ACTIONABLE AI

presents

AI Playbook

for Florida Employment Law Firms

Plaintiff & Employee-Side Practice · A Practical Guide to Using AI Responsibly, Ethically, and Profitably

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.

Employment law moves fast. Statutes are amended, minimum wages are indexed, agency guidance is rescinded, and courts issue new orders on AI use almost monthly. Every statute, deadline, damages cap, and case cited in this playbook is current as of the 2026 edition date and must be independently verified against a primary source before you rely on it in a client matter.

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 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. Primary-source links for every citation in this playbook are collected in Appendix F: Key Authorities.

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The Problem With Generic AI Advice

Here is what the AI influencers will not tell you: the advice flooding your inbox was written for nobody. The same deck gets sold to a marketing agency, a dental practice, and a plaintiff's employment firm. It does not know the difference, because it was never built to.

It does not know you carry cases on a contingency, so a bad intake decision costs you money instead of a client's. It does not know that a Title VII charge in Florida has a 300-day clock, that a Florida Civil Rights Act charge has a 365-day clock, and that a right-to-sue letter starts a 90-day fuse that, once lit, almost never gets put out. It does not know that your client's strongest evidence of emotional-distress damages is also the most sensitive data you will ever touch. It does not know that when you win, a federal judge reads your time records line by line.

Generic AI advice produces generic results. In a plaintiff's employment practice, generic results mean a missed deadline that ends a meritorious case, a hallucinated citation that draws a show-cause order, a confidentiality breach involving a client's therapy records, and a fee petition that opposing counsel shreds because the hours do not add up. The cost of wrong is not embarrassment. It is a barred claim, a Bar grievance, and a client who trusted you and has nowhere else to go.

What This Playbook Does Differently

This playbook was built for the small Florida firm that represents employees, solos and firms with fewer than 25 lawyers handling discrimination, harassment, retaliation, wage-and-hour, FMLA, whistleblower, and restrictive-covenant matters against employers and their insurance-funded defense firms. Every recommendation is pressure-tested against the Florida Rules of Professional Conduct, Florida Bar Ethics Opinion 24-1, the current Florida and federal employment statutes, and the economics of running a contingency practice where the managing partner is also the trial lawyer.

It answers three questions that matter:

1. What are the real ethics risks of using AI, and how do you build guardrails that hold under a federal judge's scrutiny?
2. What specific tasks should you use AI for, and which ones will end your career?
3. How do you implement AI without blowing a deadline, leaking a client's records, or filing a fake case?

That is it. No evangelism. No predictions about the future of law. No vendor kickbacks. Just the specific, Florida-grounded, plaintiff-side analysis a small firm needs to make good decisions in 2026.

The Actionable AI Philosophy

Tools serve lawyers. Not the other way around.

The plaintiff's firm that benefits most from AI is not the one that adopts the most tools. It is the one that adopts the right ones carefully. It picks them, governs them, trains on them, and uses each only where it earns its keep. Your practice is deadline-driven, evidence-heavy, and fought against opponents with deeper pockets. AI fits that practice well. It can read a 4,000-page document production overnight, draft a first-pass discovery set in minutes, and summarize a deposition with page-and-line cites while you sleep. But it can

also invent a case, misstate a deadline, and reveal your client's medical history to a third party, and every one of those failures lands on you, not the model.

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 the client data go, and who can access it?
3. Can a lawyer verify the output before it reaches a client, an agency, or a court?
4. Would you be comfortable if The Florida Bar, and the federal judge on your case, knew you used this tool for this purpose?

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

Why Plaintiff Employment Practice Is Different

Every practice area has its own relationship with AI. Estate planners worry about Florida homestead. Litigators worry about hallucinated citations. A plaintiff's employment firm carries a particular set of pressures, and they shape every recommendation in this playbook.

You Eat the Cost of a Bad Case

A contingency practice lives or dies on case selection. You see far more potential clients than you can take, and the ones you decline still cost you the consultation hour. The ones you take wrong cost you months of work and out-of-pocket expense you never recover. Intake is not administrative overhead in this practice. It is the single most consequential decision you make, repeated dozens of times a month.

That is exactly where AI delivers value. Turning a rambling intake call into a structured screening memo, surfacing the claims and the deadlines, flagging the facts that make a case strong or fatal. These are pattern tasks at volume, which is what these tools do well. The win is not the model deciding whether to take the case. The win is the model clearing the underbrush so you make that judgment faster and on better information.

The Deadline Minefield

No practice area punishes a blown deadline more brutally than this one. The clocks run from the moment of the adverse action, they vary by claim and forum, and they overlap:

— **Title VII, ADA, ADEA, PWFA charges:** 300 days to file with the EEOC in Florida, because Florida is a deferral state with its own agency (the FCHR). Confirm the applicable statute and trigger date; a missed administrative deadline may bar a claim, subject to statutory rules and exceptions. Sources: Title VII, ADA, ADEA, and PWFA; Fla. Stat. § 760.11(1) (2026)

— **Florida Civil Rights Act:** 365 days to file an administrative complaint under Fla. Stat. § 760.11(1). Separately, for civil actions governed by the 2026 amendment, § 760.11(5) generally requires suit within one year after the earlier of an FCHR reasonable-cause determination or an EEOC notice of right to sue; if neither occurs within 180 days after the charge, the outside deadline is 18 months after filing the charge. The amendment took effect July 1, 2026. Calendar the actual trigger and confirm which timing rule applies; do not treat the 365-day charge period as the lawsuit deadline. Sources: Fla. Stat. § 760.11 (2026); Ch. 2026-116, Laws of Florida

— **Right-to-sue letter:** For Title VII, ADA, and PWFA claims, suit generally must be filed within 90 days after receipt of the EEOC notice. For ADEA claims, a claimant may sue 60 days after filing the charge; if the EEOC gives notice of termination of proceedings, suit generally must be brought within 90 days after receiving that notice. Confirm receipt, exhaustion, and any claim-specific rule. Sources: 42 U.S.C. § 2000e-5(f)(1); 29 U.S.C. § 626(e); 42 U.S.C. § 2000gg-2

— **FLSA wage claims:** Two years, or three for willful violations, under 29 U.S.C. § 255, and the clock keeps running for each opt-in plaintiff until consent is filed. Sources: 29 U.S.C. §§ 255, 216(b)

— **Florida minimum wage:** A written pre-suit notice is required under Fla. Stat. § 448.110(6) before you can sue, and the employer has 15 calendar days after receipt to pay or otherwise resolve the claim. Skip the notice and the case is not ripe. The limitations period is the longest clock in this chapter: five

years for a willful violation under Fla. Stat. § 95.11(2)(d), four years otherwise under § 95.11(3)(p). Sources: Fla. Stat. § 448.110(6), (8) (2026); Fla. Stat. § 95.11

— **Workers' compensation retaliation:** Four years under Fla. Stat. § 440.205, as an action founded on a statutory liability under Fla. Stat. § 95.11(3)(e). Sources: Fla. Stat. §§ 440.205, 95.11

— **Unpaid wages under Fla. Stat. § 448.08:** Two years under Fla. Stat. § 95.11(5)(d), which covers actions to recover wages or overtime or damages or penalties concerning payment of wages. Confirm the claim's legal basis and accrual date before calendaring. Sources: Fla. Stat. § 95.11(5)(d); Fla. Stat. § 448.08 (2026)

AI is genuinely useful here. It can generate a deadline checklist from a fact pattern in seconds. It is also genuinely dangerous here, because models trained on national data confidently give you the 180-day charge deadline that applies in non-deferral states, not the 300-day Florida deadline. A deadline an AI gives you is a hypothesis, not a calendar entry. Verify every one against the current statute and the EEOC's own deadline tool, then docket it yourself.

