



2026 Professional Liability Practice Group Seminar

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Tort Reform on the Horizon: Insights from Georgia and Florida's Legislative Landscapes

Christine Mast

Moderator

HAWKINS PARNELL & YOUNG, LLP

Atlanta, Georgia

cmast@hpylaw.com

Ralph Marchbank

DICKINSON & GIBBONS, P.A.

Sarasota, Florida

rmarchbank@dglawyers.com



Georgia

Introduction

In April 2025, Governor Brian Kemp signed SB 68ⁱ (Georgia Tort Reform Act) and SB 69ⁱⁱ (Georgia Court Access and Consumer Protection Act) into law. Together, they reshape closing arguments, civil procedure timing, evidence rules, negligent security standards, apportionment, the handling of medical specials (“phantom” damages), and third-party litigation financing. Before Georgia’s 2025 tort reform, the state was widely regarded as a ‘Judicial Hellhole®’ for corporate defendants and insurers.ⁱⁱⁱ Why? A perfect storm of litigation practices and court rulings created an environment ripe for inflated damages and unpredictable liability exposure.

Key Problems Before Reform

- **Nuclear Verdicts®:** Georgia ranked 4th nationally for verdicts of \$10 million or more between 2013 and 2022, totaling \$6 billion in awards. Median verdict? \$24 million.
- **Anchoring:** Plaintiffs’ lawyers routinely planted astronomical figures in jurors’ minds, sometimes comparing damages to celebrity salaries (Dustin Johnson’s \$125M/year). Courts allowed it, and Georgia had no cap on pain and suffering.
- **Phantom Damages:** Courts calculated medical expenses using chargemaster rates (often 3–4 times higher than actual paid amounts) while barring juries from hearing what insurers or Medicare actually paid. The result was inflated awards and bigger contingency fees.
- **Seatbelt Gag Rule:** Evidence of seatbelt non-use was inadmissible, even when relevant to causation or comparative negligence.
 - Spoiler alert, “buckle up” is no longer just good advice; it’s admissible.
- **Expansive Premises Liability:** The Georgia Supreme Court’s 2023 *CVS v. Carmichael* decision adopted a “totality of circumstances” foreseeability test, making property owners liable for crimes even without prior similar incidents on their premises.
- **Reptile Theory & Bad Faith Gamesmanship:** Plaintiffs leveraged fear-based arguments and exploited Georgia’s mirror-image rule to trap insurers into bad-faith exposure.
- **Third-Party Litigation Financing:** Litigation financing often operated out of sight. Courts and insurers rarely saw the agreements, making valuation, reasonableness of medical specials, and bad-faith exposure harder to assess.

Against this backdrop, Governor Brian Kemp made tort reform a top priority for 2025, aiming to curb litigation abuse, stabilize insurance costs, and restore balance to Georgia’s civil litigation system. Enter SB 68 and SB 69—a legislative overhaul targeting the practices that fueled runaway verdicts and judicial liability expansion.

2025 Tort Reform

SB 68: Georgia Tort Reform Act

This section covers major changes under SB 68, including anchoring restrictions, motions to dismiss, voluntary dismissal timing, attorney's fees, seatbelt evidence, negligent security, phantom medical expenses, and bifurcation.

1) *Arbitrary Anchoring (O.C.G.A. § 9-10-184): Ending the "Sky-High Numbers" Tactics*

What changed:

Counsel may no longer argue a specific dollar amount or range for noneconomic damages (pain, suffering, mental anguish, etc.). Argument must be rationally related to the evidence, and references to objects/values with no rational connection (e.g., CEO pay, Rembrandt prices, Super Bowl contracts) are out. If the party has opening-and-closing rights, the noneconomic damages argument must be consistent (no moving targets between opening and closing). Violations trigger rebuke, jury instructions to disregard, and potentially a mistrial.

2) *Motions to Dismiss & Discovery Stay: Federal Alignment (O.C.G.A. § 9-11-12(a), (e), (j))*

What changed:

Defendants can file Rule 12-style motions before answering. Discovery is stayed until the court rules (not just 90 days), unless a defendant files an answer earlier (which ends the stay). Courts must decide within 90 days of briefing completion. Limited discovery is permitted for jurisdiction/venue/process/joiner issues. Answer deadlines shift to 15 days after denial/postponement or 15 days after service of a more definite statement.

