

Guide to Effective Prompting

PROMPTING LEXIS+ AI

The purpose of this guide is to help you successfully use Lexis+ AI by understanding: (1) in general, how the system works today, (2) prompting best practices for Lexis+ AI, (3) examples of good prompts and responses with explanations.

What is a Prompt?

The beginning of a conversation. An instruction. A request.

Prompting Techniques

- **General prompting best practices:** Prompts are akin to questions in a conversation; for optimal results with Lexis+ AI, follow the 5P's:
 - **Prime** – Include context within your prompt
 - **Persona** – Share your desired personality, background, & tone to shape the output
 - **Prompt** – Be sure to give clear and specific instructions
 - **Product** – Specify what output you want back from the system as output
 - **Polish** – Elaborate, refine, verify through the conversation with the system
- **Tips for prompting Lexis+ AI:**
 - Include a clear jurisdiction, e.g., “Draft a legal memo on seat belt laws in Colorado”
 - Indicate any parties, key terms, or points of law surrounding the matter
 - Include the material facts for the response to consider
 - Specify your goal & purpose e.g., “Draft a letter to a client about a retainer agreement”
 - Specify the type and format of the answer that you expect

- Refine by submitting follow up prompt instructions to narrow or expand your query. For example, “find more cases like this in Arizona.”
- If you don’t get the response you need with your first prompt, either ask a follow-up question or iterate on the initial response.
- **Conversations:** Lexis+ AI is capable of back-and-forth conversation with our users. A single conversation will assess each prompt's intent within the context of the prior prompts and responses in the same conversation. The system currently supports up to 5 exchanges (“turns”) in the conversation. The application will signal when those turns are close to being exhausted and then automatically start a new conversation.
- **Repeating a prompt:** While the goal of good prompting techniques is to generate a high-quality response, using the same prompt on 2 separate occasions will not necessarily generate an identical response from Lexis+ AI output, like prior search output, is dynamic and responds in real time to current content available. Because responses are not computed in advance and stored, the system doesn’t respond to the same prompt the same way every time.

Basic Prompt Checklist

1. Have you given clear instructions?
2. Have you provided specific details?
3. Have you provided background for the task?
4. Have you formatted your prompt with a clear structure?
5. Have you used simple and concise language?
6. Have you given examples and ideas?

LEXIS+ AI USE CASES & TASKS

Lexis+ AI has been developed with the needs of our legal users in mind. The current use cases & tasks available within Lexis+ AI include:

1. **Summarization:** Summarize a case law opinion

Additional supported prompt capabilities in context of summarization:

- The user can ask a legal question about the summary
- The user can draft a document based on the summary

2. **Draft:** draft a legal memo, email, letter, clause or argument.

Additional supported prompt capabilities in context of drafting:

- The user can ask to shorten or simplify the draft
 - The user can ask to adjust the tone and make the draft more or less aggressive
 - The user can ask to summarize the cases within the draft
3. **Search/Ask:** find a case or statute by setting forth facts or topics and a jurisdiction, ask a complex question about a term of art interpretation or application in a single jurisdiction, ask a complex question about a legal topic or issue or principle or procedure in a single jurisdiction.

Additional supported prompt capabilities in context of search/ask:

- The user can draft a document based on the output
 - The user can summarize the cases within the response
 - The user can change jurisdiction for the initial answer
4. **Document Upload & Review:** Upload a single or up to 10 documents (limited to 2,500 characters or a total of 50 pages per doc; file type .doc, .docx, .pdf, .txt): Users can upload a document and then either ask questions about the contents of the document(s) or ask for a summary of each document in the uploaded collection.

LEXIS+ AI CONTENT COVERAGE

Lexis+ AI currently utilizes the following content in conjunction with the use cases & tasks listed above.

- All Case Law
- All Statutes
- All Practical Guidance
- Over 1,000 Secondary Sources

Additional content areas will be included in Commercial Launch:

- State and Federal Court Rules
- State and Federal Constitutions
- Top Agency Decisions (EEOC, GAO, Merit Systems Protection Board, Department of Interior, EPA, trademark decisions, and patent decisions)

EXAMPLE PROMPTS USING LEXIS+ AI

Search/Ask Task Examples

- **Sub-Task:** Complex question about a legal issue, topic, principle, or procedure

User Prompt: What should the ADA interactive process consist of?