> **IMPORTANT**
>
> The Florida Civil Rights Act's civil-action timing changed with CS/HB 1407, signed May 22, 2026 as Chapter 2026-116, Laws of Florida, effective July 1, 2026. For actions filed on or after that date, an FCRA civil action must be filed no later than one year after the FCHR's reasonable-cause determination or the EEOC's notice of right to sue, whichever is earlier, and within 18 months of the charge if neither agency acts within 180 days. The 365-day deadline to file the underlying charge with the FCHR under § 760.11(1) did not change.
>
> The deadline an AI tool trained on older data gives you is very likely wrong. Confirm the current rule before you rely on it.

You Are Outgunned on Resources, Not on Facts

Your opponent is usually a management-side firm with associates, paralegals, and a panel of insurance-funded experts. They can throw bodies at a 30,000-document production. You cannot. The asymmetry is the whole game, and historically it favored the side that could afford the most document-review hours.

AI changes that math. A document-review tool can surface the smoking-gun email in a production overnight for a fraction of what the other side spends to bury it. A research AI can match a national firm's brief bank. This is the most consequential way AI helps a plaintiff's firm: it narrows the resource gap that defense firms have relied on for decades. Used well, it lets a two-lawyer firm litigate like a ten-lawyer one.

Your Clients Are Vulnerable, and So Is Their Data

Your client was fired, harassed, passed over, or pushed out. They are anxious, often broke, and frequently handing you the most private records they own: medical and mental-health histories to prove emotional-distress damages, financial records to prove economic loss, and personnel files full of other people's protected information. This is not ordinary client data. It is the category of information that, if it leaks into a free AI tool, becomes a confidentiality violation and a second injury to a client who came to you for protection.

The model does not care about any of that, which is the point. You have to build the guardrails the model lacks: which tool sees which data, and what never gets pasted anywhere without a contract behind it.

When You Win, a Judge Audits Your Hours

Most of your fee recovery comes from statutory fee-shifting: Title VII under 42 U.S.C. § 2000e-5(k), the FLSA under 29 U.S.C. § 216(b), the FCRA under Fla. Stat. § 760.11(5), unpaid-wage claims under Fla. Stat. § 448.08, and minimum-wage claims under § 448.110(6). Those fees are awarded on a lodestar: your hours, multiplied by a reasonable rate, scrutinized by a defense firm whose job is to cut them and a judge whose job is to police them.

This is where AI creates a trap unique to your side of the bar. If AI compresses a six-hour brief into ninety minutes, your fee petition must claim ninety minutes. Florida Bar Ethics Opinion 24-1 is explicit that AI efficiency cannot be used to inflate time. Submit a lodestar built on the hours the work used to take, and you have not only an ethics problem under Rule 4-1.5. You have a credibility problem in front of the one judge you most need to trust you. We return to this in the ethics chapter, because it is the single most important fee issue in an AI-assisted plaintiff's practice.

The Florida-and-Federal Double Layer

Your claims live in two systems at once. Federal statutes set one floor: Title VII, the ADA, the ADEA, the FMLA, the Equal Pay Act, the Pregnant Workers Fairness Act, and Section 1981. Florida statutes set another: the Florida Civil Rights Act (Ch. 760), the Florida Minimum Wage Act (§ 448.110) tied to Article X, Section 24 of the state constitution, the Private Whistleblower Act (§ 448.101–105), workers' compensation retaliation (§ 440.205), and the restrictive-covenant statutes (§ 542.335 and the new CHOICE Act). The damages, deadlines, defenses, and forums differ between the two layers, and a claim can proceed under both.

AI tools have a weak grasp of the Florida layer. They will give you the federal damages caps and miss how differently Florida's run: FCRA compensatory damages are not subject to the 42 U.S.C. § 1981a caps at all, while FCRA punitive damages carry their own $100,000 ceiling under Fla. Stat. § 760.11(5). They will quote last year's minimum wage. They will analyze a non-compete under § 542.335 and miss that the CHOICE Act, effective July 1, 2025, rewrote the rules for higher-earning employees. Every Florida-specific assertion an AI makes needs verification against the current statute. The model is fluent. It is also confidently wrong on the particulars that decide Florida cases.

The Florida Ethics Reality

The Florida Rules of Professional Conduct were not written with AI in mind. They apply anyway. The framework is not complicated once you map it onto the way AI actually gets used in a plaintiff's employment practice. Ignoring it is the fastest way to turn a winning case into a Bar file.

Florida Bar Ethics Opinion 24-1, issued January 19, 2024, addresses generative AI directly. It is required reading for any Florida lawyer using these tools on client matters. Its conclusions are not novel, since it applies existing rules to a new technology, but the application is what matters. Read the actual opinion at floridabar.org. The summary below 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 the benefits and risks of relevant technology. In a plaintiff's practice, competence has a sharp edge: you must understand AI well enough to know that the deadline it gave you might be the wrong one, that the case it cited might not exist, and that the damages model it built might have applied the wrong cap. Competence does not require power-user skill. It requires enough understanding to decide when AI is appropriate, to supervise its use, and to verify its output before it goes anywhere. Florida's CLE rules require three of the thirty hours per three-year cycle in approved technology programs, and Bar-approved AI CLEs satisfy that requirement.

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

RULE 4-1.6: CONFIDENTIALITY OF INFORMATION

Your files hold the most sensitive information a lawyer touches: a client's psychiatric records, HIV status, substance-abuse treatment, pay history, and personnel data of third parties produced in discovery. Rule 4-1.6 protects information relating to the representation, but not every use of an AI tool necessarily discloses that information to a third party. Analyze the service's data flow, terms, access, retention, training, sharing, and safeguards; the fact that data reaches a vendor server, standing alone, does not resolve whether a disclosure occurred. Florida Bar Ethics Opinion 24-1 recommends informed consent before a third-party generative-AI use that would disclose confidential information; it states that Rule 4-1.6 does not require consent when there is no third-party disclosure. Firm policy is more specific: obtain the client's express, informed written consent in the engagement letter or a matter-specific addendum before disclosing any confidential client information to an independent third-party generative-AI provider. Consent does not replace tool review, data minimization, or safeguards. Sources: Florida Bar Ethics Op. 24-1 (advisory); RRTFB Rule 4-1.6

The bright line: enterprise AI tools with signed Data Processing Agreements are appropriate for client-specific work. Free consumer tools are appropriate only for hypotheticals, public-law research, and tasks with no client identifiers or facts. There is no overlap zone. Either the tool has the contract or it does not.

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 a vendor cannot give you all three, the tool is not approved, and a client's medical records never go near it.

RULE 4-5.3: RESPONSIBILITIES REGARDING NONLAWYER ASSISTANCE

Florida Bar guidance treats AI output the way it treats work product from a nonlawyer assistant. The model is your junior associate. In a small plaintiff's firm, it may be the only associate you have, which makes the supervision duty heavier, not lighter. You are responsible for what it produces: written policies, training, verification, and documented oversight. The risk is the solo who runs an entire practice through AI and supervises none of it.

NOTE

If a Bar grievance arrived tomorrow about AI-generated work 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 fabricate case citations and statutory provisions. This is not a bug awaiting a patch. It is how language models work. They predict plausible text, not true text. A confident paragraph citing a 2023 Eleventh Circuit decision may be entirely invented.

Florida has its own cautionary tale. In Capital Standard, LLC v. U.S. Bank National Association, No. 2D2024-1392, 2026 WL 2450571 (Fla. 2d DCA Aug. 21, 2026), the court found at least 31 fabricated or unsupported citations in counsel's amended brief, growing to 46 after opposing counsel flagged the problem. The court struck both briefs, fined him $1,500, made him personally liable for the opposing party's appellate fees, and referred him to The Florida Bar. The lesson is not subtle. 'The AI made it up' is not a defense.

