ACTIONABLE AI

presents

ChatGPT for Small Law Firms

A Practical Playbook

How to put the most widely used AI tool to work in your practice, without the ethics traps

actionableai.net · Prepared by Greg Yates - Updated September 19, 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.

ChatGPT's capabilities, model versions, pricing tiers, and data-handling policies change frequently. The specific models, features, and policies described in this playbook reflect OpenAI's published terms as of August 2026. Before relying on any of these details for firm governance decisions, verify current OpenAI terms of service, data processing agreements, and tier-specific features directly at openai.com.

All sample policies, disclosures, prompts, and templates in this playbook are starting points. Have a Florida-licensed attorney review them before adoption or use in your firm.

ChatGPT and the other products named in these pages are named because small firms already own or evaluate them, not as endorsements. Actionable AI takes no fees from any vendor and recommends no product.

A note on numbers. Every figure here falls into one of three buckets, and you can tell which from the sentence around it. Statutory amounts, deadlines, and case outcomes carry their own citation and can be checked at the source. Third-party statistics name the body that produced them. Anything else is an Actionable AI working assumption, offered to be stress-tested against your firm's own rates, volumes, and matter values rather than repeated as fact.

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The Problem With Generic AI Advice

Here is what the AI influencers will not tell you: ChatGPT was built for everybody, which means it was built for nobody in particular. Most of the advice circulating in bar association newsletters, CLE programs, and LinkedIn posts treats ChatGPT as a monolithic tool, as though the free version a solo practitioner signs up for on a Sunday afternoon is the same product a firm's managed IT team deploys under an enterprise agreement. It is not.

Generic AI advice also assumes that law is law, that the same prompts and workflows that help a marketer write ad copy will transfer cleanly to legal practice. They do not. The stakes are different. The rules are different. And the failure modes are different.

Three Things Generic Advice Does Not Know About Your Practice

— **The tier problem:** Which ChatGPT plan your firm uses determines what happens to your client data. Free and consumer plans may use your conversations to improve OpenAI's models. Business and Enterprise plans do not. That distinction is not a technical footnote. It is a Florida Bar Rule 4-1.6 problem.

— **Florida's specific rules:** Florida has its own ethics opinion on generative AI (Opinion 24-1, January 2024) and a new statewide AI citation rule for Florida state courts (SC2026-0673, effective June 2026). Generic advice about 'checking your state bar' is not the same as knowing what Florida actually requires.

— **The cost of being wrong here:** A document drafted by a paralegal can be reviewed and corrected. A hallucinated case citation filed in a Florida court can trigger sanctions, a show-cause order, and a disciplinary referral. The failure modes in legal practice are not embarrassments. They are career events.

What This Playbook Does Differently

This playbook was built for solo and small-firm Florida lawyers, the kind of practice where one managing partner is doing intake, managing staff, reviewing drafts, and handling client calls, often in the same morning. It answers three questions:

1. Which ChatGPT features and tiers are ethically safe for client matters, and which are not, with specific guidance on what Florida's rules require.
2. Which day-to-day workflows in a small law firm are genuinely well-suited to ChatGPT, and where ChatGPT will get you in trouble.
3. How to implement a basic governance structure your staff will actually follow, without a compliance department, an IT team, or a six-month rollout.

The Actionable AI Philosophy

Tools serve lawyers. Not the other way around. ChatGPT does not practice law. It generates text. Sometimes that text is excellent. Sometimes it fabricates a citation with complete confidence. Your job is to use it where it adds speed and quality to work you are already doing, and to verify everything it produces before it reaches a client, a court, or an opposing party.

THE ACTIONABLE AI TEST

Before you put ChatGPT near a client matter, answer four questions:

1. Does the plan or tool have a contractual no-training-on-your-data clause?
2. Where does the 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 on your case, knew you used ChatGPT for this purpose?

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

Why ChatGPT Is Different From Other AI Options

ChatGPT is not one tool. It is a family of products, different models, different plans, different data policies, that all share the same name and interface. Understanding these distinctions is not optional for a Florida lawyer. It is the starting point for any ethical use of the platform.

The Tier Problem: Not All ChatGPT Plans Are Equal

As of August 2026, OpenAI's ChatGPT plans include Free, Go, Plus, Pro, Business, and Enterprise. (Note: ChatGPT Team was renamed ChatGPT Business in August 2025.) The difference that matters most for law firms is not price or model access. It is data handling.

On the Free, Plus, and Pro tiers, OpenAI may use your conversations to improve its models, unless you have manually disabled this in your settings. For ChatGPT Business and Enterprise, OpenAI does not train on organization data by default.

For client matters, this playbook sets ChatGPT Business as the minimum firm-approved tier. Do not put a client's name, facts, or documents in a Free, Go, Plus, or Pro consumer account. That is a firm governance rule, not a subscription tier prescribed by Rule 4-1.6. The legal analysis turns on disclosure of information relating to the representation, informed consent or a permitted exception, the tool's terms, and reasonable safeguards. See Fla. Bar Ethics Op. 24-1 (Confidentiality); R. Regulating Fla. Bar 4-1.6.

> **IMPORTANT: THIS PLAYBOOK'S MINIMUM APPROVED TIER**
>
> ChatGPT Free, Go, Plus, and Pro: Not acceptable for client-matter work. Data may be used for model training. No contractual data processing agreement.
>
> ChatGPT Business: Minimum acceptable tier for client matters. OpenAI does not train on organization data by default. Centralized admin workspace, DPA included.
>
> ChatGPT Enterprise: Full enterprise controls, custom data processing agreements, SSO, audit logs, enhanced security. Appropriate for larger firms or firms with elevated security requirements.
>
> Verify current terms before signing: openai.com/policies

The Model Changes Constantly: Without Telling You

The model powering ChatGPT's default conversation changes periodically. ChatGPT runs a default conversational model for everyday work alongside slower, more deliberate reasoning models and a higher-capability tier for heavier tasks. Which of them you can reach depends on your plan and your usage limits. The lineup and the names change several times a year, so check what your plan currently offers at openai.com rather than relying on any list in a document, including this one.

What matters for lawyers: the model you are using today is not necessarily the model you tested last quarter. Output quality, hallucination rates, and reasoning depth vary by model. If your firm has built workflows around ChatGPT's outputs, test them periodically as models change. Do not assume yesterday's accuracy holds today.

ChatGPT Does Not Know the Law: It Knows Text About Law

ChatGPT was trained on a large corpus of text, including legal text. It can write fluently about legal concepts, produce drafts that look like legal documents, and generate citations that look real. The word 'look' is doing a lot of work in that sentence.

ChatGPT does not have access to a verified legal database. It does not search Westlaw or Lexis. It does not check whether the case it just cited exists, whether it is still good law, or whether the quote it attributed to a Florida court was ever actually written. It generates text that is statistically probable, which is not the same as accurate.

This is not a flaw that newer models have fixed. It is a structural feature of how large language models work. The verification responsibility does not sit with the model. It sits with you.

The Hallucination Risk in Legal Work

AI-generated citation errors have been documented in more than 2,000 court proceedings worldwide, according to the public AI Hallucination Cases database maintained by Damien Charlotin (damiencharlotin.com/hallucinations), and the count is still climbing, though not every incident resulted in sanctions. The documented pattern is consistent: AI generates a plausible-looking citation; the lawyer files it without verification; the court asks where the case came from. Florida's own cautionary tale is Capital Standard, LLC v. U.S. Bank National Association, No. 2D2024-1392, 2026 WL 2450571 (Fla. 2d DCA Aug. 21, 2026), in which counsel's amended brief contained at least 31 fabricated or unsupported citations, and after opposing counsel flagged the problem, his reply brief added 15 more. The court struck both briefs, fined him $1,500, ordered him to personally pay U.S. Bank's attorney's fees for preparing its answer brief in response to the amended initial brief, and referred him to The Florida Bar. See Capital Standard, slip op. at 10.

