ACTIONABLE AI

AI Playbook

for Florida Personal Injury Firms

A Practical Guide to Implementing AI Responsibly, Ethically, and Profitably

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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.

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

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

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. Selected key authorities and source links appear in Appendix F. Check the current text before relying on any legal proposition.

Contents

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The Problem With Generic AI Advice

Here is what most AI consultants will not tell you: the generic AI advice flooding your inbox right now was written for tech companies. Not law firms. Not personal injury lawyers. Not anyone who actually has to chase a hospital lien, fight a Medicare conditional payment letter, or get an adjuster to move off policy limits.

It does not know that you practice under the Florida Rules of Professional Conduct. It does not know that HB 837 cut the negligence statute of limitations from four years to two in March 2023, that §768.0427 changed what medical bills you can put in front of a jury, or that the modified comparative fault rule under §768.81 now bars recovery for any plaintiff more than 50% at fault in covered negligence actions (the rule expressly does not apply to medical negligence under Ch. 766). It does not know that the Florida Bar issued Ethics Opinion 24-1 in January 2024, the ABA followed with Formal Opinion 512, or that Gallardo v. Marstiller reshaped what AHCA can take from your client's settlement.

Generic AI advice produces generic results. In PI practice, that means missed deadlines, blown liens, hallucinated citations in a demand letter that an adjuster screenshots, and ethics problems that compound quietly until the Bar calls.

What This Playbook Does Differently

This playbook was built specifically for small Florida plaintiff personal injury firms, solos and firms with fewer than 25 lawyers handling auto, trucking, premises, slip-and-fall, dog bite, and wrongful death matters. It assumes you are already practicing, already underwater on case volume, and already skeptical of consultant-grade promises.

It answers four questions that matter:

1. What did HB 837 change about Florida PI, and how do you keep AI from handing you the old, wrong answer?
2. What specific tasks should you use AI for, and which ones are case-ending traps?
3. What are the real ethics risks, and how do you build guardrails that hold?
4. How do you implement this without blowing up your practice or generating a defective demand?

That is it. No technology evangelism. No breathless predictions about how AI will transform the legal profession by 2030. Just what works, what does not, and how to tell the difference.

The Actionable AI Philosophy

Tools serve lawyers. Not the other way around.

The PI firm that will benefit most from AI is not the one that adopts it fastest. It is the one that adopts it most deliberately. That means understanding the failure modes before the features, building

governance before scaling tool use, and treating every AI output as a first draft that requires attorney verification.

PI practice is volume-heavy, deadline-sensitive, and adjuster-scrutinized. The clients are often injured, the medical records are often a mess, and the mistakes are often invisible until the carrier files a motion to dismiss or the hospital lienholder shows up at closing. Those realities shape every AI recommendation in this playbook.

THE ACTIONABLE AI TEST

Before implementing any AI tool in your practice, ask these four questions:

1. Does this tool have a Data Protection Agreement (DPA) or equivalent available for your account level?

2. Where does client data go, and who can access it?

3. Can you verify the output before it reaches a client, an adjuster, or a court?

4. Would you be comfortable if the Florida Bar knew you were using this tool for this purpose?

If you cannot answer all four questions confidently, you are not ready to use that tool for client matters.

Why Personal Injury Is Different

Every practice area has its own relationship with AI. Estate planners worry about defective instruments. Bankruptcy lawyers worry about deadlines. Commercial litigators worry about hallucinated citations. PI lawyers worry about all of it, and a few things unique to the work.

Records Density Is the Whole Job

A PI practice is not running ten matters at a time. It is running hundreds. Each one is a stack: police report, EMS run sheet, ER notes, imaging reports, treating physician notes, PT notes, billing ledgers, lien letters, insurance correspondence, recorded statements, ISO claims index hits, social media captures. A modest soft-tissue case can generate 800 pages of records. A serious orthopedic case crosses 3,000 pages without trying.

That record density is exactly where AI delivers value. Medical chronologies, billing summaries, gap analysis, ICD-10 cross-referencing against treatment dates. The repetition is where the time is. The judgment is still yours.

The Data Is High-Value and High-Sensitivity

Look at what is in a typical PI file: full name, date of birth, Social Security number, driver's license, full medical history, mental health records, prior accidents, prior claims, prior litigation, recorded statements, witness statements, photos of the injury, employment records, tax returns, lien holder identifiers. A PI file is a complete picture of a person's body, money, and worst day.

That file is one careless AI prompt away from a confidentiality violation under Rule 4-1.6 if you are not deliberate about which tools see what. HIPAA-covered information from medical providers triggers a separate obligation layer. The question is not whether AI is permitted, Florida Bar Ethics Opinion 24-1 confirmed it is. The question is which AI sees which data, and that question is answered by your tool stack and your governance policy, not by individual judgment in the moment.

IMPORTANT

A PI file sits at the top of the sensitivity scale, and the tool you may use depends on what class of data the task touches. The firm runs one classification framework, set out in the Ethics Risks & Governance Framework chapter: Tier 1 public information, Tier 2 anonymized matter facts, Tier 3 client identifiers and matter facts, Tier 4 highly sensitive. Social Security numbers, driver's license numbers, Medicare and Medicaid identifiers, medical record numbers, mental health records, and minors' identifying information are always Tier 4. Require a BAA where the firm’s HIPAA role requires one. Tier 4 controls any overlap: remove Tier 4 information before using an approved tool for Tier 3 medical records. When in doubt, do not paste.

Deadlines Are Short and Permanent

Miss a deadline in estate planning and you usually have options. Miss the 2-year SOL on a negligence claim under §95.11(5)(a) and the case is over. Forget to send the §624.155 civil remedy notice before suing for bad faith and you have given the carrier 60 days to cure. Miss the PIP 14-day initial-treatment requirement under §627.736(1)(a) and the client may lose PIP medical-benefit reimbursement for that accident. (PIP also covers disability and death benefits; the 14-day rule gates medical reimbursement specifically.) Miss a Medicare conditional payment appeal window and the demand becomes final.

AI tools trained on national data routinely surface the pre-HB 837 four-year SOL, miss the EMC requirement that gates the full $10K PIP cap, misapply §768.0427's category-specific limits on admissible medical-expense evidence and recoverable damages, the statute does not categorically exclude billed charges; admissibility depends on whether bills are paid, unpaid, insured, Medicare/Medicaid, under a letter of protection, assigned, or for future care, or apply pre-Gallardo Medicaid lien math.

This is the single most important guardrail in PI AI practice. State it clearly in your governance policy and repeat it in every staff training. No AI-generated deadline, lien calculation, or demand letter leaves the office without attorney verification against current Florida authority.

> **IMPORTANT**
>
> AI may assist with first-draft assembly of demand letters, medical chronologies, lien-resolution correspondence, and pleadings.
>
> AI may not be the last set of eyes on any document that goes to an adjuster, a lienholder, a court, or a client.
>
> Every demand, every settlement statement, every lien-reduction request is read against current Florida authority, post-HB 837, post-§768.0427, post-Gallardo, by a licensed Florida attorney before transmission. No exceptions.

Three Lien Regimes, a Hardened Carrier Environment, and a Moving Bar

The 2026 baseline is a Florida PI environment that has gotten harder, not easier. HB 837 (effective March 24, 2023) cut the negligence SOL in half, modified comparative fault to bar majority-at-fault plaintiffs, repealed one-way attorney fees in most insurance disputes, and changed medical damages evidence under §768.0427. Expect closer scrutiny of liability and medical damages; measure actual offer and litigation patterns against your own cases.

Layered on top: three lien regimes a PI lawyer touches on almost every case, federal Medicare Secondary Payer (with the BCRC/CRC apparatus and Section 111 mandatory reporting), federal ERISA (with Sereboff and McCutchen governing equitable subrogation), and Florida Medicaid under §409.910 (with Gallardo v. Marstiller confirming AHCA's ability to recover from settlement amounts allocated to

medical care, including future medical expenses, not just past, subject to the §409.910 statutory formula and rebuttal procedure). Add hospital liens, which in Florida are creatures of county ordinance, not state statute, and the lien stack on a single case can run to five distinct claimants with five distinct legal frameworks.

Each regime has its own AI use cases and its own failure modes. The playbook treats them separately because they are separate.

The Florida Ethics Reality

Florida lawyers using AI operate inside three overlapping authorities: the Florida Rules of Professional Conduct, the Florida Bar's Ethics Opinion 24-1 (issued January 19, 2024), and the ABA's Formal Opinion 512 (issued July 29, 2024). They do not say the same things in the same way, but they say the same thing in substance.