IMPORTANT

No AI-generated citation, whether case, statute, regulation, or quotation, appears in any document, filing, memo, letter, or internal note, until a real lawyer has verified it against Westlaw, Lexis, or an official court or government database.

Print it. Put it on the wall. Make it absolute.

RULE 4-1.5: FEES, AND THE LODESTAR TRAP

This is the rule that bites hardest on your side of the bar. Your fees come two ways: a contingency on the recovery, governed by Rule 4-1.5(f) and its Statement of Client's Rights, and statutory fee-shifting awarded on a lodestar of hours actually worked. AI compresses hours. Opinion 24-1 says plainly that the efficiency gain cannot 'result in falsely inflated claims of time.'

Put those facts together and the trap is obvious. If a research AI turns a half-day of work into forty minutes, the forty minutes is what your fee petition can claim, and a defense firm paid to attack your lodestar will go looking for exactly that gap. Padding it is a Rule 4-1.5 violation and a gift to the other side. The firms that handle this cleanly do two things: they keep contemporaneous time that reflects reality, and they lean into flat-fee and contingency structures where the efficiency gain belongs to the firm and the client both, rather than trying to bill traditional hours for AI-accelerated work.

> **NOTE**
>
> Before you sign a fee declaration, ask: could you explain to the judge, under oath, exactly how every hour was spent and why AI did not reduce it?
>
> If not, the number is wrong, and the one person you most need to believe you is the one reading it.

Other Rules That Touch This Work

— **Rule 4-1.4 (Communication):** If AI is materially involved in strategy, drafting, or review, the client should generally know in advance, usually through engagement-letter disclosure (Appendix B).

— **Rule 4-1.18 (Prospective Clients):** AI intake tools that screen callers create duties to people who never become clients, and can generate conflicts. Conflict checks and confidentiality protections apply from the first AI-handled inquiry.

— **Rules 4-1.7 and 4-1.9 (Conflicts):** High intake volume plus AI screening raises the odds of a positional or direct conflict slipping through. The conflict check is still a lawyer's job.

— **Rule 4-5.5 (Unauthorized Practice of Law):** An AI chatbot cannot give legal advice or form a representation. Opinion 24-1 requires that prospective clients be told they are communicating with AI, not a lawyer.

— **Rules 4-7.1 to 4-7.3 (Advertising):** 'AI-powered' marketing claims must be substantiated, and AI intake chat must be transparent. Florida's advertising rules are stricter than most states'.

The Courts Are Writing Their Own Rules, Right Now

Start at the top. Effective June 15, 2026, Florida Rule of General Practice and Judicial Administration 2.515(d)(2) requires each signer to represent that identified legal authorities exist and are accurately cited. It applies to represented and self-represented filers, and permits sanctions for an inconsistent representation after notice and an opportunity to be heard. This is an authority-accuracy representation; it does not itself require disclosure that AI was used or a blanket certification of every factual assertion. The Supreme Court adopted the amendment as a uniform replacement for varied circuit-level AI disclosure and certification requirements. Sources: Opinion SC2026-0673 (official); AOSC26-12 (official)

> **KEY FINDING**
>
> Florida Rule of General Practice and Judicial Administration 2.515(d)(2): by signing, you represent that every legal authority you cite exists and is accurately cited.
>
> It binds attorneys and self-represented parties alike, and authorizes sanctions, whether reprimand, contempt, striking, dismissal, costs, or fees, for any filing that breaks it.
>
> This is the verification rule from the candor section, now written into the rules of court for every

Florida case you touch.

Several circuits adopted local orders requiring AI-use disclosure or broad accuracy certifications. Effective June 15, 2026, AOSC26-12 provides that Florida courts may not impose circuit-level AI disclosure or certification requirements through local administrative orders, policies, judicial practices, or other means. The statewide signer rule remains: identified legal authorities must exist and be accurately cited. Do not treat superseded local orders as current filing requirements. Sources: AOSC26-12 (official); Opinion SC2026-0673 (official)

Some federal judges issue individual AI-related standing orders. Requirements and scope vary by judge and case; check the assigned judge's current procedures before filing. For example, Judge Wendy Berger of the Middle District of Florida has an individual AI standing order. Do not infer a district-wide requirement from an individual judge's order. Sources: Judge Berger's official standing order; Judge Berger's court page

ACTION ITEM

Check the current administrative order for your circuit and the standing order for your specific judge.

When in doubt, disclose and certify. Judges respond far better to voluntary transparency than to discovering undisclosed AI use after the fact.

Appendix C gives you a certification you can adapt to the order that applies.

The Emerging Claim Most Plaintiff Firms Are Missing

Most of this playbook is about using AI to run your practice. This chapter is about something else: the cases AI is creating for you. Employers now run hiring, promotion, scheduling, and termination decisions through algorithms: resume screeners, video-interview analyzers, productivity scorers. When those systems disproportionately reject older applicants, screen out applicants with disabilities, or encode a protected-class bias, they produce exactly the disparate impact the employment statutes were written to reach. The plaintiff's bar that learns to spot these claims first will own a category of litigation the defense bar is still scrambling to understand.

Mobley v. Workday Opened the Door

In Mobley v. Workday, Inc., No. 3:23-cv-00770 (N.D. Cal.), an applicant alleged that Workday's AI-based screening system produced disparate impacts based on age, race, and disability, and that Workday could be liable as an employer's agent. On May 16, 2025, the court conditionally certified an ADEA collective of applicants age 40 and older who used Workday's platform and were denied employment recommendations during the stated period. On March 6, 2026, the court denied dismissal of the ADEA disparate-impact claim at that stage. A separate June 22, 2026 order addressed Workday's motion directed at the Third Amended Complaint and resolved different claims and issues. Neither order is a final merits judgment; the case remains pending. Sources: ECF No. 128 (May 16, 2025); ECF No. 267 (Mar. 6, 2026); ECF No. 360 (June 22, 2026)

Whatever its ultimate outcome, Mobley previews the shape of these claims: a disparate-impact theory under the existing statutes, aimed at both the employer and the AI vendor as its agent, pursued as a collective action. It is a pending federal case in California, not binding authority in Florida, and the collective could still be narrowed or decertified, but the theory is one plaintiff lawyers here can study and adapt.

The Federal Retreat Is Your Opening

On January 27, 2025, Law360 reported that the EEOC had removed its AI-related technical-assistance documents on ADA screen-outs and Title VII adverse impact. The agency's January 28 statement confirmed that various webpages, statements, social-media content, forms, and training materials had been removed, but did not specifically identify those AI documents. On April 23, 2025, Executive Order 14281 directed federal agencies, including the EEOC, to deprioritize disparate-impact enforcement. A September 15, 2025 internal EEOC memorandum directed field offices to administratively close by September 30 Title VII and ADEA charges premised solely on disparate-impact liability, subject to the memo's terms. The memo was filed as Exhibit 3 to ECF No. 2 in Cross v. EEOC. These sources establish a directive, not that every affected charge was in fact closed. Statutory claims remain subject to governing law and current procedural requirements. Sources: Law360, Jan. 27, 2025 (report); EEOC statement, Jan. 28, 2025; Executive Order 14281; Cross v. EEOC, ECF 2-3 docket record; Bloomberg Law, Sept. 2025 (report)

The guidance documents interpreted existing law; their removal did not repeal the statutes. Title VII expressly recognizes disparate-impact claims, and the ADA bars certain qualification standards or selection criteria that screen out individuals with disabilities unless the statutory defenses apply. Inference: reduced agency investigation or conciliation may increase the practical importance of private litigation and state or local enforcement, but the actual effect will depend on agency actions and court decisions. The EEOC

directive did not itself repeal the underlying statutory causes of action. Sources: 42 U.S.C. § 2000e-2(k); 42 U.S.C. § 12112(b)(6); Cross v. EEOC, ECF 2-3 docket record

> **KEY FINDING**
>
> Employer AI hiring and management tools are generating disparate-impact and ADA screen-out claims faster than the defense bar can audit them, and the agency that used to police them has stepped back.
>
> A plaintiff's firm that can identify an algorithmic-discrimination claim at intake, and use AI to prove it, is positioned in a category most competitors have not noticed yet.