The key principle from every one of these cases is the same: 'The AI made it up' is not a defense. Verification is not optional. It is the minimum competency standard for any lawyer using AI-generated legal authority.

ChatGPT Is a Generalist in a Specialist's Job

ChatGPT knows a little about everything. It knows general contract law. It knows general employment law. It knows general bankruptcy law. It does not know the specific Florida statutes, local rules, or Florida Bar ethics positions that govern your practice. It does not know that the Middle District of Florida includes Jacksonville, not the Northern District. It does not know the details of 11 U.S.C. § 522(p): for cases filed from April 1, 2025 through March 31, 2028, the adjusted $214,000 limit generally applies to homestead interests acquired during the 1,215 days before filing, subject to § 522(p)(2). That subsection excepts a family farmer's principal residence and excludes qualifying value transferred from a prior principal residence in the same state. See 11 U.S.C. § 522(p)(1)–(2); U.S. Bankruptcy Court, N.D. Fla., 2025 adjustment table. It fills gaps with plausible-sounding text.

This is why every prompt in this playbook's library includes a jurisdiction signal (Florida) and why every output requires verification against a primary source before it reaches a client or court. ChatGPT's generalist training is a starting point, not an endpoint.

ChatGPT Is Not Codex

Codex is OpenAI's separate coding agent, designed for software engineers who need an AI to write, test, run, and debug code autonomously. Codex operates on the same underlying model infrastructure as ChatGPT's advanced reasoning capabilities, but it is a different product with a different interface and a fundamentally different purpose.

Codex can read and edit files in a codebase, run terminal commands, execute tests, and submit pull requests. None of that is relevant to day-to-day law firm operations. If your firm does not write software, Codex is not for you, and this playbook does not cover it.

The reason this matters: you may see Codex and ChatGPT mentioned in the same context as OpenAI unifies its product family. The two names refer to distinct tools. ChatGPT is the conversational interface lawyers use for drafting, research, and communications. Codex is a developer tool. Do not confuse them. Do not let a vendor confuse you.

The Florida Ethics Reality

Florida's ethics rules were written before generative AI existed. They apply to it anyway. That is not an accident of timing. It is how professional responsibility works. The rules address the conduct, not the tool.

On January 19, 2024, the Florida Bar Board of Governors unanimously approved Ethics Opinion 24-1, providing specific guidance on the ethical use of generative AI in legal practice. Florida was among the first states to issue formal AI ethics guidance. Every Florida lawyer using ChatGPT for client work is expected to know Opinion 24-1 exists. Read the full text at floridabar.org.

Additionally, amendments to Chapter 4 of the Rules Regulating the Florida Bar took effect on October 28, 2024, specifically addressing competence, client confidentiality, and supervision of nonlawyer assistants in terms that apply directly to AI tools.

The Five Rules That Matter Most

RULE 4-1.1: COMPETENCE (AND TECHNOLOGICAL COMPETENCE)

Rule 4-1.1 requires a lawyer to provide competent representation, which includes the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation. The comments to Rule 4-1.1 specifically address technological competence: a lawyer should keep abreast of changes in the law and its practice, including the benefits and risks associated with relevant technology.

For ChatGPT, competence means knowing the difference between ChatGPT's consumer and business tiers, understanding that ChatGPT's outputs require verification, and knowing enough about how large language models work to recognize when an output is unreliable. You do not need to understand the technology at an engineering level. You need to understand it at a practitioner level, specifically, what it does, what it cannot do, and what verification looks like.

> **WHAT COMPETENCE LOOKS LIKE IN PRACTICE**
>
> You know which ChatGPT tier your firm uses and what that means for data handling.
>
> You can recognize hallucinated citations and explain to staff how to check them.
>
> You have a documented verification step before any AI-generated legal authority goes into a client document or court filing.
>
> You can explain to a client, in plain terms, what ChatGPT was and was not used for on their matter.

RULE 4-1.6: CONFIDENTIALITY

Rule 4-1.6 prohibits a lawyer from revealing information relating to the representation of a client without informed consent, except as permitted by the rule. Opinion 24-1 is explicit: lawyers must ensure that the confidentiality of client information is protected when using generative AI by researching the program's policies on data retention, data sharing, and self-learning.

The practical requirement: before pasting client-identifying information into ChatGPT, you must know (a) what your ChatGPT plan does with that data, (b) whether you have a data processing agreement in place, and (c) whether your engagement letter discloses AI use to clients. If you cannot answer those three questions, do not paste the client's name into ChatGPT.

RULE 4-5.3: SUPERVISION OF NONLAWYER ASSISTANCE

Rule 4-5.3 requires a supervising lawyer to make reasonable efforts to ensure that the conduct of a nonlawyer assistant is compatible with the professional obligations of the lawyer. Opinion 24-1 extends this rule explicitly to generative AI: lawyers must review the work product of an AI tool, including verifying the accuracy and sufficiency of its outputs.

The implication for small firms: if a paralegal or associate is using ChatGPT to draft documents, the supervising lawyer is responsible for every output that leaves the firm. 'I didn't know the paralegal was using ChatGPT' is the supervision failure, not the absolution. Establish who uses ChatGPT, for what, and what the review process is, before use begins.

IMPORTANT: THE SUPERVISION REQUIREMENT

Every ChatGPT output that goes to a client, opposing party, or court must pass through a lawyer review.

Staff use of ChatGPT for client matters is not a staff decision. It is a firm decision that requires governance.

Document AI use in the matter file, including what was used, what was generated, and how it was verified.

RULE 4-3.3: CANDOR TOWARD THE TRIBUNAL

Rule 4-3.3(a)(1) prohibits a lawyer from knowingly making a false statement of fact or law to a tribunal or knowingly failing to correct a false statement of material fact or law previously made by the lawyer. Filing an unverified AI-generated citation does not by itself establish the knowledge element. It can nevertheless be inconsistent with the signer's representation that cited authorities exist and are accurately cited under Florida Rule of General Practice and Judicial Administration 2.515(d)(2), support sanctions, and implicate other duties. If the lawyer learns that a filed statement is false, Rule 4-3.3 requires correction. See R. Regulating Fla. Bar 4-3.3(a)(1); In re Amendments to Fla. R. Gen. Prac. & Jud. Admin. 2.515, No. SC2026-0673 (Fla. May 28, 2026).

Florida Supreme Court Opinion SC2026-0673 (issued May 28, 2026, effective June 15, 2026) amplifies this obligation in Florida state courts. The rule requires the signing attorney to represent that cited legal authorities 'exist and are accurately cited.' Authorized sanctions include reprimand, contempt, striking of the document, dismissal of proceedings, costs, attorneys' fees, or other sanctions. This rule applies to Florida state courts only. Federal court filings are governed by individual judge standing orders.

NEW RULE: FLORIDA STATE COURTS (SC2026-0673)

Effective June 15, 2026, the signing attorney in Florida state court proceedings must represent that cited authorities exist and are accurately cited.

This is not a disclosure requirement. It is a certification of accuracy.

Scope: Florida state courts only. Federal courts (district courts, bankruptcy courts, circuit courts of appeal) are governed by their own rules and individual judge standing orders.

Sanctions: reprimand, contempt, stricken document, dismissal, costs, attorney's fees.

Before every state court filing: check every legal citation against its primary source.

RULE 4-1.5: FEES

Rule 4-1.5 prohibits a lawyer from charging an illegal, prohibited, or clearly excessive fee. Opinion 24-1 addresses this directly: lawyers may not charge a client for AI-generated work product as if it were attorney time. If ChatGPT drafts a demand letter in 90 seconds and the lawyer spends 15 minutes reviewing and editing it, billing four hours for the letter is a fee problem.

