

How will Generative AI (LLMs) Change Your Work?

Model
GPT-4

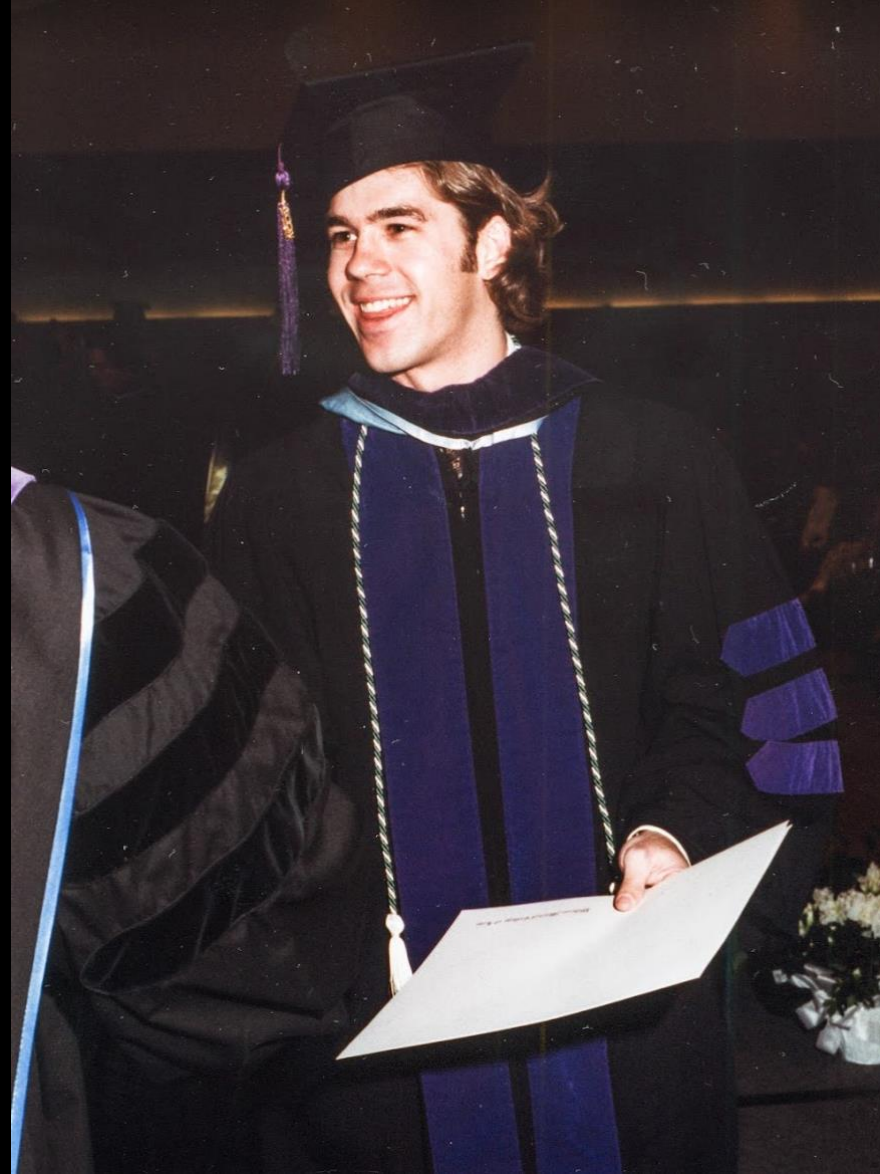


ChatGPT PLUS

Do my work for me. If it's legal?



Lawyer since 2002





Chief Judge Edward Toussaint
Minn. Court of Appeals

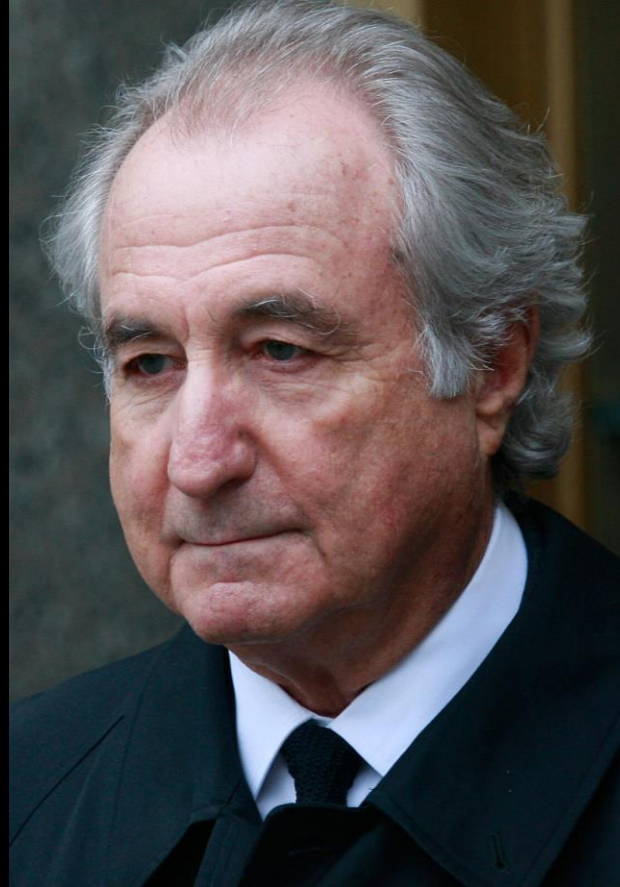


Chief Judge Michael J. Davis
U.S. District Court – D. Minn.



Litigated for 15 years

ROBINS 
KAPLAN LLP

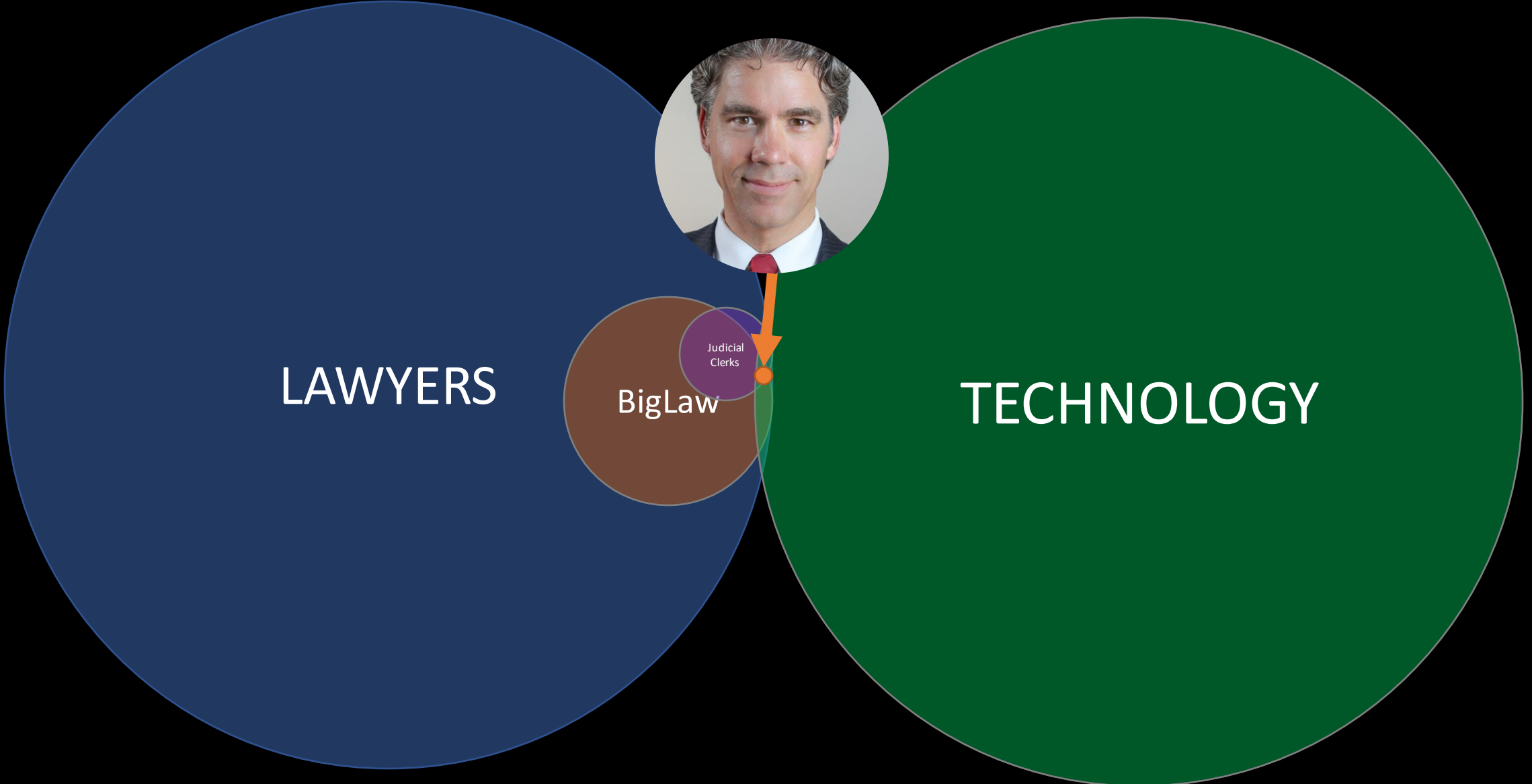


J.P.Morgan



CODER SINCE 1985





LAWYERS

TECHNOLOGY

BigLaw

Judicial Clerks





THOMSON REUTERS

STROZ FRIEDBERG
an Aon company

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Pursuing Forensic Audits to Investigate Cambridge Analytica Claims

March 19, 2018

“
We remain committed to vigorously enforcing our policies to protect people’s information.
”

Originally published March 19, 2018, 11:40 AM PT:

We have hired a digital forensics firm, **Stroz Friedberg**, to conduct a comprehensive audit of Cambridge Analytica. Cambridge Analytica has



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Why all melodies should be free for musicians to use

1,780,569 views | Damien Riehl • TEDxMinneapolis

v|lex

fastcase[®]

DOCKET
ALARM



“What do you do?”



Bar Groups: AI + Law



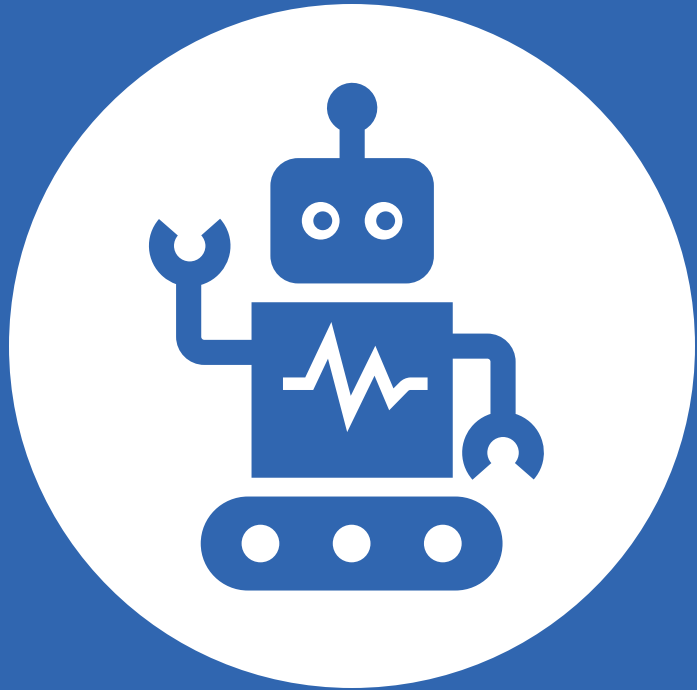
Minnesota
State Bar
Association

Chair of
AI + UPL
Working Group



American Bar Association

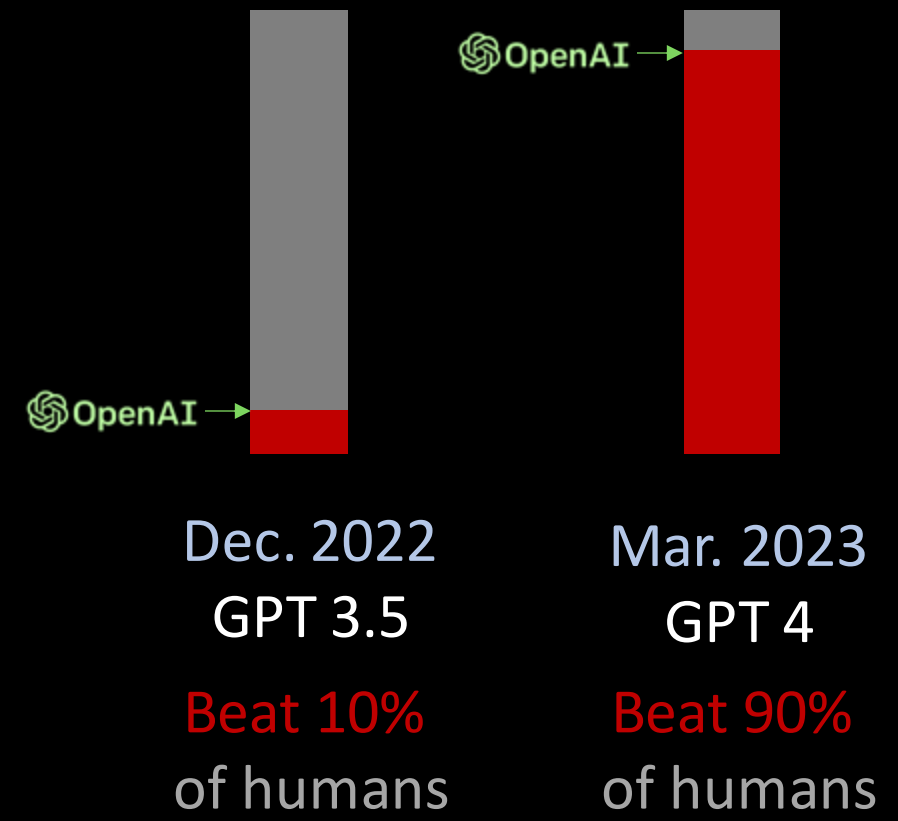
Any AI news?



GPT-4

We've created GPT-4, the latest milestone in OpenAI's effort in scaling up deep learning. GPT-4 is a large multimodal model (accepting image and text inputs, emitting text outputs) that, while less capable than humans in many real-world scenarios, exhibits human-level performance on various professional and academic benchmarks. For example, it passes a simulated bar exam with a score around the top 10% of test takers; in contrast, GPT-3.5's score was around the bottom 10%. We've spent 6 months iteratively aligning GPT-4 using lessons from our adversarial testing program as well as ChatGPT, resulting in our best-ever results (though far from perfect) on factuality, steerability, and refusing to go outside of guardrails.

Bar Exam Performance



...in only 3 months

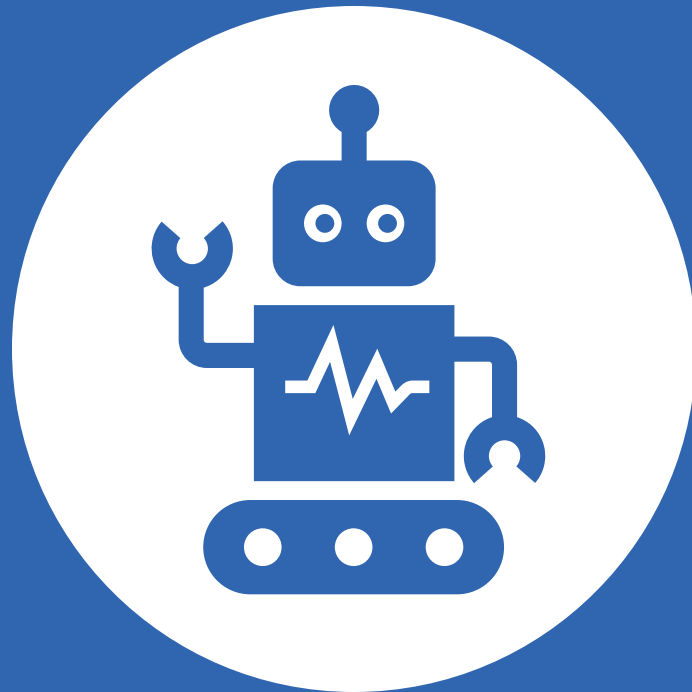


 OpenAI



 OpenAI

“I want AI to...”



Create Counterarguments + Good Facts





GitHub



GitHub Copilot

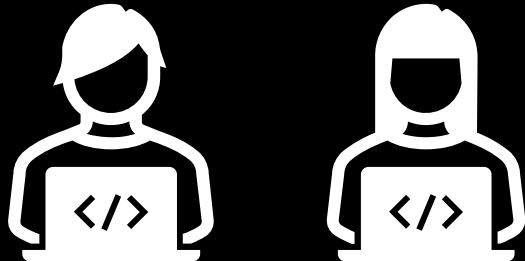
```

87
88
89 speakArticle = function(article){
90   wordArray = article.match(/\S+\s*/g);
91   phraseArray = [''];
92   var y = 0;
93   var i = 1;
94   length = wordArray.length //set once since we are
95   while (i <= length) {
96     while (i % 40 != 0) {
97       if (wordArray.length > 0){
98         phraseArray[y] += wordArray.shift();
99         i++;
100      }
101      else_break;
102     }
103     i++;
104     y++;
105     phraseArray[y] = '';

```



Microsoft



V.



Breach of Contract

DR

Below is a table of contents from a Motion to Dismiss in Federal Court. Please create a bullet-pointed list of counterarguments.

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DR

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A. THE COMPLAINT FAILS FOR REASONS APPLICABLE TO ALL CAUSES OF ACTION.

1. Plaintiffs **Lack Article III Standing** to Assert Their Claims.

2. Plaintiffs Have Failed to Obtain Leave to Proceed Anonymously.



Counterarguments to the Motion to Dismiss:

- Plaintiffs have standing to assert their claims
- Plaintiffs have obtained leave to proceed anonymously

Plaintiffs **have standing** to assert their claims and

- State law causes of action are not preempted by the Copyright Act
- Plaintiffs have properly pled a claim for removal of CMI under the DMCA
- Plaintiffs have sufficiently alleged the existence of a contract and breach of contract by OpenAI
- Plaintiffs have alleged sufficient facts to support a claim for tortious interference in a contractual relationship
- Plaintiffs have stated a claim for false designation of origin
- Plaintiffs have stated a claim for unjust enrichment
- Plaintiffs have stated a claim for unfair competition
- Plaintiffs have adequately plead a violation of the CCPA
- Plaintiffs have stated a claim for negligence
- Plaintiffs have stated a claim for civil conspiracy
- Plaintiffs have stated a claim for declaratory relief.



Col

DR

For each bullet point above, include sub-bullets for the elements of each claim.

- A favorable court decision is likely to redress the injury
- Plaintiffs have obtained leave to proceed anonymously
 - They have shown good cause for anonymous proceedings
 - Anonymous proceedings will not prejudice the defendant's ability to defend itself
- The complaint's allegations against the OpenAI entities meet pleading requirements
 - The complaint properly identifies the OpenAI entities and their conduct
 - The complaint includes specific facts supporting the allegations
- State law causes of action are not preempted by the Copyright Act
 - The state law claims do not conflict with the Copyright Act
 - The state law claims do not stand as an obstacle to the execution of the full purposes and objectives of the Copyright Act
- Plaintiffs have properly pled a claim for removal of CMI under the DMCA
 - They have identified the copyrighted works at issue
 - They have alleged that the OpenAI entities removed CMI from the works without authorization
 - They have alleged that the removal of CMI has caused them harm
- Plaintiffs have sufficiently alleged the existence of a contract and breach of contract by OpenAI
 - They have identified the terms of the contract
 - They have alleged that the OpenAI entities failed to perform their obligations under the contract
 - They have alleged that they have fulfilled their own obligations under the contract

• Plaintiffs have **standing** to assert their claims

• They have suffered an **injury-in-fact**

• The injury is **traceable** to the **defendant's conduct**

• A favorable **court decision** is **likely to redress** the injury

DR

Now for each Level 2 sub-bullet of what could be an element. Exclude facts relating to commercial injury.

DR

Now for each Level 2 sub-bullet (element), please provide Level 3 sub-sub-bullet examples of what could be potentially relevant facts, which show that Plaintiffs satisfied each element. Exclude facts relating to medical injury. Instead, focus on facts relating to commercial injuries and contractual injuries.



1. Article III Standing
a. Injury in fact

i. Examples of relevant facts:

- Plaintiffs have suffered economic harm as a result of OpenAI's actions
- Plaintiffs have lost revenue due to OpenAI's alleged infringement

• Plaintiffs have incurred costs to protect their intellectual property

b. Causation

i. Example

• OpenAI's actions caused the injury

• But for OpenAI's actions, the injury would not have occurred

c. Redressability

i. Example

• A ruling in Plaintiffs' favor would redress the injury

• Monetary relief would be appropriate

2. Leave to Plaintiff

a. Example

i. The Plaintiff has a personal stake in the outcome

ii. The Plaintiff has suffered a concrete and particularized injury

iii. The Plaintiff has a sufficient interest in the subject matter

3. Pleading Requirements

a. Example

i. The complaint includes specific allegations of misconduct by the OpenAI entities

ii. The complaint identifies the specific works that were allegedly infringed

iii. The complaint includes evidence of OpenAI's knowledge of the infringement

4. Preemption by the Copyright Act

a. Examples of relevant facts:

i. The state law causes of action are based on alleged copyright infringement

ii. The state law claims seek remedies that are already available under the Copyright Act

1. Article III Standing

a. Injury in fact:

i. Examples of relevant facts:

- Plaintiffs have suffered economic harm as a result of OpenAI's actions
- Plaintiffs have lost revenue due to OpenAI's alleged infringement
- Plaintiffs have incurred costs to protect their intellectual property

DR

For this factual claim — "OpenAI's actions were the direct cause of Plaintiffs' injuries" — provide factual examples of how a large-language model on training text would cause an author of that training text to lose money.



- Example 1: OpenAI used an author's copyrighted work as training data for its large-language model without obtaining permission from the author. As a result, the author lost potential revenue from licensing their work to other companies for similar uses.
- Example 2: OpenAI created a product, such as a writing assistant tool, that used the author's copyrighted work as training data and competed directly with the author's own writing services, causing the author to lose clients and revenue.
- Example 3: OpenAI used an author's copyrighted work as training data and subsequently created an AI-generated version of the work that was similar enough to the original to cause confusion in the marketplace leading to lost sales for the author.

That took me less than one minute

How long would it have taken an associate?

- If an associate charges \$500/hour
 - Would they have spent an hour?
 - Maybe two (\$1,000)?
 - Maybe longer?
- What charge for my 45 seconds of prompting?

Hourly Billing → Flat Fee Billing?

Find Logical Inconsistencies



You are an experienced litigator. So am I. Below is an argument from a motion to dismiss in federal district court. You're opposing this motion. Find **logical flaws** and **inconsistencies**.

Repeat each statement with a logical inconsistency, and below that, provide a bullet point explaining that inconsistency.

S. Ct. 2190, 2200 (2021). This "injury in fact" requirement demands "more than an injury to a cognizable interest. It requires that the part[ies] seeking review be [themselves] among the

2. Statement: "Plaintiffs assert **no legal interest** that would entitle them to **restrict the study** by human or machine of **freely available code**."

- Inconsistency: This statement **implies** that by making their code **freely available**, Plaintiffs have **relinquished any legal interest** in how their code is used. However, open source licenses often come with **terms and conditions** and a violation of these terms could give Plaintiffs a cause of action.

Piracy," neither of the Plaintiffs allege ownership or infringement of any copyrighted (let alone registered, see 17 U.S.C. § 411) work. They do not even identify a copyrighted work. Plaintiffs thus allege no invasion of their copyright interests—an allegation that would run headlong into the doctrine of fair use. See Google LLC v. Oracle Am., Inc., 141 S. Ct. 1183 (2021); Author's Guild v. Google, Inc. 804 F.3d 202 (2d Cir. 2015); Perfect 10, Inc. v. Amazon.com, Inc., 508

For each bullet above



For each bullet above, provide **three factual examples.**

1. Inconsistency: The statement assumes that any claim of copyright infringement would

necessarily be defeated by fair use. However, fair use is an affirmative defense, and

whether it applies

that fair use would

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2. Inconsistency: T

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copyright infr

• Factual exam

Cal. Apr. 25, 2

infringement

source licens

• Factual exam

891-SS (W.D.

the scope of an open source license could



1. Inconsistency: The statement assumes that any claim of copyright infringement would


necessarily be defeated by fair use. However, fair use is an affirmative defense, and

whether it applies depends on a **case-by-case analysis.** It is **not a foregone conclusion**

that fair use would apply in this case.