How AI Helps You Build These Cases

The same technology that creates these claims can help analyze the evidence. Statistical disparities may be difficult to identify across large applicant-flow and personnel datasets, and AI-assisted analysis may help surface patterns for attorney review. AI can also help draft targeted discovery requests seeking relevant, nonprivileged information about model inputs, outputs, and validation studies. A request does not guarantee production: discovery is limited by relevance, proportionality, privilege, objections, protective orders, and the court's rulings. Spotting the claim is a human judgment; building it may be AI-assisted. Sources: Fed. R. Civ. P. 26(b)(1), 34

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 plaintiff's firm, the data classification that decides which tool sees which information, and the training that turns a written policy into practice.

High-Risk Failure Modes

THE BLOWN DEADLINE

The most catastrophic failure mode in your practice, and the one AI makes more likely if you trust it. A model returns the wrong charge deadline, the client relies on it, and a meritorious claim is barred forever. Unlike most errors, there is no cure and no client who can recover, except through a malpractice claim against you. Every AI-generated deadline is a hypothesis to verify and docket by hand.

HALLUCINATED CITATIONS

The most publicly visible failure mode. The model invents a case or misstates a holding, the brief gets filed, and a judge spots it. Florida's own example is Capital Standard v. U.S. Bank (2d DCA Aug. 2026), where 46 fabricated or unsupported citations across two briefs drew fines and a Bar referral. Every AI citation is presumptively wrong until verified.

CONFIDENTIALITY VIA FREE TOOLS

The most common failure mode. A staff member pastes a client's medical records, pay data, or harassment facts into a free AI tool because it is faster. Whether that use discloses client information depends on the tool's data flow and applicable terms—not simply on whether data reaches a vendor's server. Firm policy: do not disclose confidential client information to an independent third-party generative-AI provider until the client has given express, informed written consent in the engagement letter or a matter-specific addendum. Continue to minimize data and assess retention, access, training, sharing, and security. An enterprise or covered plan may reduce exposure but does not, by itself, answer the disclosure or consent question. Sources: Florida Bar Ethics Op. 24-1 (advisory); RRTFB Rule 4-1.6

THE INFLATED LODESTAR

The failure mode unique to your side of the bar. AI cuts the hours, the time records do not reflect it, and the fee petition claims time the work no longer takes. It is a Rule 4-1.5 violation, a credibility hit with the judge, and a gift to the defense firm attacking your fees. The cure is contemporaneous time that tells the truth.

OVER-RELIANCE

The slowest-burning failure mode. The lawyer stops verifying. Output quality drifts. The model is wrong on a comparator standard, wrong on a deadline, wrong on a damages cap, and nobody catches it because the pace makes review feel optional. The cure is the verification step as a non-negotiable workflow gate.

Data Classification Framework

Not all data carries the same risk, and employment files carry some of the most sensitive there is. A classification framework makes confidentiality decisions faster and less dependent on judgment in the moment.

Tier	What it is	Where it may go
Tier 1, Public	Statutes, published opinions, agency guidance, generic legal concepts	Any approved tool, including general-purpose enterprise models
Tier 2, Anonymized facts	Hypotheticals and fact patterns with identifiers stripped	Enterprise tools with a no-training clause. Strip identifiers first
Tier 3, Client identifiers and matter facts	Names, employer, dates, claims, pay figures	Only tools with a signed Data Processing Agreement, no-training terms, defined retention, and breach notification
Tier 4, Highly sensitive	Medical and mental-health records, diagnoses, substance-abuse and HIV data, third-party PII in productions	DPA-covered tools only, after internal review. Consider matter-specific client consent, and whether AI is appropriate at all

ACTION ITEM

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

A vendor demo is not a pilot. A pilot is your lawyers using the tool on live work, then comparing time-on-task before and after.

Approved Tool List

Your policy is only as good as the list of tools it covers. Maintain a current list specifying, for each tool: the approved use cases, the data tiers it may handle, its DPA status, the responsible owner, and the renewal date. Review it quarterly. When staff want a new tool, the default answer is 'not yet, pending the approval process,' which requires a DPA, defined retention, breach-notification terms, and a brief written assessment.

Staff Training Requirements

A policy without training is a document in a drawer. Everyone who touches AI on firm work needs to know:

- What tools are approved and for what tasks.
- How to classify data before choosing a tool, and that a client's medical records are always Tier 4.
- Why every AI citation and every AI deadline requires independent verification.
- Why every filing gets attorney review against current Florida and federal authority.
- What to do when unsure: stop and escalate, not proceed and hope.
- What a confidentiality breach looks like and how to report it.

Minimum cadence: onboarding before any AI use on client matters, an annual refresh with case studies from the prior year, tool-specific training when a new tool is approved, and a signed acknowledgment in the personnel file.

Best Use Cases by Workflow Stage

A small Florida plaintiff's employment practice runs roughly the same pipeline whether you sit in Daytona, Tampa, Orlando, or Fort Lauderdale. Here is where AI fits at each stage, and, just as important, where it does not.

Stage 1: Intake and Case Screening

The fastest, most visible value AI delivers in your practice. Intake is repetitive, the stakes are high, and mistakes here cost you money for months.

— **AI helps:** Turning intake calls and questionnaires into structured screening memos. Spotting every potential claim, federal and Florida, from a fact pattern. Generating a deadline checklist. Drafting follow-up that arrives on time and sounds human.

— **AI does not:** Decide whether to take the case. Catch the gut-feel concern about a client who will not hold up at deposition. Confirm a deadline. You docket that one yourself after verifying against the statute.

> **CAREER-ENDING TRAP**
>
> Never let an AI-generated deadline go straight onto your calendar. Models routinely return the 180-day EEOC charge deadline that applies in non-deferral states instead of Florida's 300-day deadline.
>
> Treat every AI deadline as a hypothesis. Verify it against the current statute and docket it by hand.

Stage 2: Pre-Suit Investigation and Legal Analysis

Once you take the case, AI accelerates the analysis that used to eat your first month.

— **AI helps:** Mapping facts to the elements of each claim under the McDonnell Douglas framework. Comparator analysis. Pretext development. Researching discrete Florida and Eleventh Circuit questions. Analyzing a restrictive covenant under § 542.335 and the CHOICE Act.

— **AI does not:** Replace your judgment on which theory to lead with, or which facts a jury will believe. And it does not produce a citation you can file without verifying it first.

Stage 3: Administrative Charge (EEOC / FCHR)

The charge frames everything that follows. AI drafts strong first cuts from your intake materials.

— **AI helps:** Drafting the charge narrative with particularized facts. Preserving every basis so you do not lose a theory to failure-to-exhaust. Drafting rebuttals to the employer's position statement.

— **AI does not:** Decide which bases to assert, or how aggressively to frame the narrative given your settlement strategy. Strip client identifiers before using any tool not covered by a DPA.

Stage 4: Demand Letters and Pre-Suit Negotiation

A strong demand resolves cases before the cost of litigation. AI helps you write one that is firm without crossing ethical lines.

— **AI helps:** Drafting demand letters with a clear factual statement, the legal basis with citations, a specific demand, and a response deadline. Building a grounded damages narrative.