The standard is straightforward: bill for the actual lawyer time, not the pre-AI time the task would have taken. Transparency with clients about AI use, including in the engagement letter, is the clean path.

Other Rules That Touch This Work

— **Rule 4-1.4, Communication:** Clients have the right to be informed about the means by which their matter is being handled. If you are using ChatGPT on a client's matter, your engagement letter or a separate disclosure should reflect that.

— **Rule 4-1.18, Prospective Clients:** Information shared by a prospective client during an intake conversation is protected. Do not paste prospective client intake information into a consumer-tier ChatGPT account to generate an initial case assessment.

— **Rule 4-5.5, Unauthorized Practice:** A lawyer may not delegate to generative AI any act that constitutes the practice of law, including negotiation, legal judgment calls, or any function that requires a lawyer's personal participation. ChatGPT drafts. Lawyers decide.

The Courts Are Writing Their Own Rules: Right Now

Florida's statewide AI citation rule is now in effect. But the regulatory environment is broader than one state court rule.

FLORIDA STATE COURTS: SC2026-0673 (EFF. JUNE 15, 2026)

Amends Rule of General Practice and Judicial Administration 2.515(d)(2).

Requires certification that cited authorities exist and are accurately cited.

Applies to attorneys and self-represented parties.

Eleventh Judicial Circuit (Miami-Dade): Administrative Order 26-15, which vacated and superseded AO 26-04 on May 19, 2026, was preempted by the statewide rule and AOSC26-12, which prohibit circuit courts from imposing separate AI certification or disclosure requirements.

Seventeenth Judicial Circuit (Broward): Administrative Order 2026-03-Gen Amendment 2 was similarly preempted. No circuit may add AI-specific certification requirements beyond the statewide rule.

Do not cite AI-generated legal authority without independent primary-source verification.

Federal courts operate on a different track. The Middle District of Florida, the Southern District of Florida, and the Northern District of Florida do not have a uniform district-wide AI disclosure rule as of June 2026. Individual judges have standing orders that vary and change. Before any federal filing, check the assigned judge's current procedures at the district's website.

BEFORE EVERY COURT FILING: CHECKLIST

Every legal citation verified against the primary source (not another AI output).

For Florida state court: SC2026-0673 certification language confirmed.

For federal court: assigned judge's current AI standing order checked.

Document verification in the matter file.

The Emerging Issue Most Firms Are Missing: The Privilege Gap

Most small law firms are focused on one ChatGPT risk: hallucinations. That is a real risk, and this playbook addresses it. But a second risk arrived in early 2026 that most small firms have not registered, and it is arguably more dangerous because it is invisible until it is too late.

The risk: using the wrong ChatGPT tier may have already exposed your client communications to a third party, and those communications may not be protected by attorney-client privilege even if they were.

United States v. Heppner: The Ruling Every Florida Lawyer Should Know

In February 2026, Judge Jed Rakoff of the Southern District of New York ruled in United States v. Heppner, No. 25-cr-00503-JSR, 2026 WL 436479 (S.D.N.Y. Feb. 17, 2026), on a question he called 'a question of first impression nationwide': whether a criminal defendant's written exchanges with an AI platform were protected by attorney-client privilege or the work product doctrine.

The answer was no on both counts. Judge Rakoff held that the communications were not 'between a client and his or her attorney', because the AI platform is not an attorney. The defendant's counsel confirmed the AI documents were prepared by the defendant on his own, not as counsel's agent. On the work product doctrine, the court found that disclosure to a third-party AI platform whose terms of service reserve rights to user data undermined any expectation of confidentiality.

Why This Matters for Small Law Firms

Heppner involved a criminal defendant's personal use of Claude, not a law firm's use of ChatGPT. But the underlying reasoning applies directly to any law firm that has pasted client confidences into a consumer-tier AI platform whose terms of service are not governed by a data processing agreement.

If your firm used a Free, Plus, or consumer Pro ChatGPT account, without a data processing agreement and without disabling model training, and pasted client matter information into it, those conversations may have been retained by OpenAI. Whether that exposure amounts to a waiver of privilege is a developing area of law with divergent district-court decisions. It is not settled. But 'unsettled' is not the same as 'safe.'

THE HEPPNER FRAMEWORK APPLIED TO CHATGPT TIERS

Free / Plus / Pro tier: No DPA. Terms may permit data retention and use. Conversations potentially accessible to OpenAI. Privilege analysis applies if disclosed to adverse party in litigation.

Business: OpenAI's Services Agreement includes a DPA for personal data and excludes organization content from training by default. Business chats, files, and canvas documents are retained indefinitely unless deleted. Do not assume Enterprise compliance logs are included.

Enterprise: DPA and default no-training commitment; workspace retention policies can be configured. The Compliance Platform offers audit and other logs to eligible Enterprise workspaces. Confirm the firm's actual controls and agreement.

Sources: OpenAI Services Agreement §§ 4.2, 5.3; OpenAI Help Center, "OpenAI Compliance Platform for Enterprise and Edu customers" and "Data retention when a member is removed from a workspace."

> The clean answer: stop using consumer ChatGPT tiers for client matter work immediately. Upgrade to Business or higher. Add AI disclosure language to your engagement letter.

The Emerging District Court Split You Should Watch

Courts have not reached consensus on this issue, and no court of appeals has decided it. Warner v. Gilbarco, Inc. (E.D. Mich. Feb. 10, 2026) and Morgan v. V2X, Inc. (D. Colo. Mar. 30, 2026) held that using a public AI tool is not by itself a disclosure that waives work product. Two state courts have since gone the same way: Tate Group Automotive, LLC v. Legacy Automotive Capital, LLC (Bus. Ct. Tex. June 3, 2026) treated ChatGPT exchanges as work product even in a non-lawyer's hands, and Assini v. Hayward (Sup. Ct. Nassau County 2026) quashed a subpoena for an entire ChatGPT account. Each distinguished Heppner as a criminal case in which a represented defendant used consumer AI without his lawyer's knowledge. The law is moving.

What this means for your firm: the answer in your circuit may look different in 12 months. The governance response, using only enterprise-tier AI tools with DPAs for client matters, is the defensible position regardless of how the question eventually settles at the district or appellate level.

The Intake Opportunity: Adding a Tier Audit to Your Practice

Most small firms have never conducted a formal audit of which ChatGPT accounts their lawyers and staff are using, let alone whether those accounts are configured correctly. Doing that audit now, before it becomes a discovery issue, is a straightforward risk-management step.

The audit questions are simple: Who in the firm has a personal ChatGPT account? Is anyone using a personal account for client work? Has the firm set up a Business or Enterprise workspace? Are all client-matter users inside the firm workspace?

> **THE TIER AUDIT: DO THIS FIRST**
>
> List every person in the firm who uses ChatGPT (lawyers, paralegals, assistants).
>
> Identify whether each is using a personal consumer account or the firm's Business workspace.
>
> Move all client-matter users to the firm's Business workspace before any further AI use on client matters.
>
> Verify the DPA is in place at openai.com.
>
> Document the audit date and results in your firm's governance file.

Ethics Risks and Governance Framework

Governance is not a compliance burden. It is the thing that lets you use ChatGPT confidently, because you have thought through the risks before something goes wrong, not after.

High-Risk Failure Modes

THE WRONG TIER: CONFIDENTIALITY LEAK

The single most common ChatGPT ethics failure in small law firms is using a consumer-tier account for client matters. It happens because: (1) a lawyer already has a personal ChatGPT account; (2) it works the same way as the firm account; and (3) nobody has set a policy. The fix is structural, firm workspace, all client-matter users inside it, policy in writing.