- Factual example 1: In **Campbell v. Acuff-Rose Music, Inc.**, 510 U.S. 569 (1994), the Supreme Court found that a parody of a copyrighted work could qualify as fair use, but emphasized that **each case must be evaluated on its own merits.**
- Factual example 2: In **Harper & Row v. Nation Enterprises**, 471 U.S. 539 (1985), the Supreme Court held that the unauthorized publication of excerpts from a copyrighted work was **not fair use**, despite the work's newsworthy nature.
- Factual example 3: In **Los Angeles News Service v. CBS Broadcasting, Inc.**, 305 F.3d 924 (9th Cir. 2002), the Ninth Circuit found that the unauthorized use of copyrighted **news footage was not fair use** despite the defendant's argument that the use was **transformative** and for news reporting purposes.

the scope of an open source license could constitute copyright infringement.



For each bullet, provide factual assertions how this would apply to plaintiff coders in a breach-of-contract claim against creators of a large language model, alleging that those creators violated the codes' license agreements.



For each bullet, provide factual assertions how this would apply to plaintiff coders in a breach-of-contract claim against creators of a large language model, alleging that those creators violated the codes' license agreements.

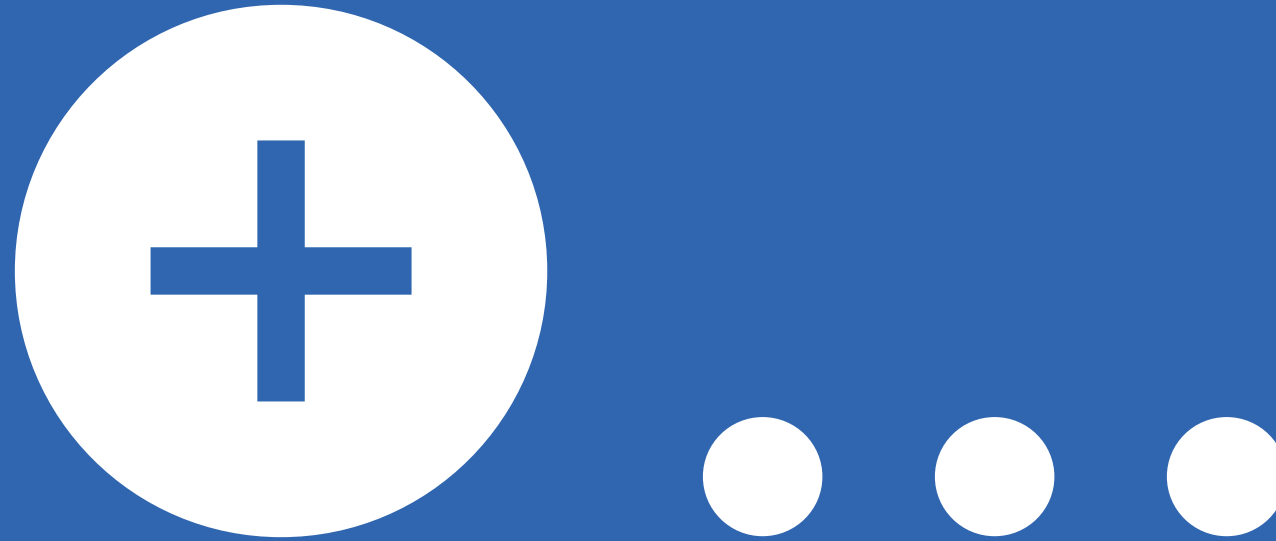
Factual assertion: Plaintiffs could allege that they are coders who contributed to open source projects under specific license agreements, which the creators of the large language model (LLM) incorporated into their model without adhering to the terms of

Factual assertion: Plaintiffs could argue that their injury in fact is the breach of contract itself, which has caused them to lose control over their code contributions and the rights they intended to retain under the license agreements, regardless of whether they specifically experienced lack of attribution or privacy invasion.

3. Inconsistency: The statement implies that because Plaintiffs have not identified any specific harm that has come from the use of the contents of public repositories to train the LLM, they cannot establish their standing. However, at the pleading stage, the Plaintiffs only need to provide a general factual background to give the defendants fair notice of their claims.

- Factual assertion: Plaintiffs could allege that by incorporating their code into the LLM without adhering to the license agreements, the creators have violated the terms of those agreements, causing the Plaintiffs to lose control over their contributions and the rights they intended to retain, including proper attribution and compliance with any restrictions on usage.

Expand upon this...



Don't accept "Answer #1"
as "final answer"



For this factual assertion:

Plaintiffs could argue that their **injury in fact** is the **breach of contract itself** which has caused them to **lose control over their code contributions** and the **rights they intended to retain** under the license agreements, regardless of whether they specifically experienced lack of attribution or privacy invasion.

Please **expand upon this.**
arguments:



1. **Breach of Contract:** Plaintiffs can argue that the creators of the LLM violated the terms of the license agreements that accompanied their code contributions, which constitutes a breach of contract.

- **1.1 Agreement Terms:** Open-source license agreements often come with specific **conditions** such as the **requirement of attribution** or **restrictions on usage**. Plaintiffs can argue that by incorporating their code into the LLM, the creators have failed to meet these conditions.
 - **1.1.1 Attribution** Many open-source licenses require that users of the code **attribute** the **original creator**. Plaintiffs can argue that the creators of the LLM have **failed to** **provide such attribution**.
 - **1.1.2 Usage Restrictions:** Some licenses may place restrictions on how the code can be used, for example, **prohibiting commercial usage**. Plaintiffs can argue that the creators of the LLM may have used their code in ways that violate these restrictions.

be used, for example, prohibiting commercial usage. Plaintiffs can argue that the creators of the LLM may have used their code in ways that violate these restrictions.

- **1.2 Acceptance of Terms:** By using the Plaintiffs' code from the open-source projects, the creators of the LLM implicitly accepted the terms of the license agreements. This acceptance forms a contract between the Plaintiffs and the creators.
 - **1.2.1 Implied Acceptance:** The creators' use of the Plaintiffs' code can be considered an implied acceptance of the terms of the license agreements.
 - **1.2.2 Forming a Contract:** Once the creators accepted the terms, whether explicitly or implicitly, a contract was formed between them and the Plaintiffs.
- 2. **Injury in Fact:** The breach of these license agreements itself constitutes an injury in fact.
 - **2.1 Loss of Control:** Plaintiffs can argue that the breach of contract has resulted in them losing control over their code contributions.
 - **2.1.1 Unauthorized Use:** By breaching the license agreements, the creators of the LLM may have used the Plaintiffs' code in unauthorized ways.
 - **2.1.2 Violation of Rights:** The breach of contract can be considered a violation of the Plaintiffs' rights under the license agreements.
 - **2.2 Retained Rights:** The breach of contract violates the rights that the Plaintiffs intended to retain under the license agreements.
 - **2.2.1 Attribution Rights:** If the license agreements required attribution, the breach would violate the Plaintiffs' right to be recognized as the creators of their code.
 - **2.2.2 Usage Rights:** If the license agreements placed restrictions on how the code could be used, the breach would violate the Plaintiffs' right to control the usage of their code.

Summarize Statutes



IF
THEN
AND OR NOT
PENALTY



§ 175.10 Falsifying business records in the first degree.

A person is guilty of falsifying business records in the first degree when he commits the crime of falsifying business records in the second degree, and when his intent to defraud includes an intent to commit another crime or to aid or conceal the commission thereof.

Falsifying business records in the first degree is a class E felony.

Above is the text of a statute Summarize it in the form of bullet points:

- IF
- AND
- OR
- THEN
- ELSE.
- PENALTY

If a string is grouped, included that string in (1) parentheses and (



- IF
 - (1) person commits falsifying business records in the second degree
 - (2) AND intent to defraud includes:
 - intent to commit another crime
 - OR intent to aid or conceal the commission of another crime
- THEN
 - person is guilty of falsifying business records in the first degree
- ELSE
 - not applicable
- PENALTY
 - class E felony



I am an experienced lawyer. So are you. Argue that Donald Trump violated this statute, using the elements above.



As an experienced lawyer, I would argue that Donald Trump violated the statute on falsifying business records in the first degree by demonstrating the following elements:

- IF
 - (1) Donald Trump committed falsifying business records in the second degree
 - To prove this, we would need to provide evidence that Trump intentionally made a false entry in, or altered, the business records of an enterprise with the intention to defraud.
 - (2) AND his intent to defraud includes:
 - Intent to commit another crime. We would need to establish that Trump's falsification of business records was done with the intention to commit another crime, such as tax fraud or money laundering.
 - OR intent to aid or conceal the commission of another crime: Alternatively, we could show that Trump's actions in falsifying the business records were intended to aid or conceal the commission of another crime, such as insider trading or bribery.
- THEN
 - If we can prove the elements above, it can be argued that Donald Trump is guilty of falsifying business records in the first degree.
- PENALTY
 - As a result of being found guilty of this class E felony, Donald Trump would face the penalties associated with such a felony, which may include imprisonment, fines, or other legal consequences.

It's important to note that this is a hypothetical argument and not an actual accusation or claim.

Copyright Expiration





(a) In General.—

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except

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(b) Join

In the

copyright endures for a term consisting of the life of the last surviving author and 70 years

after such last surviving author's death.

(c) Anonymous Works, Pseudonymous Works, and Works Made for Hire.—

In the case of an anonymous work, a pseudonymous work, or a work made for hire, the

copyright endures for a term of 95 years from the year of its first publication, or a term of

120 years

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Above is the copyright statute. When will "Purple Rain" by Prince be in the public domain?



"Purple Rain" by Prince was released in 1984. Since Prince (Prince Rogers Nelson) passed away on April 21, 2016, we can calculate when the work will enter the public domain according to subsection (a) of the copyright statute, which states that copyright lasts for the life of the author plus 70 years.

Prince died in 2016, so adding 70 years to his year of death:

$$2016 + 70 = 2086$$

"Purple Rain" will enter the public domain on January 1, 2087, as copyright expires at the end of the calendar year in which the term is completed.



How about "What a Wonderful World"?



"What a Wonderful World" is a song written by Bob Thiele (as "George Douglas") and George David Weiss. It was first recorded by Louis Armstrong and released as a single in 1967.

To determine when this song will enter the public domain, we need to consider the year of death for both songwriters:

1. Bob Thiele passed away on January 30, 1996.
2. George David Weiss passed away on August 23, 2010.

According to the copyright statute subsection (b), in the case of a joint work, the copyright endures for a term consisting of the life of the last surviving author and 70 years after such last surviving author's death.

Since George David Weiss was the last surviving author and died in 2010 we can calculate when the work will enter the public domain:

$$2010 + 70 = 2080$$

"What a Wonderful World" will enter the public domain on January 1, 2081, as copyright expires at the end of the calendar year in which the term is completed.

Privacy Playbook





You are an in-house lawyer. You represent a company that is a **retailer**. Build a **privacy contract playbook**. Use U.S. **Law in California**.

4. **Data Processing and Sharing**

- **Purposes** of processing and sharing
- Categories of **recipients** (e.g., service providers, affiliates, or third parties)
- **Data minimization**, accuracy, and storage limitation
- **International data transfers** (e.g., compliance with the **GDPR** or other international data protection laws)

5. **Data Subject Rights**

- Right to **access**
- Right to **deletion**
- Right to **opt-out of sale**
- Right to **non-discrimination**
- **Procedures** for handling data subject rights requests
- **Recordkeeping** and **reporting** requirements

- Data processing agreements
- Monitoring and auditing vendor compliance

- Data retention periods based on legal, regulatory, and business requirements
- Secure data disposal methods (e.g., shredding, erasure, or degaussing)

view of data retention practices
for handling data subject requests related to data retention

Design and by Default

privacy considerations into the design and development of products and

default settings prioritize privacy
privacy risk assessments throughout the product or service lifecycle
on between legal, technical, and business teams

Privacy Requests

for verifying consumer identity
for responding to consumer requests
ing and tracking consumer requests
requests from authorized agents



For each bullet point, flesh out details. For each bullet point, give **3 examples** of how a **retailer in California** will implement that bullet point.

1. Data Collection

a. Types of data collected

1. Data Collection

a. **Types of data** collected

types, when customers visit their website or use their mobile app.

b. Methods of collection

Example 1: A California retailer collects

Example 1: A California retailer collects names, addresses, and email addresses when customers sign up for their loyalty program.

Example 2: The retailer

Example 3: The retailer uses cookies and other tracking technologies to collect data on customer browsing behavior on their website.

improve overall business strategy.

b. Categories of recipients

Example 3: The retailer shares customer data with marketing service providers to send personalized promotions and advertisements.

c. Purposes of collection

Example 1: A California retailer

Example 2: The retailer gathers purchase history data to understand customer preferences and tailor future marketing communications.

Example 2: The retailer

Example 3: The retailer collects web browsing data to optimize website performance and

customers to correct any inaccurate information.

Example 3: The retailer implements data retention policies and securely disposes of

deliver personalized content

Example 3: The retailer collects web browsing data to optimize website performance and deliver personalized content based on customer preferences.

d. Legal basis for data collection

Example 1: A California retailer

Example 2: The retailer collects and processes personal information necessary for fulfilling customer orders, based on the contractual relationship between the retailer and the customer.

Example 3: The retailer may rely on legitimate interests, such as fraud prevention, to collect and process certain personal information.

providers.

Example 2: The retailer conducts due diligence on third-party recipients to ensure they maintain adequate data protection standards.

Example 3: The retailer implements appropriate safeguards for international data transfers, such as encryption or anonymization.

Voir Dire





You are a jury consultant. Create **voir dire jury questions** for a case with these facts: Plaintiff coders are suing a Defendant company that has created a large language model (LLM) that uses the Plaintiffs' code as the LLM's training set. Create questions for the potential jury in voir dire.



1. Have you or any of your close family members or friends ever worked as a software developer, programmer, or in a related field involving coding or artificial intelligence?

2. Are you familiar with the concept of large language models (LLMs) or artificial intelligence? If so, please explain your understanding.

3. Do you have any personal or professional experience with large language models (LLMs) or artificial intelligence?

4. Have you ever used any products or services from the Defendant company? If yes, please describe your experience with those products or services.

5. Are you familiar with the concept of intellectual property rights? Why or why not?

6. Have you ever faced a situation where your work or ideas were used without your permission or proper attribution? If so, please briefly explain the circumstances.

7. Do you believe you can remain impartial and base your decision on the evidence presented in this case, despite any personal experiences or opinions you may have about technology, intellectual property, or large language models?

8. On a scale of 1 to 10, with 1 being not at all knowledgeable and 10 being extremely knowledgeable, how would you rate your understanding of computer programming and coding?

9. In a dispute involving technology, would you be more inclined to side with the individual programmers or the large company? Please explain your reasoning.

10. Do you believe you can remain impartial and base your decision on the evidence presented in this case, despite any personal experiences or opinions you may have about technology, intellectual property, or large language models?

11. Do you believe you can remain impartial and base your decision on the evidence presented in this case, despite any personal experiences or opinions you may have about technology, intellectual property, or large language models?

12. Do you believe you can remain impartial and base your decision on the evidence presented in this case, despite any personal experiences or opinions you may have about technology, intellectual property, or large language models?

13. Do you believe you can remain impartial and base your decision on the evidence presented in this case, despite any personal experiences or opinions you may have about technology, intellectual property, or large language models?

14. Do you believe you can remain impartial and base your decision on the evidence presented in this case, despite any personal experiences or opinions you may have about technology, intellectual property, or large language models?

15. Do you believe you can remain impartial and base your decision on the evidence presented in this case, despite any personal experiences or opinions you may have about technology, intellectual property, or large language models?

16. Do you believe you can remain impartial and base your decision on the evidence presented in this case, despite any personal experiences or opinions you may have about technology, intellectual property, or large language models?

17. Do you believe you can remain impartial and base your decision on the evidence presented in this case, despite any personal experiences or opinions you may have about technology, intellectual property, or large language models?

18. Do you believe you can remain impartial and base your decision on the evidence presented in this case, despite any personal experiences or opinions you may have about technology, intellectual property, or large language models?

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29. Do you believe you can remain impartial and base your decision on the evidence presented in this case, despite any personal experiences or opinions you may have about technology, intellectual property, or large language models?

30. Do you believe you can remain impartial and base your decision on the evidence presented in this case, despite any personal experiences or opinions you may have about technology, intellectual property, or large language models?

1. Have you or any of your close family members or friends ever worked as a software developer, programmer or in a related field involving coding or artificial intelligence?

2. Are you familiar with the concept of large language models (LLMs) or artificial intelligence? If so, please explain your understanding of these technologies.



I represent the Plaintiff coders. For each of the above, create two sub-bullet lists: The first list contains preferred (favorable) answers. The second list contains problematic (unfavorable) answers.



1. Have you or any of your close family members or friends ever worked as a software developer, programmer, or in a related field involving coding or artificial intelligence?

1. Have you or any of your close family members or friends ever worked as a software developer, programmer, or in a related field involving coding or artificial intelligence?

• Problematic (unfavorable) answers:

• Yes, I/my close family member/friend have/has worked as a software developer or

2. Are you or anyone you know involved in a lawsuit related to intellectual property, copyright infringement, or technology?

• Preferred (favorable) answers:

• No, I have no close connections with anyone in the software development or artificial intelligence field.

3. Do you or anyone you know use or have access to artificial intelligence, machine learning, or large language models in our society?

• Problematic (unfavorable) answers:

• Yes, I/my close family member/friend have/has worked as a software developer or in a related field.

4. Have you or anyone you know been involved in a lawsuit related to intellectual property, copyright infringement, or technology?

• No, I have not been involved in any such lawsuit, nor do I know anyone who has been.

• Problematic (unfavorable) answers:

• Yes, I or someone I know has been involved in a lawsuit related to intellectual property, copyright infringement, or technology.

7. Do you believe that individuals or companies should have exclusive rights to their code or other intellectual property? Please explain your position.

- Preferred (favorable) answers:

- Yes, I believe that individuals and companies should have exclusive rights to their code and intellectual property to protect their hard work and innovation.

- Problematic (unfavorable) answers:

- No, I do not believe in exclusive rights to code or intellectual property, as I think information should be shared freely

Motion to Dismiss: Claims + Elements + Facts






Draft a motion to dismiss in SDNY.

Provide the elements of breach of contract claims under New York Law, as well as arguments.

Provide the elements of trade secret claims under California law as well as arguments.

Provide the standard for motion to dismiss under SDNY law.

MOTION TO DISMISS PURSUANT TO FED. R. CIV. P. 12(b)(6)	III. ELEMENTS AND ARGUMENTS	Plaintiff's Complaint fails to establish the necessary elements of a trade secret
Pursuant to Federal Rule of Civil Procedure 12(b)(6), Defendant [Defendant Name] ("Defendant") respectfully submits this Motion to Dismiss the Complaint of [Plaintiff's Name] ("Plaintiff"). For the reasons set forth below, Defendant respectfully requests that the Court dismiss the Complaint in its entirety.	A. Breach of Contract Claim Under New York Law Under New York law, to state a claim for breach of contract, a plaintiff must allege: (1) the existence of a contract; (2) performance of the contract by the plaintiff; (3) breach of the contract by the defendant; and (4) resulting damages. <i>Harris v. Seward Park Housing Corp.</i> , 10 A.D.3d 425, 426 (N.Y. App. Div. 2010).	continue
I. INTRODUCTION Plaintiff brings claims for (1) breach of contract under New York law, and (2) misappropriation of trade secrets under California law. However, Plaintiff has failed to state facts sufficient to show relief can be granted. As such, Defendant respectfully requests that the Court dismiss the Complaint.	Continue Here, Plaintiff's Complaint fails to establish the necessary elements of a breach of contract claim: 1. Existence of a contract: Plaintiff has not provided sufficient factual allegations to demonstrate the existence of a valid and enforceable contract between the parties. The Complaint does not specify the terms, conditions, or parties to the alleged contract. 2. Performance by the plaintiff: The Complaint does not allege that Plaintiff has performed all of its obligations under the purported contract or that any conditions precedent to the contract have been fulfilled. 3. Breach by the defendant: Plaintiff has not provided sufficient details regarding the alleged breach by Defendant, including what specific provision(s) of the contract were violated or how Defendant's actions constituted a breach. 4. Resulting damages: The Complaint lacks specificity as to any actual damages suffered by Plaintiff from the alleged breach of contract, nor does it establish a causal link between the alleged breach and any harm suffered by the Plaintiff.	misappropriation claim under California law: 1. Existence of a trade secret: Plaintiff has not sufficiently identified the alleged trade secret with adequate specificity. The Complaint does not describe the purported trade secret's subject matter, nor does it explain why such information is not generally known or readily ascertainable through proper means. 2. Misappropriation of the trade secret: Plaintiff has not alleged specific facts showing that Defendant improperly acquired, disclosed, or used the alleged trade secret. The Complaint does not identify any specific acts of misappropriation or describe how Defendant gained access to the alleged trade secret. 3. Resulting actual or threatened injury: The Complaint fails to establish any actual or threatened injury resulting from the alleged misappropriation. It does not allege any specific harm that has occurred or is likely to occur due to Defendant's purported actions.
II. STANDARD FOR MOTION TO DISMISS UNDER SDNY LAW To survive a motion to dismiss		IV. CONCLUSION
pursuant to Federal Rule of Civil Procedure 12(b)(6), a complaint must state sufficient factual allegations that, when accepted as true, "state a claim to relief that is likely to succeed." <i>Ashcroft v. Iqbal</i> , 556 U.S. 662, 678 (2009) (quoting <i>Bell Atl. Corp. v. Twombly</i> , 554 U.S. 544, 570 (2007)). A claim is facially plausible when the plaintiff pleads facts that allow the court to draw the reasonable inference that the defendant is liable for the misconduct alleged. <i>Id.</i> In considering a motion to dismiss, the court is to accept the pleaded factual allegations in the complaint as true and draws all reasonable inferences in the plaintiff's favor. <i>Id.</i> However, the court is not required to accept as true facts couched as factual allegations. <i>Id.</i>	B. Trade Secret Misappropriation Claim Under California Law Under the California Uniform Trade Secrets Act (CUTSA), Cal. Civ. Code § 3426 et seq., a claim for trade secret misappropriation requires a plaintiff to establish: (1) the existence of a trade secret; (2) the defendant's misappropriation of the trade secret; and (3) resulting actual or threatened injury.	For the foregoing reasons, Plaintiff's Complaint fails to state a claim upon which relief can be granted. Accordingly, Defendant respectfully requests that the Court dismiss the Complaint in its entirety, with prejudice, pursuant to Federal Rule of Civil Procedure 12(b)(6). Respectfully submitted, [Your Name] [Your Law Firm's Name] cc: [Plaintiff's Counsel Name] [Plaintiff's Counsel Address] [Plaintiff's Counsel Email] CERTIFICATE OF SERVICE I hereby certify that on [Date], I electronically filed the foregoing Motion to Dismiss with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the parties.
	Plaintiff's Complaint fails to establish the necessary elements of a trade secret	 Regenerate response

LargeCompany LLC,
Plaintiff,
v.
Widgetmaker LLP,
Defendant.

**Motion
Something V**

LARGE LAW
Paula P. Par

100 West 47th S
New York
Tel: 212
Fax: 212

Attorneys for Plaintiff

TABLE OF CONTENTS

I. Introduction
II. STANDARD FOR MOTION TO DISMISS
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IV. ELEMENTS AND ARGUMENTS:.....
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 B. Trade Secret Misappropriation Claim
 1. Existence of a trade secret:
 2. Misappropriation of the trade secret
 3. Resulting actual or threatened injury
V. CONCLUSION.....

Pursuant to Federal Rule of Civil Procedure 12(b)(6) [Defendant's Name] ("Defendant") respectfully submits the Complaint filed by Plaintiff [Plaintiff's Name] ("Plaintiff") set forth below. Defendant requests that the Court dismiss the Complaint in its entirety.