Florida Bar Ethics Opinion 24-1

Florida's opinion is the operating manual. The Bar declined to ban AI. It also declined to wave it through. The advisory opinion identifies key obligations every Florida lawyer using AI must address under existing FRPC rules, it does not create new duties, but applies longstanding professional-conduct rules to AI use.

- Confidentiality under Rule 4-1.6. Before disclosing confidential client information to a third-party generative AI tool, take reasonable precautions, review the tool's retention, sharing, and self-learning terms, and obtain the client's informed consent unless an exception applies. Opinion 24-1 does not require consent where no confidential information is disclosed to a third party. Enterprise plans with DPAs are the practical controls that make this workable, not a magic amulet. And one confidentiality trap sits outside the tool stack entirely: Florida is a two-party consent state under § 934.03. No AI notetaker or transcription assistant may join a call, meeting, or conversation with a client, an adjuster, opposing counsel, or any third party without express, on-the-record consent from everyone present. Several video platforms now enable transcription by default, which makes this the easiest accidental violation in a small firm.
- Competence under Rule 4-1.1. The duty of technology competence requires that lawyers understand the AI tools they use sufficiently to supervise their output. You do not need to be an engineer. You do need to know what the tool can and cannot do.
- Supervision under Rules 4-5.1 and 4-5.3. Partners are responsible for nonlawyer use of AI in the firm. A paralegal who pastes medical records into a free tool is the partner's problem.
- Reasonable fees under Rule 4-1.5. For hourly matters: the bill reflects time actually spent, not the pre-AI equivalent time, so AI savings do not justify phantom billing. For contingency, flat-fee, or other arrangements: the fee must remain reasonable under Rule 4-1.5 and consistent with the fee agreement; the contingency rate does not change because AI helped, but double-billing or inflated-time billing is prohibited regardless of fee structure.
- Court candor under Rule 4-3.3. Hallucinated authority is not a defense. The lawyer is responsible for what is filed.

ABA Formal Opinion 512

The ABA opinion arrived six months after Florida's and covers the same ground with more detail. It identifies seven duties: competence, confidentiality, communication with the client, supervision,

meritorious claims and contentions, candor toward the tribunal, and reasonable fees. For Florida lawyers, the ABA opinion is persuasive, not binding, but it is the most thorough treatment of AI duties currently in print. Read it.

Capital Standard v. U.S. Bank and the Hallucination Problem

If you needed proof that this is real and not theoretical: Capital Standard, LLC v. U.S. Bank National Association, No. 2D2024-1392, 2026 WL 2450571 (Fla. 2d DCA Aug. 21, 2026), produced fines and a Bar referral after at least 31 fabricated or unsupported citations appeared in an amended brief, growing to 46 after opposing counsel flagged the problem. The Florida lawyer involved never apologized; the court found that generative AI had functioned as his primary research tool.

The lesson is not that AI legal research is dangerous. The lesson is that AI output is a first draft. Every cited case, every statute, every regulation, every rule of procedure goes through primary-source verification before it touches a filing. Not the AI's secondary summary, the primary source.

IMPORTANT

Every citation in every AI-assisted document is verified against a primary legal source, Westlaw, Lexis, Fastcase, Bloomberg Law, or the issuing court's site, before the document is filed, mailed, or transmitted to opposing counsel.

The attorney who signs the document is responsible for every citation in it. The AI is not.

Document the verification step in the matter file. If a citation is later challenged, the file shows you did the work.

Court-Level AI Disclosure

That changed in 2026. Effective June 15, 2026, Florida Rule of General Practice and Judicial Administration 2.515(d)(2), adopted by the Supreme Court in SC2026-0673 (May 28, 2026), requires every signer of a filing to represent that the legal authorities identified in it exist and are accurately cited. The companion order AOSC26-12 made this the statewide standard and directed that circuits may not impose their own AI disclosure or certification requirements, so earlier circuit orders (including the Eleventh and Seventeenth Circuits') are superseded. Federal courts are not covered. Check the assigned federal judge's standing orders before any federal filing. When in doubt, disclose.

The 2026 Intake Reality: How HB 837 Rewired Florida PI

HB 837 is not new law anymore. It is three years old. That is exactly the problem.

An AI tool or an old intake script may return pre-2023 Florida PI rules unless someone checks the answer against current law. Four-year deadlines. Fault as a discount. Medical bills as attachments. Demand letters as pressure. All four of those assumptions are now wrong, and each one is a way to lose a case or lose a client's money.

This is the differentiator most small PI firms have not fully absorbed into their workflow. Below are the four HB 837 changes that reset how a Florida plaintiff firm screens, works up, and settles a case, showing where AI helps you keep up, and where AI will quietly hand you the old, wrong answer with total confidence.

Issue 1: The Two-Year Clock Is a Malpractice Trap Now

HB 837 cut the general negligence statute of limitations from four years to two for causes of action accruing after March 24, 2023 (§ 95.11(5)(a), Fla. Stat.). Claims that accrued on or before that date keep the four-year period, and a shrinking set of live files still runs on it. The calendar has caught up to the statute. A spring 2024 negligence claim ordinarily reached its two-year deadline in spring 2026, assuming accrual at the crash and no different rule or tolling.

Miss it and the case does not get weaker. It dies. Quietly. Like a houseplant nobody remembered to water.

The trap is that national models were trained on a four-year Florida. Ask a general-purpose tool for the deadline on a Florida negligence claim and it may answer 'four years' without blinking. Run an intake SOL calculation off that output and you have created a dated, signed record of the wrong answer.

ACTION ITEM

Treat every new PI call as a deadline audit before anyone talks case value. Identify the claim and defendant, confirm accrual and any transition or special rule, then calendar the controlling period before the file is opened. Apply the two-year period under §95.11(5)(a) only when it governs the claim.

AI may draft the SOL calendar entry. A lawyer confirms the accrual date and the controlling limitations period against the statute. Never the reverse.

Issue 2: Comparative Fault Is a Cliff, Not a Haircut

Florida used to be a pure comparative fault state. A plaintiff 70% at fault still recovered 30%. HB 837 ended that. Under § 768.81(6), a plaintiff found greater than 50% at fault recovers nothing. Not a reduced number. Nothing. A plaintiff at 51% walks out with zero.

One carve-out survives: claims for personal injury or wrongful death arising out of medical negligence under Chapter 766 stay on the old pure-comparative standard. Everything else, auto, premises, and trucking, is now a cliff.

That changes the work on day one. Fault is no longer something you sort out 'when litigation gets serious.' A matter that screens as a strong 55%-defendant case and turns into a 51%-plaintiff case at trial is a total loss, not a trim. The 50% line gets decided by the evidence you preserve in the first week.

ACTION ITEM

Photos, video, witnesses, police reports, prior-incident history, vehicle and telematics data, scene conditions, collected early, not at mediation. Litigation is serious on day one because the comparative-fault line is built from day-one evidence.

AI helps organize and cross-reference what you gather: timeline the witness accounts, flag the gaps, draft the preservation letters. AI does not stand at the scene or judge how a jury will split fault. Keep that line bright.

Issue 3: Medical Bills Are Evidence Packages Now

HB 837 added § 768.0427, and it rewrote how medical damages get proved. Past medical expenses that have been paid are limited to the amount actually paid, regardless of the source of payment. Where the claimant has health coverage other than Medicare or Medicaid but treats under a letter of protection, the admissible amount is tied to what that coverage would have been obligated to pay, plus the claimant's share. The statute sets out separate evidentiary categories for paid bills, uninsured and Medicare/Medicaid claimants, future care, and factoring arrangements, so match the rule to the claimant's actual coverage.

The statute also pulls the LOP into the open. As a condition precedent to claiming LOP medical expenses, the claimant must disclose itemized billing, coded to medical billing standards. The referral source is disclosable too, including where the claimant's own lawyer made the referral, admissible notwithstanding attorney-client privilege, because the financial relationship between firm and provider is now fair game on provider bias.

For any firm built on an LOP-heavy treatment model, this is a different world. The defense bar will attack billing, referral patterns, reasonableness, and payer rates. Stop treating medical bills as attachments to the demand. They are evidence packages now, and they get built like exhibits.

ACTION ITEM

Itemized, coded, reconciled to amounts actually paid or contractually owed, with LOP terms and referral chain documented before the demand goes out, not after a § 768.0427 motion in limine.

AI helps: extract and reconcile billing, flag coding gaps, assemble the disclosure package. AI does

not: vouch for reasonableness or cure a referral pattern. Verify every figure against the underlying records.