HALLUCINATED CITATIONS IN COURT FILINGS

Capital Standard, LLC v. U.S. Bank National Association, No. 2D2024-1392, 2026 WL 2450571 (Fla. 2d DCA Aug. 21, 2026) is Florida's version of this story. Counsel's amended brief contained at least 31 fabricated or unsupported citations, and after opposing counsel flagged the problem, his reply brief added 15 more. The court struck both briefs, fined him $1,500, ordered him to personally pay U.S. Bank's attorney's fees for preparing its answer brief in response to the amended initial brief, and referred him to The Florida Bar. See Capital Standard, slip op. at 10. The rule is simple: no AI-generated case citation goes into a court filing without being verified against a primary source, Westlaw, Lexis, Google Scholar, or the court's own database. There is no exception for time pressure.

> **CAREER-ENDING TRAP: UNVERIFIED CITATIONS**
>
> Every legal citation in a court filing, including case names, docket numbers, holdings, and quotations, must be verified against the primary source before filing.
>
> SC2026-0673 (effective June 15, 2026) requires Florida state court filers to certify that cited authorities exist and are accurately cited.
>
> If you did not independently verify it, you cannot certify it.

STAFF USE WITHOUT SUPERVISION

A paralegal uses ChatGPT to draft a client letter. The letter goes out without attorney review. It contains a statement of law that is wrong, or a factual error, or, worst case, a detail from another client's matter that was carried in the AI's context window. Supervision under Rule 4-5.3 is not a review of the AI. It is a review of the output. Every ChatGPT-drafted document that leaves the firm requires attorney eyes before it leaves.

THE BILLING INFLATION TRAP

Rule 4-1.5 does not allow billing for AI efficiency as though it were attorney time. If your firm's standard billing rate produces one hour of work in four minutes with ChatGPT's help, billing four hours for that task is a fee problem. Firms that have not updated their billing practices for AI-assisted work are accumulating fee exposure they may not see until a client files a bar grievance.

JURISDICTION-SPECIFIC ERRORS

ChatGPT's training data includes legal content from every U.S. jurisdiction. When you ask it about Florida law, it draws on a blend of Florida-specific content and analogous content from other states. It does not always know the difference. Florida-specific rules, exemptions, deadlines, local court procedures, Florida Bar requirements, need to be verified against Florida primary sources, not trusted because the answer sounds authoritative.

Data Classification Framework

Not every task requires enterprise-level privacy protection. This framework tells you which tier to use for which data.

Tier	What it is	Where it may go
Tier 1: Public	Legal concepts, general research questions, publicly available information, and hypotheticals with no client or matter-derived confidential facts	Any approved tool, including consumer ChatGPT
Tier 2: De-identified matter material	Matter-derived facts and draft excerpts with direct identifiers and contextual details that could reveal the client or matter removed	Firm-approved Business or Enterprise workspace only; verify the DPA and no-training commitment. Removing names alone may leave protected matter information. See Fla. Bar Ethics Op. 24-1.
Tier 3: Identified Client Data	Client names, matter facts, case details, correspondence with identifiers	Business or Enterprise tier only; DPA required
Tier 4: Highly Sensitive	SSNs, medical records, financial account numbers, immigration status, minor children, criminal history	Enterprise workspace with DPA; train staff separately and document each use. If a medical record contains Protected Health Information (PHI), input it only with an executed OpenAI Healthcare Addendum/BAA and a confirmed PHI-eligible workspace and feature. See OpenAI Services Agreement § 5.4.

Approved Tool List

Every firm should maintain a written Approved Tool List, a short document that names the specific ChatGPT tier the firm has approved for specific use cases, and explicitly prohibits unapproved tools for client matters. This list should be reviewed at least annually and updated when OpenAI changes its plans or policies.

The Approved Tool List does not need to be long. For most small firms, it is one line: 'ChatGPT Business (firm workspace) for Tier 2 and Tier 3 tasks. Free, Go, Plus, or Pro consumer ChatGPT accounts are not approved for client matter work.' That is the policy.

Staff Training Requirements

— **Initial training:** Before any staff member uses ChatGPT on a client matter, they must understand: the tier the firm uses, the data classification framework, the verification requirement for legal authority, and the review chain before any AI-generated output leaves the firm.

— **Minimum annual review:** Review the Approved Tool List and governance policy once a year, or whenever OpenAI announces significant plan or policy changes.

— **Incident protocol:** If a staff member uses an unapproved tool, pastes client information into a consumer account, or generates an output that goes to a client or court without review, that is an incident. Document it, assess the confidentiality exposure, and report to the Policy Supervisor.

— **The Policy Supervisor role:** Every firm using AI tools for client matters should designate one person as the AI Policy Supervisor, the person who answers questions, reviews incidents, and keeps the policy current. In a solo practice, that is you. In a small firm, it is the managing partner or a senior associate.

Best Use Cases by Workflow Stage

ChatGPT is most useful at the blank-page problem. When a lawyer or paralegal faces a task they know how to do but has to start from nothing, a letter, a memo, a client email, ChatGPT can produce a first draft in seconds that takes the task from zero to 70% in almost no time. The remaining share, which we put at roughly 30%, is the lawyer's job: accuracy, judgment, Florida-specific law, and the client relationship.

This section maps ChatGPT's strongest use cases to the seven stages of a small firm's daily operations. Each stage identifies where ChatGPT adds real value, and where it does not.

Stage 1: Client Intake and Initial Assessment

Intake is where the relationship starts and where the most important factual information arrives. ChatGPT can help process and organize intake information quickly. It cannot evaluate whether to take the case, identify conflicts, or assess the legal merits.

— **AI helps:** Summarizing a prospective client's handwritten or recorded intake notes into a structured matter summary. Drafting a list of follow-up questions based on the matter type. Generating a conflict-check memo format from the parties and entities the client has identified.

— **AI does not:** Conduct the conflict check. Evaluate whether the matter is worth taking. Identify legal issues the client has not raised. Establish whether the prospective client's information is protected, that is a Rule 4-1.18 analysis, not an AI task.

> **IMPORTANT: PROSPECTIVE CLIENT DATA**
>
> Information shared during intake by a prospective client is protected under Rule 4-1.18.
>
> Do not paste prospective client information, names, facts, case details, into a consumer-tier ChatGPT account.
>
> Use the firm's Business workspace for any AI-assisted intake work.

Stage 2: Legal Research, First Pass

ChatGPT can identify the legal issues likely to be relevant to a matter, summarize general legal frameworks, and draft research questions to take to Westlaw or Lexis. It cannot conduct reliable legal research on its own, and it cannot be trusted to produce accurate Florida-specific case law without verification.

— **AI helps:** Drafting a research plan, identifying the legal questions that need to be answered and the statutory and case law sources most likely to be relevant. Summarizing a Florida statute in plain language after you paste the text of the statute directly into ChatGPT. Explaining a legal doctrine in terms a client can understand.

— **AI does not:** Replace Westlaw or Lexis for legal authority. Accurately cite current Florida case law without verification. Know whether a case is still good law, whether a statute has been amended, or what a local circuit has held on a specific issue.

> **CAREER-ENDING TRAP: SKIPPING PRIMARY SOURCE VERIFICATION**
>
> Every case citation ChatGPT produces must be verified against its primary source before it appears in

> any filing or client document.
>
> This is not a suggestion. It is the Rule 4-3.3 standard and the SC2026-0673 certification requirement for Florida state court filers.
>
> ChatGPT can cite confidently and incorrectly in the same sentence. Verify first, file second.

Stage 3: Document Drafting

Document drafting is ChatGPT's strongest use case in legal practice. It is faster than a blank page, better than a template, and a significant time saver for documents a lawyer drafts repeatedly. The output always requires review, revision, and Florida-specific adaptation.