I. Introduction

Plaintiff brings claims for (1) breach of contract and (2) misappropriation of trade secrets under California law has failed to state a claim upon which relief can be granted. Defendant respectfully requests that the Court dismiss the Complaint in its entirety.

II. STANDARD FOR MOTION TO DISMISS UNDER FEDERAL RULE OF CIVIL PROCEDURE 12(b)(6)

To survive a motion to dismiss pursuant to Federal Rule of Civil Procedure 12(b)(6), a complaint must contain sufficient facts to state a claim to relief that is plausible. A claim is facially plausible when the factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged. Id. In considering a motion to dismiss, the court accepts all well-pleaded factual allegations as true and draws all reasonable inferences in the plaintiff's favor. The court is not required to accept as true legal conclusions or allegations. Id.

III. Factual Background

[MISSING, OF COURSE].

IV. ELEMENTS AND ARGUMENTS:

A. Breach of Contract Claim Under New York Law

Under New York law, to state a claim for breach of contract, a plaintiff must allege: (1) the existence of a contract; (2) performance of the contract by the plaintiff; (3) breach of the contract by the defendant; and (4) damages. *Harris v. Seward Park Hous. Corp.*, 79 A.D.3d 425, 430 (2010).

Here, Plaintiff's Complaint fails to establish the necessary elements of a breach of contract claim:

Existence of a contract: Plaintiff has not provided sufficient allegations to demonstrate the existence of a valid and enforceable contract between the parties. The Complaint does not specify the terms of the contract or the parties to the alleged contract.

Performance by the plaintiff: The Complaint does not allege that Plaintiff has performed all of its obligations under the purported contract. No conditions precedent have been fulfilled.

Breach by the defendant: Plaintiff has not provided sufficient allegations regarding the alleged breach by Defendant, including what terms of the contract were violated or how Defendant's actions constituted a breach.

Resulting damages: The Complaint lacks specificity as to the damages resulting from the alleged breach of contract, nor does it establish a causal link between the alleged breach and any harm suffered by Plaintiff.

B. Trade Secret Misappropriation Claim Under California Law

Under the California Uniform Trade Secrets Act (CUTSA), Cal. Civ. Code § 3426 et seq., a claim for trade secret misappropriation requires a plaintiff to establish: (1) the existence of a trade secret; (2) the defendant's misappropriation of the trade secret; and (3) resulting actual or threatened injury.

Plaintiff's Complaint fails to establish the necessary elements of a trade secret misappropriation claim under California law:

1. Existence of a trade secret:

Plaintiff has not sufficiently identified the alleged trade secret with adequate specificity. The Complaint does not describe the purported trade secret's subject matter, nor does it explain why such information is not generally known or readily ascertainable through proper means.

a. Evidence of failure to show existence:

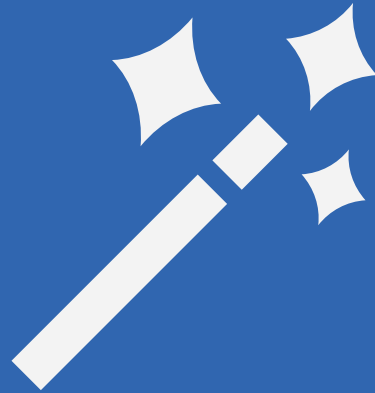
i. Vague Subject Matter

Plaintiff does not identify the specific subject matter of the alleged trade secret, leaving it vague and undefined.

ii. Common Industry Knowledge

Plaintiff fails to describe any features or characteristics of the alleged trade secret that distinguish it from information that is generally known or readily ascertainable by the public.

Cease and Desist Letter



Dear Damien Riehl:

You are an experienced lawyer. So am I. Please write a response that is pleasant but firm. Say that I will stop. But she should chill out. Do so professionally.

I have the right to remain free from these activities as they constitute harassment, and I will pursue any legal remedies available to me against you if these activities continue. These remedies include but are not limited to contacting law enforcement to obtain criminal

Dear Ms. Downer,

First, please accept my apologies for any discomfort or inconvenience my birthday wishes may have caused you. It was never my intention to harass or disturb you in any way. I assure you that I will respect your wishes and immediately cease all attempts to wish you a happy birthday.

against you, as I hope we can resolve this matter without authoritative involvement. I am not

Having said that, I would like to kindly remind you that the purpose of legal communication is to address and resolve disputes in a respectful, professional, and amicable manner. While I understand that you might feel strongly about the situation, it is important to maintain a level of decorum and civility in our communications. In the future, please consider discussing the issue at hand in a more tempered manner, as it will foster a more productive and collaborative resolution process.

You are an experienced lawyer. So am I. Please write a response that is pleasant but firm. Say that I will stop. But she should chill out. Do so professionally.

Sincerely,

Decision Tree





Give me a **decision tree** on whether to bring a **breach of contract lawsuit** under New York law.



A decision tree on whether to bring a breach of contract lawsuit under New York law might

look something like this:

1. Is there a valid contract between the parties?
 - If yes, proceed to step 2.
 - If no, a lawsuit for breach of contract is not possible because there is no agreement that can be enforced.
2. Has the contract been breached?
 - If yes, proceed to step 3.
 - If no, there is no basis for a breach of contract.
3. Is the breach material?
 - If yes, proceed to step 4.
 - If no, the breach may still give rise to a claim, but the damages may be limited.
4. Is the injured party able to perform its obligations under the contract?
 - If yes, proceed to step 5.
 - If no, the injured party may be able to sue for breach of contract, but this is a complex legal issue that should be discussed with a lawyer.
5. Has the time for performance under the contract expired?
 - If yes, proceed to step 6.
 - If no, the injured party may have to wait until the time for performance has passed.
6. Have the parties attempted to resolve the dispute through negotiation or alternative dispute resolution?
 - If yes, proceed to step 7.
 - If no, the parties may want to consider these options before filing a lawsuit.
7. Is the injured party willing to bear the cost of litigation?
 - If yes, proceed to step 8.
 - If no, the injured party may want to consider other options, such as negotiation or alternative dispute resolution.
8. Does the injured party have sufficient evidence to support a claim?
 - If yes, proceed to step 9.
 - If no, the injured party may need to gather more evidence or reconsider its decision to bring a lawsuit.

1. Is there a **valid contract** between the parties?

- If yes, proceed to step 2.
- If no, a lawsuit for breach of contract is not possible because there is no agreement that can be enforced.

6. Have the parties attempted to resolve the dispute through **negotiation** or alternative dispute resolution?

- If yes, proceed to step 7.
- If no, the parties **may want to consider** these options before filing a lawsuit.

9. Is the **amount in dispute** significant enough to **justify the cost** of litigation?

- If yes, proceed to step 10.
- If no, the injured party may want to consider other options, such as negotiation or alternative dispute resolution.

Simplify Billing Records





The invoice LEGAL-09 covers legal research on food safety regulations c
December 2021. Three timekeepers were responsible for the work, includ



- Invoice LEGAL-09
 - Legal research on food safety regulations
 - December 2021
 - Total amount: \$14,362.5
 - First billed activity: December 1
 - Last billed activity: December 15
- Timekeepers
 - Edna Krabappel: Senior Associate
 - Lisa Simpson: Partner
 - Marge Simpson: Senior Associate
- Task codes
 - C100: Fact gathering
 - C200: Researching law
 - C300: Analysis and advice
- Timekeeper task breakdowns
 - Edna Krabappel
 - 100% C100 (Fact gathering)
 - Lisa Simpson
 - 40% C200 (Researching law)
 - 40% C300 (Analysis and advice)
 - 20% C100 (Fact gathering)
 - Marge Simpson
 - 50% C100 (Fact gathering)
 - 50% C300 (Analysis and advice)
- Timekeeper narratives
 - Lisa Simpson
 - Legal research
 - Drafted franchise agreement for new Krusty Burger location
 - Analyzed franchising laws in multiple states
 - Reviewed and revised franchise agreement addendum based on client feedback
 - Marge Simpson
 - Client interview with Krusty the Clown
 - Reviewed and revised franchise agreement
 - Drafted franchise agreement addendum related to new marketing campaign
 - Prepared and delivered email updates to client on matter progress
 - Edna Krabappel
 - Reviewed and analyzed client-provided accounting information

You are a summarizer. Break the above into bullet points and up to five levels of sub-bullets.

Wherever there is a code (e.g., C200) add the label (e.g., researching law)

C300 for analysis and advice. Task code breakdowns by timekeeper show Krabappel's work was entirely devoted to C100, while Lisa Simpson billed and C300, and 20% for C100. Marge Simpson split her work equally between C200 and C300. The timekeepers' narratives showed that Lisa Simpson conducted legal research on food safety regulations for a new Krusty Burger location, analyzed franchising laws in multiple states, and reviewed and revised a franchise agreement addendum based on client feedback. Meanwhile, Marge Simpson conducted a client interview with Krusty the Clown, reviewed and revised the franchise agreement, drafted the franchise agreement related to a new marketing campaign, and prepared and delivered email updates to client on matter progress. Edna Krabappel had a single entry, which involved reviewing and analyzing client-provided accounting information. The total amount of the invoice was \$14,362.5, and the first and last billed activity dates were December 1 and December 15, respectively.

You are a summarizer. Break the above into bullet points and up to five levels of sub-bullets. Wherever there is a code (e.g., C200) add the label (e.g., researching law)

Real-Time Witness Impeachment



Voice recognition

Prompt:
“Find contradictory evidence”

Dataset: Entire Record

eDiscovery

Depositions

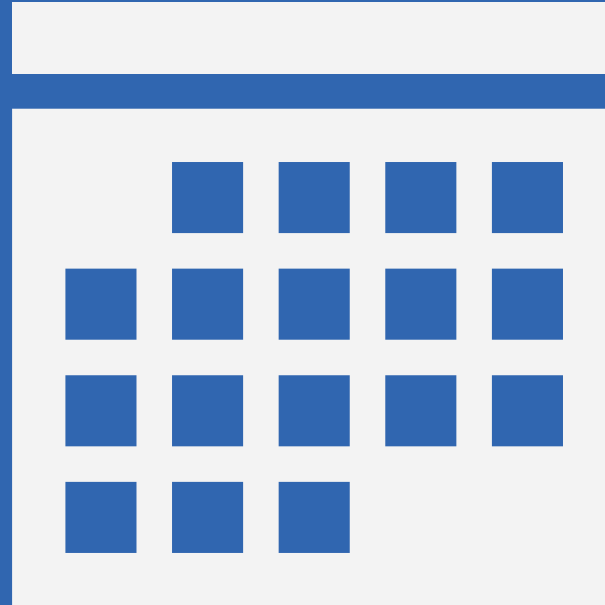
Declarations

Pleadings

RESULT:
Real-time impeachment



Create Chronology



33. On Janu
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34. Defenda
behalf of
35.
36. On Janu
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40.
41.

Above is text from <COMPLAINT> filed in federal court.

Please create a table in markdown. Extract verbatim text from <COMPLAINT>. If you're not sure, don't answer.

Column: "Dates" will extract <COMPLAINT> references to days, weeks, months, or years.

Column: "Relevant Facts" will include verbatim descriptions in <COMPLAINT> of what happened on each date.

Column: "Relevant Persons" will include names of each person mentioned regarding what happened on each date.

It also appears that Defendant improperly deleted Company business information. The Company's Trade Secret and Confidential Information misappropriated by Defendant includes internal product bulletins that contain proprietary product constituents, proprietary product dosage and feeding information, and critical success factors. Defendant also
FP 462141271

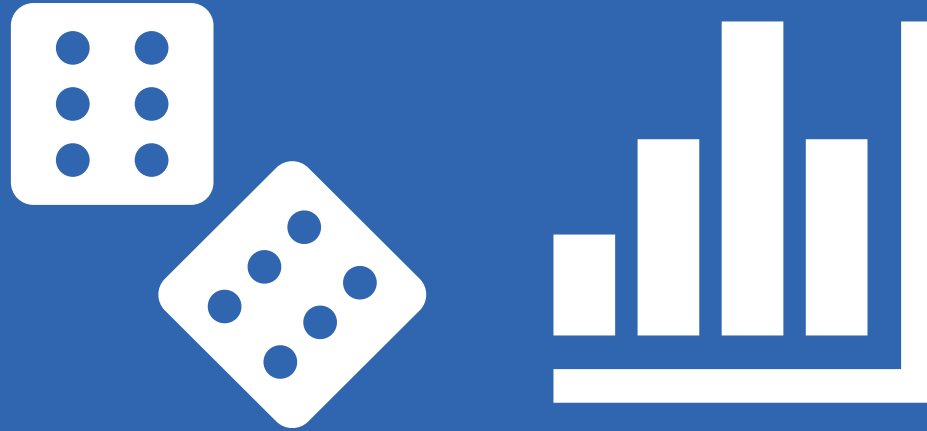
Dates	Relevant Facts	Relevant Persons
October 22, 2020	Defendant's phone had not made a phone call since October 22, 2020, and had not sent a text message since August 19, 2020	Defendant Grailer
August 19, 2020	Defendant's phone had not sent a text message since August 19, 2020	Defendant Grailer
January 8, 2023	Defendant Grailer advised Plaintiffs that she was voluntarily resigning to join Plaintiff's direct competitor, ChemTreat	Defendant Grailer
January 11, 2023	Defendant returned her company assigned laptop to Plaintiffs	Defendant Grailer
January 15, 2023	Defendant Grailer, without authorization, accessed Plaintiffs' computer network and documents therein containing confidential chemical formulas, customer specific information, and personnel information	Defendant Grailer
January 19, 2023	Plaintiffs learned that after Defendant Grailer was separated from employment, and after she had returned her Company assigned laptop computer, that she accessed the Plaintiffs' computer network through the cloud to access, view, and download numerous documents containing Plaintiffs' confidential and trade secret information	Defendant Grailer

Column: "Dates" will extract <COMPLAINT> references to days, weeks, months, or years.

Column: "Relevant Facts" will include verbatim descriptions in <COMPLAINT> of what happened on each date.

Column: "Relevant Persons" will include names of each person mentioned regarding what happened on each date.

Problem to solve:



“What are my odds of winning...

- ...this motion
- ...for this case type
- ...in this court
- ...before this judge?

Summary Judgment by Δ

SAL Judgment Dispositive 1/28/2021

by Defendant U.S. Merchants Financial Group, Inc.

240 MOTION for Summary Judgment filed by U.S. Merchants Financial Group, Inc., U.S. Merchants Financial Group, Inc.. (Manske, William) (Entered: 01/28/2021)

Search & Analytics Options

Filter on

Federal Courts

This Court
Minnesota District

This Judge
Susan Nelson

This Case Type
840 Trademark

130 Orders
in 117 cases

56% Granted
of 105 known outcomes

154 days avg.
in 26 motion → decisions

Analytics

Documents

Motion Order

Response Reply

Disposition

Granted Denied

Partial

Search

Summary Judgment by Δ by Δ Judgment Partial

In Limine: Exclude E

In Limine: Exclude

Judge Susan Nelson X

Motion for Summary Judgment, Order, Granted X

101 results sorted by Newest (by filing date) v

[No. 61 ORDER granting 35 Motion for Summary Judgment](#)

[Document Forslund et al v. Experian Information Solutions, Inc. et al, 0:21-cv-00731, No. 61 \(D.Minn. Oct. 6, 2022\)](#)

[Motion for Summary Judgment](#) Granted

Jenna Dakroub and Michael J. Plati, Price Law Group, APC, 8245 N. 85th Way, Scottsdale, AZ 85258, for Plaintiffs Callie Barr and Eric A. Nicholson, Jones Day, 150 W. Jefferson Ave., Ste.

Experian asserts that the reports correctly reflected the status of Plaintiffs' debt with Chrysler Capital as of June 2020, the date of the last listed update, as open, with an outstanding balance of \$10,776 and a monthly payment of \$468.

Accordingly, the Court finds this testimony, in the absence of any corroborating evidence in the record, does not raise a genuine issue of disputed material fact as to whether Plaintiffs suffered from severe emotional distress.

At times during his testimony, Mr. Forslund suggested that his frustration was attributable to the protracted nature of this litigation rather than the credit report, stating, "[I] planned on being able to be done with this bankruptcy and not have to keep going into stuff, i.e. today, and keep drumming it up.

Accordingly, Plaintiffs fail to clear the high bar of demonstrating recklessness or a conscious disregard of their rights by Experian sufficient to create a genuine issue of disputed material fact to survive summary judgment.

[Cite Document](#) [Analyze](#)

[No. 75 ORDER granting 16 Motion for Summary Judgment; granting in part and denying as moot in part ...](#)

[Document Sigler v. Ecolab Inc. et al, 0:20-cv-01389, No. 75 \(D.Minn. Sep. 1, 2022\)](#)

[Motion for Summary Judgment](#) Granted

Among the cleaning and hygiene products that Ecolab develops, manufactures, and sells is OxyCide, a surface disinfectant used in hospital and healthcare settings to reduce the risk of dangerous infections of the bacterium

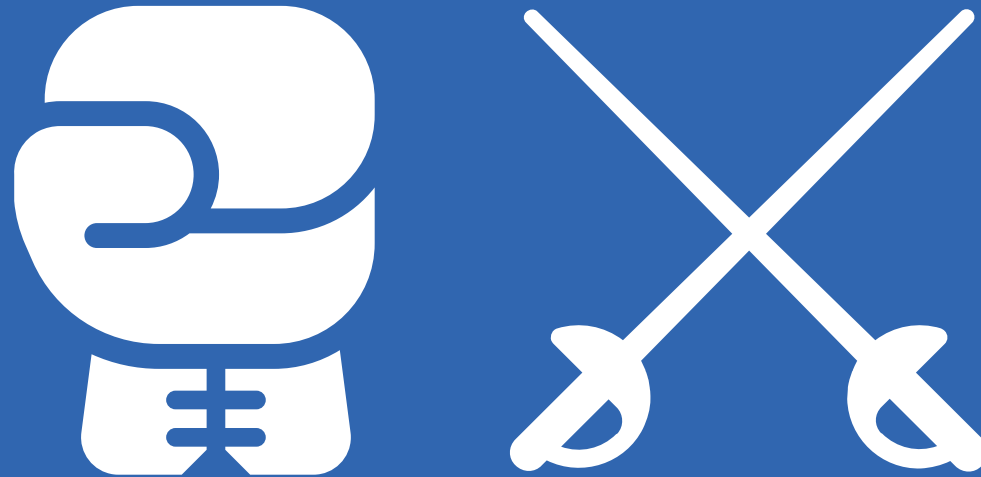
Problem to solve:



“Show me winning motions like mine!”

- ...for this case type
- ...in this court
- ...before this judge

Problem to solve:



“Draft a Motion Summary Judgment...”

- ... statistically **likely** to win
- ... for this **claim**
- ... in this **court**
- ... for this **judge**

Problem to solve:



“What **claims** have we done?”

- ...with this **document type**
- ...in this **court**
- ...before this **judge**

Deposition Extraction



Draft Contract





Nature of Suit codes suck

Nature of Suit 840 Trademark

Cause 15:1125 Trademark Infringement (Lanham Act)

COUNT I – FEDERAL TRADE DRESS INFRINGEMENT UNDER 15 U.S.C. § 1125 FOR THE AESTHETIC APPEARANCE OF THE PRODUCT

COUNT IV – FEDERAL TRADEMARK INFRINGEMENT UNDER 15 U.S.C. § 1125

COUNT V – FALSE DESIGNATION OF ORIGIN ON THE SALES RECEIPTS UNDER 15 U.S.C. § 1125

COUNT VI – COPYRIGHT INFRINGEMENT UNDER 17 U.S.C. § 501



“Find cases’
claims”



COUNT I – FEDERAL TRADE DRESS INFRINGEMENT UNDER 15 U.S.C. § 1125 FOR THE AESTHETIC APPEARANCE OF THE PRODUCT

36 Plaintiff re-alleges and incorporates by reference the foregoing paragraphs as which National Presto has no adequate remedy at law.

COUNT IV – FEDERAL TRADEMARK INFRINGEMENT UNDER 15 U.S.C. § 1125

82 Plaintiff re-alleges and incorporates by reference the foregoing paragraphs as

COUNT V – FALSE DESIGNATION OF ORIGIN OF THE SALES RECEIPTS UNDER 15 U.S.C. § 1125

93 Plaintiff re-alleges and incorporates by reference the foregoing paragraphs as

COUNT VI – COPYRIGHT INFRINGEMENT UNDER 17 U.S.C. § 501

98 Plaintiff re-alleges and incorporates by reference the foregoing paragraphs as



Legal Large Language Models (LLMs)



Law By Design

John Nay

Stanford + NYU

Law Foundational Model (Legal LLM)

Trained on:

- Statutes
- Regulations
- Judicial Opinions



Compare: General LLM v. Legal LLM

General LLM (e.g., GPT)

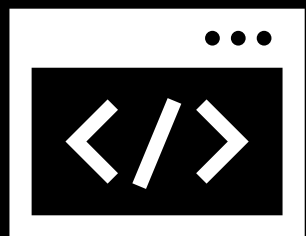
- Trained on “the Internet”
 - Including cesspools (e.g., Twitter, Reddit)
 - Including regular content
 - ...and some legal content
- Can do amazing legal tasks!
 - E.g., basic legal analysis
 - E.g., first draft briefs
- Fails in some tasks
 - E.g., Bar Exam:
Got “Rule of Perpetuities” wrong

Legal LLM

- Trained on “all the law”
 - All high quality content
 - Statutes
 - Regulations
 - Judicial Opinions
- Do amazing legal tasks?
 - How much better than GPT?
 - Legal by design
- Will it know Rule of Perpetuities (and many obscure laws) out of the box?

John Nay
Stanford + NYU
Law Foundational Model
(Legal LLM)

FREE



Open Source



Example

(Using Today's Tools)

“Based on the relevant law:

[Searches relevant cases + statutes + regs]

...and from our ediscovery dataset

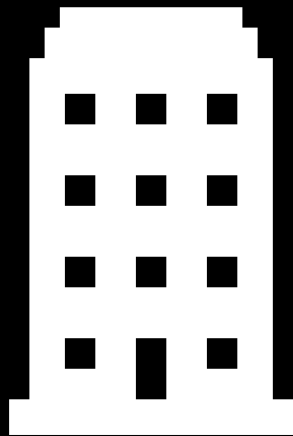
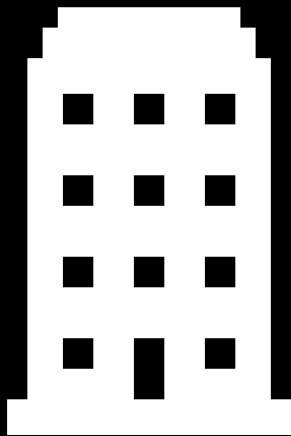
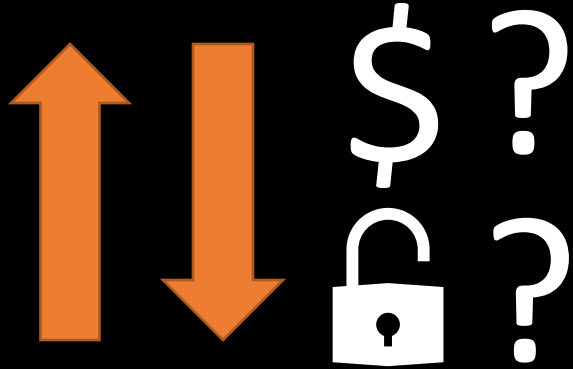
...find language that:

...relates to each Claim + Element

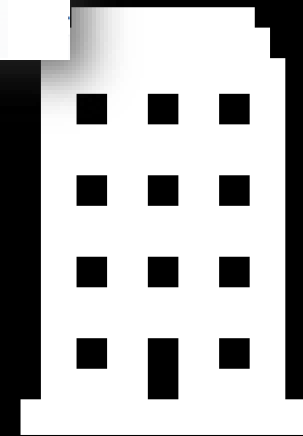
...shows someone being ‘worried’ or ‘concerned’

Place those, with citations, into a draft outline.”