3) *Voluntary Dismissal Timing: No More "Eve-Of-Trial" Bailouts (O.C.G.A. § 9-11-41(a))*

What changed:

A unilateral voluntary dismissal must be filed within 60 days of the defendant's answer (unless by stipulation from all appearing parties). The two-dismissal rule still converts the second dismissal into an adjudication on the merits.

4) *Attorney's Fees: No Double Dipping (O.C.G.A. § 9-15-16)*

What changed:

Bars double recovery of attorney's fees/costs/expenses under multiple statutes unless expressly authorized. Contingent fee agreements are inadmissible to prove reasonableness of fees.

5) *Seatbelt Evidence: Admissible At Last (O.C.G.A. § 40-8-76.1(d)(1))*

What changed:

Evidence that an occupant was not wearing a seatbelt is admissible for negligence, comparative negligence, causation, assumption of risk, apportionment, or to diminish damages. Importantly, no rate increase or coverage cancellation solely for failing to wear a seatbelt.

6) *Negligent Security (O.C.G.A. §§ 51-3-50 through 56)*

What changed (high level):

Georgia now codifies negligent security with exclusive remedies against owners/occupiers (subject to trafficking exceptions), heightened foreseeability, specific physical condition linkage, tiered standards for

2025 Tort Reform

invitees vs. licensees, mandatory apportionment to criminal actors, limits for security contractors, and no duty of extraordinary care.

- **Foreseeability** requires either a particularized warning of imminent wrongful conduct or actual knowledge of prior substantially similar wrongful conduct (on premises, 500 yards nearby, or by the same assailant under a heightened knowledge standard).
- The assailant must have exploited a specific, known **physical condition** of the premises, creating a risk substantially greater than the general area risk.
- **Invitees**: Ordinary care; **Licensees**: Willful and wanton failure to exercise any care.
- **Exclusions**: Trespassers; off-premises injuries; places where owner cannot legally exclude; tenants under active eviction; assailants committing certain theft/felony crimes; single-family residences; reasonable efforts to alert law enforcement.
- **Apportionment**: Jury must allocate fault to owner/occupier, third-party assailant, and others. Rebuttable presumption of unreasonableness if the assailant receives less fault than the owner/occupier; insufficient apportionment triggers retrial on liability/damages.
- **Security contractors**: Liability cannot exceed owner/occupier's and attaches only if they assumed a duty to keep invitees/licensees safe from third-party conduct.
- **No extraordinary care**: Fact-finder evaluates ordinary care based on security measures, practicality, and whether additional measures would have prevented harm.

7) *Phantom Medical Expenses: Collateral Source Rule Narrowed (O.C.G.A. § 51-12-1.1)*

What changed:

Special damages for medical expenses are limited to the reasonable value of medically-necessary care. Where the plaintiff has public or private health insurance, evidence must include both the amount charged and the amount necessary to satisfy those charges under the applicable insurance program—even if insurance is not used. Evidence of letters of protection and discounting is discoverable and admissible. Both sides can challenge reasonableness and medical necessity.

8) *Bifurcation & Trifurcation: Two (or Three) Bites at the Apple (O.C.G.A. § 51-12-15)*

What changed:

Upon timely written demand (before the pretrial order), courts must bifurcate liability and damages (and trifurcate for punitive/fees) if the amount in controversy is \geq \$150,000, unless the case involves a sexual offense that would cause serious distress from multiple testimony rounds. Phase one: fault/apportionment only. Phase two: compensatory damages. Phase three: punitive and fees/costs.

9) *Effective Dates (SB 68 § 9)*

- **Negligent Security & Phantom Medicals**: Apply to causes of action arising after April 21, 2025.
- **All other SB 68 sections**: Apply to pending actions as of April 21, 2025.