Issue 4: The Bad-Faith Setup Got More Dangerous

HB 837 reworked § 624.155, the bad-faith statute that also houses the longstanding 60-day civil remedy notice. The old policy-limits demand game, meaning a tight deadline, partial information, and a trap for an overwhelmed adjuster, became more dangerous for the plaintiff's side, not less.

Three changes matter. First, a 90-day safe harbor: if the insurer tenders the lesser of the policy limits or the amount demanded within 90 days of actual notice supported by sufficient evidence, no bad-faith action lies. Second, mere negligence by the insurer is no longer enough to establish bad faith. Third, the duty of good faith now runs both ways. A claimant who sets cute deadlines or withholds information can have the damages award against the insurer reduced for it.

And where claims exceed limits among multiple claimants, the statute now gives the insurer a path, interpleader or binding arbitration, that shields a good-faith tender. The gotcha letter is no longer a free shot.

ACTION ITEM

Clean liability proof, fully documented damages, a reasonable response window, clear and complete conditions, and a calendar that tracks the 90-day safe-harbor consequence. Build the demand to survive a bad-faith judge's read, not just to pressure an adjuster.

AI helps assemble the package and track the safe-harbor calendar. AI does not decide when limits are exposed or whether a demand is reasonable. The § 624.155 civil remedy notice still gets attorney review and signature.

What This Means for AI in Your Practice

The through-line of all four changes: the cost of an out-of-date answer went up, and AI's default answer on Florida PI is frequently out of date. That is not a reason to avoid AI. It is the reason to govern it.

- AI helps: SOL calendaring keyed to the two-year clock, fault-evidence organization, § 768.0427-compliant billing packages, and safe-harbor calendars on demand files.
- AI does not: confirm an accrual date, judge a fault split, vouch for billing reasonableness, or decide when policy limits are exposed. Those stay with the lawyer.

NEXT STEP

A two-year SOL audit on every new call. A fault-evidence checklist at sign-up. An LOP disclosure protocol. A safe-harbor calendar on every demand. Four small process changes that HB 837 made

non-optional, and four places AI earns its keep once a lawyer sets the guardrails.

Best Use Cases by Workflow Stage

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

Stage 1: Intake and Sign-Up

This is where AI delivers its fastest, most visible value. The intake process is repetitive, the tasks are well-defined, and mistakes here affect every downstream stage. PI conversion is also a margin-killer: lose a sign-up to a competitor because your intake took 36 hours instead of 36 minutes and the case is gone.

- AI helps: 24-hour intake response drafts. Adaptive intake questionnaires that adjust based on accident type. One-page intake summary memos. Conflict screening drafts from a CRM export. Engagement letter customization with the AI disclosure paragraph baked in. SOL calendaring with HB 837-aware 2-year deadlines.
- AI does not: Tell you whether to take the case. Catch the soft signal that this client will be a problem. Notice the prior-claim history the client did not disclose but that ISO will. Read the body language on the intake call.

IMPORTANT

Before case value, run the deadline audit and the fault check. § 95.11(5)(a) puts a two-year clock on negligence accruing after March 24, 2023; § 768.81(6) makes a finding greater than 50% fault a total bar. Both are decided by what you confirm and preserve at intake.

AI may draft the SOL calendar and organize the fault evidence. The lawyer confirms the accrual date, the controlling period, and the fault posture. See the HB 837 chapter for the full workup.

Stage 2: Liability Investigation and Evidence Preservation

Liability investigation rewards speed. Witnesses move, surveillance footage gets overwritten on 30-day loops, vehicles get repaired and crushed. AI accelerates the document side of investigation. It does not replace the field work.

- AI helps: Drafting preservation letters from accident facts. Generating subpoena drafts for 911 calls, traffic-camera footage, business surveillance, and bodycam video. Drafting public records requests under Chapter 119. Summarizing police reports into a one-page incident narrative. First-cut analysis of crash diagrams and damage photos. Building witness contact lists from police reports.
- AI does not: Get out of the office and photograph the scene. Talk to the witness whose number got transposed in the report. Notice the curb cut, the missing stop sign, the dim parking lot lighting that the report missed.

Stage 3: Medical Records, Chronology, and Damages

This is the highest-volume AI use in PI practice and the place where a purpose-built medical-records analysis platform earns its cost. A 1,500-page record set summarized by AI in two hours, against a paralegal working through it for two weeks, is a different operating model. Both figures are illustrative; measure your own.

— AI helps: Records ordering and tracking. Page-by-page medical chronology with treatment-date timelines, diagnosis-by-provider cross-reference, ICD-10 and CPT extraction, gap analysis between treatment dates. Billing summaries with totals by provider, reconciled to amounts actually paid for § 768.0427 disclosure. Pre-existing condition identification. First-draft damages narratives. Identification of records that appear missing or duplicated.

— AI does not: Know what the orthopedic surgeon meant by the cryptic two-word note in the margin. Catch that the radiology read does not match what the treating doc said it said. Notice that the PT records show a plateau at six weeks but the demand wants to claim ongoing impairment. Replace a nurse paralegal on a serious-injury case.

— The workflow that works: Records get ordered, indexed, and run through the AI tool. The AI produces a chronology, a billing summary, and a draft damages narrative. A paralegal verifies the chronology against a sample of the underlying records (20% spot check on routine cases, 100% on serious-injury or wrongful-death). The attorney reviews and signs off on the damages narrative.

THE RECORDS VERIFICATION STANDARD

AI-generated medical chronologies are a starting point, not a finished product.

Spot-check standard: at least 20% of treatment-date entries verified against underlying records on routine soft-tissue cases.

Full-verification standard: 100% of treatment dates, diagnoses, and bill totals verified on serious-injury cases (any case with surgery, hospitalization beyond 24 hours, traumatic brain injury, spinal injury, fatality, or claimed damages over $250K).

Document the verification step in the matter file.

Stage 4: Lien Resolution

Liens are where settlements die. In a $150K settlement, an $80K Medicare conditional-payment figure and a $30K asserted hospital lien would leave $40K before attorney fees, costs, lien disputes, and verified final payoffs. That is not the client's net. Lien resolution is paperwork-heavy, math-heavy, and time-sensitive. Natural AI territory with verification.

— AI helps: Drafting Medicare BCRC dispute letters and conditional payment appeals. Drafting ERISA plan-language analysis (is the plan fully insured or self-funded? does the plan language create an

enforceable equitable lien by agreement that clearly identifies the fund and the share of the recovery, and does it expressly address make-whole and common-fund doctrines?). Drafting Florida Medicaid §409.910 reduction requests under the Gallardo framework. Drafting hospital lien challenges. A hospital lien requires valid local authority; verify the relevant county ordinance and the asserted lien before treating the claim as enforceable. Special acts purporting to create hospital liens were held unconstitutional under Article III, section 11(a)(9) of the Florida Constitution. Before negotiating a reduction, confirm the specific ordinance, its validity, and the hospital's compliance with it. Modeling net-to-client across scenarios.

- AI does not: Verify the Medicare CPL against the actual treatment dates and ICD-10 codes (the BCRC routinely includes unrelated charges). Read the ERISA plan document for the actual reimbursement clause language. Tell you when a hospital lien is procedurally defective under the relevant county ordinance.
- The workflow that works: AI handles the drafting and the math. Attorney handles the legal review of plan documents and ordinances. Every lien reduction letter gets attorney review before transmission.

Stage 5: Demand Letter and Pre-Suit Negotiation

The demand letter is the single most important written work product in a PI practice. It is read by the adjuster, the adjuster's supervisor, the carrier's defense counsel if it gets there, the mediator, and (if it goes badly) the bad-faith judge. It has to be tight, defensible, and grounded in facts the carrier can verify.

- AI helps: Drafting the liability section from a police report and witness statements. Drafting the damages narrative from a verified medical chronology. Drafting the lost-wage analysis from employer records and tax returns. Building exhibit indexes. Drafting the § 624.155 civil remedy notice when bad faith is on the table, with the 90-day safe-harbor calendar tracked. Drafting follow-up letters after a first offer.
- AI does not: Tell you what number to demand. Catch the policy-limits trigger that opens bad faith. Read the adjuster's tone in a response letter. Know which mediator you are dealing with.
- The workflow that works: AI generates the first draft of the demand letter from a verified records package and a populated demand template. Attorney reviews end-to-end. Every legal citation verified against a primary source. Every medical reference verified against the chronology. Every billing figure verified against the lien summary. The attorney signs.