— **AI helps:** First drafts of demand letters, engagement letters, deposition outlines, settlement letters, correspondence with opposing counsel, client update letters, simple motions and pleadings. Converting a list of bullet points into a structured draft. Restructuring an existing document that has grown unwieldy.

— **AI does not:** Know your specific client's situation without being told. Know the Florida-specific procedural requirements for the document type. Catch its own substantive errors. Replace the lawyer's judgment on tone, strategy, and negotiating position.

Stage 4: Client Communications

Client communication is consistently one of the most time-consuming parts of a small firm's workload, and one of the highest-satisfaction areas for ChatGPT. Translating legal developments into plain English is something ChatGPT does well.

— **AI helps:** Drafting a client update email that translates a legal development, motion outcome, or settlement offer into clear, non-jargon language. Responding to a client's question with a draft that explains a legal concept without giving unsupported legal advice. Drafting a polite but firm response to a client who is pushing back on a professional recommendation.

— **AI does not:** Know the client's emotional state, history with the firm, or how much detail they want. Replace the lawyer's judgment on what to tell the client and when. Produce a communication that has been legally verified, every client communication involving legal information requires attorney review.

Stage 5: Document and Contract Review

ChatGPT can flag common contract issues, identify unusual provisions, and summarize long documents quickly. It cannot evaluate those provisions against your client's specific negotiating position, risk tolerance, or the Florida law that governs the transaction.

— **AI helps:** Summarizing a long contract into a plain-language synopsis of its key provisions. Generating a list of questions to discuss with the client about provisions that warrant attention. Comparing two versions of a document and identifying the changes.

— **AI does not:** Know what market-standard terms look like for your client's industry. Evaluate whether a contract clause is enforceable under Florida law without verification. Identify every risk in a complex agreement, contract review is a judgment exercise, not a text-processing exercise.

IMPORTANT: CONTRACT REVIEW LIMITATIONS

ChatGPT has been shown to miss risks in complex commercial agreements, particularly in areas involving Florida-specific enforceability, regulatory compliance, and industry-specific standards.

Use ChatGPT to accelerate the first-read summary, then apply your own expertise to the clauses that matter.

Stage 6: Matter Administration

The administrative load in a small firm, tracking deadlines, preparing meeting notes, cleaning up time entries, organizing matter files, is real and time-consuming. ChatGPT is surprisingly useful here, and the ethics stakes are generally lower than in client-facing work.

— **AI helps:** Summarizing a meeting or phone call from your rough notes into a structured memo. Drafting action item lists from a meeting summary. Cleaning up time entry descriptions so they read clearly to clients. Organizing bullet-point notes into a structured matter chronology.

— **AI does not:** Track your deadlines or calculate statute of limitations dates, those remain your responsibility. Verify the accuracy of dates and deadlines in the meeting notes it summarizes. Replace your docketing system.

IMPORTANT: DEADLINE CALCULATIONS ARE NEVER AN AI TASK

ChatGPT should never be the source of truth for a statute of limitations, filing deadline, or court-imposed deadline.

It can help you draft the memo about the deadline. It cannot calculate it reliably.

Always verify deadline calculations against the applicable statute, local rule, and court order.

Stage 7: Business Development and Marketing

For a solo or small firm, the burden of marketing, newsletters, LinkedIn posts, client alerts, website copy, is significant. ChatGPT is an excellent writing partner for practice development content, where the stakes for errors are lower and the volume is high.

— **AI helps:** Translating a legal development into a client-facing newsletter or LinkedIn post in plain English. Drafting a firm bio or practice area description. Generating topic ideas for a client education series. Creating a first draft of a presentation outline for a bar association CLE or chamber of commerce talk.

— **AI does not:** Know the current state of Florida law on a topic, always verify any legal statement in marketing content against a primary source. Replace your professional judgment about what to say publicly about your practice or your clients' matters.

Prompts Library

BEFORE YOU USE THESE PROMPTS

Strip all client identifiers before pasting into ChatGPT unless you are inside your firm's Business or Enterprise workspace with a DPA in place.

Verify every legal citation, statute reference, or statement of law against a primary source before it appears in a client document or court filing.

These prompts are calibrated for Florida small firm practice. Treat every output as a first draft that requires attorney review and Florida-specific adaptation.

Document ChatGPT use in your matter file: what was used, what was generated, how it was verified.

Stage 1: Client Intake and Initial Assessment

PROMPT 01: INTAKE NOTE SUMMARY · Stage 1: Client Intake

```
You are a legal assistant at a small Florida law firm. A prospective client has
just completed an intake conversation and the attorney has left rough notes.
Organize these notes into a structured intake summary with the following sections:

1. Client name and contact information (leave blank if not provided)
2. Matter type and practice area
3. Core facts as described by the client (3–5 bullet points)
4. Key dates mentioned
5. Parties involved (client, adverse parties, witnesses, entities)
6. Documents the client says they have
7. Questions that need to be answered at the next meeting
8. Red flags or complicating factors noted during intake

Do not make legal conclusions. Do not characterize the strength of the client's
position. Flag anything unclear with [NEEDS CLARIFICATION].

[PASTE ANONYMIZED INTAKE NOTES HERE]
```

PROMPT 02: CONFLICT CHECK MEMO · Stage 1: Client Intake

```
You are a legal assistant at a small Florida law firm. Based on the intake
information below, draft a conflict check memo to give to the supervising
attorney.

The memo should list:
1. Prospective client name and any related entities
```

```
2. All adverse parties identified so far
3. Witnesses or third parties named
4. Nature of the matter (1–2 sentences)
5. Potential conflict issues to check (e.g., prior representations, business relationships, family connections)

Flag anything that seems like a potential conflict risk with [FLAG]. Do not make a conflict determination, that is the attorney's job.

[PASTE ANONYMIZED INTAKE SUMMARY HERE]
```

PROMPT 03: FOLLOW-UP QUESTION LIST · Stage 1: Client Intake

```
You are a legal assistant at a small Florida law firm helping prepare for a follow-up client meeting. Based on the matter description below, generate a list of 10–15 questions the attorney should ask the client at the next meeting to fully develop the facts and identify the key legal issues.

Organize questions by category: (1) facts and timeline, (2) documents and evidence, (3) prior legal proceedings, (4) the client's goals and expectations.

Do not include questions about specific Florida statutes or case law, the attorney will add those. Focus on the factual and procedural picture.

[PASTE ANONYMIZED MATTER DESCRIPTION HERE]
```

Stage 2: Legal Research, First Pass

PROMPT 04: RESEARCH PLAN GENERATOR · Stage 2: Legal Research

```
You are a legal research assistant helping a small Florida law firm develop a research plan for a new matter.

Based on the matter description below, identify:
1. The 3–5 primary legal issues that need to be researched
2. For each issue: the type of authority most relevant (statute, case law, administrative rule, Florida Bar ethics opinion, court rule)
3. Suggested search terms for each issue
4. Any Florida-specific considerations or jurisdictional questions that need to be addressed

Do not cite specific cases or statutes, this is a research plan, not a research memo. Every legal authority will be verified independently.
```

```
[PASTE ANONYMIZED MATTER DESCRIPTION HERE]
```

PROMPT 05: PLAIN-LANGUAGE STATUTE SUMMARY · Stage 2: Legal Research

```
You are a legal writing assistant helping a small Florida law firm explain a statute to a non-lawyer client.

I am pasting the text of a Florida statute below. Please:
1. Summarize the statute in plain English in 3–4 paragraphs
2. Identify the key obligations, rights, or prohibitions it creates
3. Identify any exceptions or conditions that qualify the main rule
4. Note any terms that have defined meanings under the statute (do not define them, flag that definitions exist)

Do not add any legal conclusions beyond what the statute text says. Do not cite cases interpreting the statute, I will research those separately. Flag any ambiguous language with [AMBIGUOUS: VERIFY].

[PASTE STATUTE TEXT HERE]
```