— **AI does not:** Make threats. A demand that implies criminal or disciplinary consequences to gain advantage is an ethics problem. Review every AI draft for that line.

Stage 5: Pleadings and Litigation Drafting

AI produces usable first drafts of complaints and motions from your research and facts, with one inviolable rule.

— **AI helps:** First-draft complaints from a research memo and fact pattern. Motion frameworks. Opposition outlines. Translating dense holdings into plain language for the client.

— **AI does not:** Cite a real case without verification. The Capital Standard v. U.S. Bank problem starts here. Use citation placeholders in any AI draft, and fill them only from a verified source.

> **IMPORTANT**
>
> No AI-generated case citation appears in any filing until a real lawyer has verified it against a legal database. Make this rule absolute. Print it. Put it on the wall.

Stage 6: Discovery

Discovery is where AI most changes the balance of power between you and a better-funded opponent.

— **AI helps:** Drafting tailored interrogatories and requests for production. Reviewing employer productions for relevance, admissions, comparator evidence, and the smoking-gun email. First-pass privilege and responsiveness coding on your own client's documents.

— **AI does not:** Make the privilege call or the relevance call as a final matter. AI-flagged documents are inputs to your judgment, re-read against the original before they go on a log or into a motion.

> **ACTION ITEM**
>
> Every privilege designation and every document an AI flags as a hot document gets a human read against the original before it leaves your office.
>
> An AI that mis-codes a privileged client communication as producible creates a waiver you cannot take back.

Stage 7: Depositions

AI turns the transcript from a bottleneck into an asset.

— **AI helps:** Generating deposition outlines for managers, HR witnesses, and 30(b)(6) designees. Producing page-and-line summaries overnight. Finding contradictions between testimony, declarations, and documents.

— **AI does not:** Take the deposition, read the witness, or decide when to bear down. Verify every page-and-line citation in an AI summary against the transcript before you use it to impeach.

Stage 8: Damages Modeling and Settlement Evaluation

Damages are where plaintiff cases are won and lost on the number. AI structures the analysis; it does not replace it.

— **AI helps:** Organizing the inputs for back-pay and front-pay models. Laying out the Title VII compensatory and punitive caps by employer size under 42 U.S.C. § 1981a. Comparing a settlement offer to a realistic outcome range with fully-loaded costs.

— **AI does not:** Know your client's tolerance for trial, the tax treatment of the recovery, or any liens against it. And unless you check, it will apply a damages cap to a claim that has none: § 1981 race claims and ADEA liquidated damages are not capped.

> **ACTION ITEM**
>
> For any AI damages analysis, verify three things by hand: the current Title VII cap tier for this employer's headcount, whether the claim is actually capped (Section 1981 and ADEA liquidated damages are not, FCRA compensatory damages are not, and FCRA punitive damages are capped at $100,000 under Fla. Stat. § 760.11(5)), and the current Florida minimum wage if a wage claim is in the mix.
>
> Through September 29, 2026 the Florida minimum wage is $14.00; on September 30, 2026 it rises to $15.00, the last step in the fixed schedule under Article X, Section 24. After that the rate is adjusted annually for inflation rather than frozen.

Stage 9: Client Communication

Your clients are anxious and under-informed. AI helps you keep them informed without burning billable judgment time.

— **AI helps:** Plain-English status updates. Explaining a posture, an offer, or a delay. Drafting the message that answers the question before the client has to ask it.

— **AI does not:** Deliver bad news, manage the relationship, or make the strategic call the update is about. Every client-facing AI draft gets an attorney's eyes before it sends.

Stage 10: Fee Petitions

The stage unique to your side of the bar, and the one where AI demands the most discipline.

— **AI helps:** Organizing contemporaneous time entries into a coherent lodestar narrative. Drafting the fee-petition framework and supporting declaration structure.

— **AI does not:** Invent or inflate time. The hours in the petition are the hours actually worked, AI efficiency included. Opinion 24-1 and Rule 4-1.5 leave no room here, and a defense firm is paid to find the gap.

Prompts Library

These prompts are starting points, written for a small Florida plaintiff's employment practice. Adapt the bracketed fields. Verify every output. They are organized by stage: intake and screening, research and claim analysis, charge and pre-suit, pleadings and discovery, depositions, damages and settlement, and client communication and operations.

> **IMPORTANT**
>
> Strip client identifiers before running any of these in a tool that is not covered by a signed Data Processing Agreement. Your clients' medical and personnel data is the most sensitive you hold.
>
> Verify every case citation, statutory reference, deadline, and legal conclusion against a primary source before relying on the output.
>
> These prompts are calibrated for Florida and federal employment law. Treat every output as a first draft, not a final answer.

Intake and Case Screening

PROMPT 01: INTAKE TRIAGE SUMMARY · Intake Stage

```
You are assisting a Florida plaintiff-side employment attorney. From the intake
notes below, produce a one-page screening memo with these sections: (1) the
prospective client and employer (size, if known); (2) the adverse action(s) and
key dates; (3) every potential claim, federal and Florida, with a one-line
strength note; (4) all applicable filing deadlines, each flagged 'VERIFY against
current statute'; (5) red flags that could defeat the case; and (6) documents to
request from the client.

Do not give a take/decline recommendation. Intake notes: [paste].
```

PROMPT 02: DEADLINE & EXHAUSTION CHECKLIST · Intake Stage

```
For the following employment fact pattern, list every potential filing deadline and exhaustion
requirement under federal and Florida law, including EEOC charge, Florida's 300-day deferral,
notice-of-claim, statute of repose, and any tolling issues. Fact pattern: [paste].

For each, state the trigger date and the deadline, and label it 'VERIFY: confirm
against current statute and EEOC deadline tool.' Facts and dates: [paste].
```

PROMPT 03: CLAIM SPOTTER · Intake Stage

```
Given the facts below, identify every viable claim a Florida employee could bring, federal and state. For each claim: (1) the statute or doctrine; (2) the elements; (3) the forum or agency; (4) the limitations period; and (5) the one fact that most strengthens or weakens it. Flag any claim that requires administrative exhaustion. Facts: [paste].
```

Research and Claim Analysis

PROMPT 04: PRIMA FACIE ELEMENT MAP · Analysis Stage

```
Apply the McDonnell Douglas framework to this [discrimination / retaliation] claim under [Title VII / ADEA / FCRA / § 448.102]. Map the facts to each element of the prima facie case, identify which elements are well-supported and which are thin, anticipate the employer's legitimate non-discriminatory reason, and outline how we would show pretext. Cite governing standards but mark every citation 'VERIFY.' Facts: [paste].
```

PROMPT 05: COMPARATOR ANALYSIS · Analysis Stage

```
Analyze the comparator evidence in this matter. For each identified comparator, assess whether they are 'similarly situated in all material respects' under Eleventh Circuit law, what differences the employer will argue, and how strong the comparison is on a scale of weak / defensible / strong. Identify additional comparator information we should seek in discovery. Facts: [paste].
```

PROMPT 06: RESTRICTIVE COVENANT ANALYSIS (EMPLOYEE SIDE) · Analysis Stage

```
Analyze the enforceability of the attached restrictive covenant against our client, a Florida employee. Address: (1) whether it is governed by Fla. Stat. § 542.335 or the CHOICE Act (note the CHOICE Act applies to covered employees earning more than twice the annual mean wage of the Florida county where the employer's principal place of business sits, or where the employee resides if the employer is based outside Florida, for agreements entered on or after July 1, 2025, that it shifts the burden and remedies, and that health care practitioners licensed under Fla. Stat. § 456.001 are excluded from its coverage); (2) whether the statutory notice and acknowledgment requirements were met; (3) the legitimate business interest claimed; (4) the reasonableness of scope and duration; and (5) our strongest arguments against enforcement. Cite the statutes and mark all case citations 'VERIFY.'
```