2025 Tort Reform

SB 68 — Comparison Table

Topic	Before SB 68	After SB 68	Practice Impact
Noneconomic Damages Arguments	Plaintiffs could suggest numbers/analogy in closing.	No specific numbers/ranges; must be rationally linked to evidence; improper references rebuked.	Fewer nuclear anchors; object early; retool valuation methods.
Motions to Dismiss & Discovery	90-day stay often lapsed without ruling; answer timing less aligned with FRCP.	Discovery stayed until ruling; 90-day decision after briefing; 15-day answer clock post-ruling.	Lower discovery spend; front-load dispositive practice.
Voluntary Dismissal Timing	Dismiss any time pre-first witness sworn.	Must dismiss within 60 days of answer (unilateral).	Reduces “eve-of-trial” resets; timing predictability.
Attorney’s Fees	Multiple statutes sometimes layered.	No double recovery unless explicit; contingency fee agreements inadmissible.	Clearer fee exposure; settlement leverage.
Seatbelt Evidence	Inadmissible.	Admissible (403 governs); no insurance rate penalty for non-use.	Comparative fault tool; reserve calibration.
Negligent Security	Common-law patchwork; foreseeability standards evolving.	Codified elements, defenses, apportionment to assailant, contractor limits, no extraordinary care.	Stronger defenses; documentation and site conditions matter.
Medical Specials (“Phantom”)	Collateral source rule barred paid amounts proof.	Show charged vs. paid/owed (insurance/LOP); reasonableness open to challenge.	Damages compression; billing experts key.
Bifurcation/Trifurcation	Discretionary.	Demand-based bifurcation/trifurcation \geq \$150k; limited evidence per phase.	Strategy segmentation; clearer trials.

2025 Tort Reform

Part II — SB 69: Georgia Court Access & Consumer Protection Act

SB 69 focuses on litigation financing transparency, discoverability, and seatbelt evidence, complementing SB 68's trial-level reforms.

1) *Litigation Financing Regulations (O.C.G.A. §§ 7-10-1 through 11)*

What Changed:

Before SB 69, litigation financing operated with minimal oversight, allowing funders to influence litigation strategy and inflate costs. SB 69 now requires funders to register with the Georgia Department of Banking and Finance, disclose principals and foreign affiliations, and comply with strict conduct rules. Funders cannot control litigation decisions, recovery is capped at the plaintiff's net recovery after fees and costs, and agreements must be written with a five-day cancellation right. Funders providing more than \$25,000 may be jointly and severally liable for sanctions in frivolous litigation, and willful violations carry felony penalties.

2) *Discoverability of Financing Agreements (O.C.G.A. § 9-11-26(b)(2.1))*

What Changed:

Previously, litigation financing agreements were rarely discoverable, leaving defense teams blind to economic influences on litigation. SB 69 now makes agreements providing \$25,000 or more discoverable, though not automatically admissible. This transparency allows parties to understand financial pressures shaping settlement positions and medical billing practices.

3) *Seatbelt Evidence (O.C.G.A. § 40-8-76.1(d)(1))*

What Changed:

Georgia's old "seatbelt gag rule" barred juries from hearing whether an occupant wore a seatbelt, even when relevant to causation or comparative negligence. SB 69 eliminates that restriction. Evidence of seatbelt non-use is now admissible for negligence, causation, apportionment, and damages diminution, subject to Rule 403. Insurers remain prohibited from canceling coverage or raising rates solely because of non-use.

4) *Effective Dates*

What Changed:

The litigation financing regime and registration requirements take effect January 1, 2026, while discoverability of agreements and seatbelt evidence provisions became effective upon signing on April 21, 2025.

2025 Tort Reform

SB 69 — Comparison Table

Topic	Before SB 69	After SB 69	Practice Impact
Litigation Financing	No registration; funders operated in the shadows; limited oversight.	Mandatory registration with GA Banking & Finance; disclosure of principals & foreign affiliations.	Transparency; easier vetting; compliance leverage in negotiations.
Control Over Litigation	Funders could influence strategy informally; no statutory prohibition.	Explicit ban on funder control (lawyer choice, experts, settlement decisions).	Protects attorney independence; reduces ethical risk; simplifies defense motions.
Recovery Limits	No statutory cap; funders could take large shares of plaintiff recovery.	Recovery capped at plaintiff's net recovery after fees/costs.	Prevents plaintiff windfall erosion; informs settlement economics.
Sanctions Liability	No liability for funders in frivolous litigation.	Funders providing >\$25k may be jointly/severally liable for sanctions and costs.	Deterrent against abusive litigation; leverage for defense in sanction motions.
Criminal Penalties	No criminal exposure for funders.	Willful violations = felony (1–5 years or \$10k fine); jury may downgrade to misdemeanor.	Compliance pressure; defense can challenge non-compliant agreements.
Agreement Requirements	Informal contracts; no statutory consumer protections.	Written agreements; 5-day cancellation right; conspicuous non-control and recovery cap language.	Protects plaintiffs; creates enforceability challenges for defense leverage.
Discoverability	Funding agreements generally undiscoverable.	Agreements >\$25k discoverable.	Defense gains insight into settlement pressure; supports motions on influence.
Seatbelt Evidence	Inadmissible under old "gag rule."	Admissible for negligence, causation, apportionment, and damages.	Comparative fault arguments strengthened.

