour on September 30, 2026, the final step in the schedule established by Art. X, § 24 of the Florida Constitution. After 2026, the wage adjusts annually for inflation. The tipped minimum wage reaches $11.98 per hour on September 30, 2026.

The practical problem: many small Florida businesses set pay structures at formation or last updated them two years ago. The employee who was paid 50 cents above the then-minimum wage may be below the current minimum today. The tipped employee structure that worked under the prior rate schedule may need adjustment. And Florida's minimum wage enforcement under Fla. Stat. § 448.110 requires an employee to serve written pre-suit notice identifying the wage claimed, the dates and hours at issue, and the total alleged unpaid wages. The employer then has 15 calendar days to pay or resolve the claim. That window is the single best exposure-reduction opportunity in the statute, and most employers waste it because nobody recognizes the letter for what it is.

On the federal side, the Department of Labor proposed to rescind its 2024 independent-contractor rule on February 26, 2026. Field Assistance Bulletin 2025-1 states that WHD will not apply the 2024 rule in current enforcement matters, but the bulletin does not itself change the regulation. As of the date this playbook is finalized, verify the formal status of the rulemaking and relevant litigation before describing the rule's effect in private litigation. Clients who restructured their workforce around the 2024 rule should have their arrangements reviewed with both enforcement and private-litigation risk in mind. *[Sources:* DOL FAB 2025-1*;* DOL 2026 rulemaking*]*

**ACTION ITEM**

For any client with employees: verify current pay against the Sept. 30, 2025 rate ($14.00/hr) and flag for adjustment before Sept. 30, 2026 ($15.00/hr).

For any client with tipped employees: verify tip credit structure against Florida law under § 448.110 and FLSA § 203(m).

For any client with independent contractors: for WHD enforcement, evaluate under the prior multifactor standard (DOL not applying the 2024 rule per FAB 2025-1). For private litigation risk, the 2024 rule remains in effect until formally rescinded. Attorney judgment required.

### 3. AI AND DATA POLICIES

Florida has no comprehensive AI statute. SB 482, the Artificial Intelligence Bill of Rights, passed the Senate 35 to 2 and died in House messages on March 13, 2026. Florida does have targeted AI laws already on the books, including deepfake and synthetic-media provisions, so no comprehensive AI statute is not the same as no AI law. FIPA, Fla. Stat. §501.171, requires covered entities, governmental entities, and third-party agents to take reasonable measures to protect personal information. For a breach affecting 500 or more individuals in Florida, the covered entity must notify the Department of Legal Affairs no later than 30 days after determining that a breach occurred or having reason to believe one occurred. Individual notice is generally due no later than 30 days after that determination, subject to statutory law-enforcement delay and documented no-likely-harm exceptions. A third-party agent must notify the covered entity no later than 10 days after the determination or reason to believe a breach occurred. FIPA creates no private right of action, and enforcement runs through the Attorney General. *[Sources:* Fla. Stat. §501.171 (2026)*;* Florida SB 482*]*

The connection to AI is direct. Most small businesses now use AI tools. Customer-facing chatbots, employee productivity tools, CRM-integrated assistants, all without a written policy governing what data those tools can access, where that data goes, or how a breach would be detected and reported. An employee who pastes a customer list or personnel file into an unapproved AI tool may create a FIPA issue, but the analysis requires confirming whether the data included statutory 'personal information' under § 501.171 and whether the conduct amounts to unauthorized access or further unauthorized use (FIPA's good-faith employee access carve-out does not protect use for an unrelated purpose or subject to further unauthorized use). The employer who had no written AI use policy and no training has no documented evidence that the breach was not foreseeable or that they took reasonable security measures.

The AI policy gap is also an employment law gap. Employers monitoring employee AI tool use operate under the Electronic Communications Privacy Act and the Stored Communications Act, which restrict interception and access rather than impose affirmative notice duties. Florida has no general employee-monitoring notice statute. Employers using AI tools in hiring decisions still face Title VII and ADA exposure, and the statutes remain in force. Executive Order 14281 directs agencies to deprioritize enforcement of disparate-impact liability to the extent applicable; it does not repeal those statutes or eliminate agency charges or agency enforcement. The EEOC's guidance posture should be checked by date. Potential exposure may arise through agency charges, agency enforcement, private litigation, or other channels. None of this requires a specific Florida AI statute to create liability. *[Sources:* Executive Order 14281*;* EEOC enforcement and litigation statistics*]*

- EEOC, Outreach, Education & Technical Assistance -- https://www.eeoc.gov/outreach-education-technical-assistance
- EEOC, Enforcement and Litigation Statistics -- https://www.eeoc.gov/data/enforcement-and-litigation-statistics-0

### 4. FEE DISCLOSURES AND ENGAGEMENT LETTER GAPS

Florida Rule of Professional Conduct 4-1.5 requires that the basis or rate of the fee be communicated to the client in writing before or within a reasonable time after commencing representation. The rule is specific about contingent fee agreements; it is less prescriptive about flat and hourly arrangements, but the absence of a clear written agreement is the single most common source of fee disputes that end up before the Florida Bar.

The business owner who comes in for a transaction, walks out with a complete deal, and then receives a bill they did not expect is a Bar complaint waiting to happen. The attorney who added AI disclosure language to the engagement letter but never updated the fee structure to account for AI-driven efficiency gains is at risk under Rule 4-1.5's prohibition on clearly excessive fees.

The checkup opportunity is straightforward: review the client's engagement letter template for the current representation, confirm it accurately describes scope, fees, AI use, and the firm's file-retention policy, and update any gaps before the next engagement is signed.

### 5. INSURANCE AND CLAIMS PLANNING

Insurance coverage is policy-specific. Standard CGL coverage is not a substitute for evaluating EPLI, cyber/data-breach, professional-liability, and D&O coverage. Confirm the actual insuring agreements, exclusions, endorsements, retentions, and notice requirements with the client's broker or coverage counsel before characterizing a coverage gap. A small Florida business may otherwise be retaining substantial exposure without realizing it. *[Source note: client policy and broker or coverage-counsel confirmation required]*

The checkup is not insurance advice, since the client needs an insurance broker for that, but it is a legal risk map. The attorney who identifies the coverage gaps and connects the client with a broker has done something the client will remember. The attorney who reviews the insurance certificate after a data breach and finds no cyber liability rider has arrived too late.

**THE CHECKUP DELIVERABLE**

A fixed-fee Florida SMB Legal Risk Checkup covers five areas in one engagement: (1) employment agreement and non-compete audit, (2) wage and hour compliance review, (3) AI and data policy review and drafting, (4) engagement letter and fee disclosure review, and (5) insurance coverage gap map.

The AI tools in this playbook make the first three dramatically faster. The attorney adds judgment on all five.

The firm that markets this product has a sellable front-end service that generates both revenue and referrals for the back-end work it surfaces.