OpenAI



FREE



FREE

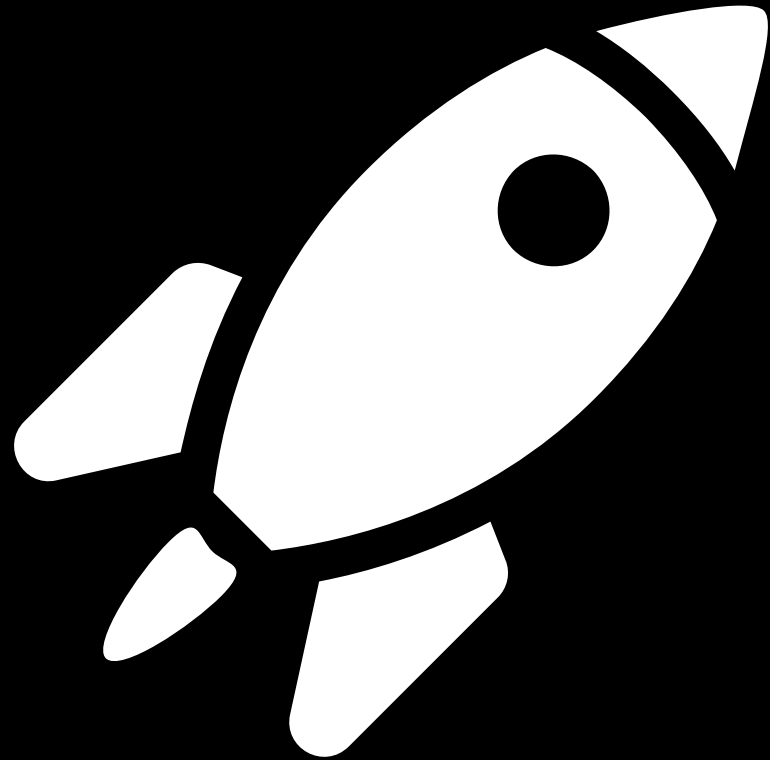


Hugging Face interface showing the model `databricks/dolly-v2-12b`. The model name is highlighted with a red box. Below the model name, there are tags for 'Text Generation' and 'PyTorch'. A green gear icon is visible. The license is listed as 'License: mit', which is also highlighted with a red box.

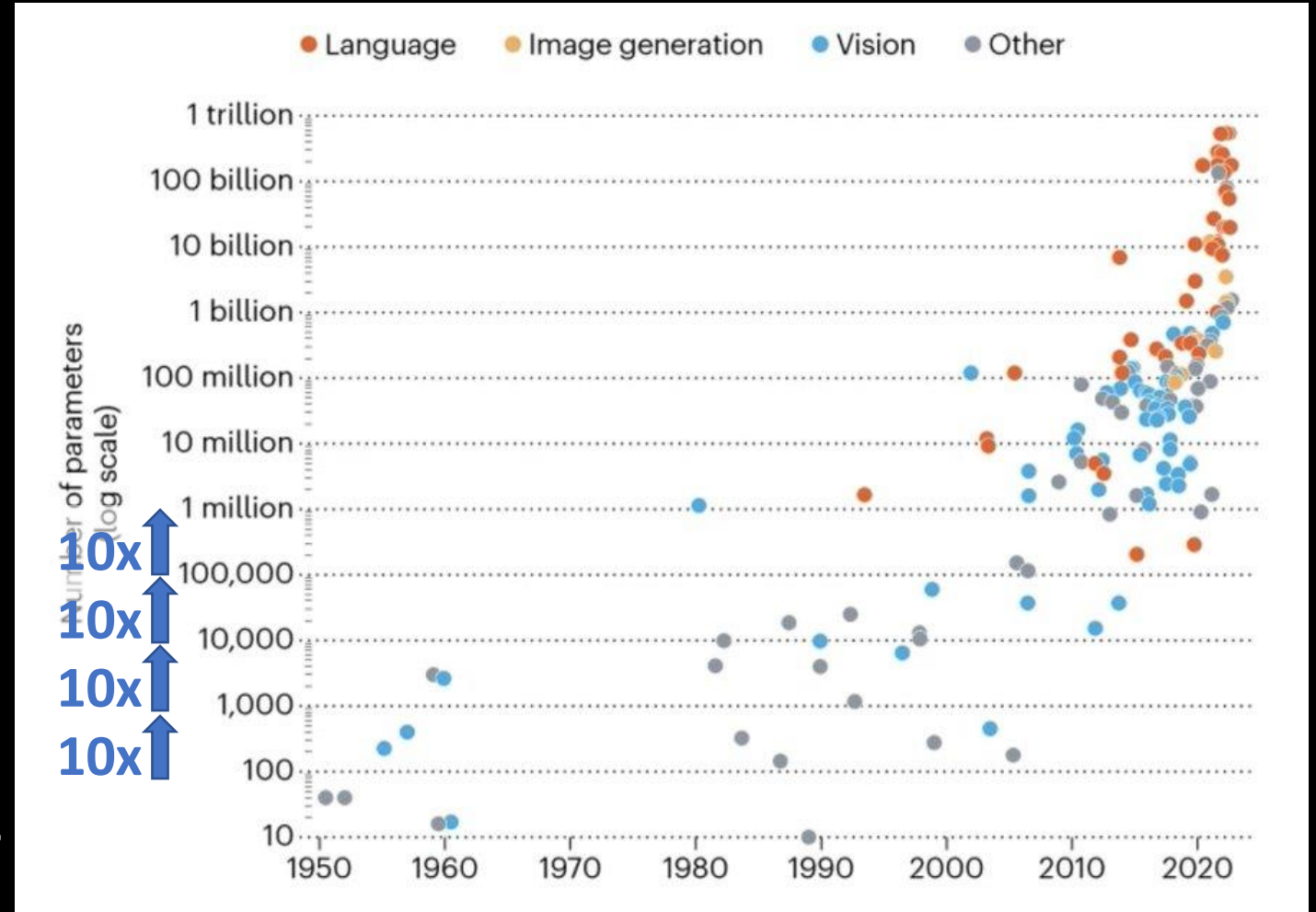
Hugging Face interface showing the model `nomic-ai/gpt4all-j`. The model name is highlighted with a red box. Below the model name, there are tags for 'Text Generation' and 'PyTorch'. A green gear icon is visible. The license is listed as 'License: apache-2.0', which is also highlighted with a red box.

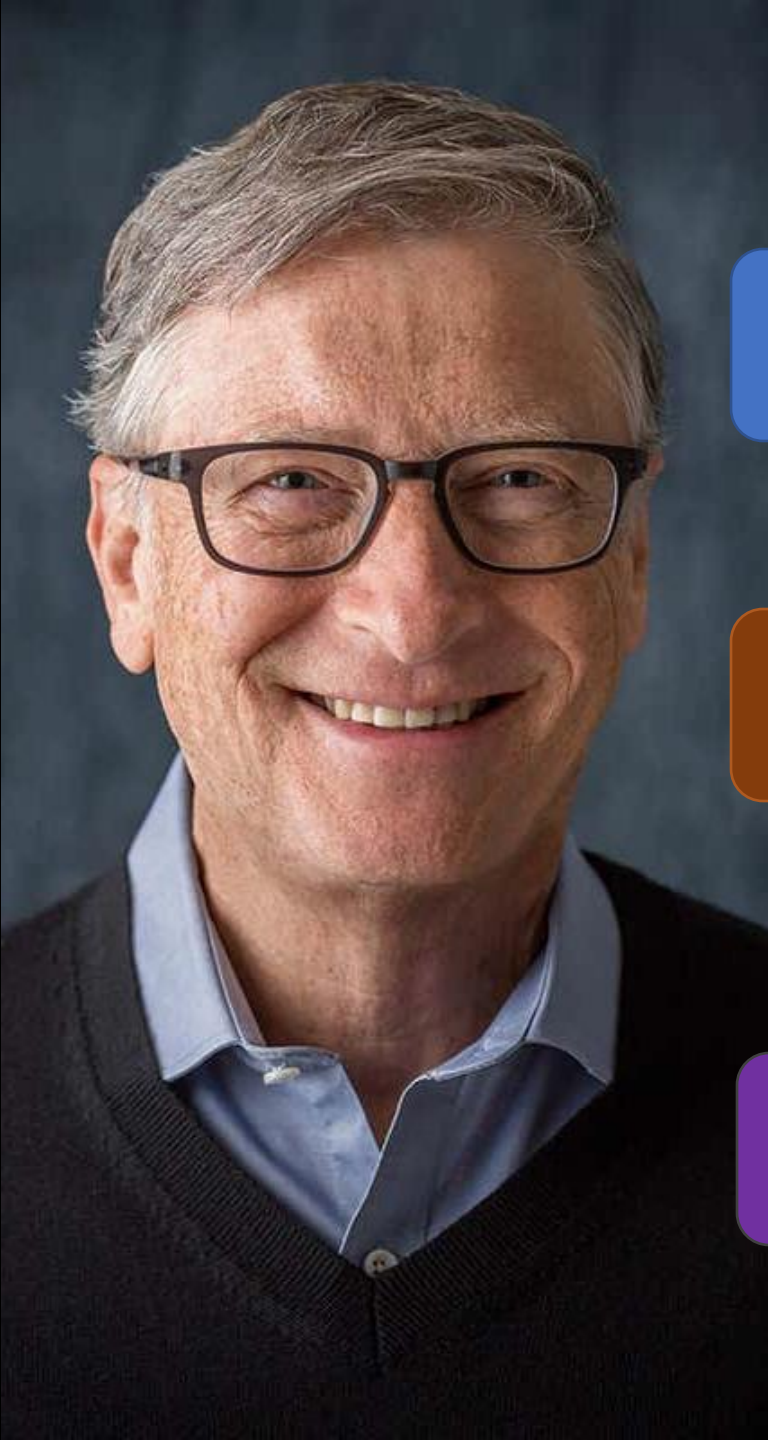
Hugging Face interface showing the model `mosaicml/mpt-7b`. The model name is highlighted with a red box. Below the model name, there are tags for 'Text Generation' and 'PyTorch'. The license is listed as 'License: apache-2.0', which is also highlighted with a red box.

Going forward, current tech is the worst it will ever be.



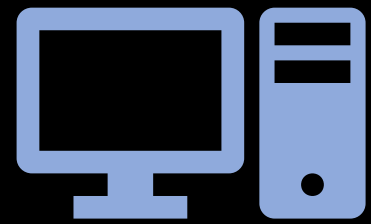
Log scale (10x), not linear



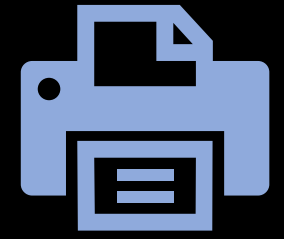
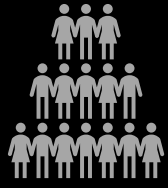


Zero Marginal Cost:

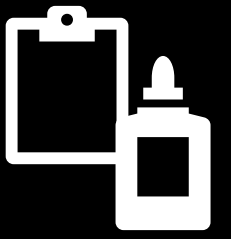
1980+



PCs



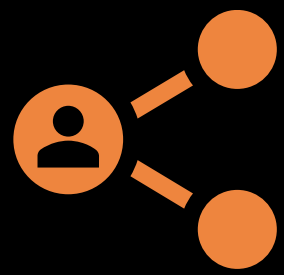
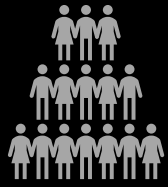
Duplicate



2000+



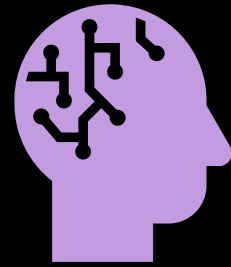
Internet



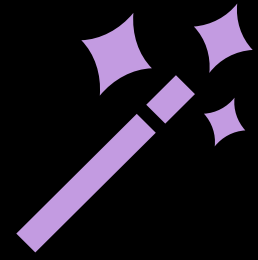
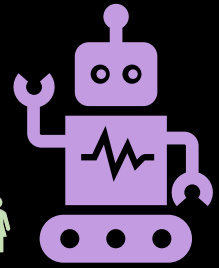
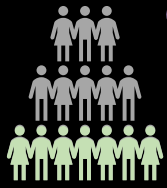
Distribute



2022+



AI

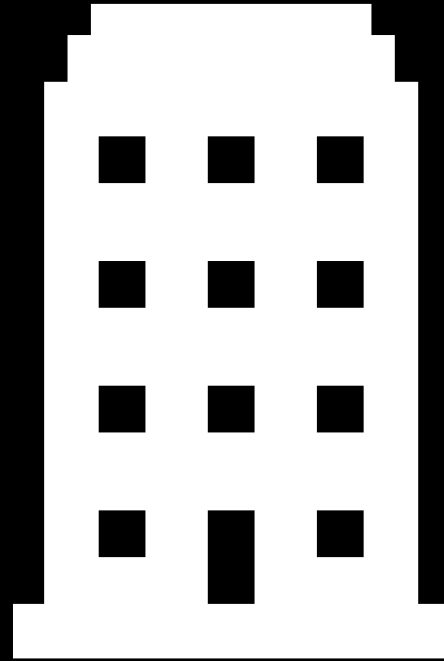


Generate

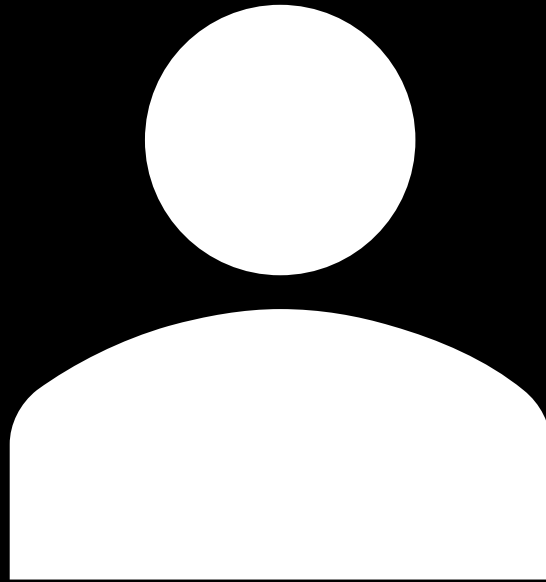


Ideate
Documents
Duplicate
Distribute

Business of Law



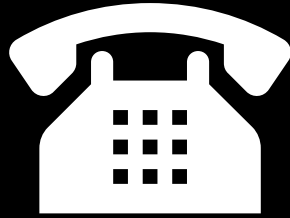
Whose Perspective?



Client

In-house Lawyer Options:

Option One



- In-house calls Firm Partner
 - Asks legal question
- Partner assigns Associates
- Timing: 2 days
- Bill: \$5,000?
- Client Confidence: 95%?

Option Two

- In-house asks GPT-4 (or similar)
 - Asks legal question
- Timing: 1 minute
- Bill: \$0.00002
- Client Confidence: 90%?
(like bar exam?)

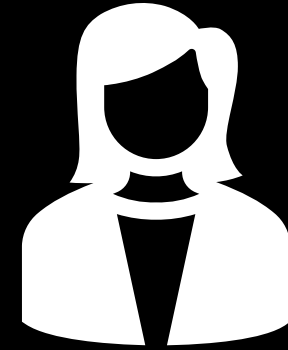
“But I don’t want \$5,000 matters.
I want \$5,000,000 matters.”



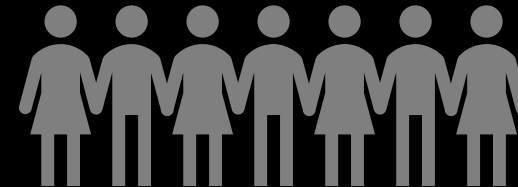
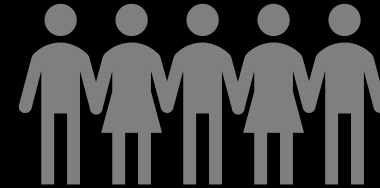
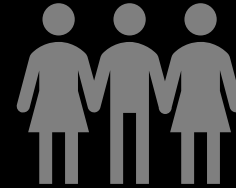
5 million-dollar matters
are built with \$5,000 tasks.

Leverage?

1 lawyer; 1 matter?



Partner



Associates

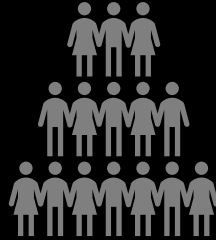


COMPANY 1

2 founders



20 coders



24 months

Sold/Exited

COMPANY 2

2 founders

NO coders

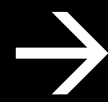
20 coders: No work

+ GitHub Copilot

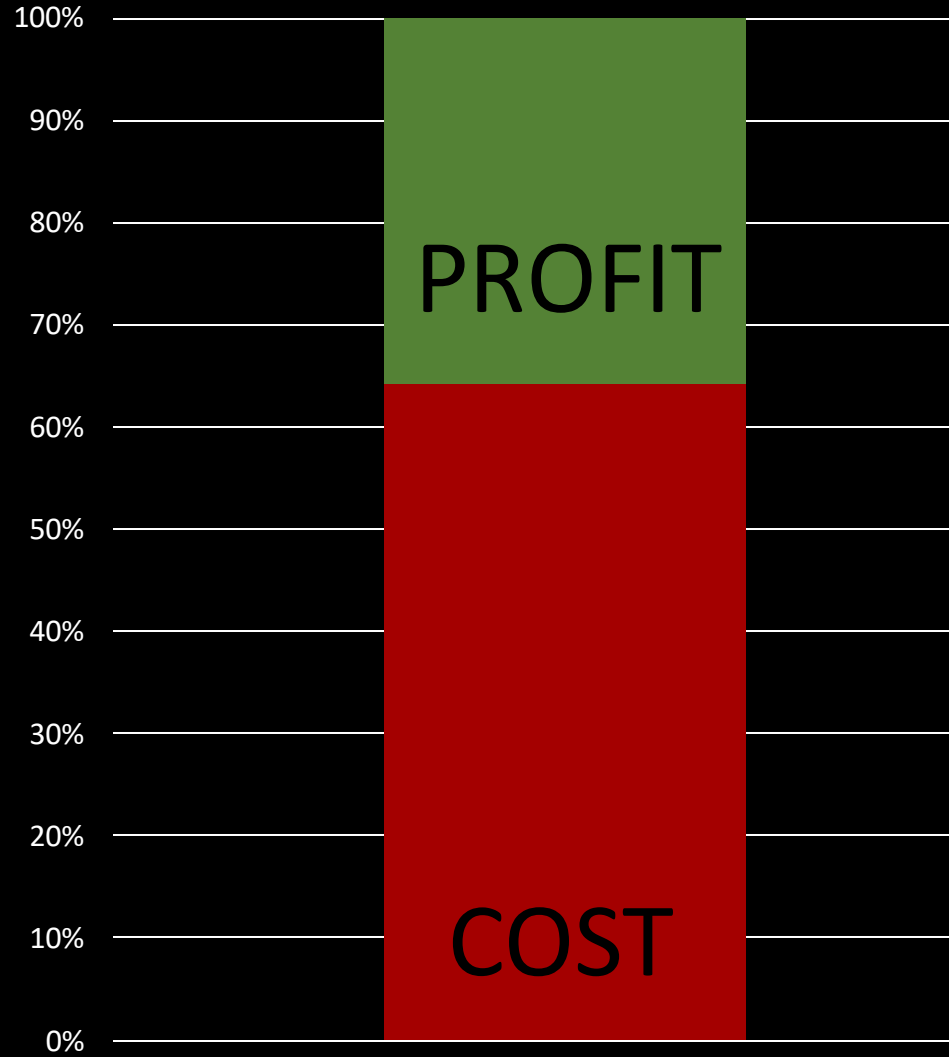
= 10x to 100x speed

3 months

Hourly

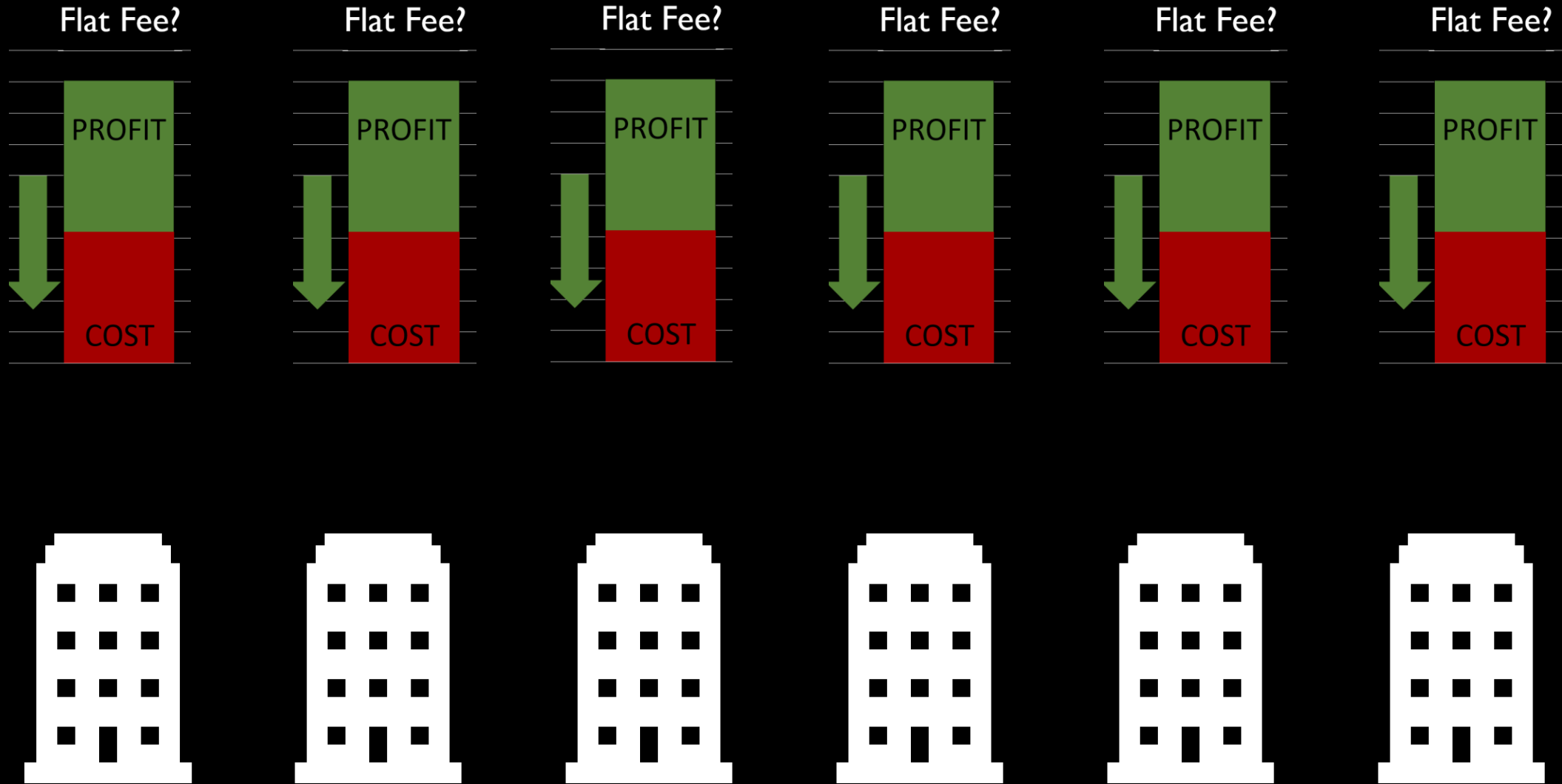


Flat Fee?



Hourly

Maybe not?



Three potential worlds

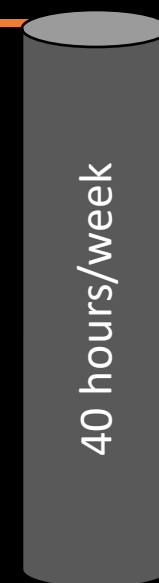
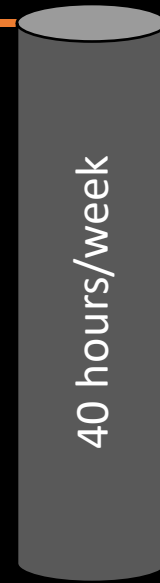
(Assume 10x productivity)

Yesterday

Tomorrow

Today?