2025 Tort Reform

Florida

§95.11(5)(a) Shortened negligence limitations period to two years from four years.

§768.81 - Modified comparative negligence if plaintiff is 51% or more responsible, there is a complete bar to recovery with key exceptions

Core change (new subsection (6)): In a negligence action, a claimant found > 50% at fault recovers nothing; if <= 50%, damages are reduced by the claimant's percentage of fault. Important exceptions/ non-applicability

- Medical negligence exception: the 51% bar subsection does not apply to “any action based upon medical negligence under chapter 766.” Practically, med-mal remains pure comparative negligence (damages reduced but not barred at 51%+).
- Intentional tort carve-out: §768.81(4) generally does not apply to actions “based upon an intentional tort.” However - see §768.0701 below relating to premises liability for criminal acts.

§768.0427 - Medical expense evidence + “recoverable amounts” framework.

This statute impacts how medical expenses are proven.

1. Admissible evidence for past medicals

For paid medical expenses:

- Evidence is limited to the amount actually paid, regardless of payment source.
- Unpaid incurred charges: admissible evidence “shall include, but is not limited to”: 1) If claimant has non-Medicare/Medicaid coverage: what coverage is obligated to pay + claimant's share. 2) If claimant had coverage but treated under a Letter of Protection/didn't submit to insurance: what coverage would have paid + claimant's share (i.e. co-pay) “had the claimant obtained” care through coverage. 3) If no coverage or Medicare/Medicaid: 120% Medicare rate (date of service) or 170% Medicaid if no Medicare rate. 4) If LOP receivable is sold/transferred: evidence of what the third party paid or agreed to pay for that right. 5) Plus: “any evidence of reasonable amounts billed” for medically necessary care.

2. Admissible evidence for future medicals

- If claimant has/ is eligible for non-Medicare/Medicaid coverage: what future charges could be satisfied for if submitted + claimant share.
- If no coverage or Medicare/Medicaid (or eligible): 120% Medicare rate at time of trial (or 170% Medicaid if no Medicare rate).
- Plus: “any evidence of reasonable future amounts to be billed.”

3. Seeking reductions and contracts

- No affirmative duty to seek reductions you aren't contractually entitled to.
- Provider-insurer contracts are not discoverable/disclosable and are not admissible.

4. Letters of protection: mandatory disclosures + referral/privilege hook

- As a condition precedent to claiming medical expenses under an LOP, claimant must disclose: the LOP, itemized/coded billings, factoring sale details, and coverage identity. If referred for LOP treatment, claimant must disclose who made the referral - and if the referral is made by claimant's attorney, the statute expressly allows disclosure and makes it admissible notwithstanding Florida Evidence Code §90.502's evidentiary restrictions; the law-firm/provider financial relationship is “relevant” to bias.

5. Damages cap mechanism

2025 Tort Reform

- Recoverable medical damages may not exceed the evidence admitted under sections A and B above, and may not exceed the sum of: (a) amounts actually paid, (b) amounts necessary to satisfy due-and-owing unpaid charges, and (c) amounts necessary for reasonable future care.

§57.104 - Lodestar “strong presumption” (Attorney’s fee multiplier limitations).

The statute states: “there is a strong presumption that a lodestar fee is sufficient and reasonable.” It can be overcome only in “rare and exceptional circumstances” with evidence that competent counsel could not otherwise be retained. How this constrains multipliers: because a multiplier is (by definition) an enhancement above the lodestar, the statutory presumption + “rare and exceptional” threshold makes the pathway to any upward enhancement narrow and requires specific evidentiary findings overcoming the presumption.

§624.155 - Bad faith: 90-day safe harbor + claimant/insured good-faith duties+multi-claimant protection.

1. 90-day tender safe harbor (liability insurance claims)
 - A bad faith action (including common law) shall not lie if insurer tenders the lesser of policy limits or the demanded amount within 90 days after receiving actual notice accompanied by sufficient evidence supporting the amount. If no tender within 90 days, the existence of the 90-day period/safe-harbor concept is inadmissible in the bad-faith case; and SOL is extended an additional 90 days.
2. . “Negligence isn’t enough” + comparative bad-faith conduct concept
 - “Mere negligence alone is insufficient” to constitute bad faith. The insured/claimant (and representatives) have a statutory duty to act in good faith in providing information, making demands, setting deadlines, and attempting to settle (not a separate cause of action, but usable for damages reduction).
3. Competing-claimant (limits-exceeded) protection
 - For multiple third-party claimants with competing claims exceeding limits, the statute provides protection if, within the statutory framework, the insurer proceeds via interpleader or agreed binding arbitration and makes limits available, with prorated shares determined considering comparative fault, etc.