## Where AI Fits in the Risk Checkup

The SMB Legal Risk Checkup is exactly the kind of structured, pattern-recognition work that AI accelerates without replacing attorney judgment. Use the Wage and Hour Review prompt to generate the initial compliance analysis from client payroll and classification data. Use the Non-Compete Drafting prompt to generate updated agreement language under the CHOICE Act. Use the Operating Agreement Review prompt to flag Chapter 605 conflicts. Use a data classification framework to generate the AI policy template.

The target is roughly three attorney hours once the workflow is built, compared to an unstructured review that can run twice that or more without the AI scaffolding. Treat this as an Actionable AI working assumption, not a benchmark or promise. The attorney's judgment, Florida-law knowledge, and client relationship are what the client is paying for.

# Ethics Risks & Governance Framework

A governance policy without teeth is a document in a drawer. This section gives you the framework to make yours real: the failure modes that will actually trip a small business and corporate firm, the data classification framework that determines which tool can see which information, and the staff training requirements that turn a written policy into actual practice. See Appendix "A" for a sample AI Governance template.

## High-Risk Failure Modes

### FLORIDA-SPECIFIC DOCUMENT DEFECTS

The most catastrophic and slowest-burning failure mode in this practice area. The AI produces an operating agreement, non-compete, severance agreement, or merger agreement that looks fine, executes clean, and contains a Florida-specific defect that surfaces years later when the buyout triggers, the employee jumps to a competitor, or the dispute hits litigation. By then the malpractice clock is well underway.

The specific risks: non-competes that satisfy neither § 542.335's rebuttable-presumption durational standards nor the CHOICE Act's requirements (§§ 542.41–542.45); LLC operating agreements that purport to eliminate the duty of loyalty or the duty of care outright, which § 605.0105(3)(e) does not permit (§ 605.0105(4) is the provision that lets an agreement alter or eliminate specific aspects of those duties, so long as the alteration is not manifestly unreasonable and does not excuse bad faith, willful misconduct, or a knowing violation of law); corporate resolutions missing Chapter 607 formalities; employment agreements that carry a stale Florida minimum wage. The model was trained on older data and does not know what changed.

### HALLUCINATED CITATIONS

The most publicly visible failure mode. The AI invents cases, statutes, or regulatory authorities, or misstates holdings. Florida's own example: Capital Standard, LLC v. U.S. Bank National Association, No. 2D2024-1392, 2026 WL 2450571 (Fla. 2d DCA Aug. 21, 2026), where counsel was fined and referred to the Florida Bar after 46 fabricated or unsupported citations appeared across two briefs. Every citation generated by AI is presumptively unverified until checked against a primary source.

### CONFIDENTIALITY VIA UNAPPROVED TOOLS

The most common failure mode. A staff member pastes client information, a deal name, a financial schedule, draft term sheet language, or an executive's compensation into a free AI tool because it is faster. Treat sending client information outside the firm as a potential third-party disclosure. Whether the use is permitted and whether informed consent is required depends on the tool's policies, hosting, contractual terms, and client authorization. Do not assume that a data-protection agreement alone resolves the Rule 4-1.6 analysis. The fix is policy plus training plus an enterprise tool that is easier to use than the free alternative. *[Sources:* Florida Bar Opinion 24-1*]*

### OVER-RELIANCE AND QUALITY DRIFT

The slowest-burning failure mode. The attorney stops verifying. Output quality drifts. The AI is wrong on a § 542.335 carve-out, wrong on a Chapter 605 default rule, wrong on the wage-and-hour exemption status, and nobody catches it because the work pace makes review feel optional. The cure is the verification step as a non-negotiable workflow gate, not an aspiration.

**UNSUPERVISED STAFF USE**

The most preventable failure mode. Paralegals and staff adopt unapproved tools because they are faster or more familiar. Client data goes into tools the firm has never reviewed, never contracted with, and never trained on. The fix is the approved tool list, a prohibition on anything else, and an enterprise default that is genuinely good enough that staff route through it rather than around it.

**WHAT A WRITTEN AI POLICY COVERS**

Which AI tools are approved for which business purposes.

What data categories each tool is approved to handle (public, internal, customer, employee).

How an employee reports a potential data breach involving an AI tool.

Who is responsible for reviewing and updating the policy as tools and law change.

For employers using AI in hiring: what human review is required before any AI-assisted hiring decision.

## Data Classification Framework

Not all data in a business and corporate file carries the same risk. A systematic classification framework makes confidentiality decisions faster and less dependent on individual judgment in the moment.

| Class | What it contains | Tool tier required |
|---|---|---|
| Tier 1: Public information | Statutes, published opinions, public filings, generic legal concepts | Any approved tool, including general-purpose enterprise models. |
| Tier 2: Anonymized matter facts | Hypotheticals and fact patterns with identifiers stripped | Enterprise tools with no-training contracts. Strip identifiers first. |
| Tier 3: Client identifiers and matter facts | Party names, deal terms, financial figures, employee names | Only tools with signed Data Processing Agreements, no-training, defined retention, and breach notification. |
| Tier 4: Highly sensitive | Executive compensation, sealed litigation, in-process M&A, cap tables, personnel files | Internal review before use; consider matter-specific client disclosure; consider whether AI is appropriate at all. |

## Approved Tool List

Your governance policy is only as good as the list of tools it covers. Maintain a current approved tool list that specifies, for each tool: the approved use cases, the data tiers it is approved to handle, the DPA status, the responsible internal owner, and the renewal date. Review the list quarterly.

When a new tool comes on the market and staff want to use it, the default answer is ‘not yet, pending the approval process.’ That process requires a DPA, a defined retention policy, breach notification terms, and a brief written assessment from the AI Policy Supervisor.

**IMPORTANT**

Do not sign a multi-year contract for any AI tool that has not been piloted by your actual team on real matters.

Vendor demos are not pilots. A pilot is three attorneys using the tool on three live matters each, then comparing time-on-task before and after.

## Staff Training Requirements

Every staff member who touches AI on firm work needs to know:

- What tools are approved and for what tasks.
- How to classify data before deciding which tool to use.
- Why AI-generated citations and statutory references require independent verification.
- Why every executable Florida business or corporate document gets attorney-level review before it leaves the firm.
- What to do when uncertain. Stop and escalate, not proceed and hope.
- What a confidentiality breach looks like and how to report it.

Minimum training cadence: initial onboarding before any AI use on client matters; annual refresh with case studies from the prior year; tool-specific training when any new tool is approved; a brief written acknowledgment kept in the personnel file.

## Best Use Cases by Workflow Stage

A small Florida business and corporate practice runs roughly the same pipeline whether you are in Daytona Beach, Tampa, Miami, or Jacksonville. Here is where AI fits at each stage, and, equally important, where it does not.

### Stage 1: Intake and Engagement

This is where AI delivers its fastest, most visible value. Intake is repetitive, the tasks are well-defined, and mistakes here affect every downstream step.