PROMPT 07: LEGAL RESEARCH MEMO · Analysis Stage

```
Research the following question of Florida or Eleventh Circuit employment law and produce a short memo: question presented, brief answer, analysis, and conclusion. For every authority, provide the full citation and a one-line description of its holding. End with a list titled 'CITATIONS TO VERIFY' repeating every authority cited, so counsel can confirm each exists and stands for the stated proposition. Question: [paste].
```

Charge and Pre-Suit

PROMPT 08: EEOC / FCHR CHARGE NARRATIVE · Charge Stage

```
Draft the narrative for a charge of discrimination from the facts below. Write in the first person for the charging party, state the protected bases, describe the adverse actions chronologically with dates, and preserve every basis (discrimination, harassment, retaliation) supported by the facts. Keep it factual and particularized. Identify any basis that is arguably supported but factually thin so counsel can decide whether to include it. Facts: [paste].
```

PROMPT 09: POSITION STATEMENT REBUTTAL · Charge Stage

```
The employer's EEOC position statement is below. Draft a point-by-point rebuttal: identify each factual assertion, note whether we contest it, and state the evidence that undermines it. Flag any admission helpful to our client and any new fact we should pursue in discovery. Position statement: [paste].
```

PROMPT 10: SECTION 448.110 PRE-SUIT NOTICE · Pre-Suit Stage

```
Draft the written pre-suit notice required by Fla. Stat. § 448.110(6) before a Florida minimum-wage action. Include the statutorily required contents: the minimum wage to which the client claims entitlement, the actual or estimated work dates and hours for which payment is sought, and the total amount of unpaid wages claimed through the date of the notice. Leave bracketed fields for the figures. Add a line confirming the notice will be retained. Then state the date suit becomes ripe: the employer has 15 calendar days after receipt of the notice to pay the total amount claimed or otherwise resolve it to the claimant's satisfaction.
```

Pleadings and Discovery

PROMPT 11: COMPLAINT DRAFT (CITATION PLACEHOLDERS) · Pleadings Stage

```
Draft a federal complaint for the following matter. Include jurisdiction and
venue, parties, a numbered factual background, and separate counts for each claim
with elements pled. For every legal citation, insert a bracketed placeholder like
[CITE: verify] rather than a specific case; do not generate case names. Note where
administrative exhaustion must be alleged. Facts and claims: [paste].
```

PROMPT 12: DISCOVERY REQUESTS · Discovery Stage

```
Draft a first set of requests for production and interrogatories for this
[discrimination / retaliation / wage] case. Target the documents that decide these
cases: personnel files, comparator records, pay and timekeeping data, complaint
and investigation files, communications about the decision, and (for any
algorithmic-decision claim) the model's inputs, outputs, and validation studies.
Group by topic and keep each request specific. Claims and facts: [paste].
```

PROMPT 13: PRODUCTION REVIEW & ISSUE CODING · Discovery Stage

```
Review the documents below and code each for: (1) relevance to [claim/defense];
(2) potential privilege (attorney-client or work product); (3) admissions by the
employer; (4) comparator or pattern evidence; and (5) whether it should be flagged
for the supervising attorney immediately. Output a table. Note: every privilege
and hot-document flag will be re-read by a lawyer against the original. Documents:
[paste].
```

PROMPT 14: MOTION-TO-DISMISS VULNERABILITY CHECK · Pleadings Stage

```
Review our draft complaint for vulnerability to a Rule 12(b)(6) motion. For each
count: identify the elements that must be pled, flag any element that is missing
or thin, assess whether the defect is curable by amendment, and suggest the
factual allegations that would shore it up. Draft complaint: [paste].
```

Depositions

PROMPT 15: DEPOSITION OUTLINE · Deposition Stage

```
Draft a deposition outline for [witness name / role, e.g., HR director /
decisionmaker / 30(b)(6) designee]. The key issues are [list]. Structure it to:
establish background and authority, develop the factual narrative on each key
issue, lock the witness into specific facts, expose inconsistencies with
[documents / prior statements], and close every loop. Mark topics where we expect
evasion.
```

PROMPT 16: DEPOSITION SUMMARY (PAGE/LINE) · Deposition Stage

```
Summarize the attached deposition transcript into an issue-tagged summary with page and line citations for every entry. Organize by topic: [list key issues]. Flag testimony that contradicts [documents / other testimony] and testimony helpful for summary judgment or impeachment. Note: every page/line citation will be checked against the transcript before use. Transcript: [paste].
```

PROMPT 17: INCONSISTENCY FINDER · Deposition Stage

```
Compare the witness's deposition testimony below against the attached [declaration / interrogatory answers / documents]. Identify every material inconsistency, quote both versions with citations, and rate each on impeachment value. Output a table: Topic, Deposition (page/line), Conflicting Source, Impeachment Value. Materials: [paste].
```

Damages and Settlement

PROMPT 18: DAMAGES MODEL INPUTS · Damages Stage

```
Organize the inputs for an economic-damages model in this case. List the data needed for back pay (lost wages, benefits, mitigation, interim earnings), front pay (projection period, discount considerations), and any statutory or liquidated damages. State the Title VII compensatory/punitive cap tier under 42 U.S.C. § 1981a for an employer with [headcount], and flag any claim that is NOT capped (e.g., Section 1981, ADEA liquidated, Equal Pay Act). Do not invent figures. Case facts: [paste].
```

PROMPT 19: SETTLEMENT EVALUATION · Settlement Stage

```
Evaluate a settlement offer of [$amount] in this matter. Compare it to a realistic range of trial outcomes given the facts and posture below, estimate the fully-loaded cost and time to verdict, identify non-monetary factors, and address attorney's-fee recovery, tax treatment, and any liens at a high level. The client's primary goal is [describe]. Recommend a counter-position range. Facts: [paste].
```

PROMPT 20: MEDIATION STATEMENT (FIRST CUT) · Settlement Stage

```
Draft a confidential mediation statement skeleton: summary of the dispute, our liability theory with the strongest facts, a damages summary with ranges, the key risks for the employer, and our settlement posture. Mark all legal citations 'VERIFY.' Leave the damages figures bracketed. Case summary: [paste].
```

Client Communication and Operations

PROMPT 21: PLAIN-ENGLISH STATUS UPDATE · Client Comms Stage

```
Write a clear, warm, plain-English status update for a client who is anxious and
not a lawyer. Explain the current posture, what just happened, what happens next,
and the realistic timeline. Avoid legalese and false reassurance. The update
concerns: [describe]. An attorney will review before sending.
```

PROMPT 22: FEE PETITION TIME NARRATIVE · Operations Stage

```
From the contemporaneous time entries below, draft a fee-petition narrative
organized by litigation phase, describing the work performed and its necessity to
support a lodestar fee award under [42 U.S.C. § 2000e-5(k) / 29 U.S.C. § 216(b) /
Fla. Stat. § 760.11(5) / § 448.08]. Use only the hours in the entries. Do not add,
estimate, or inflate time, and do not adjust for AI efficiency. The hours reflect
time actually worked. Time entries: [paste].
```

Appendix A: Sample AI Governance Policy

Copy this template. Adapt the bracketed fields. Adopt it by firm vote, circulate it to all staff, and add it to onboarding. 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 in the practice of law. It exists 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.

2. General Principles

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

— All AI output communicated to a client, an agency, or a court is reviewed by a licensed attorney before transmission or filing.

— Client confidentiality under Rule 4-1.6 applies in full to all AI use.

— Every AI-generated citation is verified against a primary source before inclusion in any filing, memo, or client deliverable.

— Every AI-generated deadline is verified against the current statute and docketed by an attorney.