Stage 6: Litigation and Discovery

If pre-suit does not resolve, the case moves into the carrier's preferred terrain: formal discovery, depositions, motion practice. AI helps with the document production side and is a real risk on the citation side.

— AI helps: Drafting standard interrogatories and requests for production. Drafting responses to defense discovery. Privilege log first drafts. Witness outlines for depositions from the chronology and the police report. Summarizing deposition transcripts. Drafting motions in limine on common issues (the §768.0427 medical bill cap, the §90.702 Daubert challenge, etc.). Building demonstrative aids and timelines for mediation and trial.

— AI does not: Cite the right Florida or Eleventh Circuit precedent in a brief without verification. Read the trial judge. Strategize cross-examination of the defense IME.

— The workflow that works: AI handles document production and first-draft writing. Attorney handles strategy, judgment, and advocacy. Every citation in every brief is verified against a primary source. Non-negotiable, no exceptions, file it in the matter folder.

Stage 7: Settlement, Closing, and Distribution

The closing process in PI is mechanical and detail-heavy. The closing statement, the lien payoff letters, the IRS Form 1099 questions, the trust account math. AI handles mechanical and detail-heavy work well.

— AI helps: Closing statement drafts from settlement amount, fee, costs, and verified lien totals. Lien payoff letters to each lienholder. Settlement disbursement memos for the trust account. Client-friendly explanations of the net distribution. Form 1099 reporting checklists. Closing letter to the client.

— AI does not: Catch the math error that the trust accountant will catch six weeks later. Know that the lien was reduced verbally and the file shows the original number.

— The workflow that works: AI drafts every closing document. Attorney reviews the closing statement line-by-line against the settlement agreement and the verified lien payoffs. Bookkeeper or trust accountant verifies the math independently before any check is cut.

Prompts Library

These prompts are starting points. Written for a small Florida plaintiff PI practice handling auto, premises, trucking, and wrongful death matters. Adapt every prompt to your firm's voice, your circuit, and the matter.

IMPORTANT

Use only a tool approved for the applicable data class. Remove Tier 4 data before using an approved tool for Tier 3 records; stripping direct identifiers alone does not authorize use of an unapproved tool.

Verify every legal citation, statutory reference, and case authority against a primary source before any output reaches a client, court, adjuster, or lienholder.

Document the AI use in the matter file: tool, date, task, attorney.

INTAKE AND SIGN-UP

PROMPT 01: 24-HOUR INTAKE RESPONSE · Intake Stage

```
You are a paralegal at a Florida plaintiff PI firm. A potential client
just submitted an intake form. Draft a response within four hours that
acknowledges the intake, requests three pieces of missing information,
and offers two times for a sign-up call within the next 24 hours.

Inputs: attached intake form; firm's standard sign-up call slots.

Constraints:
  - Plain English. No legalese.
  - Do not give legal advice on the merits.
  - Do not commit the firm to representation.
  - Confirm the engagement is contingent on a signed retainer.
  - Include the firm's contact information.

Output: A draft email (under 200 words) for paralegal review and send.
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PROMPT 02: INTAKE SUMMARY MEMO · Intake Stage

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You are an attorney summarizing a new client intake for a sign-up
decision. Produce a one-page intake summary from the attached intake
form and call notes.
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Inputs: intake form; call notes; ISO claims index hit report if any.

Constraints:
  - Identify the accident facts, claimed injuries, treatment to date,
    insurance posture, and any prior-claim history.
 - Identify the claim, defendant, and accrual date; check HB 837 transition,
   special notice requirements and limitations periods before calculating a deadline. Apply the two-year general-negligence rule only when §95.11(5)(a) governs. Flag missing facts for attorney review.
  - Flag any sign-up concerns (prior claims, comparative-fault exposure
    > 50% under §768.81, capacity, prior representation conflicts).
  - Do not opine on case value.

Output: A one-page memo in the firm's standard format.
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PROMPT 03: ENGAGEMENT LETTER CUSTOMIZATION · Intake Stage

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You are an attorney customizing the firm's standard contingency-fee
engagement letter for a new PI client.

Inputs: template; matter facts; attorney-approved fee agreement and full
Rule 4-1.5(f)(4)(B) schedule, including recovery tiers and exceptions.

Constraints:
  - Insert matter-specific information.
  - Do not change boilerplate.
  - Confirm the AI-disclosure paragraph is present and unmodified.
  - Confirm the lien-handling paragraph is present and unmodified.
 - Check the answer or demand-for-arbitrators trigger, expiration of the time to take that action, recovery tiers, applicable exceptions and any required court approval under Rule 4-1.5(f)(4)(B). Filing a complaint alone does not trigger a 40% fee.

Output: A draft engagement letter for attorney review.
```

LIABILITY AND INVESTIGATION

PROMPT 04: EVIDENCE PRESERVATION LETTER · Investigation Stage

```
You are an attorney drafting a spoliation / evidence preservation
letter to a party that controls evidence relevant to a PI claim.
```

```
Inputs: accident facts; evidence at risk (vehicle, surveillance footage,
ECM/black-box data, ELDs for trucking, maintenance records, etc.);
recipient name and address.

Constraints:
  - Identify each category of evidence with specificity.
  - Cite Florida case law on spoliation duties.
  - Demand confirmation in writing within 14 days.
  - Do not threaten litigation that has not been authorized.

Output: A draft preservation letter for attorney review and signature.
```

PROMPT 05: POLICE REPORT NARRATIVE SUMMARY · Investigation Stage

```
You are a paralegal summarizing a Florida Traffic Crash Report for
the matter file. Produce a one-page incident narrative.

Inputs: attached crash report; client's recorded statement if provided.

Constraints:
  - Reproduce the report's stated facts only. Do not infer.
  - Identify each party, each vehicle, each witness with contact info.
  - Note the reporting officer's contributing-factor codes verbatim.
  - Flag any inconsistency between the report and the client's statement
    for attorney review.

Output: A one-page narrative in the firm's standard format.
```

MEDICAL RECORDS AND CHRONOLOGY

PROMPT 06: MEDICAL CHRONOLOGY ASSEMBLY · Records Stage

```
You are a paralegal assembling a medical chronology from records
ordered on a PI matter. Produce a chronological treatment timeline.

Inputs: attached medical records, organized by provider; date of accident.

Constraints:
  - One entry per visit, in chronological order.
  - For each entry: date, provider, type of visit, diagnoses (with
```

```
    ICD-10), procedures (with CPT), and a one-sentence treatment summary.
  - Flag any record predating the accident as pre-existing.
  - Flag any treatment gap of more than 30 days.
  - Flag any record where the date or provider is unclear.

Output: A draft chronology in the firm's standard table format, with
flagged items marked for attorney review.
```

PROMPT 07: BILLING SUMMARY AND LIEN ROLLUP · Records Stage

```
You are a paralegal building the billing side of a PI demand. Produce
a billing summary from attached medical bills and known lien claims.

Inputs: attached medical bills (organized by provider); known lien letters
(Medicare CPL, ERISA reimbursement claims, Medicaid, hospital liens,
LOPs); insurance payment ledgers if available.

Constraints:
  - One row per provider: total billed, total paid by insurance, balance,
    lien claimant if applicable.
  - Identify which billed amounts are admissible at trial under
    §768.0427, applying the statute's category-specific framework
    (paid vs. unpaid, insured vs. uninsured, Medicare/Medicaid, LOPs,
assigned/factored, future care).
  - Identify gaps between billed and what §768.0427 allows.
  - Flag any provider for which billing is incomplete.

Output: A draft billing summary table for attorney review.
```

LIEN RESOLUTION

PROMPT 08: MEDICARE CONDITIONAL PAYMENT DISPUTE · Lien Stage

```
You are an attorney drafting a Medicare conditional payment dispute
letter to the BCRC. Identify charges in the conditional payment letter
that are unrelated to the accident-related injuries and should be removed.

Inputs: attached BCRC conditional payment letter; attached medical
chronology with accident-related diagnoses; date of accident.

Constraints:
```

```
  - For each disputed charge: identify the date, the provider, the
    ICD-10 code, and the basis for the dispute.
  - Use the BCRC standard dispute format.
  - Do not concede any charge.

Output: A draft dispute letter and an itemized appendix of contested
charges for attorney review.
```