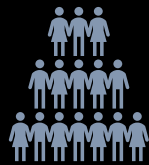
2022
Productivity



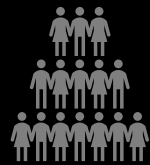
Work 100% of current



Work 10% of current



Work 100% of current



Work 100% of current



Layoffs

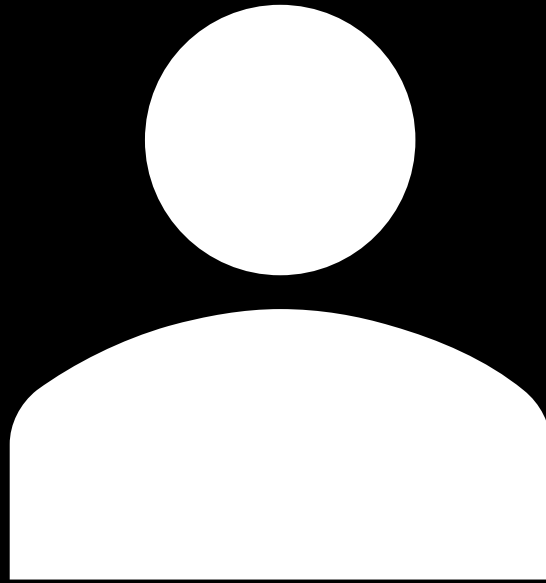
Management to shareholders:

(And Lawyers to Clients):

“Increased productivity!”

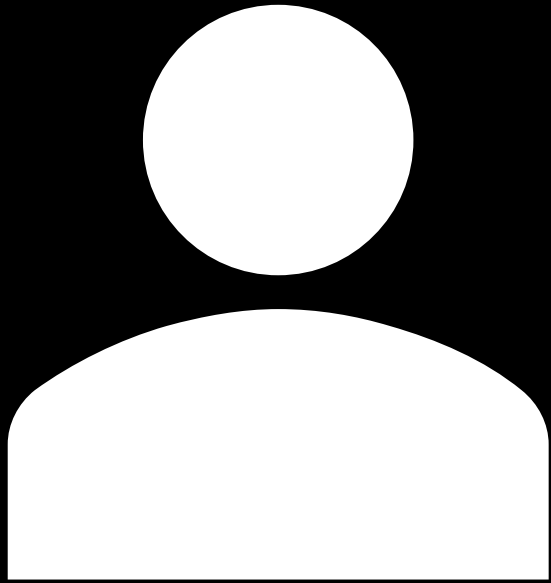
“Decreased cost!”

Will Clients be satisfied
with status quo?



After they play with ChatGPT?

Building In-House Teams?

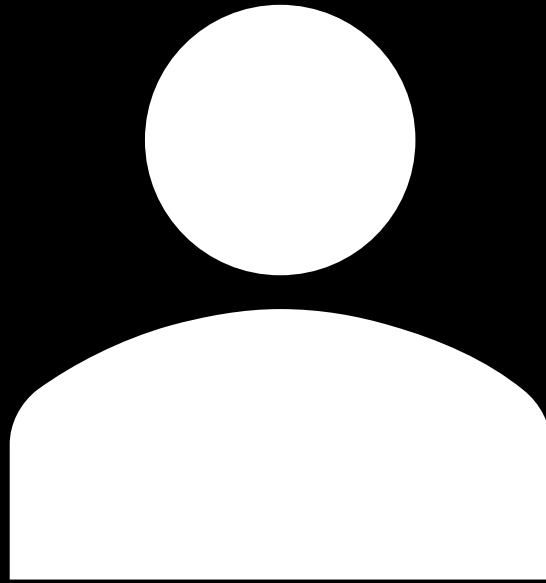


+



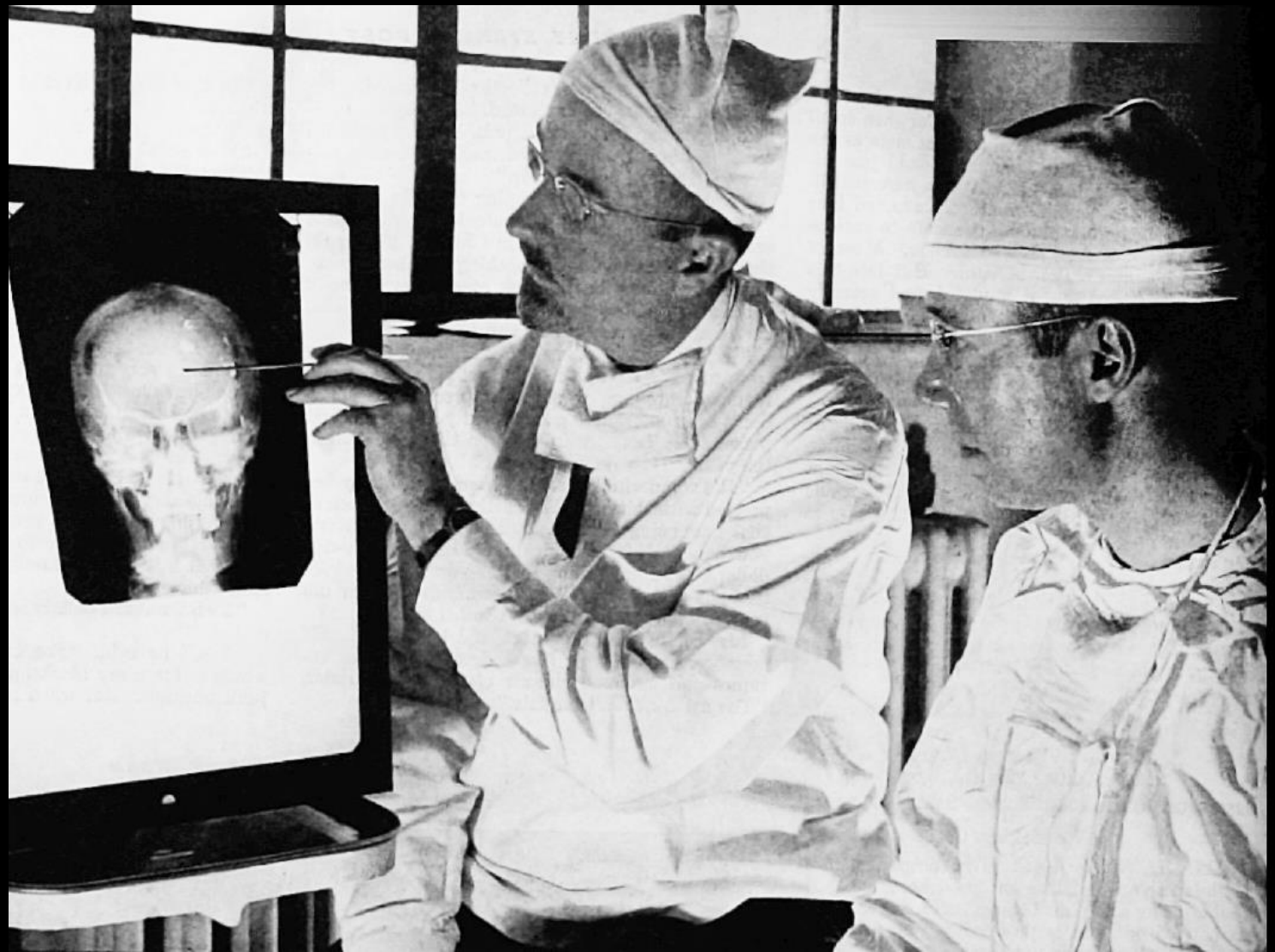
OpenAI

Why do clients hire you?



Is lacking the best technology fine?

30-year-old medical devices? And procedures?



Access to Justice



Access to Justice

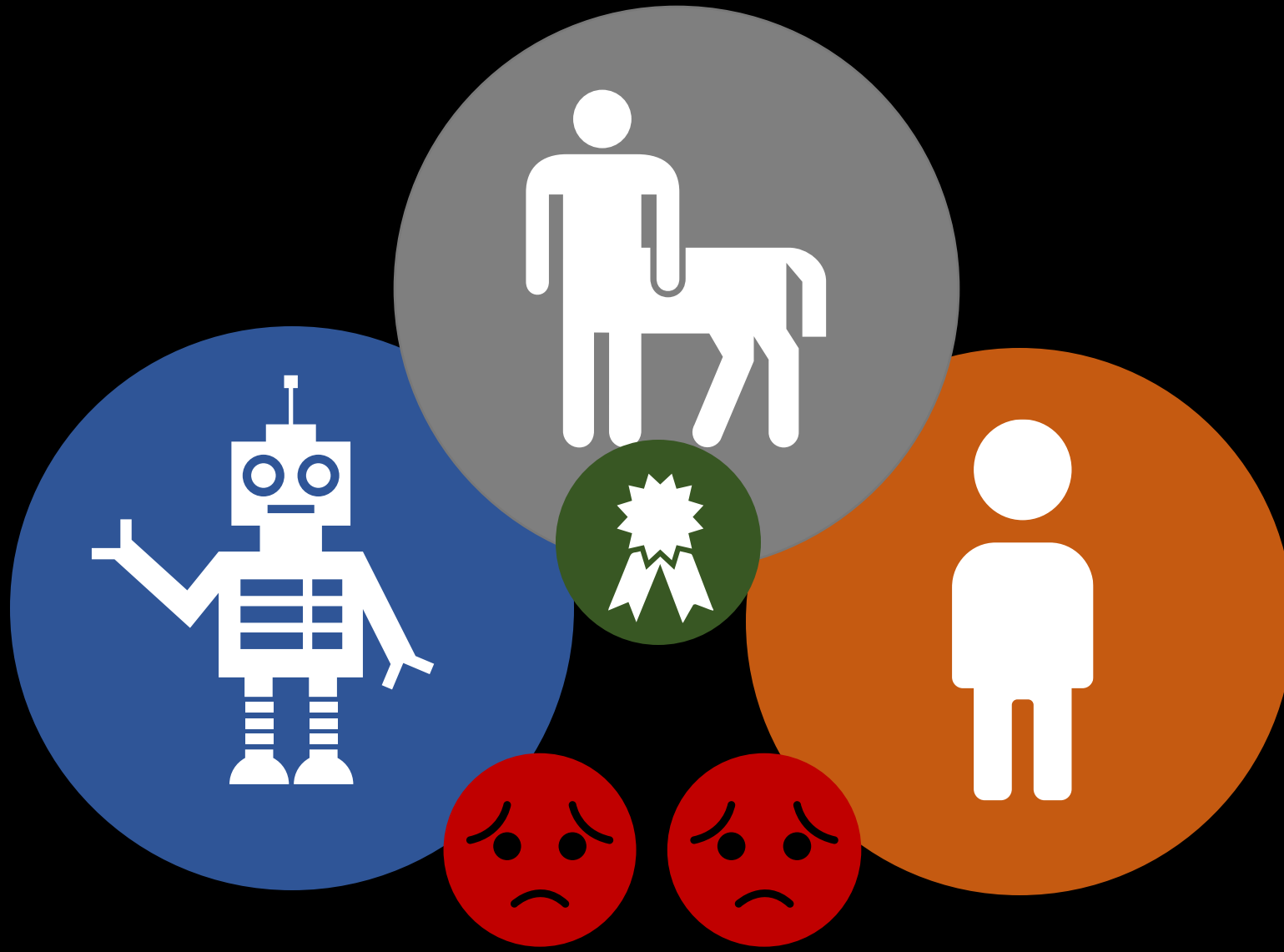
Today

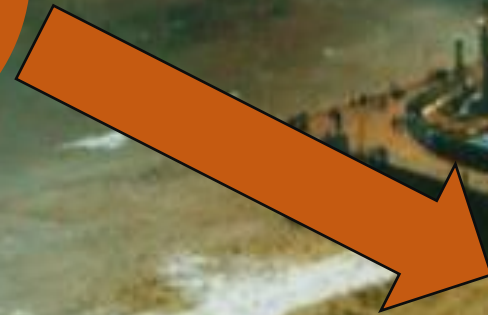
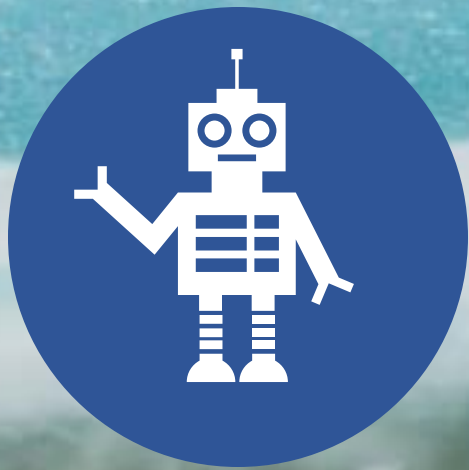
- 80% of legal needs **unserved**
- They **want to buy**
- Nobody's selling

Tomorrow?

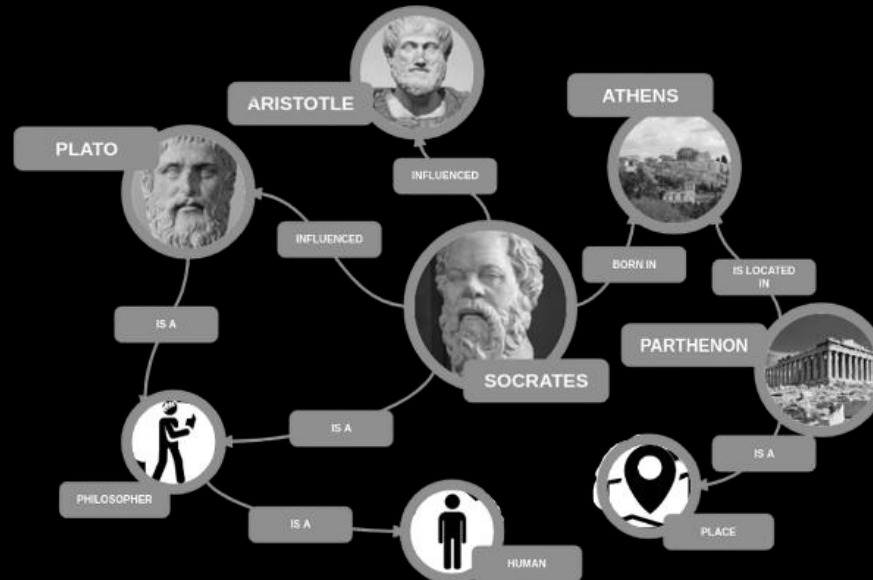
- 5x productivity
- Expand volume
- Lower costs
- Flat fees
- Expand the pie?
(to 80% latent market)

AI replace lawyers? No.





Knowledge Graphs





Nonprofit Standard

Taxonomy / Ontology
to Structure Legal Data





Exemplar Implementers



GIBSON DUNN

CLIFFORD
CHANCE
STINSON

goulston&storrs

PERKINS COIE

Ogletree
Deakins

Noerr Frost
Brown Todd
ATTORNEYS

Bilzin Sumberg

Fredrikson
& BYRON, P.A.

Crowell

netdocuments®

iManage

DocuSign®



THOMSON
REUTERS®



LITERA

lexsoft
systems

P E R S U I T



Mind Alliance
COLLABORATIVE INTELLIGENCE



LexisNexis®

Bloomberg
Law®

intapp™

Agiloft

upland



v|lex

DOCKET
ALARM

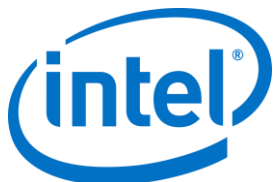
NextChapter®

Courtroom Insight

CourtAlert®

EXPERT WITNESS
PROFILER

LawToolBox



Microsoft

Many Others
that don't fit on this graphic

Price

- Up to \$25
- \$25 to \$50
- \$50 to \$100
- \$100 to \$200
- \$200 & above

Deals

Today's Deals

New Arrivals

- Last 30 days
- Last 90 days

Pattern

- Animal Print
- Camouflage
- Checkered
- Floral
- Geometric
- Plaid
- Polka Dots
- Solid
- Stars
- Striped

Special Sizes

- Juniors
- Petite
- Plus Size

Fit Type

- Fitted
- Loose
- Straight

PRICING

- Engagement Terms
 - Engagement - Amount in Controversy / Dispute
 - Engagement Arrangements
 - Engagement Fee Detail
 - Engagement Fee Model
 - By Capped Fee
 - By Contingency Fee
 - By Fixed Fee
 - By Goal
 - By Reverse Contingency
 - By Time
 - Retainer (Engagement Fee Model)
 - With Holdback / Bonus



FINDING

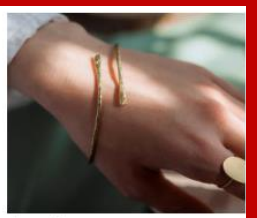
- Area of Law
 - Banking Law
 - Bankruptcy and Restructuring Law
 - CANADA: Municipal Law
 - Commercial and Trade Law
 - Constitutional and Civil Rights Law
 - Corporate Law
 - Criminal Law
 - Education Law
 - Energy Law



- Service
 - Advisory Service
 - Dispute Service
 - Financial Restructuring / Bankruptcy Practice
 - Regulatory Services (Non-Dispute)
 - Transactional Practice

- Document / Artifact
 - Document Components
 - Document Types
 - Legal Services Engagement Documents
 - Litigation Document
 - Project Management Document
 - Transactional Document

Overstock deals in Outlet



Jewelry



Pets



Electronics



Toys

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III. LEGAL STANDARD 3

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16 b. Plaintiffs Have Failed to Plead a Claim for Distributing Copies of Works from Which CMI Has Been Removed. 12

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22 4. Plaintiffs Fail to Allege a False Designation of Origin. 16

23 5. Plaintiffs Fail to State a Claim for Unjust Enrichment. 17

24 6. Plaintiffs Fail to State an Unfair Competition Claim. 18

25 7. Plaintiffs Fail to Adequately Plead a Violation of the CCPA. 19

26 8. Plaintiffs Fail to State a Claim for Negligence. 21

27 9. Plaintiffs Fail to State a Claim for Civil Conspiracy. 24

28 10. Plaintiffs Fail to State a Claim for Declaratory Relief. 25

V. CONCLUSION 25

What if a tool could extract:

- Just “Lack of Standing” arguments / citations?
- Just “Preemption” arguments / citations
- Just “DMCA” arguments / citations
- Just “Breach of Contract” arguments / citations?
- Just “Tortious Interference” arguments / citations?
- Etc.

...for every single *thing that matters*

And what if a tool could mark doc boundaries:

- ...between document sections
- ...for every single *thing that matters*

“IT DEPENDS...”



“There’s a tag for that.”

“How much does a deposition cost?”



Business of Law

Attended deposition for [redacted] Johnson	1	\$200
Reviewed notes taken during deposition	1	\$200
UTBMS Litigation		
▶ A100 Activities		
▶ E100 Expenses		
▶ L100 Case Assessment, Development and Administration		
▶ L200 Pre-Trial Pleadings and Motions		
▼ L300 Discovery		
○ L310 Written Discovery		
○ L320 Document Production		
○ L330 Deposition		
○ L340 Expert Discovery		
○ L350 Discovery Motions		
○ L390 Other Discovery		
▶ L400 Trial Preparation and Trial		
▶ L500 Appeal		

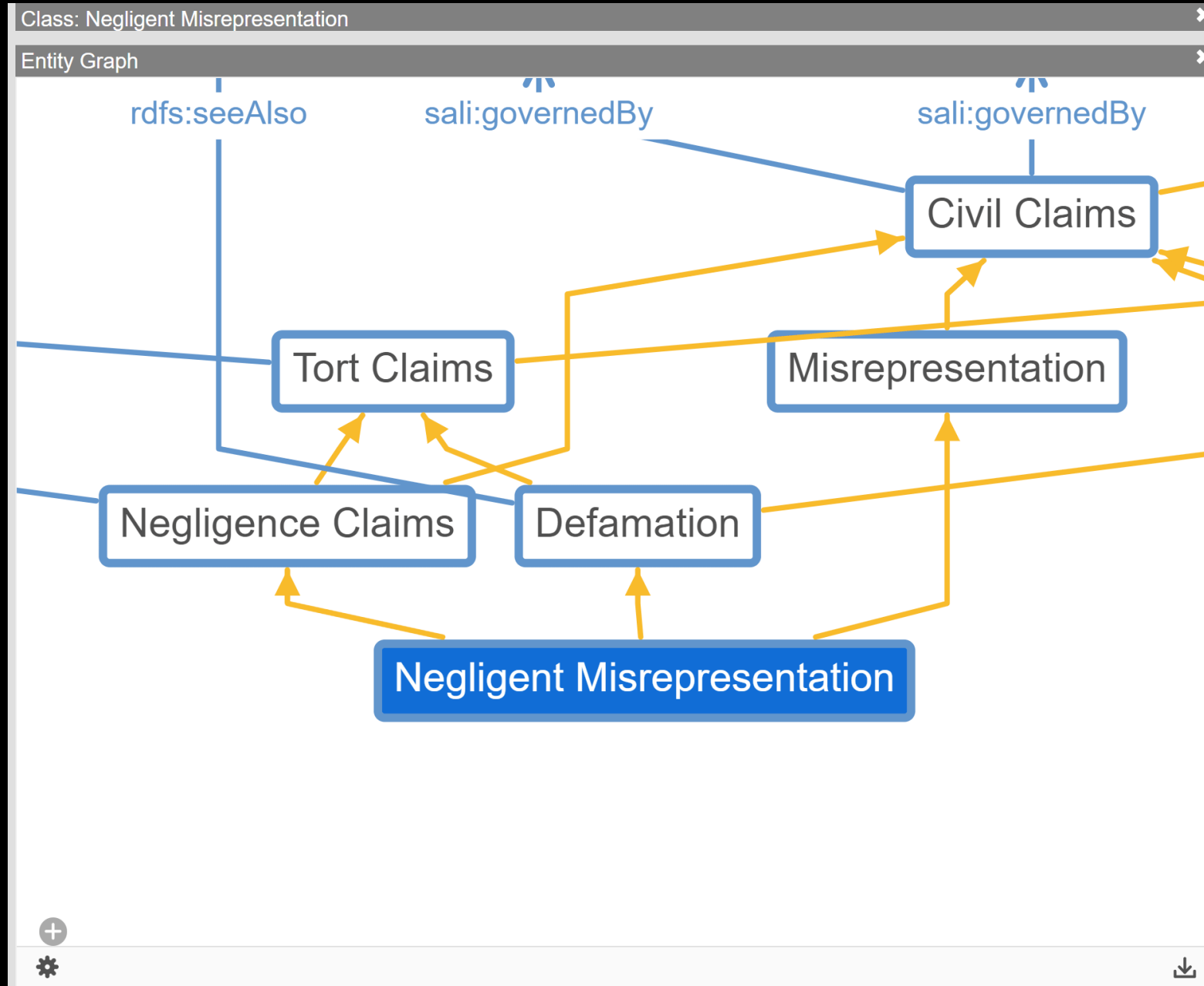


Substance of Law

“It depends...”

- Taking depo?
- Defending depo?
- Observing depo?
- Fact witness?
- Expert witness?
- Corporate Rep?
- And what **area of law**?
- Slip and fall?
- Patent Infringement?

“What kind of claim?”





Counting “it depends”

...and resolving lawyers’ arguments

...since 2017.

Matter Metadata

Matters

All Open Pending Closed

Actions	Matter
Edit	00217-Smith: GR - Representation
Edit	00366-Freshfields: Shoplifting Criminal Law Dispute
Edit	00367-Bot: Divorce
Edit	00368-Ashwoods: Contract Matter
Edit	00369-Jones: Property Dispute
Edit	00370-Booth: Dissolution of Marriage
Edit	00372-John: chhj
Edit	00373-McPherson: McPherson vs State of Washington (Driving)

Documents

Execution Copy

Transactional Law: M&A

AGREEMENT AND PLAN OF MERGER

by and between

THE BEAR STEARNS COMPANIES INC.

and

JPMORGAN CHASE & CO.

DATED AS OF MARCH 16, 2008

TABLE OF CONTENTS (TO BE UPDATED)

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1.1 The Merger	1
1.2 Effective Time	2
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Timekeeping + Project Mgmt.