3. Definitions

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

'Approved Tool' means an AI Tool on the Firm's current Approved Tool List that has executed a Data Processing Agreement and 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 screening summaries, deadline checklists (verified by an attorney), and plain-English client communication, after attorney review.

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

— Document and transcript review as an input to attorney judgment.

— Reviewed marketing and educational content.

5. Prohibited Uses

— Client identifiers or Tier-3/Tier-4 data in non-approved public AI tools. Never a client's medical or mental-health records.

— AI as the sole source of legal authority, or any unverified citation in a filing, memo, or deliverable.

— Any AI-generated deadline relied upon without independent verification against the current statute.

— AI as the last set of eyes on any filing, charge, or demand that leaves the Firm.

— Fee-petition time that does not reflect hours actually worked, including any inflation for AI-saved time.

— AI communicating with clients, opposing counsel, agencies, or any tribunal as if it were a lawyer.

6. Confidentiality and Data Handling

No confidential information is entered into any AI tool unless that tool is approved for the relevant data class. Strip client identifiers wherever the task does not require them. Use the Firm's Data Classification Framework to choose the tool tier. When in doubt, do not paste. Anonymize, ask, or use an approved enterprise tool.

7. Court and Tribunal Filings

Before filing AI-assisted work, identify the rule that actually governs the filing. In Florida state courts, Rule 2.515(d)(2) requires accurate citations to existing authorities; AOSC26-12 bars circuit-level AI-use disclosure or certification requirements. For federal filings, check the assigned judge's current standing orders. Disclose AI use only when a statute, rule, or applicable order requires it; when required, follow that directive precisely and do not add an unsupported blanket certification. Sources: Opinion SC2026-0673; AOSC26-12; M.D. Fla. Judge Berger order (example)

8. Incident Response

If a potential confidentiality breach through AI 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. Do not delete logs or evidence.

If the Firm is a covered entity and unauthorized access affects electronic data containing "personal information" as defined by the Florida Information Protection Act (FIPA), assess notice obligations promptly. FIPA's definition includes a person's name combined with specified identifiers or sensitive data, including a Social Security number; government identification numbers (including driver-license, passport, and military numbers); financial-account or card data with required access credentials; medical, health-insurance, biometric, or geolocation information; and an online username or email paired with a password or security-question answer. A breach is unauthorized access; the notice clock begins on determination of a breach or reason to believe one occurred. Notice to affected individuals is due as expeditiously as practicable and without unreasonable delay, no later than 30 days after that trigger, subject to statutory exceptions or authorized delay. If 500 or more Florida residents are affected, notice to the Department of Legal Affairs is also due within 30 days. A 15-day extension may be available for individual notice only upon a timely written good-cause submission to the Department; it is not automatic and does not extend the Department's separate 30-day deadline. Civil penalties for notice violations can reach $500,000 per breach.

Involve breach counsel and the Firm's cyber-insurance carrier promptly. Sources: Fla. Stat. § 501.171(1), (3), (4), (9) (2026)

9. Acknowledgment

All attorneys and staff sign the AI Policy Acknowledgment on hire and upon any material revision. The Firm keeps signed acknowledgments in personnel records.

Appendix B: Client AI Disclosure and Consent Statement

Use in an engagement letter or matter-specific addendum. Customize the service, purpose, information categories, and safeguards before requesting the client's written choice. Sources: Florida Bar Ethics Op. 24-1

CLIENT DISCLOSURE AND CONSENT REGARDING AI TOOLS

[Firm Name] may use artificial-intelligence tools to assist with research, document review, organization, drafting, and other work on your matter. A lawyer remains responsible for legal judgment and reviews work before it is delivered or filed.

Firm policy requires your express, informed written consent before we disclose confidential information relating to your representation to an independent third-party generative-AI provider. Before requesting consent, we will describe the provider or service, purpose, and categories of information involved, and review its retention, sharing, training, access, and security terms. A data-protection agreement is a safeguard, not a substitute for consent. Sources: Florida Bar Ethics Op. 24-1 (advisory)

This consent applies only to the AI service(s), purpose(s), and information categories described here or in the attached matter-specific notice. We will seek updated consent before materially expanding that scope.

Please select one: [ ] I consent to the described disclosure(s). [ ] I do not consent to disclosure of my confidential information to third-party generative-AI providers.

If you do not consent, we will not make the described disclosure. We will discuss a non-disclosing workflow and any material effect on scope, timing, or cost. AI assistance that does not disclose your confidential information may still be used, subject to our professional obligations. We do not bill for time we did not spend; any AI-related charge will be explained and handled consistently with the engagement agreement and applicable ethics rules.

Client name: _____ Signature: _____ Date: _____

Implementation Notes

- Include the consent election in the engagement letter or a matter-specific addendum; obtain the client's signed choice before any covered disclosure. Sources: Florida Bar Ethics Op. 24-1
- If a client declines consent, do not disclose that client's confidential information to a third-party generative-AI provider; use a non-disclosing workflow or discuss a revised scope. Sources: Florida Bar Ethics Op. 24-1
- Update the notice and obtain new consent before materially expanding the providers, purposes, or categories of confidential information covered. Sources: Florida Bar Ethics Op. 24-1
- Describe the service or provider, purpose, and information categories well enough for the client to make an informed choice; a bare brand name is not a substitute for context. Sources: Florida Bar Ethics Op. 24-1

Appendix C: Court AI Disclosure (Use Only If Required)

Florida Rule 2.515(d)(2) requires signers to represent that identified legal authorities exist and are accurately cited; it does not create a statewide AI-use disclosure form or a certification of all factual assertions. AOSC26-12 bars circuit-level AI disclosure or certification requirements. Federal judge-specific orders may separately require disclosure or a narrowly specified certification. The sample below is for use only when an applicable federal order requires it; follow that order's exact scope. Sources: Opinion SC2026-0673; AOSC26-12

> **AI-USE DISCLOSURE OR CERTIFICATION — ORDER-DEPENDENT TEMPLATE**
>
> Use only when the assigned federal judge's applicable order requires a disclosure or certification. Do not use this as a Florida state-court form: Rule 2.515(d)(2) requires accurate citations to existing legal authorities, while AOSC26-12 bars circuit-level AI disclosure or certification requirements. Sources: Opinion SC2026-0673; AOSC26-12
>
> Pursuant to [identify the assigned judge's order and date], I disclose: [state only the use, portion, or other detail the order requires].
>
> If—and only if—the identified order requires a certification, insert its precise requirement here and certify only after completing the review that requirement calls for. Do not add a blanket certification about all facts, authorities, or citations unless the order expressly requires it and the signer can truthfully make it.
>
> s/ [Attorney Name] [Florida Bar Number] [Date]

Implementation Notes

— For state-court filings, Rule 2.515(d)(2) requires cited authorities to exist and be accurately cited; AOSC26-12 bars circuit-level AI disclosure or certification requirements. For federal filings, check the assigned judge's order and its current scope. Sources: Opinion SC2026-0673; AOSC26-12

— Disclose AI use only when applicable law or the assigned judge's order requires it. If required, disclose only what the directive calls for and make no broader certification than it requires. Sources: AOSC26-12; Judge Berger order (example)

— Adapt the language to what you actually did. Do not use boilerplate that misdescribes your process.

— Keep a log of which filings involved AI assistance and how.

Appendix D: Letter to AI Vendors

Send this before signing with any AI vendor that will touch client data. A vendor that cannot answer these in writing is not ready for your firm.

DATA SECURITY & HANDLING: VENDOR QUESTIONNAIRE

1. Do you train or improve your models on our inputs or outputs? Provide the contractual no-training clause.
2. Where is our data stored and processed, and which subprocessors and personnel can access it?
3. What is your data-retention period, and can we require deletion on demand?
4. What are your breach-notification obligations and timelines?
5. Will you sign a Data Processing Agreement and, where applicable, a Business Associate-style confidentiality addendum for sensitive records?
6. What certifications do you hold (SOC 2 Type II, ISO 27001), and will you share the current report?
7. How is access controlled: single sign-on, role-based permissions, audit logging?
8. On termination, how is our data returned or destroyed, and on what timeline?