PROMPT 09: ERISA PLAN LANGUAGE ANALYSIS · Lien Stage

```
You are an attorney analyzing an ERISA plan's reimbursement claim
against a PI settlement. Read the attached plan document and the
reimbursement claim letter.

Inputs: attached ERISA plan document (SPD and plan terms if separate);
reimbursement claim letter; estimated settlement amount; estimated
total damages.

Constraints:
  - Identify whether the plan is fully insured (subject to state law)
    or self-funded (ERISA preemption applies).
  - Identify whether the plan contains the reimbursement clause
    language, analyzing whether it creates an enforceable equitable lien by
agreement (Sereboff), clearly identifies the fund and share of recovery, and
expressly addresses make-whole and common-fund doctrines (McCutchen).
  - Identify whether the plan disclaims the make-whole and common-fund
    doctrines.
  - Identify any procedural defects in the reimbursement claim.

Output: A short memo with sections for plan type, reimbursement clause
analysis, defenses available, and recommended negotiation posture.
```

PROMPT 10: FLORIDA MEDICAID §409.910 REDUCTION REQUEST · Lien Stage

```
You are an attorney drafting a Florida Medicaid §409.910 lien
reduction request to AHCA under the post-Gallardo framework.

Inputs: AHCA lien letter and itemized benefits paid; settlement amount;
attorney fees, verified taxable costs, total damages estimate and allocation;
dates of payment to AHCA or deposit of full proceeds in trust for its benefit, if applicable.
```

Constraints:
- Calculate the §409.910(11)(f) formula using its statutory 25% attorney-fee figure and verified taxable costs; flag missing inputs and do not invent an amount.
  - Identify the portion of the settlement allocable to past and future medical expenses under Gallardo v. Marstiller, then apply §409.910 and any available rebuttal/allocation arguments.
  - Request reduction to the proportionate share.
- Cite Gallardo and §409.910 with specificity. Label the letter an informal request that does not preserve the exclusive formal challenge under §409.910(17). Separately flag attorney review of triggering events, proceeds handling and the 21-day DOAH petition deadline under §409.910(17)(b).

Output: An informal reduction request, formula appendix and formal-challenge deadline checklist for attorney review.

PROMPT 11: HOSPITAL LIEN CHALLENGE · Lien Stage

You are an attorney challenging a Florida hospital lien. Florida has no single statewide hospital-lien statute. Identify and test the exact local authority asserted; an asserted special act does not itself establish an enforceable lien. See Shands, 97 So. 3d 204 (Fla. 2012).

Inputs: hospital lien letter; asserted local authority and current ordinance text if any; itemized bills; settlement amount.

Constraints:
- Identify and verify any county ordinance underlying the asserted lien; flag a special-act claim for attorney validity review.
  - Verify procedural compliance (timely filing, proper notice, statutory form).
  - Identify any reasonableness challenge to the billed amounts.
  - If the hospital accepted insurance, identify whether the lien can exceed the contracted rate.

Output: A draft challenge letter and an issue-by-issue analysis memo for attorney review.

DEMAND AND NEGOTIATION

PROMPT 12: DEMAND LETTER ASSEMBLY · Demand Stage

```
You are an attorney assembling a pre-suit demand letter from a
verified records package and a populated firm demand template.

Inputs: verified medical chronology; verified billing summary; lien
summary; firm demand template; policy-limits information; liability
analysis; lost-wage analysis if any.

Constraints:
  - Use the firm's standard demand structure.
  - Damages narrative grounded in the verified chronology only.
  - Medical billing presented consistent with §768.0427 admissibility.
  - Include a clear time-limited demand if policy-limits exposure
    supports it; otherwise omit.
  - Identify each lienholder and lien amount.
  - Do not include any citation that has not been verified against
    a primary source.

Output: A draft demand letter for attorney review.
```

PROMPT 13: §624.155 CIVIL REMEDY NOTICE · Demand Stage

```
You are an attorney drafting a Florida civil remedy notice under
§624.155 against a first-party insurer.

Inputs: insurer name; policy number; insured information; statutory
violation(s) alleged; supporting facts.

Constraints:
  - Use the form prescribed on the Florida Department of Financial
    Services website.
  - State each statutory violation alleged with specificity.
  - State the facts supporting each violation.
  - State the cure sought.
```

- Verify and document when the insurer receives the department's notice; calendar 60 days from receipt under §624.155(3)(c). Keep this separate from the 90-day liability-claim tender provision in §624.155(4).

```
Output: A draft notice and accompanying transmittal letter for attorney
review.
```

LITIGATION AND DISCOVERY

PROMPT 14: DEPOSITION OUTLINE FROM RECORDS · Litigation Stage

```
You are an attorney preparing to depose the defendant driver in a
Florida auto-negligence case. Draft a deposition outline from the
police report, the medical chronology, and the defendant's discovery
responses.

Inputs: police report; medical chronology; defendant's interrogatory
answers; defendant's request-for-production responses; defendant's
recorded statement if available.

Constraints:
  - Organize by topic: identity and background, the day of the crash,
    pre-impact events, the impact itself, post-impact events, prior
    history, communications with insurer.
  - Identify every prior inconsistent statement between the recorded
    statement, discovery responses, and the police report.
  - Identify the documents to mark as exhibits.
  - Do not provide advocacy strategy.

Output: A draft outline (5–8 pages) in the firm's standard format for
attorney review.
```

CLIENT COMMUNICATION AND CLOSING

PROMPT 15: CLIENT STATUS UPDATE · Client Communication Stage

```
You are an attorney drafting a routine status update to a PI client.

Inputs: matter status; last attorney action; next attorney action; any
adjuster activity; ETA on the next milestone.

Constraints:
  - Plain English. No jargon.
  - Under 250 words.
  - Set expectations on timing without overpromising.
  - Identify the client's next step (sign authorization, attend IME,
    submit wage information, etc.) if any.
  - Invite questions.
```

```
Output: A draft email for attorney review.
```

PROMPT 16: CLOSING STATEMENT DRAFT · Closing Stage

```
You are an attorney preparing the closing statement for a settled
PI matter.

Inputs: settlement amount; contingency-fee percentage; itemized costs;
verified lien payoff amounts (Medicare, ERISA, Medicaid, hospital, LOPs);
client name; matter number.

Constraints:
  - Use the firm's standard closing-statement format compliant with
    Rule 4-1.5(f)(5).
  - Show settlement amount, fee, costs, each lien payoff, and net to
    client as separate line items.
  - Show the math on each line.
  - Include the client acknowledgment block.

Output: A draft closing statement ready for attorney review and
bookkeeper independent verification.
```

HB 837: STATUTORY COMPLIANCE (2026)

PROMPT 17: HB 837 SOL & DEADLINE AUDIT · Intake Stage

```
You are a paralegal at a Florida plaintiff PI firm running an intake
deadline audit. From the intake facts below (identifiers stripped),
produce a statute-of-limitations audit before any case-value discussion.

Inputs: accident type; date of accident; date of discovery if different;
defendant type (private, government, medical provider); brief facts.

Tasks:
  - State the applicable Florida limitations period and cite the statute.
  - For general negligence accruing after March 24, 2023, apply the
    two-year period under Fla. Stat. 95.11(5)(a); flag pre-3/24/2023
    accrual as the prior four-year period.
  - Flag any shorter or special deadlines (government notice under
    768.28, medical malpractice presuit under Ch. 766, wrongful death).
  - Output the calendar deadline and a 180/90/60/30-day reminder ladder.
```

```
Constraints:
  - Do not give a final legal opinion on the deadline. Produce a draft
    audit a lawyer confirms against the statute and the accrual date.
  - Flag every assumption you made about accrual.

Output: a one-page SOL audit memo with the citation, the calculated
deadline, the reminder ladder, and an 'attorney must confirm' line.
```

PROMPT 18: COMPARATIVE-FAULT EARLY ASSESSMENT · Intake Stage

```
You are a litigation paralegal at a Florida plaintiff PI firm. Florida is
now a modified comparative fault state: under Fla. Stat. 768.81(6), a
plaintiff found greater than 50% at fault recovers nothing (medical-
negligence claims under Ch. 766 excepted). From the evidence below
(identifiers stripped), build an early fault map.

Inputs: police report narrative; witness statements; scene photo/video
description; vehicle/telematics data; prior-incident notes.

Tasks:
  - Summarize each fault-relevant fact and which party it cuts toward.
  - Identify the strongest defense comparative-fault arguments against
    our client.
  - List the evidence still needed to keep our client at or below the 50%
    line, and what to preserve now (footage on overwrite loops, witness
    contacts, EDR/telematics data).
  - Draft preservation-letter language for the items at risk.

Constraints:
  - Do not predict a fault percentage or a verdict. This is an evidence map.
  - Do not assume facts not in the inputs; flag gaps instead.

Output: a fault map (facts by party), a defense-argument list, an
evidence-to-get checklist, and draft preservation language.
```

