



The Mediator's AI Playbook

Secure Protocols for the Elite Neutral

Executive Summary

For the distinguished neutral, Artificial Intelligence is not about shortcuts; it is about capacity. It allows you to process massive evidentiary records in minutes, model complex settlements in real-time, and draft ironclad agreements before the parties leave the room. This Playbook outlines a "Zero-Trust" architecture for integrating AI across the full lifecycle of a dispute—from complex construction defects to sensitive employment matters—without ever compromising the "mediation bubble."

Part I: The "Red Line" Security Protocol

Before deploying any tool, you must distinguish between Public AI (High Risk) and Enterprise AI (Secure).

● RED LIGHT: PROHIBITED (The Public Web)

- Tools: ChatGPT (Free/Plus), Claude.ai (Consumer), Google Gemini (Personal).
- The Risk: These platforms use your inputs to train their models. Entering a term sheet or deposition here is the digital equivalent of leaving a client file open in a coffee shop.
- Policy: Never input client names, case numbers, financial data, or trade secrets.

● GREEN LIGHT: APPROVED (The Walled Garden)

- Tools: Microsoft Copilot (Enterprise), Casetext CoCounsel, NexLaw AI, Spellbook.
 - The Safeguard: These tools operate on a "Zero-Retention" policy. They process data locally or in a private cloud and contractually guarantee that no data is used to train their models.
 - Policy: Approved for drafting, summarization, and analysis—*provided* the Anonymization Protocol is followed.
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Part II: Practice Infrastructure

The administrative side of a high-volume practice requires precision. These tools replace "busy work" with automated workflows.

1. Intake & Conflicts (The Gatekeeper)

- The Upgrade: Move beyond simple forms. Use AI-driven intake to automatically flag potential conflicts of interest by cross-referencing party names against your firm's historical database.
- Recommended Tools:
 - ADR Notable: Dynamic data capture that flows directly into your case management dashboard.
 - Fourth Party: Customizable booking that handles multi-party notifications automatically.

2. Financial Management (The Ledger)

- The Upgrade: AI-assisted billing that ensures narratives are compliant with carrier guidelines (LEDES) and automatically tracks "soft costs."
- Recommended Tools:
 - Clio Duo: Drafts bills and summarizes financial performance without manual data entry.
 - Biller Assist: Uses AI to flag billing entries that might trigger an audit or rejection before you send the invoice.

Part III: Pre-Mediation Analysis (The "Briefing Book")

This is where the elite neutral gains an edge. Use AI to digest thousands of pages of discovery before the first caucus.

For Construction & Infrastructure

- The Challenge: Massive change order logs and technical reports.
- The AI Fix: Upload 500+ pages of PDFs (contracts, blueprints, change orders) into Document Crunch or Casetext CoCounsel.

- Prompt: *"Identify every instance where 'force majeure' was cited in these change orders and create a chronological table of weather-related delay claims."*

For Employment & Civil Rights

- The Challenge: Emotionally charged "he-said, she-said" narratives and thousands of internal emails.
- The AI Fix: Use CoCounsel or Logikcull to perform "Sentiment Analysis" on internal communications.
- Prompt: *"Review the email threads between [Plaintiff] and [Manager]. Flag any messages that contain aggressive language or implicit bias, and summarize the timeline of reported complaints."*

For Personal Injury & Insurance

- The Challenge: Comparing subjective pain and suffering against actuarial realities.
- The AI Fix: Use NexLaw AI or internal firm data to model settlement ranges.
- Prompt: *"Based on the anonymized medical summaries uploaded, summarize the key surgeries and recovery times. Create a table comparing these injuries against standard recovery guidelines."*

Part IV: In-Session Settlement Support

When the parties are stuck, AI serves as your "Silent Co-Mediator."

1. The "Visual Persuader"

Sometimes parties need to see the risk to believe it.

- Tool: Microsoft Whiteboard (with Copilot) or Canva for Teams.
- Action: *"Create a flow chart showing the 5-step appeals process if this case goes to trial, highlighting the estimated 18-month delay."*

2. Real-Time "Bracketology"

Stop doing mental math at 6:00 PM.

- Tool: Excel (with Copilot).

- Action: *"Create a settlement model where the total payout is [X]. Show three scenarios: Lump sum, 3-year payout with 5% interest, and a structured annuity. Adjust the 'Net to Client' column automatically."*

3. Impasse Breaking (The Neutral Voice)

- Tool: NexLaw AI or CoCounsel.
 - Action: *"The parties are stuck on the non-disparagement clause. Draft 3 neutral variants: one strict, one mutual, and one focused only on social media. Use a collaborative tone."*
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Part V: Post-Mediation (The Closing Protocol)

The "danger zone" is the time between the handshake and the signed contract. AI closes this gap.

1. The "Deal Sheet" Transcription

- Workflow: Take a photo of your handwritten term sheet. Upload it to your secure enterprise app.
- Prompt: *"Transcribe these notes into a clean, bulleted term sheet. Flag any missing standard terms (e.g., Governing Law, Payment Net-30)."*

2. Drafting the Settlement Agreement

- Tool: Spellbook or Microsoft Copilot for Legal.
- Action: *"Draft a Settlement Agreement based on the attached term sheet. Include a 'Liquidated Damages' clause for breach of confidentiality. Mark as [DRAFT] watermark."*

3. The "Plain English" Summary

- Use Case: For unrepresented parties or emotionally exhausted clients.
 - Action: *"Rewrite this specific clause in plain English (8th-grade reading level) so the Plaintiff understands exactly when they will receive the funds."*
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Part VI: Implementation Checklist

The "Go/No-Go" Safety Check for NADN Members:

1. ☐ Is it Enterprise? Do you have a paid license with a Business Associate Agreement (BAA) or Enterprise terms?
2. ☐ Is Training Off? Have you verified the vendor does *not* use your data for model training?
3. ☐ Is it Anonymized? Have you used the "Two-Step Sanitization" (Removing Names + Specific Dates)?
4. ☐ Is it Verified? Have you manually reviewed every AI-generated citation and calculation?

Sample Agreement Clause:

"The parties acknowledge that the Mediator may utilize enterprise-grade Artificial Intelligence tools solely for the purposes of summarization, organization, and drafting. No client-identifiable data will be used to train external AI models. All AI use shall be conducted within a secure, encrypted environment compliant with applicable confidentiality and privilege statutes."

Disclaimer

This guide is for educational purposes only and does not constitute legal advice. Always consult with qualified legal counsel regarding ethical obligations and technology implementation in your specific jurisdiction.