§768.0701 - Negligent security/premises liability- Allocation of fault now includes the criminal actor.

In actions against an owner/lessor/operator/manager of commercial or real property where someone lawfully on the premises is injured by a criminal act of a third party, the trier of fact must consider the fault of all persons who contributed, including the criminal actor, notwithstanding the intentional tort carve out in s. 768.81(4).

§768.0706 - Multifamily residential presumption against liability if specified security measures are in place.

Defines “multifamily residential property” as buildings consisting of at least five dwelling units on a parcel. Creates a presumption against liability for the owner or principal operator that substantially implements enumerated security measures, including (high level):

- entry/exit security cameras with footage retrievable >= 30 days
- specified parking-lot lighting and dusk-to-dawn lighting in walkways/common areas
- 1-inch deadbolts, window/exterior sliding door locks
- locked pool gates (key/fob access)

2025 Tort Reform

- peephole/door viewer where no window exists Additional requirements by Jan. 1, 2025: CPTED assessment (<= 3 years old; maintain substantial compliance) and employee crime-deterrence/safety training. Burden is on owner/operator to prove substantial implementation; statute states it creates no private cause of action. "Owner or principal operator": §768.0706 doesn't separately define "principal operator"; in practice that's typically the entity with operational control (often the property management company), alongside the titled owner.

§768.79 + §624.1552 - Proposals for settlement as a fee-shifting mechanism in insurance contract actions.

§624.1552 states plainly that §768.79 (proposal for settlement statute) applies to any civil action involving an insurance contract.

- Defendant offer not accepted within 30 days -> defendant entitled to fees/costs from offer date if judgment is no liability or at least 25% less than offer; may result in a net judgment against plaintiff if fees exceed award.
- Plaintiff demand not accepted within 30 days -> plaintiff entitled to fees/costs if judgment is at least 25% greater than demand.
- Statute also expressly allows a property insurer in insurance contract dispute to make a joint offer conditioned on mutual acceptance of all joint offerees.

§627.428(4) and §626.9373 repealed eliminating one-way fees in Homeowner's/property insurance suits

- Before their repeal, these Statutes gave one way attorney's fees to residential and commercial property owners. With one way attorney's fees, if property owner wins, they recover attorney's fees. If insurer wins, insurer does not recover fees.
- One-way fees still exist in other insurance contexts, but the property insurance carve-out removes the one-way fee entitlement for residential and commercial property claims.
- This fee elimination is not limited to "amount" disputes over the value of the loss. The carve-out for property loss/damages suits is not framed as "amount vs coverage"; it applies broadly to any "suit arising under" a residential or commercial property insurance policy.
- §86.121 provides for a one way fee award in declaratory actions after a total coverage denial. However, it expressly provides it does not apply "to any action arising under a residential or commercial property insurance policy."

2025 Tort Reform

CHART: Florida liability reforms (effective March 24, 2023)

Reform topic	Pre-reform “problem”	Statute	Nutshell change / solution	Defense practice impact
Statute of Limitations — Negligence	Longer filing window increased stale claims, harder defense investigation, and leverage for late filings.	§ 95.11(5)(a), Fla. Stat.	Shortened negligence limitations period to 2 years for causes accruing after the effective date.	Earlier closure of exposure; stronger emphasis on early preservation and accrual-date analysis.
Comparative Fault — 51% bar	Pure comparative negligence allowed recovery even when plaintiff was predominantly at fault.	§ 768.81(6), Fla. Stat.	Modified comparative negligence: if plaintiff >50% at fault, recovery barred (with statutory exceptions).	Increases value of comparative-fault proof and nonparty fault allocation; plead and prove fault allocation cleanly.
Medical Damages Proof / “Phantom medicals” / LOP transparency	Juries often heard gross billed charges and LOP-driven numbers not reflecting amounts paid/owed; limited controls on “boarding” of future medical damages/costs; inconsistent admissibility rulings.	§ 768.0427, Fla. Stat.	Admissibility/recovery framework: past satisfied = amount actually paid; structured proof for past unpaid/future; LOP disclosures as condition precedent.	Aggressive MIL practice and damages mapping; coding/reimbursement experts more common; early LOP/factoring/referral discovery.
Attorney’s fees — Lodestar presumption / multiplier constraint	Fee multipliers could substantially increase exposure in fee-shifting contexts, distorting settlement value.	§ 57.104, Fla. Stat.	Strong presumption lodestar is sufficient and reasonable; enhancements only in rare/exceptional circumstances with proof counsel otherwise unavailable.	Improves predictability; raises bar to multiplier evidence; focus record on availability of competent counsel at lodestar.