PROMPT 19: 768.0427 LOP & MEDICAL-DAMAGES DISCLOSURE AUDIT · Intake Stage

```
You are a paralegal at a Florida plaintiff PI firm preparing medical
damages for proof under Fla. Stat. 768.0427. From the billing and
treatment records below (identifiers stripped), build a disclosure-ready
```

```
damages package.

Inputs: itemized, coded bills; amounts billed/paid/adjusted; coverage
and payer at treatment; LOP copies, terms and referral sources; factoring purchaser and purchase amount if assigned or sold.

Tasks:
  - Reconcile past medical expenses to amounts actually paid; flag any
    bill carried at billed-rate that the statute limits to amount paid.
 - Analyze §768.0427(2)(b) conditionally for coverage, uninsured status,
   Medicare/Medicaid, unpaid bills, and assignment or factoring. Include other admissible evidence and flag missing data.
 - Build the full §768.0427(3) condition-precedent checklist: LOP copy,
   itemized and coded charges by provider, referral source (including firm referral), coverage at treatment, and factoring purchaser identity and purchase amount if applicable.
  - Flag reasonableness/referral-pattern exposure the defense will attack.

Constraints:
  - Do not opine that any charge is reasonable. Surface the figures; the
    attorney decides what to claim.
  - Verify every number against the underlying records before it leaves
    the file.

Output: a reconciled damages table, a 768.0427 disclosure checklist, and
a defense-exposure flag list.
```

PROMPT 20: 624.155 SAFE-HARBOR DEMAND PACKAGE · Intake Stage

```
You are a paralegal at a Florida plaintiff PI firm assembling a policy-
limits demand built to survive HB 837's bad-faith reforms (Fla. Stat.
624.155). From the file facts below (identifiers stripped), assemble the
demand package and the safe-harbor calendar.

Inputs: liability summary; verified damages/medical package; policy info
if known; date of demand; client authority.

Tasks:
  - Draft a demand with clean liability proof, documented damages, clear
    and complete settlement conditions, and a reasonable response window.
  - Note the 90-day insurer tender safe harbor and build the calendar
    entries that track the 90-day consequence from actual notice with
```

```
    sufficient evidence.
  - Flag where conditions could read as unreasonable or as a 'gotcha'
    that triggers the reciprocal good-faith reduction against our client.
  - Prepare a 624.155 civil remedy notice draft only if bad faith is on
    the table.

Constraints:
  - Do not set the demand number or decide when limits are exposed.
    The attorney decides.
  - The CRN and the final demand get attorney review, citation
    verification, and signature.

Output: a demand draft, a safe-harbor calendar, a conditions-
reasonableness flag list, and (if applicable) a CRN draft.
```

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 happen, the controls that prevent them, and the training cadence that keeps the firm honest.

High-Risk Failure Modes

HALLUCINATED CITATIONS

The most publicly visible failure mode. The AI invents cases, statutes, or rules, or misstates holdings. Florida's own example: Capital Standard, LLC v. U.S. Bank National Association, No. 2D2024-1392, 2026 WL 2450571 (Fla. 2d DCA Aug. 21, 2026), produced fines and a Bar referral after 46 fabricated or unsupported citations appeared across two briefs. The fix is not to avoid AI for research. The fix is to verify every cited authority against a primary research database before anything gets filed. Not the AI's secondary source. The primary.

CONFIDENTIALITY VIA FREE TOOLS

The most common failure mode. A staff member pastes a police report, an intake form, or a stack of medical records into a free AI tool because it is faster. Disclosure occurs under Rule 4-1.6, potentially HIPAA if the records were provided under a BAA. The client never knows. The fix is a clear approved tool list and a firm rule that only approved tools handle client-specific data. Train on it at onboarding. Repeat it annually. Make it impossible to forget.

DEFECTIVE LIEN MATH

The most expensive failure mode. The AI generates a lien-reduction request using pre-Gallardo math, or uses a national ERISA formula on a self-funded plan that has a make-whole disclaimer, or undercounts a hospital lien because it applied the wrong county ordinance. The client clears closing, the lienholder asserts the full claim, the firm eats the difference or has a malpractice problem. The fix is attorney verification of every lien calculation against the controlling authority before the reduction request goes out.

RECORDS HALLUCINATION

The PI-specific failure mode. AI-generated medical chronologies sometimes fabricate treatment dates, miscode procedures, or attribute notes to the wrong provider. The chronology gets sent to the adjuster, the adjuster's nurse case manager catches the error, and the demand's credibility evaporates. The fix is mandatory spot-checking on routine cases (20% minimum) and full verification on serious-injury cases.

OVER-RELIANCE

The slowest-burning failure mode. The attorney stops verifying. Output quality drifts. The AI is wrong on a citation, wrong on a deadline, wrong on a lien calculation. The work goes out. The fix is a review

culture that treats AI output as a first draft, not a finished product. Every time. Not just when the attorney is cautious.

UNSUPERVISED STAFF USE

The most preventable failure mode. Paralegals and intake staff adopt unapproved tools because they are faster or more familiar. Client data goes into tools the firm has never reviewed. The fix is governance plus training plus a clearly published approved tool list. The default answer for any new tool is "not yet, pending approval."

Data Classification Framework

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

Class	What it contains	Tool tier required
Tier 1: Public information	Statutory and case law research, hypothetical fact patterns, template drafting without client facts, CLE summaries.	Any approved AI tool.
Tier 2: Anonymized matter facts	Anonymized case summaries, scenario modeling without identifying data, redacted records, internal analysis.	Approved enterprise AI tools acceptable. Use only tools approved for Tier 2; full anonymization alone does not grant tool approval.
Tier 3: Client identifiers and matter facts	Medical records, billing records, lien correspondence, demand drafts with client facts, expert reports, settlement communications.	Approved enterprise AI tools only with signed DPA and BAA where required. No free consumer tools.
Tier 4: Highly sensitive	SSNs, DLNs, full DOB + full name, Medicare/Medicaid IDs, MRNs, mental health records, minors' identifying information, records containing any of the Tier 4 elements listed in this row.	No AI tools of any kind while Tier 4 material remains. Remove it and confirm that the remainder is Tier 3 or lower before using an approved tool.

Approved Tool List

Your governance policy is only as good as the list of tools it covers. Maintain a current approved tool list that specifies, for each tool: the approved use cases, the data classes the tool may handle, the contractual confidentiality terms on file (DPA, BAA, retention terms), the date of the most recent vendor review, and the partner who approved adoption.

When a new tool comes on the market and staff want to use it, the default answer is not yet, pending the approval process. That process requires a DPA review, a role-based HIPAA/BAA assessment if medical information will touch the tool, the four-question test, and documented approval. File the documentation. The Managing Partner signs.

Staff Training Requirements

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

- What tools are approved and for what tasks.
- How to classify data before deciding which tool to use.
- Why AI-generated citations and statutory references require independent verification.
- Why every medical chronology requires spot-check verification at minimum.
- Why every lien calculation requires attorney review against current authority.
- What to do when they are unsure. Stop and escalate, not proceed and hope.
- What a confidentiality or HIPAA breach looks like and how to report it.

Minimum training cadence: initial onboarding before any AI use on client matters, annual refresh with case studies from the prior year, tool-specific training before any new tool is deployed.

Appendix A: Sample AI Governance Policy

[Firm Name]: Artificial Intelligence Use Policy

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

1. Purpose

This Policy establishes [Firm Name]'s guidelines for the use of artificial intelligence tools in the practice of law. The purpose is to ensure that all AI use complies with the Florida Rules of Professional Conduct, the firm's confidentiality obligations, HIPAA obligations where applicable, the firm's malpractice coverage requirements, and applicable court orders.

2. General Principles

- AI tools are permitted to assist in the practice of law. They are not permitted to replace attorney judgment, supervision, or professional responsibility.
- All AI output communicated to a client, an adjuster, a lienholder, or a court must be reviewed by a licensed attorney before transmission or filing.
- Client confidentiality obligations under FRPC 4-1.6 apply in full to all AI tool use.
- HIPAA obligations apply where the firm is acting as a covered entity or business associate; in those relationships, a BAA is required with any AI vendor that processes PHI. Regardless of whether HIPAA applies, all AI tools handling client medical records must provide written confidentiality, data-retention limits, and no-training protections.
- The duty of competence under FRPC 4-1.1 requires attorneys to understand the capabilities and limitations of AI tools sufficiently to supervise their use.
- All AI-generated citations must be verified against a primary legal source before inclusion in any court filing, research memo, demand letter, or client deliverable.