— **AI helps:** Adaptive intake forms that adjust by entity type and matter complexity. One-page intake summary memos from a call. Conflict-check first passes from a structured intake. Follow-up sequences that arrive on time and feel human.

— **AI does not:** Tell you whether to take the client. Catch the gut-feel concern about a prospective relationship. Notice the conflict the intake form did not surface. Flag the undisclosed litigation that makes the transaction unfundable.

### Stage 2: Contract Drafting and Review

The highest-value, highest-volume AI use in a business and corporate practice. Pattern is stable. Volume is high. The marginal hour is mostly tedious. AI compresses the tedious hours so the lawyer spends time on the things only a lawyer can do.

— **AI helps:** First-draft generation from structured intake, meaning a checklist of deal terms plus a firm template, usable first draft back. Redlines against a firm clause playbook. Risk flagging on unusual indemnification, liability caps, choice-of-law, and termination provisions in third-party drafts. Clause comparison across a contract set. Defined-term consistency checks across 120-page agreements. Plain-English summaries of dense terms for client review.

— **AI does not:** Know your client's strategic posture or commercial relationship. The model does not know this seller is a longtime client whose future deal flow matters more than a 2% indemnification cap. It does not know the negotiation history. It does not pick fallback positions.

> **COMMON MISTAKE**
>
> Letting the AI write defined terms unsupervised. The model will define a term in Section 1 and then use a slightly different version in Section 12.
>
> Always run a defined-term cross-check before sending out any AI-assisted contract of any size.
>
> Spot-check standard: on any agreement under 25 pages, verify every defined term against its first use and a 20 percent sample of cross-references.
>
> Full-verification standard: 100 percent of defined terms, cross-references, dollar figures, and dates on any agreement over 25 pages, any document carrying an indemnity or a liability cap, and every diligence memo a client will rely on at closing.
>
> Document the verification in the matter file: who checked, against what source, on what date.

### Stage 3: M&A Due Diligence

Due diligence is high-volume, pattern-recognition work. AI does this well. A 5-to-20-lawyer firm doing middle-market M&A or smaller corporate transactions is leaving margin on the table by not using AI in this workflow.

— **AI helps:** Lease abstraction across a real estate portfolio. Contract review across a target's commercial agreements, covering change-of-control, exclusivity, MFN, and termination-on-acquisition provisions. Employment agreement review, covering non-compete, non-solicit, and CHOICE Act status across key employees. Litigation summary from pleadings and dockets. IP schedule review. Financial-document categorization. First cuts of the diligence memo.

— **AI does not:** Make the materiality call. AI does not read the room. It does not know the buyer is paying a premium and will not walk over a $200K indemnification gap. AI is not appropriate for privileged target litigation files without careful confidentiality posture work.

> **IMPORTANT**
>
> AI-generated diligence findings are inputs to the lawyer's judgment, not outputs to the client.
>
> Every flagged issue gets re-read by a human against the original document before it appears on the diligence memo. No exceptions.

### Stage 4: Corporate Governance and Entity Formation

A lot of corporate work is form-driven. Form-driven work is exactly where AI delivers consistent value. Every firm doing corporate work should have AI in this workflow within the first 90 days.

— **AI helps:** Drafting LLC operating agreements from structured intake, with Chapter 605 defaults flagged for attorney review. Drafting bylaws and shareholder agreements for closely held corporations. Board consents and written consents in lieu of meetings. Cap table summaries from underlying equity grant documents. Florida Department of State filing drafts. Client-facing summaries of governance changes for board approval.

— **AI does not:** Know whether the client wants member-managed or manager-managed structure given the family dynamics. AI does not pick the right defaults for a closely held company where one founder is more equal than the others.

> **WATCH OUT**
>
> Florida statutory requirements change. AI tools may be trained on older versions of Chapters 605, 607, and 617.
>
> Always verify any statutory citation in an AI-generated governance document against the current statute at flsenate.gov. The five minutes of verification is the cheapest insurance you will buy this year.

## Stage 5: Commercial Litigation Support

Most 5-to-20-lawyer business firms handle some commercial litigation. Even primarily transactional firms run litigation support tasks for major clients. AI fits here, with the highest hallucination-risk profile of any workflow.

— **AI helps:** Early case assessment from intake, covering likely claims, defenses, statute of limitations issues, venue questions. Document review on smaller productions. Deposition summary and chronology generation from transcripts. Pleadings drafting from a research memo and fact pattern, with mandatory citation placeholders, never real citations. Brief drafting first cuts, with mandatory citation verification before any version leaves the firm.

— **AI does not:** Cite the right case in a Florida court without verification. The sanctions cases that have made the news all share one pattern: lawyer trusted the model, partner did not verify, brief got filed, judge spotted the fake. That is Capital Standard v. U.S. Bank. Make the mistake unthinkable at your firm. *[Sources:* Capital Standard opinion*]*

**IMPORTANT**

No AI-generated case citation appears in any document, whether a brief, memo, letter, or internal note, that has not been verified against a real legal research database by a real lawyer.

Make this rule absolute.

## Stage 6: Employment Matters

Many small business and corporate firms handle employment matters as an extension of corporate work. Florida has specific statutes that AI tools often get wrong, and the landscape changed materially in 2025.

— **AI helps:** Employment agreement drafting and review. Non-compete and non-solicit drafting, with § 542.335 and CHOICE Act compliance as required verification steps. Severance agreement drafting from intake. Employee handbook drafting and updates. Wage and hour analysis under FLSA and Florida's minimum wage statute. Termination letters and exit documentation.

— **AI does not:** Know the CHOICE Act threshold for the specific Florida county where the employer operates. The model may generate non-compete duration or geographic scope that would not survive § 542.335 review or miss the CHOICE Act's procedural requirements. Models trained on older data give out-of-date minimum-wage numbers.

**ACTION ITEM**

For any employment matter document AI generates, verify three things by hand: (1) the current Florida minimum wage ($14.00/hr through Sept. 29, 2026; $15.00/hr from Sept. 30, 2026); (2) any non-compete language against § 542.335 and the CHOICE Act if the employee earns above the county threshold; and (3) any ADEA release provisions for employees over 40.

These are the three places AI most often goes stale.

### Stage 7: Commercial Real Estate

Florida business and corporate firms regularly handle commercial real estate transactional work. Leases, purchase agreements, financing documents, title and survey review.

— **AI helps:** Commercial lease drafting and abstraction, especially valuable for tenant-side review of landlord drafts. Letter of intent drafting from a deal sheet. Purchase and sale agreement redlining. Title commitment review, meaning first-cut analysis of Schedule B exceptions for the title objection letter. Closing checklist generation. Estoppel certificate and SNDA drafting.

— **AI does not:** Catch every Florida-specific quirk, including documentary stamp tax calculations, constitutional homestead protections in commercial-residential blended properties. Verify any tax or homestead conclusion against current Florida statutes.