Likely system response: The ADA interactive process should consist of sufficient notice from the employee to the employer that an accommodation is needed, followed by good faith participation by both parties to identify appropriate reasonable accommodations. This requires ongoing communication between the employer and employee to determine the employee's precise limitations and potential accommodations to overcome those limitations. The interactive process is a way to determine reasonable accommodations, not an end. Neither party should obstruct this process, and both sides must participate in good faith. However, the interactive process does not require the employer to make any particular concession, as long as a good faith effort is made to find accommodations.

[1][2][3]

Poole v. Centennial Imps., Inc.

EEOC v. C.R. Eng., Inc.

O'Dell v. Dep't of Pub. Welfare

- **Sub-Task:** Term of art application or interpretation

User Prompt: Does a person have a right of privacy in their fenced in backyard in California?

Likely system response: Yes, a person generally has a right of privacy in their fenced-in backyard in California. Specifically, courts have found that surrounding a backyard with a fence and limiting entry with a gate, locked or unlocked, demonstrates a reasonable expectation of privacy in that area. This privacy right extends even if there are some gaps or openings in the fence. However, the right of privacy may be diminished if activities in the backyard can be readily observed from outside the fence or by neighbors. Additionally, areas beyond the fenced curtilage of the home are not protected, so unoccupied or undeveloped areas outside a fenced backyard would not be considered private.

California Criminal Defense Practice

People v. Winters

Cal Pen Code § 632

Drafting Task Examples

- **Sub-Task:** Draft an Email

User Prompt: My client, ComfyChairs Manufacturing, hired me as an outside litigation specialist for a breach of contract lawsuit filed against them by a supplier, Squishy Stuff, Inc. The court filed its judgment in favor of my client on May 15, 2023, in docket number 22-1555, and I will include the fee amount in an attachment and a feedback questionnaire. Funds remaining from the retainer will be returned. Draft a case closing email to general counsel, Becky Couch, saying that my representation

has ended, and my document retention policy is for three years. Thank them for the opportunity. Let them know I can handle future cases for them.

Likely system response:

Dear Ms. Couch,

I am writing to inform you that my representation of ComfyChairs Manufacturing in the matter of ComfyChairs Manufacturing v. Squishy Stuff, Inc., docket number 22-1555, has ended following the court's favorable judgment entered on May 15, 2023.

I have attached an invoice for my services in the amount of [fee amount]. As we discussed, any remaining balance from the retainer will be promptly returned to ComfyChairs Manufacturing. Pursuant to my document retention policy, I will maintain my files on this matter for 3 years. After that time, the files will be destroyed.

It was a pleasure working with you and ComfyChairs Manufacturing on this matter. I appreciate the opportunity and trust you placed in me. If ComfyChairs Manufacturing requires assistance with any future legal matters, I would be happy to help. Please do not hesitate to contact me.

Sincerely,

[Attorney Name]
[Law Firm]
[Contact Information]

Attachment:
Invoice

- **Sub-Task:** Draft a Letter

User Prompt: Gregory Malley is seeking a civil RICO action against our client, SJMD. As a member, Malley is subject to the Operation Agreement in place, which requires that all claims be brought via arbitration. Draft a letter to Malley's counsel, John Smith, demanding arbitration.

Likely system response:

Dear Mr. Smith:

I represent SJMD in the matter involving your client, Gregory Malley. As you know, Mr. Malley is a member of SJMD and subject to the terms of SJMD's Operating Agreement. Under Section [X] of the Operating Agreement, all claims brought by members against SJMD must be resolved via binding arbitration rather than litigation.

It has come to our attention that Mr. Malley has initiated a civil RICO lawsuit against SJMD in violation of the Operating Agreement. Please advise your client that under the clear terms of the Operating Agreement to which he agreed, this claim must be brought in arbitration, not court.

[Insert relevant language from Operating Agreement regarding arbitration clause]

We demand that Mr. Malley voluntarily dismiss the lawsuit and bring any claims against SJMD through arbitration as required by the Operating Agreement. If he does not, we will be forced to file a motion to compel arbitration. Please let me know by [date] whether Mr. Malley intends to voluntarily arbitrate this claim as required. Feel free to contact me if you would like to discuss this matter further.