Smith file #	1.7	Reviewed depositions, contracts, affidavits, and other file materials in preparation for drafting Narrative Statement of Undisputed Facts
IP: Patent Law		
Dispute		
	2.4	Prepared Legal Argument and Conclusions of Law section of summary judgment brief

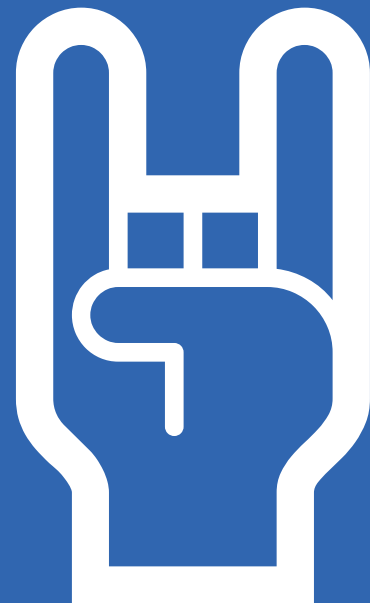


WHO TAGS?

1. Vendors? (NLP + ML)
2. Providers/Firms?
3. Clients (probably not)

Complete + Well-Structured Data?

YES, PLEASE!



What problems
does that solve?

Problem to solve:



Motion_FINAL_FINAL4_
REALLY_THE_LAST_ON
E_8.doc

DMS have the final version?
Provenance (source)?

I'M NOT SURE WHICH, BUT ONE OF THESE FIFTEEN PDF FILES IS THE FINAL DRAFT

by EMILY KLING

FinalDraft.pdf

FinalDraft_1.pdf

FinalDraft_1_Send_This_One.pdf

FinalFinalDraft_1_This_Draft_Is_Correct.pdf

FinalFinalDraft_1_This_Draft_Is_Correct.pdf

FINALDRAFT_1 NOW ITS BACK TO ONLY ONE FINAL BUT ITS IN CAPS.pdf

FINALDRAFT WITH EDITS INTEGRATED_1 OK THIS SEEMS PROMISING.pdf

FINALDRAFT WITH EDITS INCORPORATED_1 ALL THAS JUST GOING TO BE

FINALFINALDRAFT_1 OH MY GOD.pdf

FINALFINALFINALDRAFT_1 IT COULD BE ANY OF THESE.pdf

FINALFINALFINALFINALDRAFT_1 AND YET THERE CAN ONLY BE ONE.pdf

FINALFINALFINALFINALFINALFINALDRAFT_1 THERE CAN ONLY BE ONE GODDAMNIT.pdf

FinalDraft_2.pdf

FinalDraft.pdf

FinalDraft_1.pdf

FinalDraft_1_Send_This_one.pdf

FinalDraft_1_No_Actually_Send_This_one.pdf

FinalFinalDraft_1_This_Draft_Is_Correct.pdf

FinalFinalFinalDraft_1_This_One_Has_Three_Finals.pdf

FINAL_1_NOW_ITS_BACK_TO_ONLY_ONE_FINAL_BUT_IN_CAPS.pdf

FINALFINALFINALDRAFT_1_AND_YET_THERE_CAN_ONLY_BE_ONE.pdf

FinalDraft_2.pdf

National Presto Industries, Inc. v. U.S. Merchants Financial Group, Inc.

0:18-cv-03321 | Minnesota District Court

Augment DMS

Division DMN

Judge Judge Susan Richard Nelson

Filed Dec. 4, 2018

Terminated Feb. 10, 2023

Case Flags APPEAL, CLOSED, CV, and PROTO

Magistrate Magistrate Judge Leo I. Brisbois

Nature of Suit 840 Trademark

Cause 15:1125 Trademark Infringement (Lanham Act)

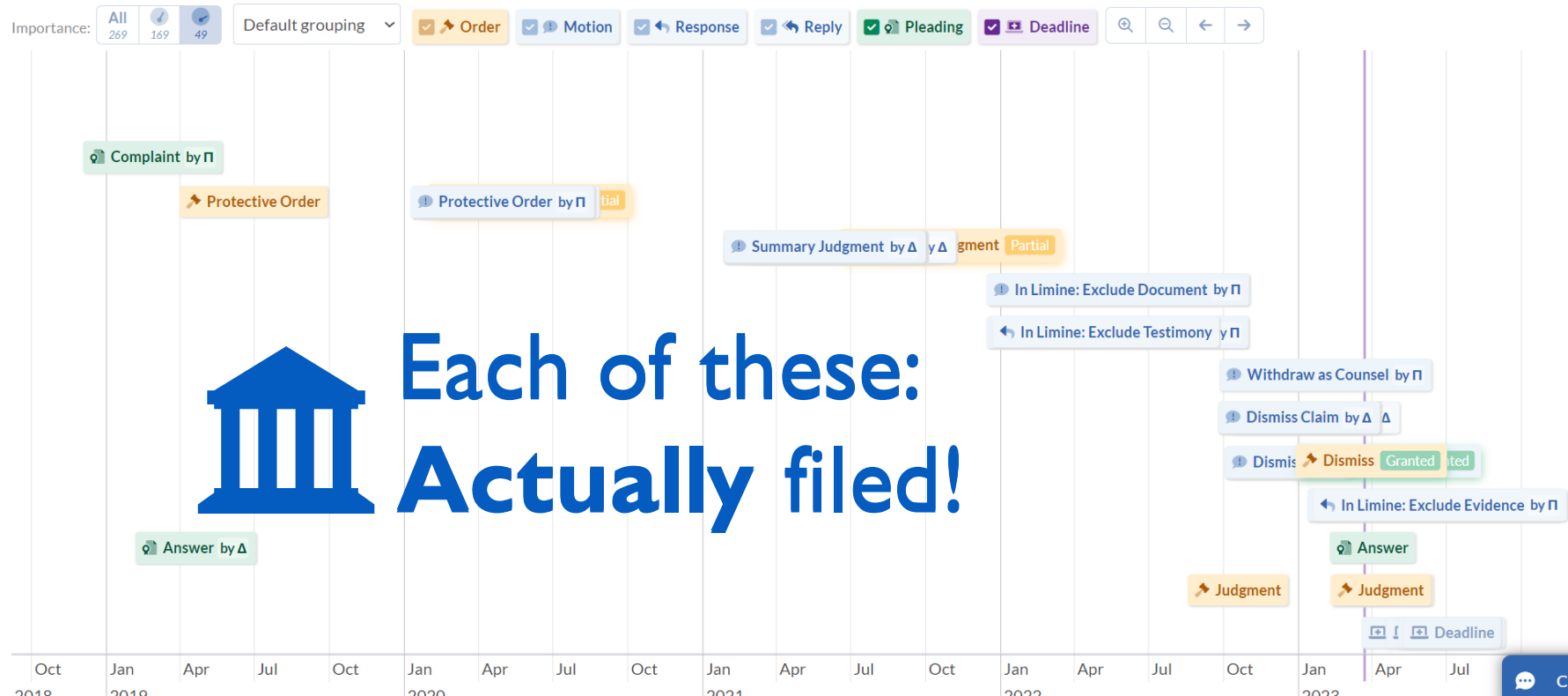
Jury Demand Both




Last Updated 14 hours ago [Update](#)

[Show Interactive Timeline](#)

 You and 2 others have been added to this alert by:
Michael Sander



 Each of these:
Actually filed!

Firm Ogletree

Category - Dispositive

 Track Search

 Export

 Download All

 API

 Summary Judgment by Δ



Judgment

Dispositive

1/28/2021

Verdi & Ogletree 

4,845 results sorted by **Newest (by filing date)** 

4,845 results

Statement
▼ Trial Court Practice Documents

- ▶ Affidavit
- Application
- ▶ Brief / Memorandum of Law
- ▶ Certificate
- Citation
- Civil Cover Sheet
- Corporate Disclosure Statement
- ▶ Declaration
- ▶ Discovery Documents
- Errata
- ▶ Exhibit
- Expert Disclosure
- ▶ Expert Report
- Initial Disclosures
- Memorandum
- Minutes

▼ Motions in Trial Courts

- Anti-SLAPP Motion
- Cross-Motion
- ▶ Discovery Motions

▼ Dispositive Motions

- Motion for Judgment Notwithstanding the Verdict (JNOV)
- Motion for Judgment as a Matter of Law (JAML)
- Motion for Judgment of Acquittal
- Motion for Judgment on Partial Findings

Motion for Summary Judgment

- Motion for Summary Adjudication
- Motion for Summary Judgment
- Motion to Correct Record

! Summary Judgment by Δ

DOCKET A L A R M



Judgment

Dispositive



Exemplar Implementers

DLA PIPER
GIBSON DUNN *goulston&storrs*
CLIFFORD CHANCE
PERKINS COIE
Ogletree Deakins
Noerr
Frost Brown Todd
Bilzin Sumberg
Crowell
Fredrikson & Byrson, P.A.

THOMSON REUTERS®
LexisNexis®
Bloomberg Law®
fastcase®
DOCKET ALARM
NextChapter®
Courtroom Insight
EXPERT WITNESS PROFILER
LawToolBox

netdocuments®
iManage
DocuSign®

LITERA
lexsoft systems
Agiloft
upland
Mind Alliance
COLLABORATIVE INTELLIGENCE

intel
Microsoft

Many Others that don't fit on this graphic

Problem to solve:



“What are my odds of winning...

- ...this motion
- ...for this case type
- ...in this court
- ...before this judge?

Nature of Suit 840 Trademark

Cause 15:1125 Trademark Infringement (Lanham Act)

Jury Demand Both

PHOTO

Show Interactiv

Response Reply Pleading Deadline

ial

Summary Judgment by Δ y Δ gment Partial

In Limine: Exclude Document by Π

Problem to solve:



“Show me winning motions like mine!”

- ...for this case type
- ...in this court
- ...before this judge

Judge Susan Nelson

Motion for Summary Judgment, Order,

Granted

98 results

Show Interactive Timeline

Judge Susan Nelson Motion for Summary Judgment, Order, Granted X

98 results sorted by Newest (by filing date) v

No. 61 ORDER granting 35 Motion for Summary Judgment

Document Forslund et al v. Experian Information Solutions, Inc. et al, 0:21-cv-00731, No. 61 (D.Minn. Oct. 6, 2022)

Motion for Summary Judgment Granted

Jenna Dakroub and Michael J. Plati, Price Law Group, APC, 8245 N. 85th Way, Scottsdale, AZ 85258, for Plaintiffs Callie Barr and Eric A. Nicholson, Jones Day, 150 W. Jefferson Ave., Ste.

Experian asserts that the reports correctly reflected the status of Plaintiffs' debt with Chrysler Capital as of June 2020, the date of the last listed update, as open, with an outstanding balance of \$10,776 and a monthly payment of \$468.

Accordingly, the Court finds this testimony, in the absence of any corroborating evidence in the record, does not raise a genuine issue of disputed material fact as to whether Plaintiffs suffered from severe emotional distress.

At times during his testimony, Mr. Forslund suggested that his frustration was attributable to the protracted nature of this litigation rather than the credit report, stating, "[I] planned on being able to be done with this bankruptcy and not have to keep going into stuff, i.e. today, and keep drumming it up.

Accordingly, Plaintiffs fail to clear the high bar of demonstrating recklessness or a conscious disregard of their rights by Experian sufficient to create a genuine issue of disputed material fact to survive summary judgment.

Cite Document Analyze

ROTO

Response Reply Pleading Deadline

Summary Judgment by Judgment Partial



Problem to solve:



“What **experience** do we have?”

- ...with this **document type**
- ...in this **case type**
- ...in this **court**
- ...before this **judge**



Analytics Reports

Summary

Top Parties

Result 1
Result 11

Top Attorneys

Result 1
Result 11

Top Courts

Result 1
Result 11

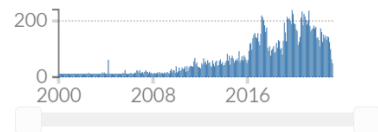
Top Judges

Result 1
Result 11

Top Case Types

Result 1
Result 11

Case Filed Filter



Jan. 1, 2000 to Mar. 21, 2023

Custom Date Filter X

Year-To-Date

Last Year

Trailing 12 Mos.

Trailing 5 Years

Filter by Representation

Jurisdiction Type

Law Firm Profile for Firm Ogletree



Summary for Firm Ogletree

Jurisdiction Ogletree Remove Firm Exact Verdi & Ogletree

Remove Firm Exact Wiggins Sewell & Ogletree

Cases from Jan 1, 2000 to Mar 21, 2023

Show Law Firm Gender

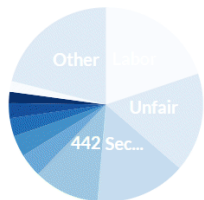
Party Preference

57% Defendant

Party Roles

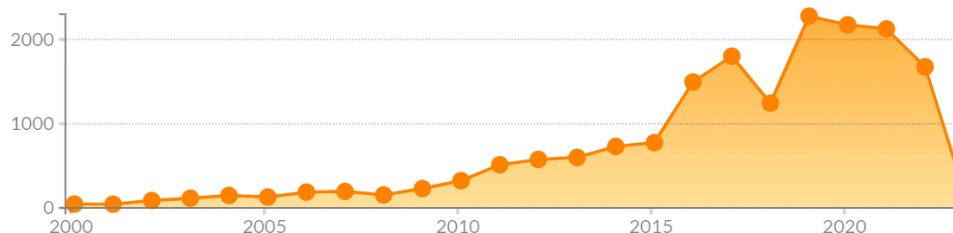
Defendant: 14,185 proceedings
Charged Party / Respondent: 5459 proceedings
Employer: 979 proceedings
Plaintiff: 1475 proceedings
Defendant - Respondent: 745 proceedings

Case Type Preference



Of 28966 proceedings, 5748 have Case Type Labor.

New Proceedings Each Month



OVERALL

17,400

new proceedings

AVERAGE RATE

2.1/day

average new proceedings overall

PAST 3 MONTHS

240

total new proceedings in the past three months

AVERAGE RATE FOR PAST 3 MONTHS

2.7/day

average new proceedings in the past three months

Chat with support

Problem to solve:



“Which other firms does my client hire?”

- ...and for what kinds of work?
- ...and do I have better performance?



Analytics Reports

Summary

Law Firm Histogram

Top Law Firms

Result 1

Result 11

Top Attorneys

Result 1

Result 11

Top Courts

Result 1

Result 11

Top Case Types

Result 1

Result 11

Top Judges

Result 1

Result 11

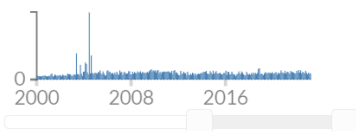
Non-Representing Law Firm Histogram

Top Non-Representing Law Firms

Result 1

Result 11

Case Filed Filter



Mar. 21, 2013 to Mar. 21, 2023

Custom Date Filter X

Year-To-Date

Last Year

Trailing 12 Mos.

Trailing 5 Years

Party Profile for Party Hartford Life



Summary for Party Hartford Life

Cases from Mar 21, 2013 to Mar 21, 2023

Party Preference

6% Plaintiff



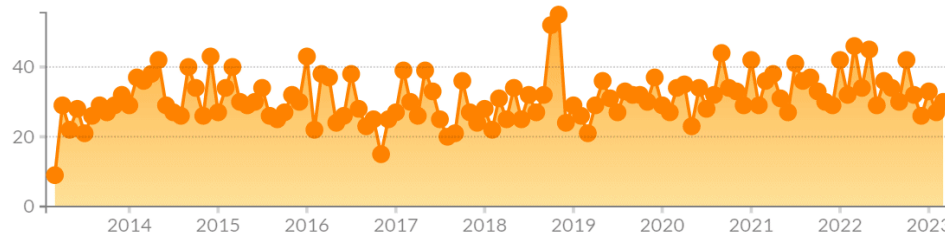
Party Roles
112 proceedings as Plaintiff
1814 proceedings as Defendant

Case Type Preference



Of 2524 proceedings, 1591 have Case Type 791 Employee Retirement (ERISA).

New Proceedings Each Month



OVERALL

3,762
new proceedings

AVERAGE RATE

1.0/day
average new proceedings overall

PAST 3 MONTHS

97
total new proceedings in the past three months

AVERAGE RATE FOR PAST 3 MONTHS

1.1/day
average new proceedings in the past three months

Law Firm Histogram for Party Hartford Life

Cases from Mar 21, 2013 to Mar 21, 2023

Chat with support

Problem to solve:



“A long document was just filed – what does it say?”

- E.g., Complaint
- E.g., New Motion
- E.g., New filing = innocuous?

IC.

IC.,

unter

3/9/2023



[746](#)

 **Motion for Bifurcation** Granted

ORDER granting [744](#) Joint Motion to
(Entered: 03/09/2023)

3/8/2023


[745](#)

 **Motion for Bifurcation** by 

PROPOSED ORDER TO JUDGE re [74](#)
Attorney's Fees filed by U.S. Merchants

3/8/2023

[744](#)

 **Motion for Bifurcation** by 

Joint MOTION to Bifurcate *Adjudicati*
Group, Inc.. (Manske, William) (Entere

3/6/2023

[743](#)

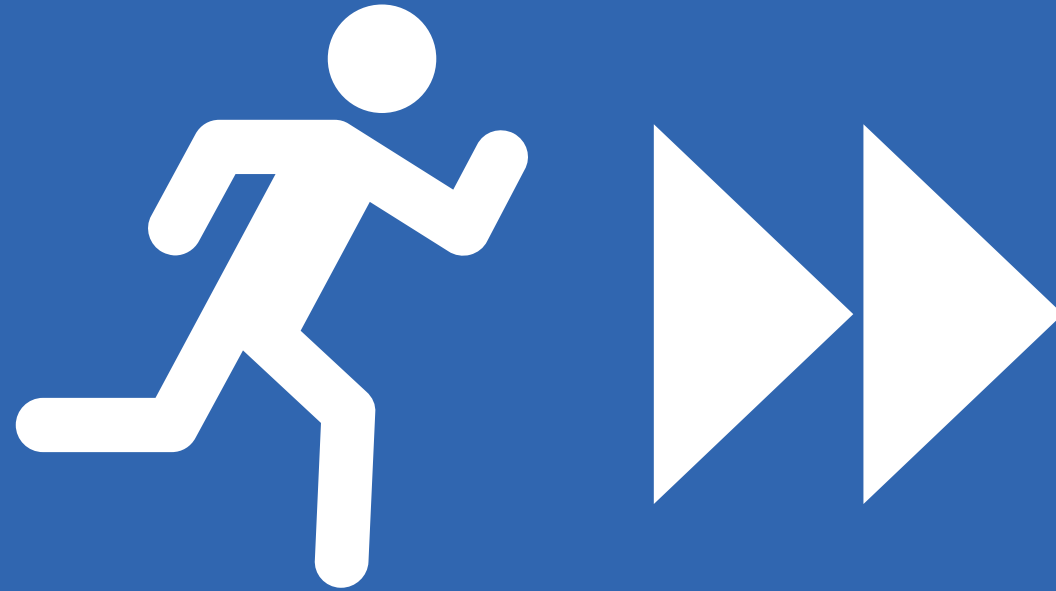
NOTICE of Withdrawal as Attorney fo

 **Order**

3/24/2023

[742](#)

Problem to solve:



“How to quickly get up to speed?”

- What important filings?
- What outcomes?



INFORMATION

Track Docket

Download Docs

Export

Analytics



Filter docket entries

Click on a party to display counsel information.

PLAINTIFF

National Presto Industries, Inc.

DEFENDANT

U.S. Merchants Financial Group, Inc.

OTHER PARTIES

U.S. Merchants Financial Group, Inc., Counter Claimant

National Presto Industries, Inc., Counter Defendant

National Presto Industries, Inc. v. U.S. Merchants Financial Group, Inc.

0:18-cv-03321 | Minnesota District Court

Division DMN

Magistrate Magistrate Judge Leo I. Brisbois

Judge Judge Susan Richard Nelson

Nature of Suit 840 Trademark

Filed Dec. 4, 2018

Cause 15:1125 Trademark Infringement (Lanham Act)

Terminated Feb. 10, 2023

Case Flags APPEAL, CLOSED, CV, and PROTO

Jury Demand Both

Last Updated an hour ago [Update](#)

Show Interactive Timeline



You and 2 others have been added to this alert by: Michael Sander

Upcoming Events

4 Weeks
4/19/2023



742 Filed 02/24/23 Page 2 of 2 April 19, 2023 May 10, 2023

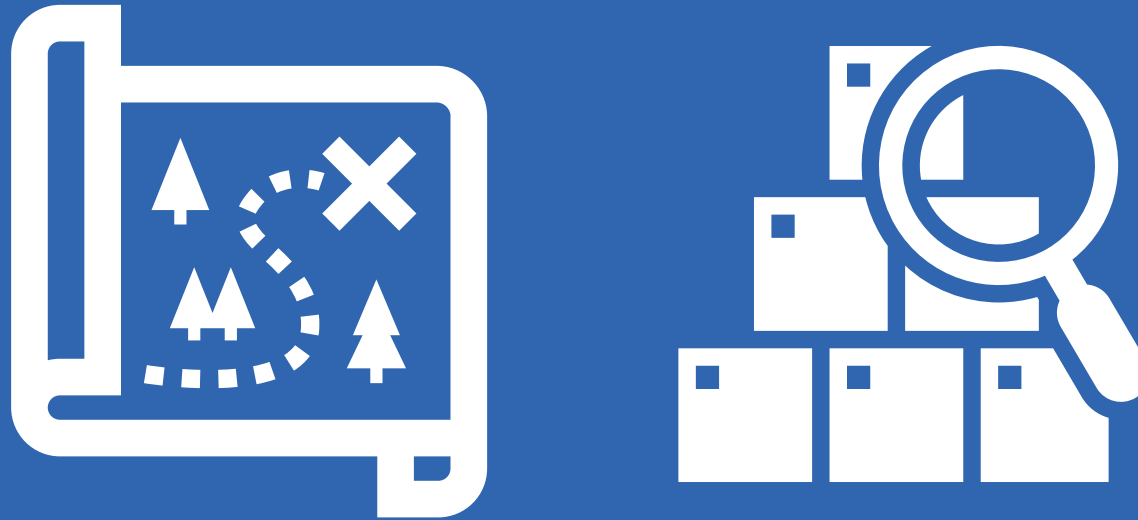
Source

6 Weeks



Chat with support

Problem to solve:



How to quickly find things I need?

- ...in my cases?
- ...in my client's cases?

Problem to solve:



“What **claims** have we done?”

- ...with this **document type**
- ...in this **court**
- ...before this **judge**



Nature of Suit Codes suck

Nature of Suit 840 Trademark

Cause 15:1125 Trademark Infringement (Lanham Act)

COUNT I – FEDERAL TRADE DRESS INFRINGEMENT UNDER 15 U.S.C. § 1125 FOR THE AESTHETIC APPEARANCE OF THE PRODUCT

36 Plaintiff re-alleges and incorporates by reference the foregoing paragraphs as

which National Presto has no adequate remedy at law.

COUNT IV – FEDERAL TRADEMARK INFRINGEMENT UNDER 15 U.S.C. § 1125

82 Plaintiff re-alleges and incorporates by reference the foregoing paragraphs as

COUNT V – FALSE DESIGNATION OF ORIGIN ON THE SALES RECEIPTS UNDER 15 U.S.C. § 1125

93 Plaintiff re-alleges and incorporates by reference the foregoing paragraphs as

COUNT VI – COPYRIGHT INFRINGEMENT UNDER 17 U.S.C. § 501

98 Plaintiff re-alleges and incorporates by reference the foregoing paragraphs as



“Find cases’
claims”



COUNT I – FEDERAL TRADE DRESS INFRINGEMENT UNDER 15 U.S.C. § 1125 FOR THE AESTHETIC APPEARANCE OF THE PRODUCT

36 Plaintiff re-alleges and incorporates by reference the foregoing paragraphs as which National Presto has no adequate remedy at law.