Appendix E: 90-Day Implementation Roadmap

Firms fail with AI when they try to do everything at once. Start narrow. Get good at two or three workflows. Then expand. Here is the ninety-day path for a plaintiff's employment firm.

Days 1–30: Foundation

WEEK 1: POLICY AND TOOLING

— Designate an AI Policy Supervisor. In a small firm, usually the managing partner.

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

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

— Audit current tool use honestly. Ask what AI is already running inside Lexis, Westlaw, your CRM, and any standalone tools staff adopted.

— Select starting tools: one research AI, one document-review tool, one enterprise general-purpose model, each with a DPA.

WEEK 2: TRAINING

— Run a 60-minute firm training on the AI policy, the data-classification framework, and the approved tools.

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

— Add the Appendix B disclosure to your engagement letter.

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

WEEKS 3–4: PILOT

— Pick one high-volume, low-risk workflow to pilot: intake screening memos or deposition summaries are natural starts.

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

— Adopt the Appendix A governance policy, customize it, and have all staff sign the acknowledgment.

Days 31–60: Build Proficiency

— Implement AI-assisted first drafts for charges, demand letters, and discovery requests.

— Build the verification gate into every research and drafting workflow: no citation filed, no deadline docketed, without independent confirmation.

— Build the firm prompt library from this playbook, customized to your voice and case mix.

— Train the team on the document-review and deposition-summary tools, and on Tier-4 data handling.

Days 61–90: Optimize and Expand

— Measure time saved per matter type and confirm your fee records reflect the actual hours.

— Move AI into discovery review on an active matter: issue coding and privilege first passes, re-read by a lawyer.

— Pilot deposition summarization and the inconsistency-finder on a live deposition.

— Start watching for algorithmic-discrimination claims at intake, the category in the emerging-claims chapter.

— Update the approved tool list and policy, and schedule the annual review. Check the Bar, the EEOC, and your courts' administrative orders for new AI directives.

WHAT SUCCESS LOOKS LIKE AT DAY 90

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

Every AI-generated deadline is verified against the statute and docketed by hand.

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

No client's medical or mental-health records have gone near a tool without a DPA.

Your fee records reflect the hours actually worked, AI efficiency included.

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

Appendix F: Key Authorities

Selected primary statutes, rules, agency materials, and court decisions cited in this playbook. Links identify official sources where available; court-repository copies and contemporaneous reporting are labeled as such. Check the current text, effective date, and assigned judge's orders before relying on an authority in a client matter.

Charge Filing, Exhaustion, and Limitations

- Title VII, 42 U.S.C. §§ 2000e-2(k), 2000e-5(e), (f), (k): disparate impact, EEOC charge and suit deadlines, fees — source
- ADA, 42 U.S.C. §§ 12112(b)(6), 12117(a): screening practices and enforcement procedures — source
- ADEA, 29 U.S.C. §§ 623(a)(2), 626(d), (e): disparate impact, charge and civil-action timing — source
- Pregnant Workers Fairness Act, 42 U.S.C. § 2000gg-2 — source
- Fla. Stat. §§ 760.10, 760.11 (2026): FCRA discrimination, 365-day charge period, civil remedies — source
- Ch. 2026-116, Laws of Florida (HB 1407): FCRA civil-action deadlines, effective July 1, 2026 — source
- FLSA, 29 U.S.C. §§ 206, 207, 216(b), 255: minimum wage, overtime, fees, limitations — source
- Equal Pay Act, 29 U.S.C. § 206(d) — source
- FMLA, 29 U.S.C. §§ 2615, 2617 — source
- 42 U.S.C. §§ 1981, 1981a: race claims and Title VII damages caps — source
- Fla. Stat. § 448.110 (2026) and Fla. Const. art. X, § 24: Florida Minimum Wage Act and notice — source
- Fla. Stat. § 95.11 (2025 text; verify current publication): limitations periods — source
- Fla. Stat. §§ 448.08, 440.205, 448.102: wage claims, workers' compensation retaliation, whistleblower protection — source

Restrictive Covenants

- Fla. Stat. § 542.335 and Florida CHOICE Act, §§ 542.41–542.45 — source

Algorithmic Hiring and Enforcement

- Executive Order 14281, Restoring Equality of Opportunity and Meritocracy (Apr. 23, 2025), Federal Register — source
- EEOC Guidance index (current agency materials) — source
- EEOC AI guidance removals, Law360 report (Jan. 27, 2025) (secondary reporting) — source
- Cross v. EEOC, No. 1:25-cv-03702 (D.D.C.), ECF No. 2 and attachment 3 (EEOC memorandum); public docket via Civil Rights Litigation Clearinghouse / RECAP — source
- EEOC charge-closure memo, contemporaneous Bloomberg Law report (Sept. 2025) (secondary reporting) — source
- Cross v. EEOC, ECF No. 16, memorandum opinion (Nov. 25, 2025), public court-opinion copy — source

- Mobley v. Workday, Inc., ECF No. 128 (May 16, 2025), ADEA collective certification order, GovInfo court-record copy — source
- Mobley v. Workday, Inc., ECF No. 267 (Mar. 6, 2026), order on motion to dismiss, public court-order copy — source
- Mobley v. Workday, Inc., ECF No. 360 (June 22, 2026), order on Third Amended Complaint, RECAP court-record copy — source

Discovery

- Federal Rules of Civil Procedure 26(b)(1) and 34 (official U.S. Courts rules publication) — official source

Data Breach Notification

- Fla. Stat. § 501.171 (2026), Florida Information Protection Act — source

Florida Legal Ethics and Technology

- Florida Bar Ethics Opinion 24-1 (Jan. 19, 2024) (advisory; nonbinding) — source
- Rules Regulating The Florida Bar, Chapter 4 (Feb. 16, 2026), Rules of Professional Conduct — source
- Rule 6-10.3(b), Rules Regulating The Florida Bar, technology CLE requirement — source

Court Filing and AI-Use Rules

- In re Amendments to Fla. R. Gen. Prac. & Jud. Admin. 2.515, No. SC2026-0673 (Fla. May 28, 2026), effective June 15, 2026 — source
- Supreme Court of Florida Administrative Order AOSC26-12 (May 28, 2026), effective June 15, 2026 — source
- M.D. Fla. Judge Wendy Berger, individual AI standing order (Apr. 2, 2026); verify current order and applicability — source

Case Law

- Capital Standard, LLC v. U.S. Bank Nat'l Ass'n, No. 2D2024-1392 (Fla. 2d DCA Aug. 21, 2026), official opinion — official source

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, it exists because most 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 guessing the same way you are.

The firm works only with small law firms in Florida. Not tech companies. Not generic small businesses. Law firms. The specificity is the point. Every recommendation, prompt, and policy is tested against actual Florida Bar guidance, actual Florida and federal statutes, and the actual workflow of the practice it is written for.

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 that holds.

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

— **Ongoing advisory:** as the tools and Bar guidance change, your implementation changes with them.

Who This Playbook Is For

The managing partner of a small Florida firm that represents employees, who knows AI matters, has probably experimented with it, and wants a practical roadmap from someone who has done the work. If that is you, this playbook is the first step. The conversation about your specific practice is the next one.

READY TO IMPLEMENT AI IN YOUR EMPLOYMENT PRACTICE?

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

— Which tools fit your case mix and your budget.

— Which two or three workflows to start with for your volume.

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

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

No pitch. No deck. No obligation.

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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)

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