> **NOTE**
>
> AI is excellent at first-cut review of title commitments and surveys. It is not a substitute for a senior real estate lawyer's eye on a complex commercial deal.
>
> Use AI to prepare the markup. Have the senior lawyer make the call on which exceptions are deal issues.

## Prompts Library

Fifteen ready-to-adapt prompts for a small Florida business and corporate practice, organized by workflow stage. These are starting points. Adapt the bracketed fields. Verify every output against a primary source.

> **IMPORTANT**
>
> Strip client identifiers before running any prompt in a tool not covered by a signed Data Processing Agreement.
>
> Verify every case citation, statutory reference, and legal conclusion against a primary source before relying on the output.
>
> These prompts are calibrated for Florida business and corporate practice. Treat the output as a first draft, not a final answer.
>
> Document AI use in the matter file.

**PROMPT 01: ENTITY INTAKE SUMMARY MEMO** · Stage 1: Intake & Engagement

```
You are a business and corporate associate at a small Florida law firm preparing
an intake summary memo for the supervising attorney.

Based on the following intake information, draft a one-page matter summary
covering:
1. Entity type and current structure (or proposed structure if formation matter)
2. Key parties and ownership percentages
3. Nature of the matter (formation / transaction / governance / dispute /
employment / real estate)
4. Identified statutes or regulatory frameworks likely to apply (Florida Chapter
605 / 607 / 542.335 / FLSA / other)
5. Open questions and information still needed before the matter can be fully
assessed
6. Recommended next steps

Do not make legal conclusions. Flag any facts that suggest a conflict-of-interest
concern for attorney review.

[PASTE ANONYMIZED INTAKE NOTES OR FORM RESPONSES]
```

**PROMPT 02: CONFLICT CHECK MEMO** · Stage 1: Intake & Engagement

```
You are a conflicts analyst at a small Florida business and corporate firm
preparing a conflict-check memo for attorney review.

Based on the following new matter intake information, identify any potential
conflicts of interest:
```

```
1. Describe the nature of each potential conflict
2. Identify the applicable Florida Rules of Professional Conduct (Rule 4-1.7, 4-1.9, or 4-1.10 as applicable)
3. Assess whether the conflict is consentable under the applicable rule
4. Describe the steps required to obtain effective consent or to screen the matter

Do not conclude that any conflict has been resolved. Flag it for the supervising attorney's determination.

[PASTE ANONYMIZED INTAKE: PROSPECTIVE CLIENT DESCRIPTION, ADVERSE PARTIES, MATTER TYPE, KNOWN EXISTING CLIENTS]
```

**PROMPT 03: CONTRACT RISK REVIEW** · Stage 2: Contract Drafting & Review

```
You are a business and corporate associate at a small Florida law firm reviewing a contract for a client.

Review the following contract and identify:
1. Any provisions that deviate from standard market terms for a [contract type] in Florida
2. Any provisions that create material risk for [party role, buyer/seller/employer/tenant/etc.]
3. Any provisions missing that are typically included in this contract type
4. Any Florida-specific issues, including Chapter 605/607 implications if a governance document, § 542.335 compliance if a restrictive covenant, or documentary stamp tax implications if a real estate instrument

Format as a prioritized list starting with the highest-risk items. For each item, cite the specific contract section. Do not make enforceability conclusions. Flag for attorney review.

[PASTE ANONYMIZED CONTRACT]
```

**PROMPT 04: NON-COMPETE DRAFTING: § 542.335 AND CHOICE ACT** · Stage 2: Contract Drafting & Review

```
You are a business and corporate associate at a small Florida law firm drafting a non-compete agreement.

Draft a non-compete agreement for a [role description] at a [company description] in [Florida county]. Include:
1. Geographic scope justified by the company's actual business footprint
2. Duration. Flag whether the employee's compensation may qualify this as a CHOICE Act agreement (base salary at least twice the annual mean wage for [Florida county]), and if so, note the four-year maximum; otherwise apply the § 542.335
```

```
rebuttable-presumption durational standards
3. A clear description of the legitimate business interest being protected (trade secrets / substantial relationships with specific prospective or existing customers / extraordinary or specialized training)
4. A non-solicitation provision covering customers and employees
5. For CHOICE Act agreements: written notice of the right to seek counsel and at least seven days advance notice before the applicable offer expires (prospective employee: before offer of employment expires; current employee: before offer to enter into the agreement expires)
6. A blue-pencil / reformation clause

Flag any provisions where client input is required before the agreement can be finalized. Do not determine enforceability. That requires attorney verification against current § 542.335 and the CHOICE Act.

[PASTE ANONYMIZED DEAL TERMS AND EMPLOYEE DESCRIPTION]
```

**PROMPT 05: REDLINE SUMMARY** · Stage 2: Contract Drafting & Review

```
You are a business and corporate associate at a small Florida law firm summarizing a redline for the supervising attorney.

I am attaching a redlined contract. Summarize the substantive changes from the original to the redline:
1. Describe what was changed
2. Identify which party benefits from each change
3. Flag any changes that create legal risk or deviate significantly from standard terms for this contract type
4. Identify any changes that require partner sign-off before acceptance

Organize by contract section. Flag any change affecting indemnification, liability caps, termination rights, choice of law, or dispute resolution for elevated attention.

[PASTE ANONYMIZED REDLINE OR DESCRIBE CHANGES BY SECTION]
```

**PROMPT 06: DUE DILIGENCE ISSUE SPOTTER** · Stage 3: M&A Due Diligence

```
You are a business and corporate associate at a small Florida law firm conducting acquisition due diligence.

Review the following [document type, material contract / corporate record / employment agreement / litigation summary] and identify any issues material to a buyer in an acquisition of [target description]. Categorize issues as:
```

```
1. Deal-breakers requiring resolution before closing
2. Items requiring representations and warranties
3. Items requiring indemnification carve-outs
4. Items requiring post-closing remediation

For employment agreements: flag any non-competes and note whether they may qualify under the Florida CHOICE Act (requires attorney threshold determination by Florida county).
For contracts: flag any change-of-control or assignment-restriction provisions.

Do not make final legal conclusions. Flag each issue for attorney judgment on materiality.

[PASTE ANONYMIZED DOCUMENT OR DILIGENCE FINDINGS]
```

**PROMPT 07: CLOSING CONDITION CHECKLIST** · Stage 3: M&A Due Diligence

```
You are a business and corporate associate at a small Florida law firm preparing a closing checklist.

Based on the attached purchase agreement, list all conditions to closing. For each condition:
1. Identify which party's obligation it is
2. Describe what needs to happen or be delivered
3. Flag any conditions within control of a third party (government approval, lender consent, landlord consent under a lease with change-of-control provision)
4. Identify any conditions that could be difficult to satisfy on the current closing timeline

Also note: any Florida-specific filing or notice requirements (Florida Department of State, documentary stamp tax, bulk sale considerations).

[PASTE ANONYMIZED PURCHASE AGREEMENT CONDITIONS TO CLOSING]
```