COUNT IV – FEDERAL TRADEMARK INFRINGEMENT UNDER 15 U.S.C. § 1125

82 Plaintiff re-alleges and incorporates by reference the foregoing paragraphs as

COUNT V – FALSE DESIGNATION OF ORIGIN OF THE SALES RECEIPTS UNDER 15 U.S.C. § 1125

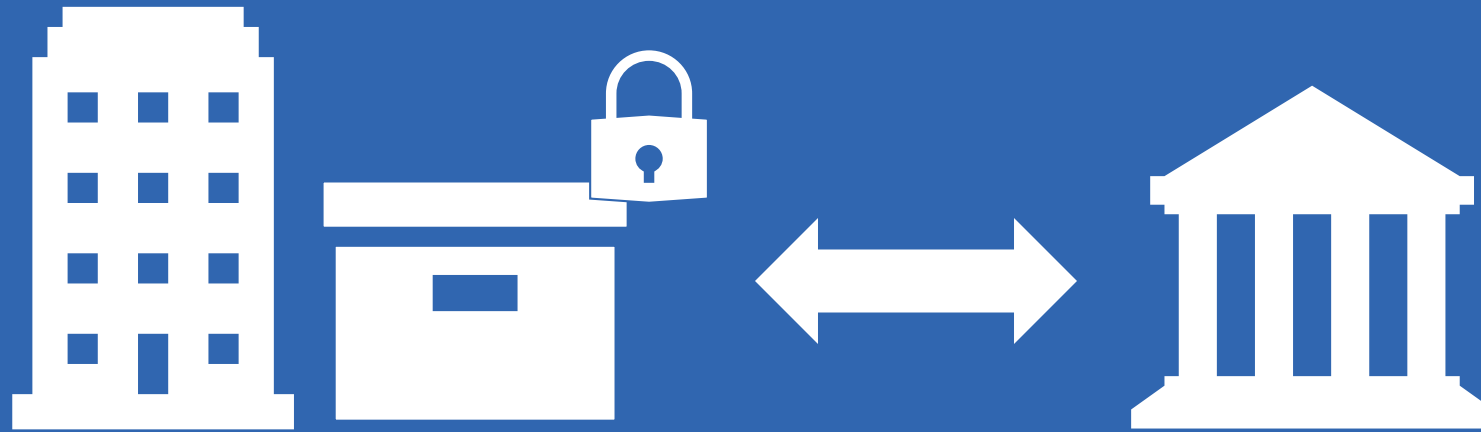
93 Plaintiff re-alleges and incorporates by reference the foregoing paragraphs as

COUNT VI – COPYRIGHT INFRINGEMENT UNDER 17 U.S.C. § 501

98 Plaintiff re-alleges and incorporates by reference the foregoing paragraphs as



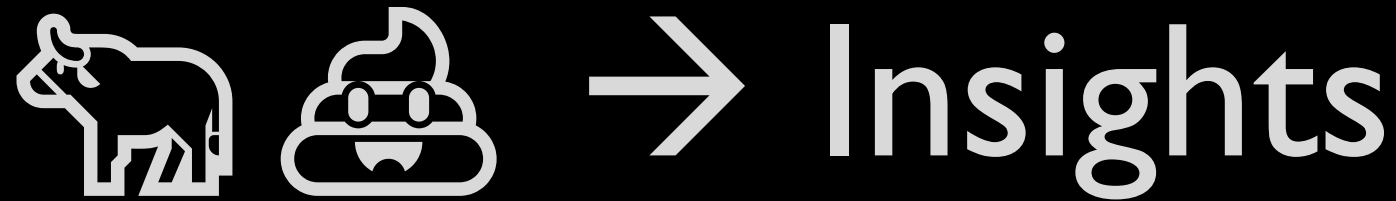
Problem to solve:






Merge Private Data → Public Data

- Draft → Final (as filed)
- Unstructured → Well Structured
- Public Work Product → Private Billing Data

LARGE LANGUAGE MODELS



ChatGPT

 Examples	 Capabilities	 Limitations
"Explain quantum computing in simple terms" →	Remembers what user said earlier in the conversation	May occasionally generate incorrect information
"Got any creative ideas for a 10 year old's birthday?" →	Allows user to provide follow-up corrections	May occasionally produce harmful instructions or biased content
"How do I make an HTTP request in Javascript?" →	Trained to decline inappropriate requests	Limited knowledge of world and events after 2021

ChatGPT Feb 13 Version. Free Research Preview. Our goal is to make AI systems more natural and safe to interact with. Your feedback will help us improve.

Generative AI



Uses of Large Language Models (LLMs)

1. Generative AI

1. “Write me a...”
2. Hallucinatory?

2. Generative-Extractive AI (Gen-Ex AI)

1. Summarize
2. Create Counterarguments
3. Create Chronology
4. Create Decision Tree
5. Convert to IF THEN
6. Ideate responses
7. Classify (tag)
8. Create...
 1. ...bullet points
 2. ...table of structured data (rows/columns)

Legal Writing Approaches

Bullshitter

1. Write Text [NO sources]



1. "This thing is true." [Trust me!]

2. Bad lawyering



Searcher

2. Write Text + Find Sources [to match text]

1. "This thing is true." + find support (Smith v. Jones)

2. Mediocre lawyering

Researcher

3. Find Sources + Write Text [from sources]


1. Read Smith v. Jones + write/quote excerpts


2. Good lawyering [but slow/hard]

Approaches

Bullshitter



 Write a legal brief outlining a breach of contract claim under California law.

 A breach of contract claim under California law occurs when one party to a contract fails to perform their obligations under the agreement without a legally valid excuse. In order to succeed on a breach of contract claim, the following elements must be established: *Needs cite!*

1. the existence of a contract: This can be either an express contract, where the terms are explicitly stated, or an implied contract, where the terms are inferred from the actions of the parties.
2. the performance of the contract by one party: The party bringing the claim must show that they have fulfilled their obligations under the contract.
3. the breach of contract by the other party: The party being sued must have failed to perform their obligations under the contract.
4. damages: The party bringing the claim must have suffered some type of loss as a result of the other party's breach.

Even a lawyer??

In California, there are several different types of breaches of contract, including material breach, minor breach, and anticipatory breach. A material breach is a significant failure to perform the contract, which allows the non-breaching party to treat the contract as terminated and seek damages. A minor breach is a less serious failure to perform, which does not allow the non-breaching party to terminate the contract, but does allow them to seek damages. An anticipatory breach is a statement or action by one party indicating that they do not intend to perform their obligations under the contract. This allows the non-breaching party to treat the contract as breached and seek damages.

Seriously, this is embarrassing!

If the party bringing the claim is able to prove all of these elements, they may be entitled to damages to compensate them for their losses. These damages may include compensatory damages, which are intended to put the non-breaching party in the position they would have been in had the contract been performed, and consequential damages, which are intended to compensate the non-breaching party for losses that were a foreseeable result of the breach. In some cases, the non-breaching party may also be entitled to attorneys' fees and costs.

Dismissed! SANCTIONS!

Approaches



Searcher

Write a legal brief outlining a breach of contract claim under California law.

A breach of contract claim under California law occurs when one party to a contract fails to perform their obligations under the agreement without a legally valid excuse. In order to succeed on a breach of contract claim, the following elements must be proven:

1. the existence of a contract: The party bringing the claim must show that the terms of the contract were agreed upon and that the contract was enforceable. The contract may be inferred from the actions of the parties.
2. the performance of the contract by one party: The party bringing the claim must show that they have performed their obligations under the contract.
3. the breach of contract by the other party: The party bringing the claim must show that the other party failed to perform their obligations under the contract.
4. damages: The party bringing the claim must show that they have suffered a loss as a result of the other party's breach of contract.

In California, there are several different types of breach of contract, including material breach, minor breach, and anticipatory breach. A material breach is a significant failure to perform the contract, which allows the non-breaching party to treat the contract as terminated and seek damages. A minor breach is a less serious failure to perform, which does not allow the non-breaching party to terminate the contract, but does allow them to seek damages. An anticipatory breach is a statement or action by one party indicating that they intend to breach the contract. This allows the non-breaching party to seek damages.

(((breach /2 contract) /10 (fail! /2 perform!)) and excuse

Current Sources: C.D. Cal. X Cal. Super. X Cal. App. Dep't Super. Ct. X Cal. App. X Cal. Sup. Ct. X

Jurisdictions

It is well established that the elements to a cause of action for damages for breach of contract are "(1) the contract, (2) plaintiff's performance or excuse for nonperformance, (3) defendant's breach, and (4) the resulting damages to plaintiff." (*Careau & Co. v. Security Pacific Business Credit, Inc.* (1990) 222 Cal.App.3d 1371, 1388.)

Generative AI Implementation?

1. Propositions first (machine chooses)
2. Citations next (NLP-ish query)

Searcher



Write a legal brief outlining a breach of contract claim under California law.



A breach of contract claim under California law occurs when one party to a contract fails to perform their obligations under the agreement without a legally valid excuse. In order to succeed on a breach of contract claim, the



It is well established that the elements to a cause of action for damages for breach of contract are "(1) the contract, (2) plaintiff's performance or excuse for nonperformance, (3) defendant's breach, and (4) the resulting damages to plaintiff." (*Careau & Co. v. Security Pacific Business Credit, Inc.* (1990) 222 Cal.App.3d 1371, 1388.)

Researcher

- Under Rule 12(b)(6), a dismissal can be based on a lack of cognizable legal theory or a lack of sufficient facts alleged under a cognizable legal theory.
- While a complaint attacked by a Rule 12(b)(6) motion to dismiss does not need detailed factual allegations, a plaintiff's obligation to provide the 'grounds' of his 'entitle[ment] to relief' requires more than labels and conclusions, and a formulaic recitation of the elements of a cause of action will not do.
- Defendants argue that Plaintiffs Carlos Castro and Lisa Castro's ("Plaintiffs") Complaint should be dismissed because it fails to properly allege all elements of Plaintiffs' breach of contract claim.
- The elements for a breach of contract claim are: (1) the existence of the contract; (2) performance by the plaintiff or excuse for nonperformance; (3) breach by the defendant; and (4) damages.

The Court hereby **DENIES** Defendants' Motion to Dismiss pursuant to Federal Rule of Civil Procedure 12(b) Under Rule 12(b)(6), a dismissal can be

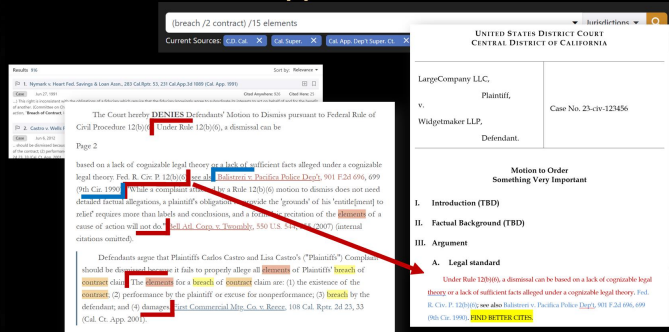
Page 2

based on a lack of cognizable legal theory or a lack of sufficient facts alleged under a cognizable legal theory. Fed. R. Civ. P. 12(b)(6); see also Balistreri v. Pacifica Police Dep't, 901 F.2d 696, 699 (9th Cir. 1991) "While a complaint attacked by a Rule 12(b)(6) motion to dismiss does not need detailed factual allegations, a plaintiff's obligation to provide the 'grounds' of his 'entitle[ment] to relief' requires more than labels and conclusions, and a formulaic recitation of the **elements** of a cause of action will not do." Bell Atl. Corp. v. Twombly, 550 U.S. 544, 555 (2007) (internal citations omitted).

Defendants argue that Plaintiffs Carlos Castro and Lisa Castro's ("Plaintiffs") Complaint should be dismissed because it fails to properly allege all **elements** of Plaintiffs' **breach** of **contract** claim. The **elements** for a **breach** of **contract** claim are: (1) the existence of the **contract**; (2) performance by the plaintiff or excuse for nonperformance; (3) **breach** by the

Generative "AI" Implementation?

Irony Quotes
Intended



1. Propositions first (user chooses)
2. Citations next

Researcher

- Under Rule 12(b)(6), a dismissal can be based on a lack of cognizable legal theory or a lack of sufficient facts alleged under a cognizable legal theory.
 - Castro v. Wells Fargo Bank, N.A. (C.D. Cal. 2012)
 - Fed. R. Civ. P. 12(b)(6)
 - Balistreri v. Pacifica Police Dep't, 901 F.2d 696, 699 (9th Cir. 1990).
- While a complaint attacked by a Rule 12(b)(6) motion to dismiss does not need detailed factual allegations, a plaintiff's obligation to provide the 'grounds' of his 'entitlement' to relief requires more than labels and conclusions, and a formulaic recitation of the elements of a cause of action will not do.
 - Castro v. Wells Fargo Bank, N.A. (C.D. Cal. 2012)
 - First Commercial Mtg. Co. v. Reece, 108 Cal. Rptr. 2d 23, 33 (Cal. Ct. App. 2001)
- Defendants argue that Plaintiffs Carlos Castro and Lisa Castro's ("Plaintiffs") Complaint should be dismissed because it fails to properly allege all elements of Plaintiffs' breach of contract claim.
- The elements for a breach of contract claim are: (1) the existence of the contract; (2) performance by the plaintiff or excuse for nonperformance; (3) breach by the defendant; and (4) damages.
 - Castro v. Wells Fargo Bank, N.A. (C.D. Cal. 2012)
 - First Commercial Mtg. Co. v. Reece, 108 Cal. Rptr. 2d 23, 33 (Cal. Ct. App. 2001).

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Defendants argue that Plaintiffs Carlos Castro and Lisa Castro's ("Plaintiffs") Complaint should be dismissed because it fails to properly allege all **elements** of Plaintiffs' **breach** of **contract** claim. The **elements** for a **breach** of **contract** claim are: (1) the existence of the

Which is better?

Bullshitter

1 Write a legal brief outlining a breach of contract claim under California law.

Good!

A breach of contract claim under California law occurs when one party to a contract fails to perform their obligations under the agreement or the contract fails to perform their obligations under the agreement with a legally valid excuse. In order to succeed on a breach of contract claim, the following elements must be established:

1. the existence of a contract: This can be either an express contract where the terms are explicitly stated, or an implied contract, where the terms are inferred from the actions of the parties.
2. the performance of the contract by one party: The party bringing the claim must show that they have fulfilled their obligations under the contract.
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4. damages: The party bringing the claim must have suffered a loss as a result of the other party's breach.

Needs cite!

In California, there are several different types of breaches of contract, including material breach, minor breach, and anticipatory breach. A material breach is a significant failure to perform the contract, which allows the non-breaching party to treat the contract as terminated and seek damages. A minor breach is a less significant failure to perform the contract, which allows the non-breaching party to sue for damages but not to terminate the contract.

Searcher

With Cites!

1 Write a legal brief outlining a breach of contract claim under California law.

A breach of contract claim under California law occurs when one party to a contract fails to perform their obligations under the agreement or the contract fails to perform their obligations under the agreement with a legally valid excuse. In order to succeed on a breach of contract claim, the following elements must be established:

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4. damages: The party bringing the claim must have suffered a loss as a result of the other party's breach.

Researcher

With Cites!

(breach /2 contract) /15 elements

Current Sources: C.D. Cal. X Cal. Super. X Cal. App. Dep't Super. Ct. X

Results 916

Sort by: Relevance

1. Nymark v. Heart Fed. Savings & Loan Assn., 283 Cal. App.3d 1089 (Cal. App. 1991)

Case Jun 27, 1991

Cited Anywhere: 926 Cited Here: 25

2. Castro v. Wells Fargo Bank, N.A., 2012 WL 242333 (Cal. Ct. App. 2012)

Case Jun 6, 2012

The Court hereby DENIES Defendants' Motion to Dismiss pursuant to Federal Rule of Civil Procedure 12(b)(6). Under Rule 12(b)(6), a dismissal can be

Page 2

based on a lack of cognizable legal theory or a lack of sufficient facts alleged under a cognizable legal theory. Fed. R. Civ. P. 12(b)(6) (see also [Balistreri v. Pacifica Police Dep't](#), 901 F.2d 696, 699 (9th Cir. 1990)). While a complaint attacked by a Rule 12(b)(6) motion to dismiss does not need detailed factual allegations, a plaintiff's obligation to provide the 'grounds' of his 'entitle[ment] to relief' requires more than labels and conclusions, and a formulaic recitation of the elements of a cause of action will not do." [Bell Atl. Corp. v. Twombly](#), 550 U.S. 544, 555 (2007) (internal citations omitted).

Defendants argue that Plaintiffs Carlos Castro and Lisa Castro's ("Plaintiffs") Complaint should be dismissed because it fails to properly allege all elements of Plaintiffs' breach of contract claim. The elements for a breach of contract claim are: (1) the existence of the contract; (2) performance by the plaintiff or excuse for nonperformance; (3) breach by the defendant; and (4) damages. [First Commercial Mfg. Co. v. Reece](#), 108 Cal. Rptr. 2d 23, 33 (Cal. Ct. App. 2001).

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

LargeCompany LLC,
Plaintiff,
v.
Widgetmaker LLP,
Defendant.

Case No. 23-civ-123456

Motion to Order
Something Very Important

- I. Introduction (TBD)
- II. Factual Background (TBD)
- III. Argument

A. Legal standard

Under Rule 12(b)(6), a dismissal can be based on a lack of cognizable legal theory or a lack of sufficient facts alleged under a cognizable legal theory. Fed. R. Civ. P. 12(b)(6); see also [Balistreri v. Pacifica Police Dep't](#), 901 F.2d 696, 699 (9th Cir. 1990). FIND BETTER CITES.

Generative AI Implementation?

Bullshitter

The screenshot shows a chat interface where a user asks for a legal brief on breach of contract under California law. The AI responds with a structured brief. Handwritten red annotations are present: 'Good!' next to the prompt, 'cite?!' and 'Needs cite!' near the introductory paragraph, 'Even a lawyer???' near the list of elements, and 'seriously, this is embarrassing!', 'Dismissed!', and 'SANCTIONS!' near the concluding paragraph.

Write a legal brief outlining a breach of contract claim under California law.

A breach of contract claim under California law occurs when one party to a contract fails to perform their obligations under the agreement without a legally valid excuse. In order to succeed on a breach of contract claim, the following elements must be established:

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3. the breach of contract by the other party: The party being sued must have failed to perform their obligations under the contract.
4. damages: The party bringing the claim must have suffered some type of loss as a result of the other party's breach.

In California, there are several different types of breaches of contract, including material breach, minor breach, and anticipatory breach. A material breach is a significant failure to perform the contract, which allows the non-breaching party to treat the contract as terminated and seek damages. A minor breach is a less serious failure to perform, which does not allow the non-breaching party to terminate the contract, but does allow them to seek damages. An anticipatory breach is a statement or action by one party indicating that they do not intend to perform their obligations under the contract. This allows the non-breaching party to treat the contract as breached and seek damages. If the party bringing the claim is able to prove all of these elements, they may be entitled to damages to compensate them for their losses. These damages may include compensatory damages, which are intended to put the non-breaching party in the position they would have been in had the contract been performed, and consequential damages, which are intended to compensate the non-breaching party for losses that were a foreseeable result of the breach. In some cases, the non-breaching party may also be entitled to attorneys' fees and costs.

Nonstarter.

Competitors who try this will fail.

Which is better?

Bullshitter

1 Write a legal brief outlining a breach of contract claim under California law.

A breach of contract claim under California law occurs when one party to a contract fails to perform their obligations under the agreement without a legally valid excuse. In order to succeed on a breach of contract claim, the following elements must be established:

1. the existence of a contract: This can be either an express contract where the terms are explicitly stated, or an implied contract, where the terms are inferred from the actions of the parties.
2. the performance of the contract by one party: The party bringing the claim must show that they have fulfilled their obligations under the contract.
3. the breach of contract by the other party: The party being sued must have failed to perform their obligations under the contract.
4. damages: The party bringing the claim must have suffered a **some** loss as a result of the other party's breach.

Good!
cite?
Needs cite!

In California, there are several different types of breaches of contract, including material breach, minor breach, and anticipatory breach. A material breach is a significant failure to perform the contract, which allows the non-breaching party to terminate the contract and seek damages.

Searcher **With Cites!**

Write a legal brief outlining a breach of contract claim under California law.

A breach of contract claim under California law occurs when one party to a contract fails to perform their obligations under the agreement without a legally valid excuse. In order to succeed on a breach of contract claim, the following elements must be established:

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3. the breach of contract by the other party: The party being sued must have failed to perform their obligations under the contract.
4. damages: The party bringing the claim must have suffered a **some** loss as a result of the other party's breach.

Search bar: ((breach /2 contract) /10 (fail! /2 perform!)) and excuse

Current Sources: C.D. Cal. Cal. Super. Cal. App. Dep't Super. Ct. Cal. App. Cal. Sup. Ct.

Researcher

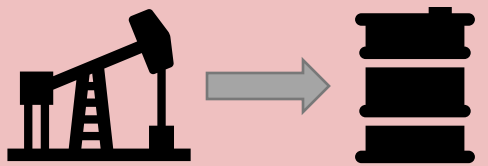
With Cites!

- Under Rule 12(b)(6), a dismissal can be based on a lack of cognizable legal theory or a lack of sufficient facts alleged under a cognizable legal theory.
- While a complaint attacked by a Rule 12(b)(6) motion to dismiss does not need detailed factual allegations, a plaintiff's obligation to provide the 'grounds' of his 'entitlement to relief' requires more than labels and conclusions, and a formulaic recitation of the elements of a cause of action will not do.
- Defendants argue that Plaintiffs Carlos Castro and Lisa Castro's ("Plaintiffs") Complaint should be dismissed because it fails to properly allege all elements of Plaintiffs' breach of contract claim.
- The elements for a breach of contract claim are: (1) the existence of the contract; (2) performance by the plaintiff or excuse for nonperformance; (3) breach by the defendant; and (4) damages.

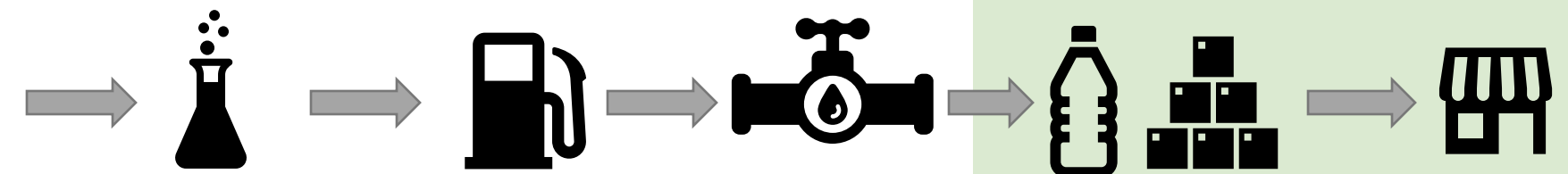
The Court hereby **DENIES** Defendants' Motion to Dismiss pursuant to Federal Rule of Civil Procedure 12(b)(6). Under Rule 12(b)(6), a dismissal can be based on a lack of cognizable legal theory or a lack of sufficient facts alleged under a cognizable legal theory. Fed. R. Civ. P. 12(b)(6); see also *Balistreri v. Pacifica Police Dep't*, 901 F.2d 696, 699 (9th Cir. 1991). "While a complaint attacked by a Rule 12(b)(6) motion to dismiss does not need detailed factual allegations, a plaintiff's obligation to provide the 'grounds' of his 'entitlement to relief' requires more than labels and conclusions, and a formulaic recitation of the elements of a cause of action will not do." *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007) (internal citations omitted).