<p>Bad faith (liability) — 90 day safe harbor and conduct-based factors</p>	<p>No statutory safe-harbor window: pressure to tender limits quickly with incomplete info; heightened hindsight risk.</p>	<p>§ 624.155, Fla. Stat. (as amended by Ch. 2023 15)</p>	<p>Adds 90 day tender safe harbor after notice + sufficient evidence; clarifies negligence alone insufficient; codifies good-faith duties for insured/claimant conduct considerations.</p>	<p>Encourages structured investigation within 90 days; shifts focus to adequacy of notice package and cooperation; supports damages reduction arguments.</p>
<p>Negligent security — apportionment including criminal actor</p>	<p>Intentional tort carve-outs and allocation disputes limited apportionment to the criminal actor in some premises cases.</p>	<p>§ 768.0701, Fla. Stat.</p>	<p>Requires factfinder to consider fault of all contributors, including the criminal actor, in specified third party criminal act premises cases.</p>	<p>Strengthens allocation strategy; build verdict form/instruction requests emphasizing criminal actor fault and intervening causation.</p>
<p>Multifamily residential — presumption against liability (security measures)</p>	<p>Open-ended “reasonable security” standards drove high-cost negligent-security litigation against apartment operators.</p>	<p>§ 768.0706, Fla. Stat.</p>	<p>Presumption against liability if owner/principal operator substantially implements enumerated security measures (lighting, locks, cameras, etc.).</p>	<p>Compile compliance proof early; use presumption offensively in dispositive motions and settlement posture.</p>
<p>Proposals for settlement in insurance contract cases</p>	<p>Uncertainty over offer-of-judgment applicability reduced settlement leverage in insurance contract litigation.</p>	<p>§ 624.1552 + § 768.79, Fla. Stat.</p>	<p>Confirms § 768.79 applies to any civil action involving an insurance contract; preserves proposal-for-settlement fee-shifting mechanics.</p>	<p>Sharper fee-risk lever; supports early rational valuation and structured proposals after record development.</p>
<p>One way attorney’s fees in property disputes</p>	<p>Fueled litigation – especially storm related</p>	<p>§627.428(4) and §626.9373</p>	<p>One way fees eliminated for homeowner’s property insurance suits</p>	<p>Discourages litigation particularly in cases with nominal disputed damages or weak coverage entitlement</p>

Bad faith “90-day safe harbor” — timeline

90 Day Safe Harbor§ 624.155 (HB 837)	<p>Trigger: Insurer receives actual notice of the claim PLUS “sufficient evidence” to support the amount demanded.</p> <p>Day 0–90: Investigate liability, causation, damages, coverage, liens, and cooperation issues; request missing documents promptly.</p> <p>Tender option: Within 90 days, tender the lesser of (a) policy limits or (b) the amount demanded. If statutory conditions are met, a bad faith action “shall not lie.”</p> <p>Record-building: Document what was received, what was requested, and response timing; preserve communications and claim file chronology.</p> <p>Post 90: If no tender, anticipate disputes over whether the notice package contained “sufficient evidence,” and over claimant/insured good faith conduct.</p>
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ⁱ SB 68, “Georgia Tort Reform Act”, GEORGIA GENERAL ASSEMBLY, <https://www.legis.ga.gov/legislation/69756> (last accessed December 18, 2025)

ⁱⁱ SB 69, “Georgia Court Access and Consumer Protection Act”, GEORGIA GENERAL ASSEMBLY, <https://www.legis.ga.gov/legislation/69757> (last accessed December 18, 2025).

ⁱⁱⁱ Carry Silverman and Christopher E. Appel, U.S. CHAMBER OF COMMERCE INSTITUTE FOR LEGAL REFORM, *Nuclear Verdicts An Update on Trends, Causes, and Solutions*, <https://instituteforlegalreform.com/wp-content/uploads/2024/05/ILR-May-2024-Nuclear-Verdicts-Study.pdf> (May 2024).