3. Definitions

Term	Definition
AI Tool	Any software using artificial intelligence, machine learning, or large language model technology to produce, analyze, summarize, or otherwise process content.
Approved AI Tool	An AI tool reviewed and approved by the Firm's AI Policy Supervisor for specific use cases and data classes.
Client Data	Any information relating to client representation, including identifying information, accident facts, medical records, financial data, family information, and communications.

AI Policy Supervisor	The attorney designated to oversee AI tool approvals, policy updates, training, and compliance documentation. In small firms, typically the Managing Partner.

4. Permitted Uses

— Internal administration and standard operating procedures.

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

— First-draft assistance from attorney-supplied facts on demands, pleadings, lien correspondence, and routine correspondence.

— Reviewed marketing and educational content.

— Internal analysis: issue spotting, chronologies, billing organization, lien analysis, matter-prep memos.

5. Prohibited Uses

— Client identifiers in non-approved public AI tools.

— Medical records or client health information in any tool that has not provided written confidentiality, data-retention, and no-training protections. A HIPAA Business Associate Agreement is required where HIPAA applies; for other client medical records, equivalent contractual protections are required.

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

— Unverified citations, statutory references, or case authorities in any filing, demand letter, or client deliverable.

— AI as the last set of eyes on any document transmitted to an adjuster, lienholder, court, opposing counsel, or client.

— AI making determinations on SOL calculation under § 95.11(5)(a), comparative fault apportionment under § 768.81, PIP coverage analysis, lien priority, or settlement allocation without attorney verification against primary authority.

— AI communicating with clients, adjusters, lienholders, or opposing counsel as a lawyer.

6. Confidentiality and Data Handling

No confidential information may be entered into any AI tool unless it is approved for that data class. Strip client identifiers before any prompt where identifiers are not necessary. Default to anonymization on research and scenario modeling. The data classification framework in the Ethics & Governance section of the Playbook applies.

7. Court and Tribunal Filings

Before filing AI-assisted work, confirm the disclosure obligation for that court. For Florida state-court filings, Rule 2.515(d)(2) (effective June 15, 2026) governs statewide. By signing, you represent that the authorities you cite exist and are accurately cited; per AOSC26-12, circuits may not add their own AI disclosure requirements. For federal filings, check the assigned judge's standing orders, which vary in scope. When in doubt, disclose.

8. PI Practice Addendum

In addition to the general provisions of this Policy, the following rules apply specifically to PI practice at this Firm:

- AI may assist with medical record summarization only after Tier 4 information has been removed and the tool is approved for Tier 3 medical records. Require a BAA when the firm’s HIPAA role requires one; otherwise apply the firm’s contractual confidentiality, retention, and no-training requirements.
- AI may not be the last set of eyes on any medical chronology, billing summary, lien analysis, or demand letter that will be transmitted externally. Every such document receives attorney review against the underlying records and current Florida authority.
- AI may not determine SOL deadlines under § 95.11(5)(a), PIP coverage, comparative fault apportionment under § 768.81, medical-damages disclosures under § 768.0427, lien priority, or settlement allocation without attorney verification against primary authority.
- AI may not produce final demand letters, civil remedy notices, complaints, motions, briefs, or settlement statements without attorney review, citation verification, and signature.
- Every settlement closing statement is independently verified by the firm's bookkeeper or trust accountant before any disbursement.

9. Incident Response

If a potential confidentiality or HIPAA breach through AI tool use occurs: stop using the tool immediately, document what information was entered and into which tool, escalate to the AI Policy Supervisor within 24 hours, consult the firm’s malpractice carrier, ethics adviser, and cyber counsel promptly, and evaluate breach-notification requirements without delaying a statutory notice deadline. This includes both HIPAA (where applicable) and Florida's own breach-notification law, the Florida Information Protection Act (Fla. Stat. § 501.171), which addresses breaches involving electronic personal information as defined in §501.171(1), regardless of whether HIPAA applies to the firm. Where notice is required, give it as expeditiously as practicable and generally no later than 30 days after determining or having reason to believe a breach occurred; notice to the Florida Attorney General is required at the 500-Florida-resident threshold. Check statutory exceptions, permitted law-enforcement delay, and the individual-notice waiver before deciding the response. A PI file may contain information within FIPA’s

scope even when the firm is not a HIPAA-covered entity or business associate. Update the governance policy or workflow to prevent recurrence, and document everything in the firm's compliance directory.

10. Acknowledgment

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

Appendix B: Client AI Disclosure Statement

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

DISCLOSURE: USE OF ARTIFICIAL INTELLIGENCE TOOLS

[Firm Name] uses artificial intelligence tools in the course of representing personal injury clients. These tools are used to assist with legal research, medical record summarization, demand-letter drafting, document review, and routine correspondence. The tools we use are approved for the information they process and operate under contractual confidentiality protections, including Business Associate Agreements when our HIPAA role requires them. We do not use consumer-grade AI tools (such as the free version of ChatGPT, Gemini, or Claude.ai) in connection with your matter.

The use of AI tools does not change our responsibilities to you under the Florida Rules of Professional Conduct. A licensed Florida attorney remains responsible for the work performed on your matter and for reviewing the work product before it is delivered to you, transmitted to an insurance company, filed in any court, or otherwise relied upon. No demand letter, settlement statement, or pleading is finalized without attorney review. Our fees are based on the contingency-fee agreement you sign, not on the time saved by the use of these tools.

If you have questions about our use of AI tools, or if you would prefer that we not use AI tools in connection with your matter, please let us know. We will honor a request not to use AI tools on your matter and document it in the file. If that affects the expected cost or timing, we will discuss it with you before proceeding.

By signing this engagement letter, you acknowledge that you have read and understood this disclosure.

IMPLEMENTATION NOTES

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

Appendix C: Court AI Disclosure & Certification

For Florida state-court filings, the controlling requirement is Rule of General Practice and Judicial Administration 2.515(d)(2) (effective June 15, 2026): by signing, you represent that the legal authorities identified in the filing exist and are accurately cited, a citation-accuracy certification rather than a separate AI-disclosure form, and per AOSC26-12 the circuits may not require their own. The certification below is for federal courts and individual judges whose standing orders still call for an affirmative AI-use disclosure. Verify the assigned judge's current order before using it, and modify the language to reflect what you actually did.

CERTIFICATION REGARDING USE OF GENERATIVE ARTIFICIAL INTELLIGENCE

Pursuant to [the Standing Order of [Judge Name] dated [date]] [Local Rule [number]] [other authority], the undersigned counsel certifies as follows.

1. The undersigned has reviewed the requirements of [the applicable order or rule] regarding the use of generative artificial intelligence tools in connection with submissions to this Court.
2. In the preparation of the [pleading/motion/brief/other filing] to which this certification is attached, generative artificial intelligence tools [were] [were not] used.
3. If generative artificial intelligence tools were used, the undersigned represents that:
   - (a) The tool[s] used [is/are]: [identify each tool].
   - (b) The tool[s] [was/were] used for the following purpose[s]: [identify the task].
   - (c) The undersigned has independently reviewed every legal citation, factual representation, and material assertion in the filing, and has verified each against primary sources or the underlying matter record.
   - (d) No portion of the filing has been delivered to the Court that the undersigned has not personally reviewed and adopted.
   - (e) The undersigned remains responsible for the contents of the filing and for the conduct of the matter.
4. The undersigned acknowledges that the use of generative artificial intelligence does not relieve the undersigned of any obligation under the Florida Rules of Professional Conduct, the rules of this Court, or applicable law.

IMPLEMENTATION NOTES

- For Florida state courts, Rule 2.515(d)(2) governs statewide; do not file a separate AI-disclosure certification unless a federal judge requires one. Check standing orders in the specific federal district, division, and judge's chambers.
- When in doubt, disclose. Judges respond better to voluntary transparency than to discovering undisclosed AI use.

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

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

Appendix D: Letter to AI Vendors

Before approving any AI tool for use on client matters, send this questionnaire to the vendor. Do not sign an enterprise contract until you have written answers to all nine questions. In a personal injury practice the sixth question is the one most often skipped and the one most likely to matter.

1. Does your service offer a contractual no-training-on-customer-data clause? If so, which service tier does it apply to, and where is that commitment documented in your terms of service?