**PROMPT 08: OPERATING AGREEMENT REVIEW: FLORIDA CHAPTER 605** · Stage 4: Corporate Governance

```
You are a business and corporate associate at a small Florida law firm reviewing an LLC operating agreement.

Review the following LLC Operating Agreement and flag:
1. Any provisions inconsistent with Florida LLC Act (Fla. Stat. Ch. 605) default rules in a way that could create risk
2. Any provisions that create deadlock risk between members
```

```
3. Any transfer restriction provisions that could be unenforceable or create liquidity problems
4. Any missing provisions that should be included for a [member count]-member Florida LLC in [industry]
5. Any fiduciary duty modifications. Under Fla. Stat. § 605.0105(3)(e), an operating agreement may not eliminate the duty of loyalty or the duty of care outright. Under § 605.0105(4), it may alter or eliminate specific aspects of the duty of loyalty, identify categories of activities that do not violate it, and alter (but not eliminate) the duty of care, but only if the alteration is not manifestly unreasonable and does not authorize bad faith, willful or intentional misconduct, or a knowing violation of law

Cite Chapter 605 sections where relevant. Do not make enforceability conclusions. Flag for attorney verification against the current statute at flsenate.gov.

[PASTE ANONYMIZED OPERATING AGREEMENT]
```

**PROMPT 09: BOARD RESOLUTION DRAFTING** · Stage 4: Corporate Governance

```
You are a business and corporate associate at a small Florida law firm drafting a board resolution.

Draft a board resolution authorizing [action, entering into a loan agreement / approving an equity issuance / authorizing a merger agreement / other]. Include:
1. Recitals describing the background and the board's basis for approval
2. Operative language authorizing the action and identifying who is authorized to execute documents on the company's behalf
3. A standard ratification clause for prior related actions
4. If a Florida corporation under Ch. 607: confirm the action is within the board's authority under the applicable statutory provisions

Flag any items requiring shareholder approval under Florida law. Do not conclude that the resolution satisfies all legal requirements. Attorney review required.

[PASTE ANONYMIZED ACTION DESCRIPTION AND ENTITY TYPE]
```

**PROMPT 10: EARLY CASE ASSESSMENT** · Stage 5: Commercial Litigation Support

```
You are a business and corporate associate at a small Florida law firm conducting an early case assessment.

Analyze the following business dispute and provide an early case assessment: [describe facts and claims]. Address:
1. What claims are viable and what elements must be proven
```

2. What defenses are available and how strong they are under Florida law
3. What discovery will likely be required and how costly
4. What the likely range of outcomes is (including settlement value)
5. What the recommended litigation strategy is given the facts and the client's goals
6. Applicable statutes of limitations under Florida law

Do not cite specific cases. Flag any statute of limitations, venue, or jurisdiction issue for immediate attorney verification.

[PASTE ANONYMIZED FACT PATTERN]

**PROMPT 11: BREACH OF CONTRACT ELEMENTS** · Stage 5: Commercial Litigation Support

You are a business and corporate associate at a small Florida law firm analyzing a breach of contract claim.

Apply Florida's elements of breach of contract to the following facts: [describe facts]. For each element, (1) existence of a valid contract, (2) material breach, (3) damages, identify: what evidence supports the element, what the opposing party will argue, and how strong the element is on a scale of weak / defensible / strong.

Include placeholder citations only. Do not include actual case citations. Every case citation must be independently verified against Westlaw, Lexis, or an official court database before appearing in any document.

[PASTE ANONYMIZED FACT PATTERN]

**PROMPT 12: WAGE AND HOUR COMPLIANCE REVIEW** · Stage 6: Employment Matters

You are a business and corporate associate at a small Florida law firm reviewing a client's pay practices.

Review the following pay practices for compliance with Florida Minimum Wage Act (Fla. Stat. § 448.110) and the FLSA:
1. Are any employees potentially misclassified as exempt from overtime? Identify the exemption category at issue.
2. Are any workers potentially misclassified as independent contractors? Flag for attorney evaluation. For WHD enforcement, the DOL is not applying the 2024 rule per FAB 2025-1; the prior multifactor standard applies. For private litigation, the 2024 rule remains in effect until formally rescinded. Attorney judgment required.
3. Are overtime obligations being met for non-exempt employees?

```
4. Is the current Florida minimum wage being applied? (Current rate: $14.00/hr through Sept. 29, 2026; $15.00/hr from Sept. 30, 2026; tipped minimum: $10.98/hr through Sept. 29, 2026, $11.98/hr from Sept. 30, 2026.)
5. What is the estimated exposure in a DOL Wage and Hour Division investigation, and separately in a private action under Fla. Stat. § 448.110 including liquidated damages and attorney's fees?

Do not make final legal conclusions. Flag each issue for attorney verification against current law.

[PASTE ANONYMIZED PAY STRUCTURE AND WORKFORCE DESCRIPTION]
```

**PROMPT 13: TERMINATION RISK ASSESSMENT** · Stage 6: Employment Matters

```
You are a business and corporate associate at a small Florida law firm preparing a termination risk assessment.

Assess the termination risk in the following scenario: [describe the employee, the basis for termination, and any relevant history]. Address:
1. Is the termination at-will under Florida law, or is there an employment agreement affecting the right to terminate?
2. Are there any protected class or protected activity concerns?
3. Are there any WARN Act or mini-WARN Act notice obligations (note: Florida does not have a separate mini-WARN; federal WARN Act at 29 U.S.C. § 2101 applies to employers with 100+ employees)?
4. What severance, if any, is advisable to reduce litigation risk?
5. For employees over 40: are ADEA/OWBPA release requirements triggered?
6. What documentation should be completed before termination?

Do not make final legal conclusions. Flag any protected class or retaliation concern for immediate attorney review.

[PASTE ANONYMIZED EMPLOYEE DESCRIPTION AND TERMINATION BASIS]
```

**PROMPT 14: COMMERCIAL LEASE ABSTRACTION** · Stage 7: Commercial Real Estate

```
You are a business and corporate associate at a small Florida law firm abstracting a commercial lease.

Abstract the following commercial lease. Provide a structured summary covering:
1. Parties and property description
2. Term and renewal options
3. Base rent and escalation schedule
```

```
4. Operating expense / CAM obligations and cap provisions
5. Permitted use and exclusivity provisions
6. Assignment and subletting rights (and any change-of-control provisions)
7. Default and cure provisions for tenant and landlord
8. Landlord and tenant improvement obligations
9. Any unusual or notable provisions

Format as a one-page summary suitable for client review. Flag any provision that
would limit the client's ability to sell or assign the business for attorney
review.

[PASTE ANONYMIZED LEASE]
```

**PROMPT 15: TITLE COMMITMENT REVIEW** · Stage 7: Commercial Real Estate

```
You are a business and corporate associate at a small Florida law firm reviewing a
title commitment for a commercial real estate transaction in Florida.

For each Schedule B exception:
1. Describe what the exception covers
2. Assess whether it is a standard exception acceptable in Florida commercial
transactions or a non-standard exception requiring attention
3. If non-standard: what is the potential impact on the buyer's intended use of
the property?
4. What steps can be taken to remove or insure over the exception?

Flag any exception related to: easements affecting access or use, restrictive
covenants, pending assessments or liens, survey matters suggesting encroachment,
or environmental notices.

Do not make title insurance coverage conclusions. Flag for attorney review. Verify
any Florida-specific assessment lien or documentary stamp tax issue against
current Florida statutes.

[PASTE ANONYMIZED TITLE COMMITMENT]
```

# Appendix A: Sample AI Governance Policy

Copy this template. Adapt the bracketed fields to your firm. Adopt it by partner vote, circulate to all staff, and add it to your onboarding materials. Have outside ethics counsel review before adoption.