Stage 3: Document Drafting

PROMPT 06: DEMAND LETTER FIRST DRAFT · Stage 3: Document Drafting

```
You are a legal writing assistant at a small Florida law firm. Draft a demand letter based on the matter summary below.

The letter should:
1. Open with a clear statement of who the client is and the basis of the claim
2. Set out the key facts in chronological order (3–5 paragraphs)
3. State the legal basis for the claim in plain but firm terms (use placeholder brackets [LEGAL THEORY] where specific statutes or cases need to be inserted by the attorney)
4. Make a specific demand (amount, action, or both)
5. Set a response deadline
6. Close professionally

Do not include specific case citations, those will be added by the attorney after verification. Use [BRACKET PLACEHOLDERS] for any Florida-specific legal elements. Write in a professional, firm tone, not aggressive, not apologetic.

[PASTE ANONYMIZED MATTER SUMMARY HERE]
```

PROMPT 07: ENGAGEMENT LETTER FIRST DRAFT · Stage 3: Document Drafting

```
You are a legal writing assistant at a small Florida law firm. Draft an engagement letter for a new client based on the matter information below.

The letter should include:
1. Description of the scope of representation (specific to the matter described)
2. Description of what is NOT included in the representation
3. Fee arrangement (use [FEE STRUCTURE] placeholder, the attorney will insert the actual terms)
4. Client responsibilities (document gathering, communication, responsiveness)
5. Billing and payment terms ([BILLING TERMS] placeholder)
6. Termination of representation language
7. A brief AI disclosure paragraph stating that the firm may use AI tools to assist with drafting and research, that all outputs are reviewed by a licensed attorney, and that client confidential information is handled in accordance with applicable ethics rules
8. Signature block

Write in clear, plain English. The client is not a lawyer. Avoid legal jargon where a plain word works.

[PASTE ANONYMIZED MATTER SUMMARY AND CLIENT INFORMATION HERE]
```

PROMPT 08: DEPOSITION OUTLINE · Stage 3: Document Drafting

```
You are a litigation support assistant at a small Florida law firm. Based on the deposition information below, draft a deposition outline for the attorney.

The outline should be organized into the following sections:
1. Background and qualifications (if expert) or personal background (if fact witness)
2. The witness's knowledge of the key facts and events
3. Documents the witness has seen, created, or received
4. The witness's relationship to the other parties
5. Impeachment areas (based on prior statements, if any are summarized below)
6. Closing questions

For each section, provide 5–8 suggested questions. Use open-ended questions unless a closed question is specifically needed for impeachment. Mark questions that depend on the witness's answer with [FOLLOW UP BASED ON ANSWER].

Do not include legal objections, those are the attorney's job during the
```

```
deposition.

[PASTE ANONYMIZED WITNESS BACKGROUND AND CASE SUMMARY HERE]
```

Stage 4: Client Communications

PROMPT 09: CLIENT UPDATE EMAIL · Stage 4: Client Communications

```
You are a legal assistant at a small Florida law firm drafting a client update email for attorney review.

Based on the case development described below, draft a client update email that:
1. Opens with a clear statement of what happened
2. Explains what it means for the client's matter in plain English (no legal jargon unless the term is explained)
3. Describes the next steps the firm will take
4. Describes any action needed from the client
5. Closes with a brief reassurance or context-setting paragraph

Tone: professional, clear, and direct. The client is not a lawyer. Do not hedge excessively, tell them what happened and what it means. Do not make legal predictions or promises about outcomes.

[PASTE ANONYMIZED CASE DEVELOPMENT SUMMARY HERE]
```

PROMPT 10: RESPONSE TO CLIENT INQUIRY · Stage 4: Client Communications

```
You are a legal assistant at a small Florida law firm drafting a response to a client inquiry for attorney review.

The client has asked the following question: [PASTE CLIENT QUESTION]

Draft a response that:
1. Acknowledges the question directly
2. Provides a clear, plain-language answer to the extent the attorney can answer it at this stage
3. Flags any part of the question that requires more information or further research with [ATTORNEY TO VERIFY]
4. Identifies any action the client needs to take

Do not give legal advice beyond what the matter summary supports. Use [ATTORNEY REVIEW REQUIRED] to flag any statement that carries legal significance and requires attorney sign-off before sending.
```

```
[PASTE ANONYMIZED MATTER CONTEXT HERE]
```

Stage 5: Document and Contract Review

PROMPT 11: CONTRACT RED-FLAG SUMMARY · Stage 5: Document and Contract Review

```
You are a legal review assistant at a small Florida law firm. I am pasting the text of a contract below. Please:

1. Identify the 5–8 provisions most likely to require attorney attention or client discussion
2. For each provision: quote the relevant language, describe what it does in plain English, and flag why it may warrant discussion
3. Identify any provisions that appear unusual or one-sided compared to standard commercial contract practice
4. Note any provisions that are missing that would typically appear in this type of agreement

Do not make a legal recommendation about whether to sign. Do not cite Florida case law, those citations will be verified separately. Use [VERIFY UNDER FLORIDA LAW] to flag provisions that may be affected by Florida-specific enforceability rules.

[PASTE ANONYMIZED CONTRACT TEXT HERE]
```

PROMPT 12: DOCUMENT COMPARISON MEMO · Stage 5: Document and Contract Review

```
You are a legal review assistant at a small Florida law firm. I am pasting two versions of a document below (Version 1 labeled OLD, Version 2 labeled NEW). Please:

1. Identify every substantive change between the two versions
2. Categorize each change as: addition, deletion, or modification
3. For modifications, quote both the old and new language
4. Flag any change that appears to materially shift the parties' rights or obligations with [MATERIAL CHANGE]
5. Summarize the overall direction of the changes in 2–3 sentences

Focus on substantive changes. Do not flag formatting, punctuation, or stylistic edits unless they change meaning.

[PASTE VERSION 1: OLD]
[PASTE VERSION 2: NEW]
```

Stage 6: Matter Administration

PROMPT 13: MEETING SUMMARY AND ACTION ITEMS · Stage 6: Matter Administration

```
You are a legal assistant at a small Florida law firm. I have rough notes from a
client meeting or internal strategy session. Please:

1. Organize the notes into a structured meeting summary with: date, attendees,
purpose of the meeting, key discussion points, and decisions made
2. Generate a numbered action item list, with: the task, the person responsible,
and the deadline (use [TBD] if no deadline was discussed)
3. Flag any item that requires attorney sign-off before action is taken with
[ATTORNEY APPROVAL REQUIRED]
4. Note any follow-up meetings or calls that were scheduled

Do not add any information not in the notes. If something is unclear, flag it with
[NEEDS CLARIFICATION] rather than filling in the gap.

[PASTE ROUGH MEETING NOTES HERE]
```

PROMPT 14: BILLING NARRATIVE CLEANUP · Stage 6: Matter Administration

```
You are a billing assistant at a small Florida law firm. I have a set of rough
time entries that need to be cleaned up for a client bill. Please rewrite each
entry to be:

1. Clear and specific, describe what was done, not just that time was spent
2. Client-friendly, written for someone who is not a lawyer to understand
3. Appropriately detailed, enough to justify the entry, not so long it reads like
a narrative
4. Consistent in tone and format across all entries

Do not change the time recorded or the substance of what was done. Do not add
detail that was not in the original entry. If an entry is too vague to
meaningfully clarify, flag it with [NEEDS MORE DETAIL FROM ATTORNEY].

[PASTE RAW TIME ENTRIES HERE]
```