2. Where is customer data stored geographically? Which third-party subprocessors have access to it, and are those subprocessors disclosed in your DPA?

3. What is your data retention policy? Can we require deletion of all data we have submitted, and on what timeline is deletion confirmed?

4. What breach notification obligations do you accept, and within what timeframe will you notify us of a confirmed or suspected breach involving our data?

5. Do you offer a Data Processing Agreement? Please provide a copy.

6. If the firm acts as a HIPAA covered entity or business associate for this service, will you execute a Business Associate Agreement? If HIPAA does not require a BAA, what contractual confidentiality, retention, and no-training protections cover client medical information? A firm may also choose a stricter BAA procurement policy.

7. What certifications does your service hold (SOC 2 Type II, ISO 27001, or comparable), and are current audit reports available for review?

8. How is access controlled, whether by single sign-on, role-based permissions, or audit logging?

9. On termination, how is our data returned or destroyed, and on what timeline?

Appendix E: 90-Day Implementation Roadmap

The firms that fail with AI are the ones that try to implement everything at once. Start narrow. Get good at two or three workflows. Then expand. Here is a roadmap that works for a small Florida PI firm.

Days 1–30: Foundation

WEEK 1: POLICY AND TOOLING

- Designate an AI Policy Supervisor. In a small firm, this is usually the Managing Partner.
- Confirm Florida Bar technology CLE compliance. If short, register for an approved AI program now.
- Pull the malpractice policy and read the technology and cyber endorsements. Email the carrier with the AI coverage and disclosure questions.
- Audit current tool use: what AI tools is staff already using inside Lexis, Westlaw, the case-management platform, intake CRM, and any standalone tools? Document and assess each against the Policy.

— Select starting tools: one general-purpose enterprise LLM, one research-grade legal AI grounded in a primary-source database, and confirm the AI features already inside your practice management platform. Each needs appropriate confidentiality terms; require a BAA when the firm's HIPAA role requires one.

WEEK 2: TRAINING

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

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

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

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

WEEKS 3–4: PILOT

— Pick one high-volume, low-risk workflow to pilot: 24-hour intake response drafts or client status updates are natural starting points.

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

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

Days 31–60: Build Proficiency

RECORDS AND DEMAND WORKFLOWS

— If volume justifies it, onboard a purpose-built medical-records analysis platform. Run a five-case pilot before full rollout.

— Build the verification checklist into the records workflow: 20% spot-check on routine cases, 100% on serious-injury cases.

— Implement AI-assisted first drafts for the firm's standard demand letter template.

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

LIEN WORKFLOWS

— Train attorneys and paralegals on the Medicare CPL dispute prompt, the ERISA plan analysis prompt, and the Florida Medicaid §409.910 reduction prompt.

— Build the lien-verification checklist: which authority controls (federal Medicare, federal ERISA, Florida Medicaid §409.910, county hospital ordinance).

— Build the citation-verification step into research workflows as a non-negotiable gate.

CLIENT COMMUNICATION

— Deploy the status update prompt across active matters.

— Deploy the closing-statement prompt for matters approaching settlement.

— Track client satisfaction. Well-crafted, attorney-reviewed AI drafts often improve client experience.

Days 61–90: Optimize and Expand

MEASURE WHAT MATTERS

— Calculate time saved per matter type from AI assistance.

— Calculate paralegal hours saved on records review.

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

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

EXPAND TO COMPLEX WORKFLOWS

— Move AI into litigation workflows: discovery drafting, deposition outlines, motions in limine, with mandatory citation verification.

— Pilot the civil remedy notice prompt for any active first-party matter.

— If the practice has heavy wrongful death or catastrophic injury volume, evaluate additional damages-modeling tools.

POLICY MAINTENANCE

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

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

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

— Check the Florida Bar website, ABA guidance, and federal standing orders for any new AI directives.

WHAT SUCCESS LOOKS LIKE AT DAY 90

Every attorney and staff member knows which AI tools are approved, for what tasks, and at what data classification level.

Every demand letter that leaves the office has been read by an attorney against verified records and current Florida authority. Every citation in every brief has been verified against primary sources.

The engagement letter discloses AI use. The compliance directory contains the governance policy, vendor DPAs and BAAs, training records, and any incident files.

Three workflows are operating with AI assistance and measurable time savings. The firm is operating an AI program, not a stack of unused subscriptions.

Appendix F: Key Authorities

Selected statutes, rules, cases, and agency materials used in this playbook, with source links. Dates and figures move; check the source directly before relying on anything below in a client matter.

HB 837 Tort Reform

- Fla. Stat. §95.11(5)(a), negligence statute of limitations -- https://www.flsenate.gov/Laws/Statutes/2025/95.11
- Fla. Stat. §768.81, modified comparative fault -- https://www.flsenate.gov/Laws/Statutes/2025/768.81
- Fla. Stat. §768.0427, medical damages evidence -- https://www.flsenate.gov/Laws/Statutes/2025/768.0427
- Fla. Stat. §624.155, civil remedy / bad faith -- https://www.flsenate.gov/Laws/Statutes/2025/624.155
- HB 837, ch. 2023-15, Laws of Florida, including §28 transition provision -- https://laws.flrules.org/2023/15

PIP and No-Fault

- Fla. Stat. §627.736, personal injury protection benefits -- https://www.flsenate.gov/Laws/Statutes/2025/627.736

Liens

- Fla. Stat. §409.910(11)(f), (17), Florida Medicaid third-party liability and challenge procedure -- https://www.flsenate.gov/Laws/Statutes/2025/409.910
- Gallardo v. Marstiller, 596 U.S. 420 (2022) -- https://www.supremecourt.gov/opinions/21pdf/20-1263_5426.pdf
- Sereboff v. Mid Atlantic Medical Services, Inc., 547 U.S. 356 (2006) -- https://supreme.justia.com/cases/federal/us/547/356/
- US Airways, Inc. v. McCutchen, 569 U.S. 88 (2013) -- https://supreme.justia.com/cases/federal/us/569/88/
- Fla. Const. art. III, §11(a)(9), special-law prohibition on private-contract liens -- https://www.flsenate.gov/Laws/Constitution
- Shands Teaching Hospital & Clinics, Inc. v. Mercury Insurance Co. of Florida, 97 So. 3d 204 (Fla. 2012) -- https://law.justia.com/cases/florida/supreme-court/2012/sc09-2069.html

Confidentiality

- Fla. Stat. §934.03, interception and disclosure of communications -- https://www.flsenate.gov/Laws/Statutes/2025/934.03

— Fla. Stat. §501.171, Florida Information Protection Act, especially (1), (3), and (4) -- https://www.flsenate.gov/Laws/Statutes/2026/501.171

— Florida Public Records Act, ch. 119 -- https://www.flsenate.gov/Laws/Statutes/2026/Chapter119

Fees

— Rule 4-1.5, Rules Regulating The Florida Bar, fees and costs for legal services -- https://www.floridabar.org/rules/rrtfb/

— Fla. Stat. §90.702, testimony by experts -- https://www.flsenate.gov/Laws/Statutes/2026/90.702

— HHS, Business Associates and BAA requirements -- https://www.hhs.gov/hipaa/for-professionals/covered-entities/sample-business-associate-agreement-provisions/index.html

Florida Legal Ethics

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

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

Court Citation Rule

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

— Administrative Order AOSC26-12 -- https://flcourts-media.flcourts.gov/content/download/2489379/file/AOSC26-12.pdf

Case Law

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

About Actionable AI

Actionable AI is a solo AI adoption consultancy for small law firms. Founded by Greg Yates, a former Big Law corporate equity partner at Steptoe (NYC Managing Partner) and Seyfarth Shaw, Actionable AI exists because the generic AI advice on the market does not work for small firms with real ethics obligations and real client liability.

The firm works exclusively with small law firms in Florida. Not tech companies. Not wealth management. Not generic small businesses. Law firms. The specificity is the point.

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 and BAAs, building governance policies.

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

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

Who This Playbook Is For

This playbook is written for the managing partner of a small Florida plaintiff PI firm who knows AI is important, has probably experimented with it, and wants to implement it without committing malpractice, breaching confidentiality, or sending out a demand letter the carrier will weaponize.

READY TO IMPLEMENT AI IN YOUR PI PRACTICE?

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

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

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

— Florida-specific ethics guardrails for your circuit and your carriers.

— How to keep your intake current with the two-year clock and the fault cliff.

— Whether your lien practice is leaving money on hospital liens that were never valid.

No pitch. No deck. No obligation.

Greg Yates | Actionable AI

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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