## [FIRM NAME]: ARTIFICIAL INTELLIGENCE USE POLICY

Version 1.0 | Effective Date: [Date] | Review Date: [Date + 1 Year]

### 1. PURPOSE

This Policy establishes [Firm Name]'s guidelines for the use of artificial intelligence tools in the practice of law. The purpose is to ensure that all AI use complies with the Florida Rules of Professional Conduct, protects client confidentiality under Rule 4-1.6, satisfies the supervision obligations of Rules 4-5.1 and 4-5.3, and aligns with Florida Bar Ethics Opinion 24-1 (Jan. 19, 2024).

### 2. GENERAL PRINCIPLES

— AI tools are permitted to assist in the practice of law. They are not permitted to replace attorney judgment, supervision, or professional responsibility.

— All AI output communicated to a client or submitted to a court must be reviewed by a licensed attorney before transmission or filing.

— Client confidentiality obligations under Rule 4-1.6 apply in full to all AI tool use.

— The duty of competence under Rule 4-1.1 requires attorneys to understand the capabilities and limitations of AI tools sufficiently to supervise their use.

— All AI-generated citations must be verified against a primary legal source before inclusion in any court filing, research memo, or client deliverable.

### 3. DEFINITIONS

'AI Tool' means any generative artificial intelligence software, including large language models, document review platforms with AI features, drafting platforms with AI features, and any other software that produces output through machine-learning inference.

'Approved Tool' means an AI Tool that appears on the Firm's current Approved Tool List, has executed a Data Processing Agreement with the Firm, and has been authorized by the AI Policy Supervisor for use on client matters.

'Confidential Information' has the meaning given in Rule 4-1.6 of the Florida Rules of Professional Conduct.

### 4. PERMITTED USES

— Internal administration and standard operating procedures.

— Intake summaries, document requests, consultation prep, and plain-English client communications, after attorney review.

— First-draft assistance from attorney-supplied facts on contracts, pleadings, memos, and correspondence.

— Reviewed marketing and educational content.

— Internal analysis: issue spotting, chronologies, deal-document organization, diligence memo assembly.

### 5. PROHIBITED USES

— Client identifiers in non-approved public AI tools.

— AI as the sole legal research source or sole source of legal authority.

— Unverified citations or statutory references in any filing, research memo, or client deliverable.

— AI as the last set of eyes on any Florida business or corporate document that will be executed, recorded, or filed. Every operating agreement, purchase agreement, non-compete, severance, employment agreement, lease, and corporate filing requires attorney-level Florida-specific review before transmission, execution, or filing.

— AI determining non-compete enforceability under § 542.335 or CHOICE Act threshold qualification, fiduciary-duty modification under Chapter 605 or 607, wage-and-hour classification, or any other Florida-specific legal question without attorney verification.

— AI communicating with clients, counterparties, opposing counsel, or any tribunal as a lawyer.

### 6. CONFIDENTIALITY AND DATA HANDLING

No confidential information may be entered into any AI tool unless it is approved for that data class. Strip client identifiers before any prompt where the matter does not require them. Use the Data Classification Framework in this playbook to determine the appropriate tool tier for each task. When in doubt, do not paste. Anonymize, ask, or use an approved enterprise tool.

### 7. COURT AND TRIBUNAL FILINGS

Before filing AI-assisted work, determine whether the court, judge, local rule, or standing order requires AI disclosure. Florida Supreme Court Opinion SC2026-0673 requires that cited authorities exist and are accurately cited in Florida state-court filings. Federal courts in the Northern, Middle, and Southern Districts of Florida must be checked separately for the applicable local rule, administrative order, or judge-specific order; do not assume every federal judge has the same requirement. 'When in doubt, disclose' is a conservative firm-policy option, not a statement that disclosure is legally required. *[Sources:* SC2026-0673*;* AOSC26-12*]*

### 8. INCIDENT RESPONSE

If a potential confidentiality breach through AI tool use occurs: stop using the tool immediately, document what information was entered and into which tool, notify the AI Policy Supervisor within 24 hours, and follow the Firm's data incident protocol for further action. Do not delete logs or evidence. Evaluate whether the breach triggers notification obligations under Fla. Stat. § 501.171.

### 9. ACKNOWLEDGMENT

All attorneys and staff must sign the AI Policy Acknowledgment upon hire and upon any material revision to this Policy. The Firm maintains signed acknowledgments in personnel records.

## Appendix B: Client AI Disclosure Statement

The following language is suitable for inclusion in a client engagement letter or as a standalone disclosure. Customize the bracketed fields.

> **DISCLOSURE: USE OF ARTIFICIAL INTELLIGENCE TOOLS**
>
> [Firm Name] uses artificial intelligence tools in our practice. These tools may be used to assist with legal research, document review, drafting, and other tasks on your matter. All AI-assisted work product is reviewed and verified by a licensed attorney before it is delivered to you. We do not enter your confidential information into any AI system that is not covered by appropriate data protection agreements.
>
> Efficiency gains from AI use that reduce the time required to complete a task are reflected in your fees. We do not bill for time we did not spend.
>
> If you have questions about our use of AI tools or prefer that we not use AI assistance on your matter, please tell us. We will document your request in writing and discuss any effect on fees or timeline.

Implementation Notes:

- Include this disclosure in your standard engagement letter, not as a separate document the client might not read.
- If a client asks you not to use AI on their matter, document the request in writing and honor it.
- Update this disclosure if your AI tool policies change materially.
- This disclosure does not need to list specific AI tools. Tools change; your practices matter more than the specific tool name.

## Appendix C: Court and Filing AI Disclosure & Certification

Florida state courts and federal judges are addressing AI disclosure through standing orders and administrative rules at different paces. Verify current requirements before each filing.

Florida Supreme Court Opinion SC2026-0673 (May 28, 2026, effective June 15, 2026) amended Rule 2.515(d)(2) to require that attorneys or parties signing a document represent that cited legal authorities 'exist and are accurately cited.' This rule applies to Florida state courts only. Federal courts in the Northern, Middle, and Southern Districts of Florida are governed by individual judge standing orders. Always check before a federal filing.