Regards,
[Your name]
Counsel for SJMD

- **Sub-Task:** Draft a Legal Memo

User Prompt: Draft a legal memo that outlines whether, in Pennsylvania, a claim for liquidated damages under the Wage Payment and Collection Law (WPCL) can be maintained separate and apart from whether there was still outstanding any claim for unpaid wages. In other words, can an employee sue his employer for liquidated damages when no wages are due even when the wages were undisputedly untimely when they were paid?

Likely system response:

"Introduction: This memorandum addresses whether, under Pennsylvania law, a claim for liquidated damages under the Wage Payment and Collection Law (WPCL) can be maintained separate and apart from a claim for unpaid wages. In other words, the issue is whether an employee can sue his or her employer for liquidated damages under the WPCL when no wages are due, even though the wages were undisputedly paid late. The analysis below demonstrates that under the WPCL, a claim for liquidated damages is analytically distinct and can be maintained independently from a wage claim, so long as the wages were paid late.

Statement of Facts: The query states that an employee seeks to file a claim against his employer solely for liquidated damages under the WPCL. It is undisputed that the employee has been paid all wages owed, but the wages were paid in an untimely manner under the WPCL. The issue is whether the employee can still recover liquidated damages under the WPCL despite having received all owed wages.

Legal Standards:

- The Pennsylvania Wage Payment and Collection Law (WPCL) allows employees to sue for unpaid wages, interest, attorneys' fees and, if the employer cannot show good faith, liquidated damages equal to 25% of wages due or \$500, whichever is greater. *Henderson v. Univ. of Pittsburgh Med. Ctr.* 2010 Pa. Dist. & Cnty. Dec. LEXIS 43.
- Courts have held that a claim for liquidated damages under the WPCL is analytically distinct from a wage claim. Liquidated damages address the late payment of wages, not the amount owed. *Aita v. NCB Mgmt. Servs.* 2023 PA Super 82, *Andrews v. Cross Atl. Capital Partners, Inc.* 2017 PA Super 72, *Bonds v. GMS Mine Repair & Maint. Inc.* 2019 Pa. Dist. & Cnty. Dec. LEXIS 3152.
- The WPCL specifically allows liquidated damages when wages are not timely paid, regardless of whether all wages were eventually paid. *Braun v. Wal-Mart Stores, Inc.* 2011 PA Super 121, *Kim v. Allcare Dental Grp. LLC*, 2016 Phila. Ct. Com. Pl. LEXIS 335.

Analysis: Under the plain language of the WPCL, an employee may recover liquidated damages so long as any wages remained unpaid for at least 30 days beyond the scheduled payday. *Kim v. Allcare Dental Grp. LLC*, 2016 Phila. Ct. Com. Pl. LEXIS 335. The statute does not require the employee to have an outstanding wage claim to recover liquidated damages. *Braun v. Wal-Mart Stores, Inc.* 2011 PA Super 121. Rather, the liquidated damages provision serves the distinct purpose of penalizing employers who fail to pay wages on time, even if the full amounts are eventually paid. *Andrews v. Cross Atl. Capital Partners, Inc.* 2017 PA Super 72.

Pennsylvania courts have directly held that a claim for liquidated damages under the WPCL is analytically distinct and can proceed independently from a wage claim. *Aita v. NCB Mgmt. Servs.* 2023 PA Super 82, *Bonds v. GMS Mine Repair & Maint. Inc.* 2019 Pa. Dist. & Cnty. Dec. LEXIS 3152. The availability of liquidated damages does not depend on whether wages are still owed, but rather on whether wages were paid late. *Andrews v. Cross Atl. Capital Partners, Inc.* 2017 PA Super 72, *Bonds v. GMS Mine Repair & Maint. Inc.* 2019 Pa. Dist. & Cnty. Dec. LEXIS 3152. Courts have allowed employees to recover liquidated damages under the WPCL even when all wages were eventually paid in full. *Aita v. NCB Mgmt. Servs.* 2023 PA Super 82.