Stage 7: Business Development and Marketing

PROMPT 15: LEGAL UPDATE FOR CLIENT NEWSLETTER OR LINKEDIN · Stage 7: Business Development

```
You are a legal communications assistant helping a small Florida law firm explain
a recent legal development to clients and prospective clients.

Based on the legal development described below, draft a 300–400 word client-facing
explanation that:
1. Opens with why this development matters to the reader (not a summary of the
legal technicalities)
2. Explains what changed or was decided, in plain English
3. Describes the practical impact on clients in the firm's target market
4. Ends with a clear call to action (contact us if this affects you, review your
existing agreements, etc.)

Tone: direct, informative, peer-level. Write as though you are explaining this to
a smart businessperson who does not have a law degree. Avoid legal jargon unless
you define it immediately.

Do not include specific case citations without [VERIFY CITATION] flagging, the
attorney will verify and insert accurate citations before publication.

[PASTE LEGAL DEVELOPMENT SUMMARY HERE]
```

Appendix A: Sample AI Governance Policy

[FIRM NAME] AI Tool Governance Policy, Effective [DATE]

Purpose

This policy governs the use of AI tools, including ChatGPT and any successor or related tools, in connection with client matters, firm operations, and communications at [FIRM NAME]. It exists to protect client confidentiality, ensure attorney supervision of AI-generated work product, and comply with the Florida Rules of Professional Conduct and applicable Florida Bar ethics opinions.

General Principles

— AI tools assist lawyers. They do not replace lawyer judgment, supervision, or accountability.

— Every AI-generated output that affects a client matter requires attorney review before it is used, sent, or filed.

— Client confidential information may only be entered into approved AI tools on the firm's enterprise workspace.

— AI use on client matters must be documented in the matter file.

Definitions

— **Approved AI Tool:** A tool specifically listed in the Approved Tool List attached to this policy, verified to have a data processing agreement and no-training-on-business-data policy.

— **Client Matter Work:** Any task related to a specific client, prospective client, or matter, including drafting, research, communications, document review, and billing.

— **Policy Supervisor:** [NAME] serves as the firm's AI Policy Supervisor and is the first point of contact for questions, incidents, or policy updates.

Permitted Uses

— Drafting first-draft documents, letters, and emails for attorney review

— Research planning and statute summarization (with primary-source verification required)

— Meeting summary and matter administration tasks

— Client communication drafts (for attorney review before sending)

— Business development content drafting (with attorney review of any legal statements)

— Billing narrative cleanup (billing records remain unchanged; narrative language only)

Prohibited Uses

— Entering Tier 3 or Tier 4 client data into any tool not on the Approved Tool List

— Using personal consumer ChatGPT accounts for any client matter work

— Filing any court document containing AI-generated legal authority without independent primary-source verification

— Billing a client for AI-generated time as though it were attorney time

— Delegating to AI any act that constitutes the practice of law, including legal judgment, advice to clients, or negotiation

Confidentiality and Data Handling

Before using any AI tool for client matter work, the user must confirm: (1) the tool is on the Approved Tool List; (2) the firm's enterprise workspace account is being used; and (3) the data being entered does not exceed the tier classification for that tool. See the Data Classification Framework in the Ethics Risks and Governance Framework chapter.

Court and Tribunal Filings

Any legal authority (case citations, statute references, regulatory citations) generated with AI assistance must be verified against the primary source before inclusion in a court filing or submission to any tribunal. For Florida state court filings, the signing attorney certifies compliance with SC2026-0673 (effective June 15, 2026). For federal filings, the assigned judge's current standing order governs.

Incident Response

If a staff member uses an unapproved tool, enters Tier 3 or Tier 4 data into an unapproved tool, or generates output that is used without attorney review, the incident must be reported to the Policy Supervisor within 24 hours. The Policy Supervisor will assess the confidentiality exposure and determine whether further action, including client notification, is required.

Acknowledgment

Each member of [FIRM NAME] who uses AI tools for any client matter work must sign this policy acknowledgment. Signature confirms that the person has read the policy, understands its requirements, and agrees to comply.

[NAME] _____ [DATE] _____

Appendix B: Client AI Disclosure Statement

The following disclosure language is intended to be incorporated into your firm's standard engagement letter. Have a Florida-licensed attorney review before adoption.

Suggested language for engagement letters:

> **SAMPLE ENGAGEMENT LETTER AI DISCLOSURE**
>
> Use of AI Tools. From time to time, our firm may use artificial intelligence tools, including ChatGPT or similar tools, to assist with drafting documents, research organization, and client communications. All AI-generated work product is reviewed by a licensed attorney before it is used in your matter or sent to any party.
>
> Your confidential information. When AI tools are used on your matter, your confidential information is entered only into our firm's enterprise AI workspace, which is governed by a data processing agreement that prohibits use of your information to train AI models.
>
> Verification. We independently verify any legal authority, case citations, statutes, regulatory requirements, that is generated with AI assistance before it appears in any filing or client document.
>
> Questions. If you have questions about how AI tools are used in your matter, please ask us at any time.

Implementation Notes

— Update this language if your firm upgrades or changes its approved AI platform.

— Consider whether your specific practice area warrants additional disclosure about Tier 4 data types (medical records, SSNs, financial account numbers).

— Retain a signed copy of the engagement letter in every client file.

Appendix C: Court and Agency AI Disclosure and Certification

AI disclosure requirements for court filings vary by court and are evolving rapidly. The following templates are starting points. Verify the current requirements with the specific court before any filing.

Florida State Court Filings: SC2026-0673

Florida Supreme Court Opinion SC2026-0673 (issued May 28, 2026, effective June 15, 2026) requires the signing attorney to represent that cited legal authorities 'exist and are accurately cited.' This is not an affirmative AI disclosure requirement. It is a certification of accuracy. The following language may be used as a precautionary disclosure in Florida state court filings:

SAMPLE FLORIDA STATE COURT AI DISCLOSURE

[INSERT APPLICABLE FLORIDA CIRCUIT] Case No. [___]

AI DISCLOSURE: Undersigned counsel states that [no artificial intelligence tool was used in the preparation of this filing] OR [artificial intelligence tools were used to assist in the preparation of this filing, and all legal citations, factual assertions, and legal authority contained herein have been independently reviewed and verified by undersigned counsel].

In compliance with Florida Supreme Court Opinion SC2026-0673 (eff. June 15, 2026), undersigned counsel certifies that all cited legal authorities exist and are accurately cited.

Federal Court Filings

Federal courts in Florida do not have a uniform district-wide AI disclosure rule as of June 2026. Disclosure requirements depend on the assigned judge's standing orders. Before any federal filing, in the Middle District, Southern District, or Northern District of Florida, check the assigned judge's current procedures at the district's website.

BEFORE EVERY FEDERAL FILING: CHECKLIST

Middle District of Florida: flmd.uscourts.gov, review assigned judge's standing order.

Southern District of Florida: flsd.uscourts.gov, review assigned judge's standing order.

Northern District of Florida: flnd.uscourts.gov, review assigned judge's standing order.

When in doubt, disclose. Include AI use in the filing and certify that all legal authority has been independently verified.

Appendix D: Letter to AI Vendors: Nine-Question Questionnaire

Use this questionnaire when evaluating ChatGPT tiers, add-on tools, or any AI product your firm is considering for client matter work. Send it to the vendor's legal or compliance team and retain the written response.

Questions

1. Does your service have a written data processing agreement that contractually prohibits training your AI models on our law firm's data, including client information and matter details?
2. Where is our firm's data stored? In which countries, and under which data sovereignty laws?
3. What is your data retention policy for conversations, documents, and uploaded files? How do we request deletion, and what is the guaranteed deletion timeline?
4. Who within your organization can access our firm's data? Under what circumstances?
5. Do you provide audit logs of data access and processing? Can we retrieve them?
6. In the event of a data breach involving our firm's data, what is your breach notification process and timeline?
7. How does your service handle documents containing Social Security numbers, medical information, financial account numbers, or other highly sensitive data?
8. What certifications does your service hold (SOC 2 Type II, ISO 27001, etc.)? Can you provide a current certificate or audit report?
9. Does your service integrate with any third-party tools, and if so, what data is shared with those third parties and under what terms?