**SAMPLE CERTIFICATION: FLORIDA STATE COURT FILING**

REQUIRED: Rule 2.515(d)(2) citation-accuracy certification (SC2026-0673): The undersigned represents that the legal authorities identified in this [brief / motion / memorandum] exist and are accurately cited.

OPTIONAL: AI-use disclosure (add only if independently required by a valid court order or rule, or chosen for strategic transparency): Counsel additionally discloses that generative AI tools were used in preparing this filing. All AI-assisted content was reviewed and verified by counsel before filing.

Note: SC2026-0673 requires only the citation-accuracy representation above. It does not require disclosure that AI was used. Combine both certifications only where independently required.

s/ [ATTORNEY NAME] | Florida Bar No. [X] | [DATE]

**SAMPLE CERTIFICATION: FEDERAL COURT FILING**

Pursuant to [Judge's Standing Order on AI use / Local Rule X], the undersigned counsel certifies that: this [brief / motion / memorandum] was drafted with the assistance of generative artificial intelligence tools; all AI-generated content was reviewed by counsel; and all legal authorities cited herein have been independently verified to exist and to stand for the propositions for which they are cited.

s/ [ATTORNEY NAME] | Florida Bar No. [X] | [DATE]

Implementation Notes:

— Check the specific circuit, division, and judge's chambers for current requirements before every filing.

Conservative practice option: Judges may respond better to voluntary transparency, but disclose only after checking the controlling rule, order, forum, and client or firm policy. *[Sources:* AOSC26-12*]*

— Adapt the language to reflect what you actually did. Do not use boilerplate that does not accurately describe your process.

— Keep a log of which filings involved AI assistance and in what manner.

## Appendix D: Letter to AI Vendors

Before approving any AI tool for use on client matters, send the following questionnaire to the vendor. Do not sign an enterprise contract until you have written answers to all nine questions.

1. Does your service offer a contractual no-training-on-customer-data clause? If so, which service tier does it apply to, and where is that commitment documented in your terms of service?
2. Where is customer data stored geographically? Which third-party subprocessors have access to it, and are those subprocessors disclosed in your DPA?
3. What is your data retention policy? Can we request deletion of all data we have submitted, and if so, what is the process and the timeline for confirmed deletion?
4. What breach notification obligations do you accept? Within what timeframe will you notify us of a confirmed or suspected breach involving our data?
5. Do you offer a Data Processing Agreement? If so, please provide a copy. What contractual notice, cooperation, and incident-information commitments will you provide to support the covered entity's duties under FIPA §501.171? If you are a third-party agent, describe how you will comply with the statute's agent-notice obligations. *[Sources:* Fla. Stat. §501.171 (2026)*]*
6. Is your service HIPAA-compliant (BAA available) for matters involving protected health information? This applies to any business and corporate matter involving an employer health plan or a healthcare company.
7. What certifications does your service hold? (SOC 2 Type II, ISO 27001, or comparable.) Are current audit reports available for review?
8. How are outputs generated? Is our input data used to train or fine-tune the underlying model? If so, can that be disabled under our contract?
9. What specific contractual commitments can you make regarding the accuracy, currency, and verifiability of legal authority in your outputs? Do you provide citations to primary sources, and are those citations independently verifiable?

# Appendix E: 90-Day Implementation Roadmap

The firms that fail with AI are the ones that try to implement everything at once. Start narrow. Get good at two or three workflows. Then expand. Here is the ninety-day path.

## Days 1–30: Foundation

### WEEK 1: POLICY AND TOOLING

— Designate an AI Policy Supervisor. In a small firm, this is usually the Managing Partner.

— Confirm Florida Bar technology CLE compliance under Rule 6-10.3(b). If short, register for a Bar-approved AI program now.

— Pull the malpractice policy and read the technology and cyber endorsements. Email the carrier with AI coverage and disclosure questions.

— Audit current tool use: what AI is staff already running inside Lexis, Westlaw, the practice management platform, and any standalone tools? Document it honestly.

— Select starting tools: one general-purpose enterprise model, one legal research AI, one drafting platform, each with enterprise DPAs. See Appendix D for vendor questions.

### WEEK 2: TRAINING

— Conduct a 60-minute firm training on the AI Governance Policy (Appendix A), data classification framework, and approved tools.

— Walk through three live examples: one safe use, one use requiring caution, one prohibited use.

— Update the client engagement letter to include the AI disclosure from Appendix B.

— Post the approved tool list where staff can reference it.

### WEEKS 3–4: PILOT

— Pick one high-volume, low-risk workflow to pilot: contract redlines against a firm playbook or governance-document first drafts are natural starting points.

— Have one attorney run the pilot and document time savings, quality observations, and any near-misses.

— Adopt the sample governance policy in Appendix A. Customize for the firm. Have all staff sign the acknowledgment.

## Days 31–60: Build Proficiency

### CONTRACT AND DOCUMENT WORKFLOWS

— Implement AI-assisted first drafts for the three most common contract types. NDA, services agreement, operating agreement.

— Build the partner-review checklist into the drafting workflow: defined-term consistency, § 542.335 / CHOICE Act compliance on any restrictive covenant, Chapter 605/607 alignment on governance, and Florida-specific tax or filing requirements.

— Build the firm prompt library using the prompts in this playbook as starting points. Customize for the firm's voice and practice.

#### GOVERNANCE AND EMPLOYMENT WORKFLOWS

— Train attorneys and paralegals on the Operating Agreement Review and Non-Compete Drafting prompts.

— Add the Wage and Hour Compliance Review and Termination Risk Assessment prompts to every employment matter intake.

— Pilot the SMB Legal Risk Checkup framework with two existing clients as a value-add engagement.

### Days 61–90: Optimize and Expand

#### MEASURE WHAT MATTERS

— Calculate time saved per matter type from AI assistance.

— Calculate cost per matter. Has AI reduced hours needed for routine tasks?

— Survey attorneys and staff on what is working and what is not.

— Review any quality issues or near-misses from the first 60 days.

#### EXPAND TO COMPLEX WORKFLOWS

— Move AI into M&A diligence workflows, covering contract review, change-of-control mapping, lease abstraction with verification.

— Pilot the Due Diligence Issue Spotter and Closing Condition Checklist prompts on an active transaction matter.

— Market the Florida SMB Legal Risk Checkup as a fixed-fee front-end service to the existing client base.

#### POLICY MAINTENANCE

— Update the approved tool list if any tools have been added or removed.

— Update the AI Governance Policy if any procedures have changed.

— Schedule the first annual policy review (12 months from initial adoption).

— Check the Florida Bar website, ABA guidance, SC2026-0673 developments, and federal court administrative orders for any new AI directives.

**WHAT SUCCESS LOOKS LIKE AT DAY 90**

Every attorney and staff member knows which AI tools are approved and which are not.

Every executable Florida business or corporate document gets attorney-level Florida-specific review before it leaves the firm.