The employer can avoid liquidated damages by showing a good faith dispute or other good faith reason for withholding wages. *Andrews v. Cross Atl. Capital Partners, Inc.* 2017 PA Super 72, *Andrews v. Cross Atl. Capital Partners, Inc.* 2017 PA Super 72, *Hartman v. Baker*, 2000 PA Super 140. But absent such a showing, the failure to timely pay wages exposes the employer to a claim for liquidated damages under the WPCL, even if the wages were later paid in full.

Conclusion: In sum, under Pennsylvania law, a claim for liquidated damages under the WPCL is analytically distinct and can proceed independently of an unpaid wage claim. The liquidated damages provision serves to penalize late payment of wages. So long as wages were undisputedly paid late, an employee may recover liquidated damages under the WPCL, regardless of whether any wages remain unpaid."

- **Sub-Task:** Draft a Clause

User Prompt: I am looking for a clause for use in a California corporation's bylaws that provide for the calling of special meetings of shareholders

Likely system response:

Clause [XX]. Special Meetings of Shareholders

(a) Special meetings of the shareholders of this corporation may be called by a majority of the Board of Directors or the President. Additionally, special meetings of the shareholders must be called by the Secretary upon written request of holders of at least 25 percent of the outstanding shares entitled to vote at such special meeting.

(b) Notice of a special meeting must be given to shareholders no fewer than 10 days before the date on which the special meeting is to be held. The notice must contain a statement regarding the purpose or purposes of the meeting.

(c) No business other than that described in the notice may be discussed at the special meeting.

- **Sub-Task:** Draft an Argument

User Prompt: Draft an argument that the exclusive possession element of an adverse possession claim is not defeated when the record owner's children are allowed on to the Missouri property in dispute to play.

Likely system response:

Exclusive possession element of an adverse possession claim is not defeated when the record owner's children are allowed on to the property in dispute to play. The adverse possessor must show exclusive possession for the statutory period to succeed on an adverse possession claim. [Brasher v. Craig, 2016 Mo. App. LEXIS 563] However, sporadic or temporary presence by the record owner does not defeat the exclusive possession element. [Brasher v. Craig, 2016 Mo. App. LEXIS 563] [Davis Estates, L.L.C. v. Junge, 2013 Mo. App. LEXIS 193] Here, the record owner's children being allowed to play on the disputed property constitutes temporary presence that would not defeat the adverse possessor's exclusive possession claim. As long as the adverse possessor maintained the property as part of their own residential yard, the occasional presence of the owner's children would not preclude exclusive possession. [Davis Estates, L.L.C. v. Junge, 2013 Mo. App. LEXIS 193] Therefore, the exclusive possession element is satisfied despite the owner's children sometimes being present on the disputed land.

Summarization Task Examples

- **Sub-Task:** Summarize a Case

User Prompt: Provide a comprehensive summary of the following document: [identify case law opinion citation].

Likely system response:

This case involves a replevin action brought by TBK Bank against Craig Budge in his capacity as personal representative of two estates. TBK sought to recover cattle and personal property pledged by Parker Farm & Ranch LLC (PF&R) as collateral for two loans. The central issue was the validity of a Bill of Sale purporting to show that Ronald Parker transferred the collateral to PF&R before pledging it to TBK's predecessor bank.

Jurisdiction: The District Court of Otero County, Colorado.

Material Facts: Ronald Parker purportedly transferred cattle and personal property to PF&R via a Bill of Sale in 2015. PF&R then pledged that property as collateral for loans from TBK's predecessor bank. After Ronald Parker died, Craig Budge was appointed personal representative of his estate. TBK filed this replevin action against Budge claiming the Bill of Sale was valid. Budge argued the Bill of Sale was invalid.

Controlling Law: Colorado law on replevin actions and contractual capacity.

Court Rationale: The court found that while Ronald Parker had authority to transfer the property and was not lacking in contractual capacity, the Bill of Sale was inauthentic because Ronald Parker did not actually sign it.

Procedural Outcome: The court denied TBK's request for possession and entered judgment for Budge.

Parties/Effect: This judgment means TBK cannot recover the collateral from Budge. However, the property pledged may still be recoverable from Nola Stone or Tammy Parker-Thornton, who were not parties.