Appendix E: 90-Day Implementation Roadmap

Implementation does not require a technology committee, an IT consultant, or a multi-month rollout. For a small Florida law firm, 90 days is enough to go from 'we're thinking about this' to 'we have a working system we trust.'

Days 1–30: Foundation

— **Designate a Policy Supervisor:** One person is responsible for the firm's AI governance. In a solo practice, that is you. In a small firm, it is the managing partner or a senior associate.

— **Conduct the Tier Audit:** List everyone in the firm who uses ChatGPT. Identify personal consumer accounts. Move all client-matter users to the firm's Business workspace.

— **Verify the DPA:** Confirm at openai.com that the firm's ChatGPT workspace plan includes a data processing agreement.

— **Draft and sign the AI Governance Policy:** Use Appendix A as your starting point. Have every staff member sign the acknowledgment.

— **Add the engagement letter disclosure:** Use Appendix B as your starting point. Update the engagement letter template and use the new version for all new engagements.

— **Complete one CLE:** Florida Bar Rule 6-10.3 requires 3 hours of technology CLE per cycle. A ChatGPT-focused program may qualify for Florida technology CLE if approved by The Florida Bar.

— **Pick two tasks:** Identify two specific tasks from the workflow stage list where you will try ChatGPT in the next 30 days. Do not try to implement everything at once.

Days 31–60: Proficiency

— **Run your first prompts:** Use the Prompts Library on the two tasks you identified. Save your best-performing prompts in the firm's shared workspace for reuse.

— **Build a verification gate:** For any task involving legal authority, research, citation, statutes, establish the specific step where a lawyer checks the AI output against the primary source. Make this a checklist item, not a memory exercise.

— **Review the first 30 days:** What worked? What did not? Which prompts produced useful first drafts? Where did you still spend most of your review time? Adjust.

— **Train your staff:** If you have paralegals or assistants using ChatGPT, conduct a 30-minute training on the governance policy, the data classification framework, and the verification requirement.

— **Check for court rule updates:** Verify whether any assigned judge's AI standing orders have changed since you last checked.

Days 61–90: Optimize

— **Measure the time savings:** Identify three tasks where ChatGPT saved meaningful time in the first 60 days. Estimate the hours saved per week. This is your ROI baseline.

— **Expand to two more tasks:** Add two more workflow stages to your ChatGPT practice, using the prompts library as a starting point.

— **Run the Privilege Gap audit:** If your firm has any history of using consumer-tier ChatGPT for client matters, assess the exposure in light of Heppner and consult counsel if needed.

— **Schedule the annual review:** Set a calendar reminder for 12 months from today to review the AI Governance Policy, the Approved Tool List, and any new Florida Bar or court guidance.

WHAT SUCCESS LOOKS LIKE AT DAY 90

Every client-matter user is inside the firm's Business or Enterprise workspace.

The AI Governance Policy is signed and in the firm's governance file.

The engagement letter disclosure is in every new engagement letter.

At least three specific workflow tasks are running faster and with consistent quality.

Every lawyer in the firm can explain the verification requirement in one sentence.

You have a scheduled date to review the policy in 12 months.

Sources and Ethics Anchors

— Florida Bar Ethics Opinion 24-1, Lawyers' Use of Generative AI (January 19, 2024): https://www.floridabar.org/etopinions/opinion-24-1/

— ABA Formal Opinion 512, Generative Artificial Intelligence Tools (July 29, 2024): https://www.americanbar.org/content/dam/aba/administrative/professional_responsibility/aba-formal-opinion-512.pdf

— In re Amendments to Rules Regulating The Florida Bar – Chapter 4, 393 So. 3d 137 (Fla. 2024) (SC2024-0032, decided August 29, 2024, effective October 28, 2024): amending the Comments to Rules 4-1.1, 4-1.6, 4-5.1, and 4-5.3 to address generative artificial intelligence

— Florida Supreme Court Opinion SC2026-0673 (May 28, 2026, eff. June 15, 2026): amending Rule of General Practice and Judicial Administration 2.515(d)(2) for Florida state courts. Comments were accepted through August 11, 2026

— In re Representations by Signers of Filings, No. AOSC26-12 (Fla. May 28, 2026): preempting circuit court AI disclosure and certification orders

— Capital Standard, LLC v. U.S. Bank National Association, No. 2D2024-1392, 2026 WL 2450571 (Fla. 2d DCA Aug. 21, 2026): referral of counsel to The Florida Bar after 46 fabricated or unsupported citations appeared across two briefs

— United States v. Heppner, No. 25-cr-00503-JSR, 2026 WL 436479 (S.D.N.Y. Feb. 17, 2026): AI-generated documents not protected by attorney-client privilege or the work product doctrine

— Warner v. Gilbarco, Inc., 2026 WL 373043 (E.D. Mich. Feb. 10, 2026) and Morgan v. V2X, Inc., 2026 WL 864223 (D. Colo. Mar. 30, 2026): declining to find work product waiver from public AI use in civil cases

— Rules Regulating The Florida Bar: 4-1.1, 4-1.4, 4-1.5, 4-1.6, 4-1.18, 4-3.3, 4-5.3, 4-5.5, and 6-10.3

— OpenAI plans, model availability, and data-handling terms: https://openai.com/policies. Verify before relying on any tier or model statement in this playbook

— OpenAI Services Agreement, §§ 4.2, 5.3–5.4 (effective Jan. 1, 2026)

— OpenAI Help Center, "OpenAI Compliance Platform for Enterprise and Edu customers"

— OpenAI Help Center, "Data retention when a member is removed from a workspace"

— OpenAI Help Center, "HIPAA eligible products and functionality"

— Capital Standard, LLC v. U.S. Bank National Association, No. 2D2024-1392, slip op. at 10 (Fla. 2d DCA Aug. 21, 2026)

— 11 U.S.C. § 522(p)(1)–(2)

— U.S. Bankruptcy Court, N.D. Fla., 2025 adjustment table, § 522(p)

About Actionable AI

Actionable AI helps small law firms evaluate, adopt, and implement practical AI tools, without the hype, without the jargon, and without the six-month consulting engagement.

Greg Yates is the founder of Actionable AI and a former Big Law corporate equity partner at Steptoe (NYC Managing Partner) and Seyfarth Shaw. He works exclusively with small law firms, solo practitioners to 15-lawyer practices, whose decision-makers are experienced lawyers, not technologists. His job is to translate AI from interesting to implementable.

What We Do

— AI readiness assessments, a structured conversation about where your firm is and where AI can help, with a written findings report and specific recommendations.

— Tool selection and vetting, evaluating specific AI tools against your practice area, your data types, and your Florida ethics obligations before you commit.

— Implementation and training, working directly with your team to install, configure, and train on approved tools, with a governance framework your staff will actually follow.

— Lunch-and-learn programs and CLE, bar association, law school alumni, and chamber presentations on practical AI adoption for small law firms.

Who This Playbook Is For

This playbook was written for Florida law firms with fewer than 50 people, the kind of firm where the managing partner is also the rainmaker, the supervisor, and frequently the person who answers the phones. If that describes you, this playbook was built for your actual practice, not for a firm that has an IT department.

READY TO TALK?

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

Which ChatGPT tier is right for your firm size and practice area

Which 2–3 workflows to start with given your specific case mix

How to build a governance policy your staff will actually follow

Florida-specific ethics guardrails for your circuit and your judges

Whether your current ChatGPT setup exposes client data under the Heppner standard

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.

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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