Every AI-generated citation has been verified against a primary source before it appears anywhere it can be seen.

The firm's engagement letter discloses AI use; the firm's bills reflect work actually performed.

The AI Policy Supervisor can show, in writing, what tools are approved, who has been trained, and how the firm responds when something goes wrong.

At least one client has received the Florida SMB Legal Risk Checkup.

## Appendix F: Key Authorities

The statutes, rules, cases, and agency materials cited in this playbook, with the primary source for each. Dates and figures move; check the source directly before relying on anything below in a client matter.

**Entity Law**

— Fla. Stat. §605.0105, LLC operating agreement default rules (see (3)(e) prohibition and (4) alteration exception for the duty of loyalty/care) -- https://www.flsenate.gov/Laws/Statutes/2026/605.0105

— Fla. Stat. Ch. 607, Florida Business Corporation Act -- https://www.flsenate.gov/Laws/Statutes/2026/Chapter607/All

— Fla. Stat. Ch. 617, Florida Not For Profit Corporation Act -- https://www.flsenate.gov/Laws/Statutes/2026/Chapter617/All

**Restrictive Covenants**

— Fla. Stat. §542.335, restrictive covenants -- https://www.flsenate.gov/Laws/Statutes/2026/542.335

— Fla. Stat. §§542.41-542.45 (Part II, Ch. 542, CHOICE Act), eff. 7/1/2025 -- https://www.flsenate.gov/Laws/Statutes/2026/Chapter542/Part_II

— Ryan, LLC v. FTC, N.D. Tex. (Aug. 2024 vacatur); FTC removal of 16 C.F.R. Part 910, eff. 2/12/2026 -- https://www.federalregister.gov/documents/2026/02/12/2026-02866/

**Wage and Hour**

— Fla. Stat. §448.110, Florida Minimum Wage Act -- https://www.flsenate.gov/Laws/Statutes/2026/448.110

— Fla. Const. art. X, §24, minimum wage schedule -- https://www.flsenate.gov/Laws/Constitution

— DOL Field Assistance Bulletin 2025-1 (May 1, 2025) -- https://www.dol.gov/agencies/whd/field-assistance-bulletins/2025-1

— DOL proposed rule rescinding the 2024 independent-contractor rule (RIN 1235-AA46), comments closed 4/28/2026 -- https://beta.dol.gov/policy-regulations/pay-benefits/wages-hours/flsa/misclassification-employees-independent-contractors/rulemaking

Communications Recording

• Fla. Stat. §934.03, interception and disclosure of wire, oral, or electronic communications -- https://www.flsenate.gov/Laws/Statutes/2026/934.03

**Data and AI Policy**

— Fla. Stat. §501.171, Florida Information Protection Act -- https://www.flsenate.gov/Laws/Statutes/2026/501.171

— Florida SB 482 (2026), Artificial Intelligence Bill of Rights (died in House messages 3/13/2026) -- https://www.flsenate.gov/Session/Bill/2026/482

— Executive Order 14281, Restoring Equality of Opportunity and Meritocracy (Apr. 23, 2025) -- https://www.federalregister.gov/documents/2025/04/28/2025-07345/restoring-equality-of-opportunity-and-meritocracy

**Florida Legal Ethics**

— Florida Bar Ethics Opinion 24-1 (Jan. 19, 2024) -- https://www.floridabar.org/etopinions/opinion-24-1/

— ABA Formal Opinion 512 (July 2024) -- https://www.americanbar.org/content/dam/aba/administrative/professional_responsibility/ethics-opinions/aba-formal-opinion-512.pdf

**Court Citation Rule**

— Florida Supreme Court Opinion SC2026-0673, amending Fla. R. Gen. Prac. & Jud. Admin. 2.515(d)(2) -- https://flcourts-media.flcourts.gov/content/download/2489374/opinion/Opinion_SC2026-0673.pdf

— Administrative Order AOSC26-12, In re Representations by Signers of Filings -- https://flcourts-media.flcourts.gov/content/download/2489379/file/AOSC26-12.pdf

**Case Law**

— Capital Standard, LLC v. U.S. Bank National Association, No. 2D2024-1392, 2026 WL 2450571 (Fla. 2d DCA Aug. 21, 2026) -- https://www.courtlistener.com/opinion/10954406/capital-standard-llc-tchentsov-v-us-bank-national-association-bear/

## About Actionable AI

Actionable AI is a solo AI adoption consultancy for small law firms. Founded by Greg Yates, a former Big Law corporate equity partner at Steptoe (NYC Managing Partner) and Seyfarth Shaw, Actionable AI exists because most law firms have nowhere to turn for honest, practice-area-specific AI guidance. The big consultancies do not know your practice. The vendors are not neutral. The CLEs are too general. And the firm down the street is figuring it out the same way you are.

The firm works exclusively with small law firms in Florida. Not tech companies. Not generic small businesses. Law firms. The specificity is the point. Every recommendation, every prompt, every policy is tested against actual Florida Bar guidance, actual Florida statutes, and actual practice-area workflows. *[Sources:* Florida Bar Opinion 24-1*]*

### What We Do

— AI readiness assessments: where your firm is, where the gaps are, what to fix first.

— Implementation support: selecting tools, negotiating enterprise agreements, building governance policies.

— Prompts and training: building the firm-specific prompt libraries and workflows that actually get used.

— Ongoing advisory: as the tools and Bar guidance evolve, your implementation needs to evolve with them.

### Who This Playbook Is For

This playbook is written for the managing partner of a small Florida business and corporate firm who knows AI is important, has probably experimented with it, and wants a practical roadmap from someone who has actually done the work. If that is you, the playbook is the first step. The conversation about your specific practice is the next one.

**READY TO IMPLEMENT AI IN YOUR BUSINESS AND CORPORATE PRACTICE?**

Book a free 15-minute assessment call to discuss (https://actionableai.s.gy/9Ei2uw):

— Which tools fit your existing stack and matter mix.

— Which three workflows to start with for your volume and practice area.

— How to build a governance policy your staff will actually follow.

— Florida-specific ethics guardrails for your practice, district, and judges.

— Whether a Florida SMB Legal Risk Checkup is a fit for your existing client base.

No pitch. No deck. No obligation.

actionableai.net · Greg Yates · gyates@actionableai.net

# Actionable AI

## Download the free Florida AI Starter Playbook.

Eight practical resources for managing partners and firm administrators: a readiness checklist, five pilot workflows, a tool-approval scorecard, a lawyer verification checklist, and a 90-day plan. It is free, and the button below downloads it directly.

Scan to download the Starter Playbook

**Download the Starter Playbook (PDF)**

Direct download: Florida AI Starter Playbook (PDF)

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## Want a second set of eyes on which workflow to pick?

I take 15-minute calls with managing partners and administrators. I will tell you whether there is a fit. No deck.

**Book a 15-minute introductory call**

**Book a 15-minute introductory call**