Multi-Turn Conversation Example

- **User Prompt:** What is burden shifting under Title VII?
- **Likely system response:**
Burden shifting under Title VII of the Civil Rights Act of 1964 refers to the framework established in McDonnell Douglas Corp. v. Green, where the burden of proof shifts between the plaintiff and defendant. Initially, the plaintiff must establish a prima facie case of discrimination. If successful, the burden shifts to the defendant to provide a legitimate, nondiscriminatory reason for the action. The burden then shifts back to the plaintiff to show the employer's reason is pretext for discrimination. Ultimately, the plaintiff bears the burden of proving discrimination by a preponderance of evidence. This framework applies to Title VII claims as well as parallel §1983 claims
- **User Prompt:** Summarize Richardson v. Newburgh Enlarged City Sch. Dist., 984 F. Supp. 735
- **Likely system response:** Here is a summary of Richardson v. Newburgh Enlarged City Sch. Dist., 1997 U.S. Dist. LEXIS 18037:

Procedural Posture:

Former employer was entitled to summary judgment in action by former employee under Title VII alleging racial discrimination where teacher failed to allege evidence sufficient to support her theory of "racial resentment" or disparate treatment.

Overview:

The former employee worked as an English teacher for the employer, a school district. While preparing her students for the AP English examination, the teacher gave out "live" questions to the students. She had retained these "live" materials while employed as a test developer for the company which prepared the exam. Because these questions appeared on the exam, the students who took the exam either had to retake the test or receive a pro rata score excluding the live questions. The teacher was terminated because of her distribution of these materials. The court held that the teacher was a member of a protected class and that she had shown that she was constructively discharged by the employer. The court held that the employer was entitled to consider the employee's job performance unsatisfactory given her distribution of the live materials. The court held that the teacher had failed to allege evidence sufficient to support her "racial resentment" theory or that she received disparate treatment. In addition, the employer had articulated a legitimate, non-discriminatory reason for the employee's termination. The court held that there was no common law right to privacy in New York.

Outcome:

The court granted the motion and dismissed the complaint.

- **User Prompt:** Draft an email to my client describing the burden shifting that must occur in an employment retaliation case in federal court under Title VII where the employee claims she was retaliated against because she filed an internal complaint against her supervisor.

Likely system response:

Dear [Client's name],

I am writing to provide an overview of the burden shifting framework that applies in your employment retaliation case under Title VII, where you allege that you were terminated in retaliation for filing an internal complaint against your supervisor. Since your case is in federal court, the legal standard that will apply is the McDonnell Douglas burden shifting framework.

Under McDonnell Douglas, you will first need to establish a prima facie case of retaliation. This requires showing that (1) you engaged in protected activity by making the internal complaint; (2) you suffered an adverse employment action when you were terminated; and (3) there was a causal connection between the protected activity and the adverse action.

If you establish a prima facie case, the burden will then shift to your employer to provide a legitimate, non-retaliatory reason for your termination. If your employer provides such a reason, the burden will shift back to you to show that the employer's stated reason is merely a pretext for retaliation. Ultimately, you bear the burden of proving retaliation by a preponderance of the evidence.

- **User Prompt:** Shorten and simplify
- **Likely system response:** The burden shifting framework for employment retaliation claims under Title VII involves the following steps:

The plaintiff must first establish a prima facie case of retaliation by showing that they engaged in protected activity, suffered a materially adverse action, and there was a causal connection between the two.

If the plaintiff establishes a prima facie case, the burden shifts to the employer to provide a legitimate, non-retaliatory reason for the adverse action.

If the employer provides such a reason, the burden shifts back to the plaintiff to show that the employer's reason was pretextual and that retaliation was the real reason for the adverse action.

Ultimately, the key issue is whether the plaintiff can produce sufficient evidence for a reasonable jury to conclude that retaliation, rather than the employer's stated reason, motivated the adverse action.

Reference Sources:

- How to Write Good AI Prompts: A Beginner's Guide (+12 Ready-Made Templates) (getmagical.com)
- https://www.linkedin.com/posts/jpkubicki_genai-prompting-quick-guide-activity-7062039737934516224-gkM-