Defendants argue that Plaintiffs Carlos Castro and Lisa Castro's ("Plaintiffs") Complaint should be dismissed because it fails to properly allege all elements of Plaintiffs' breach of contract claim. The elements for a breach of contract claim are: (1) the existence of the contract; (2) performance by the plaintiff or excuse for nonperformance; (3) breach by the

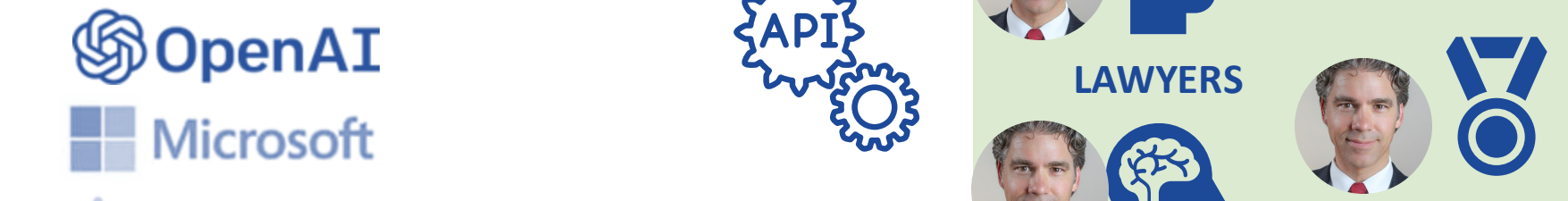
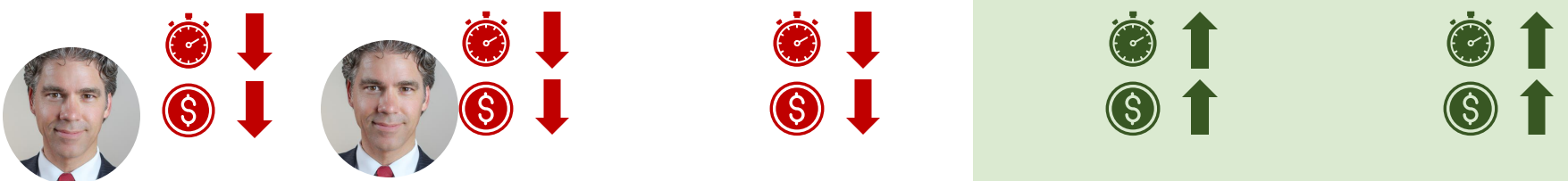
COST (MOAT)



EXTRACT RAW

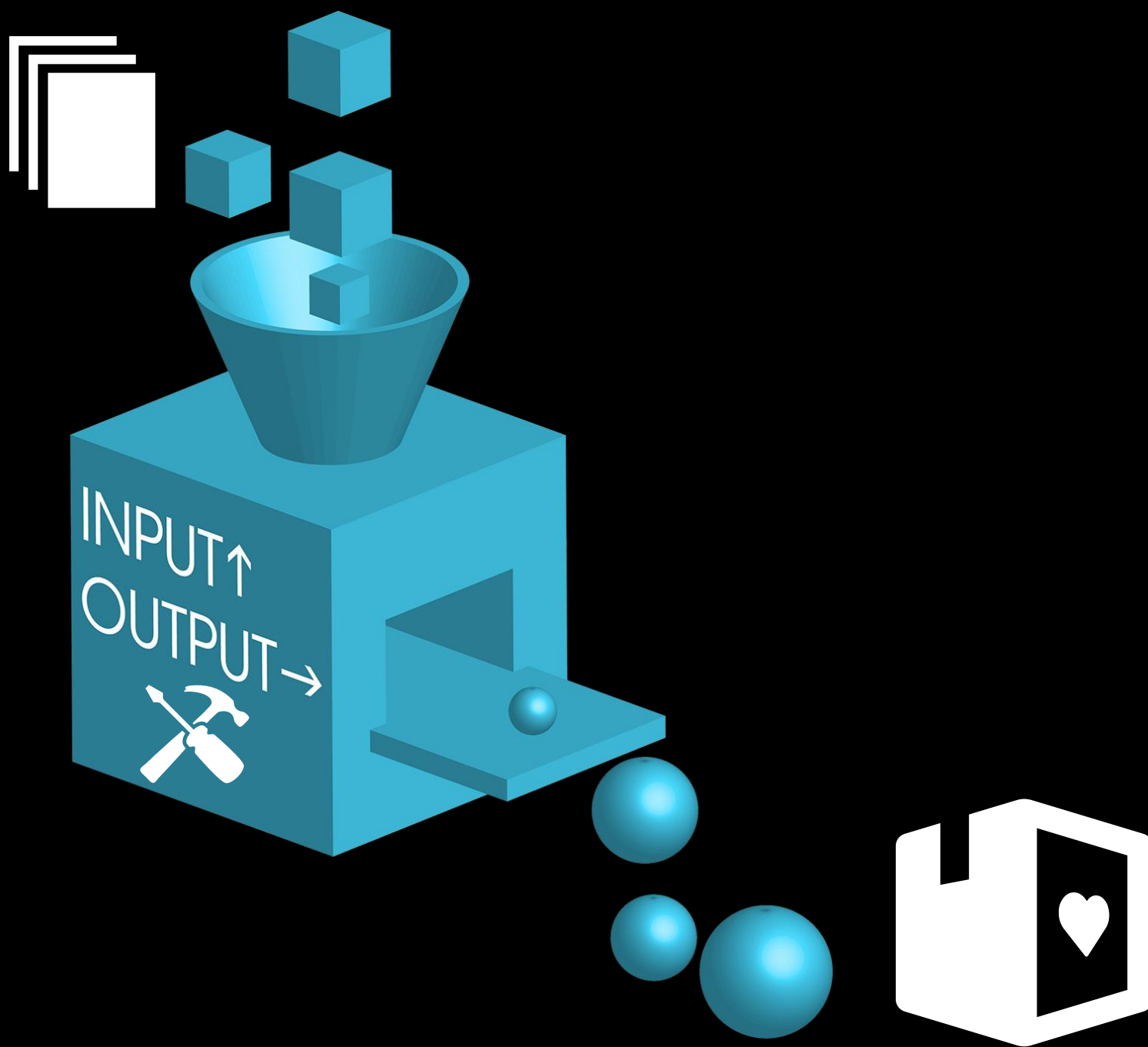


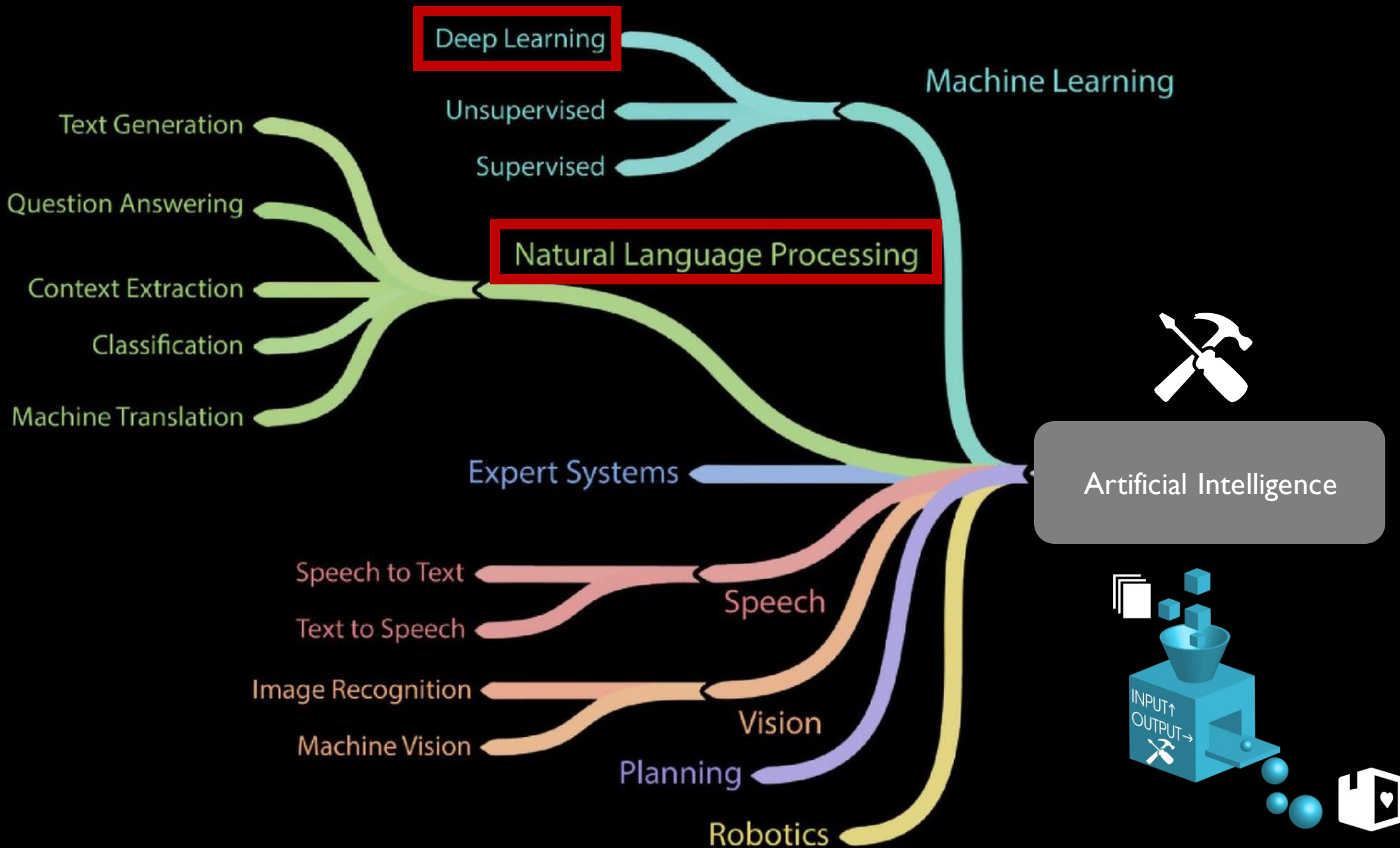
REFINE DISTILLED PIPELINE PRODUCT MARKET

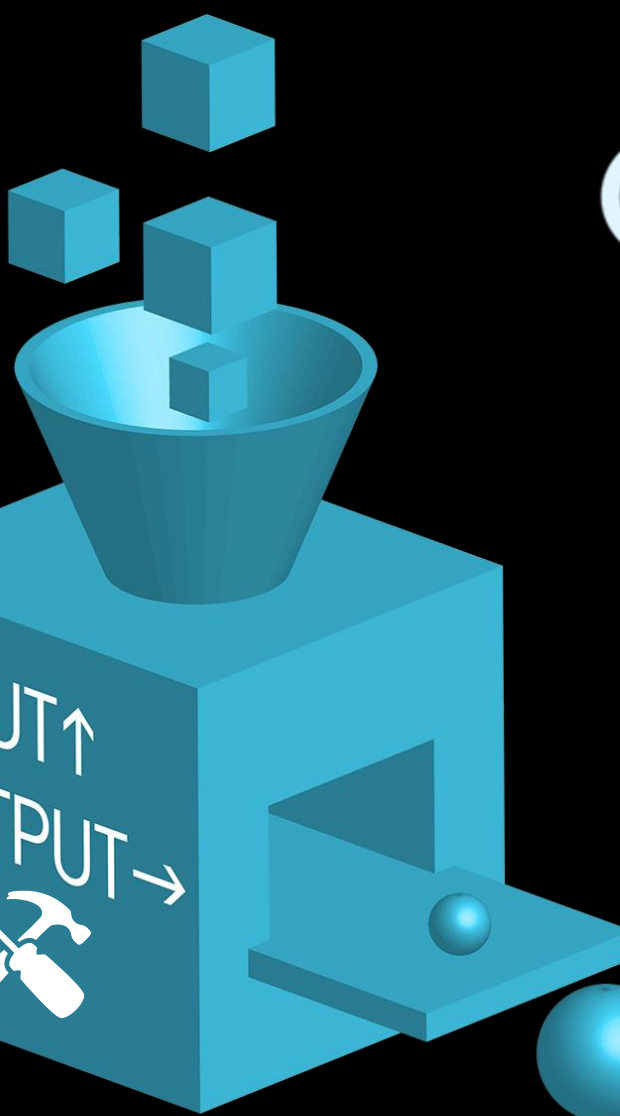
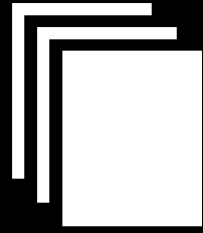
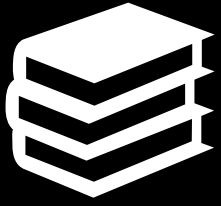


WHAT QUESTIONS
DO YOU HAVE?





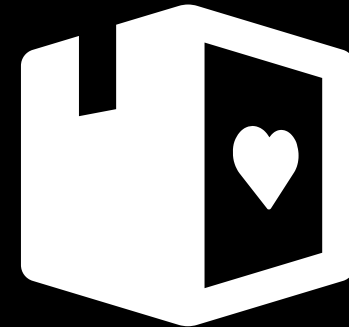
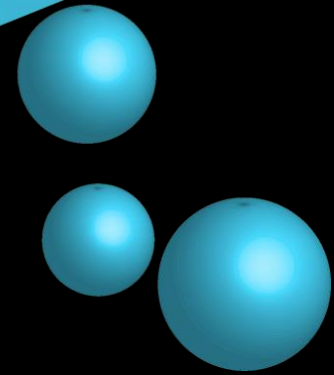
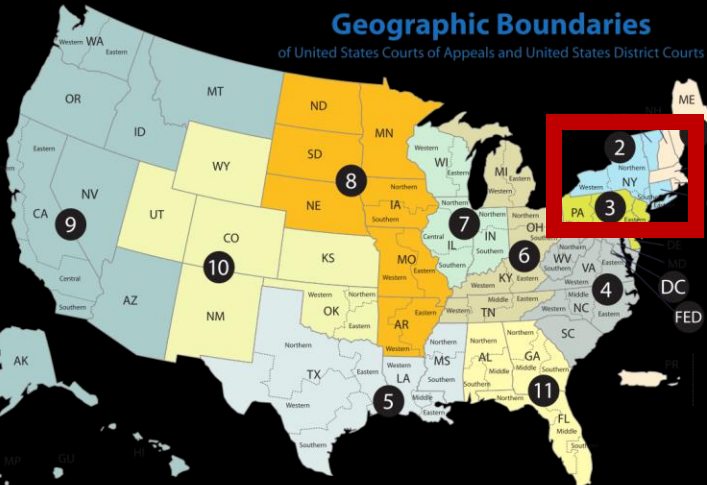
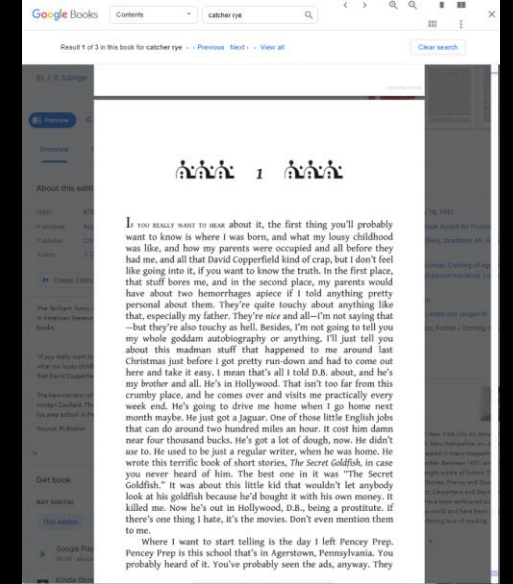
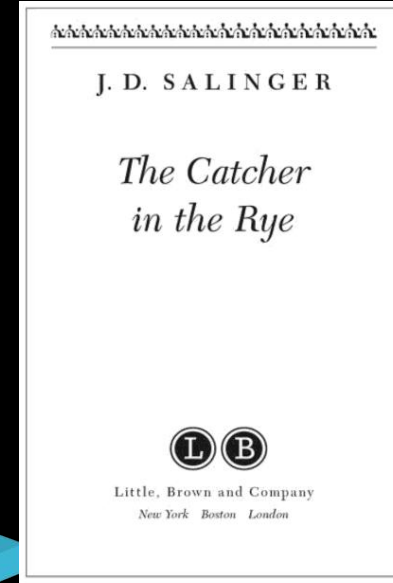


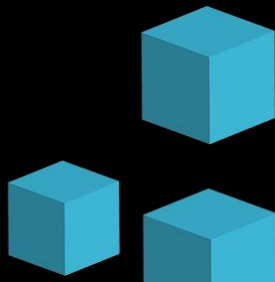
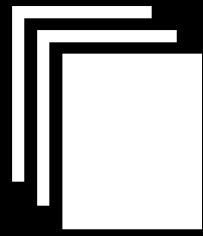
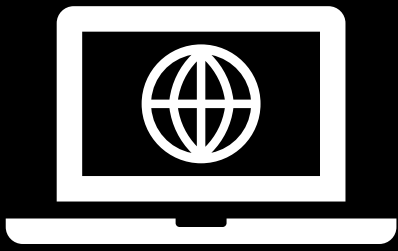


Google Books

EVERY BOOK EVER PUBLISHED!

SECOND CIRCUIT:
"FAIR USE!"
"TRANSFORMATIVE!"



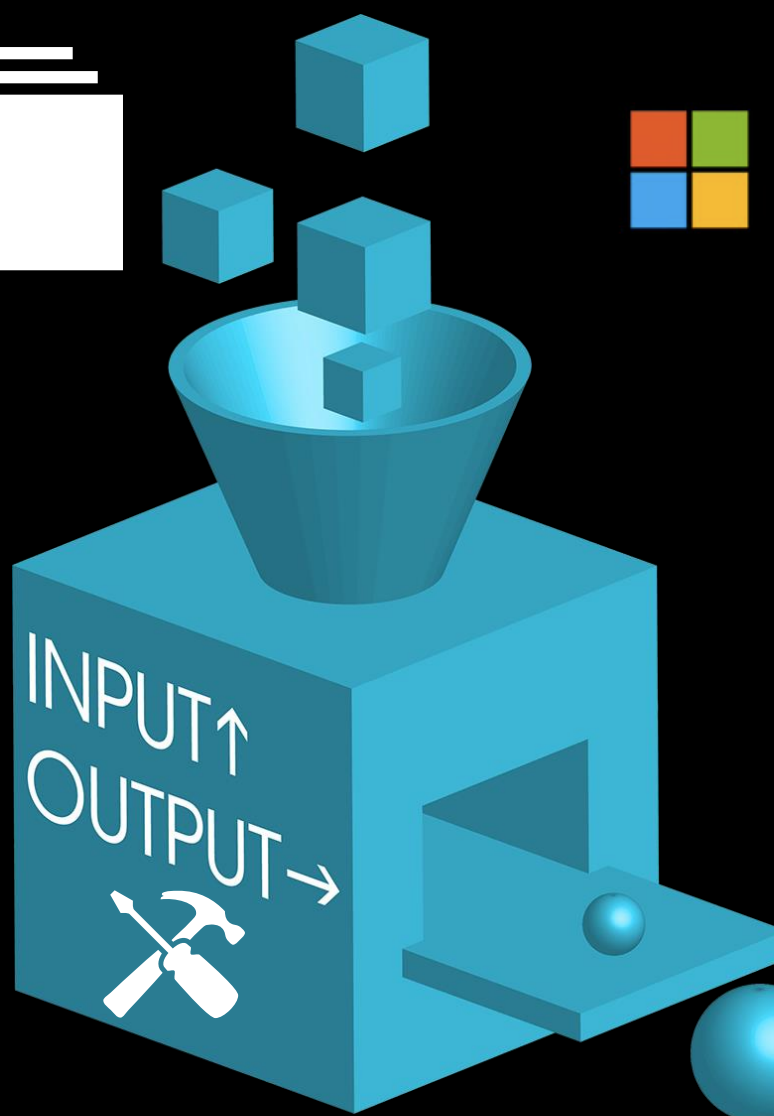


Microsoft

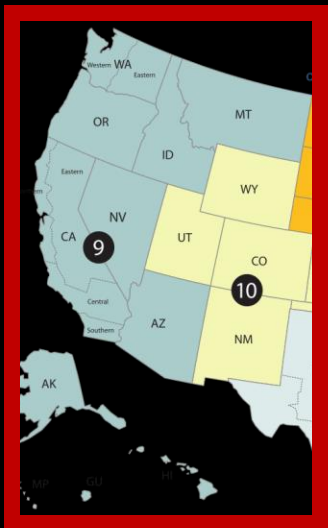


OpenAI

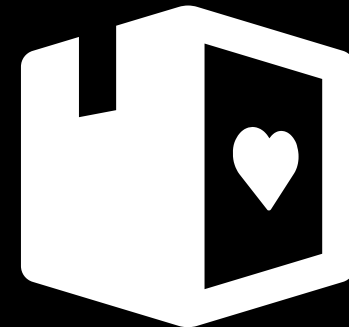
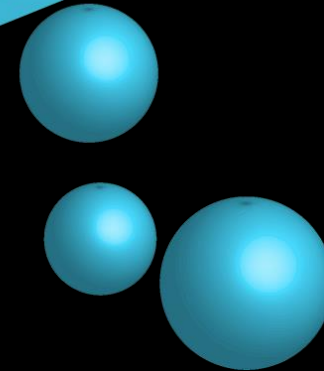
ENTIRE INTERNET!
ALL THE CODE!

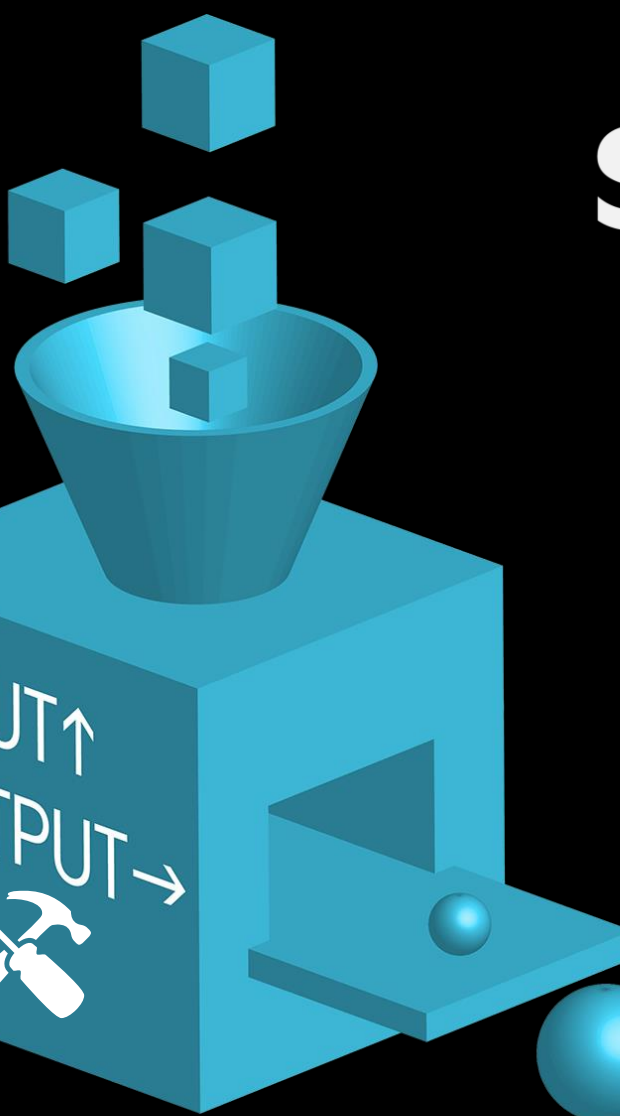
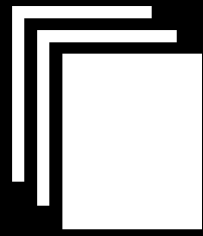
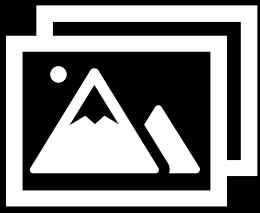


NINTH CIRCUIT:
"FAIR USE?"
"TRANSFORMATIVE?"



Geographic Boundaries
United States Courts of Appeals and United States District Courts





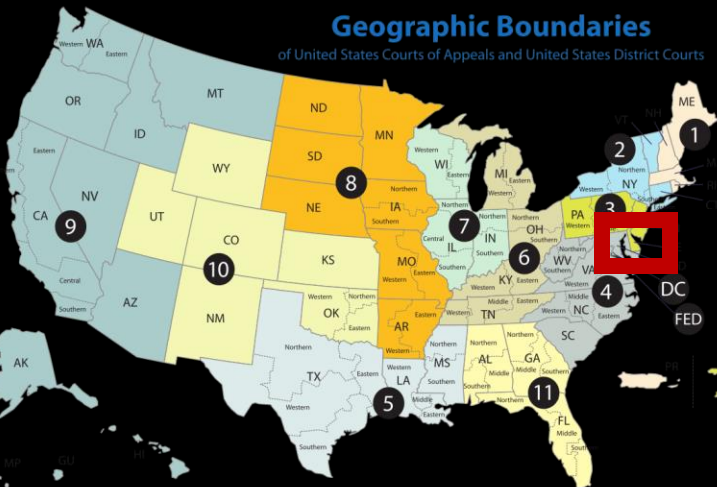
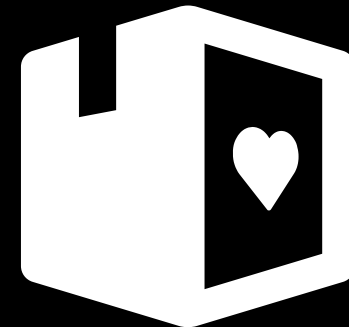
stability.ai

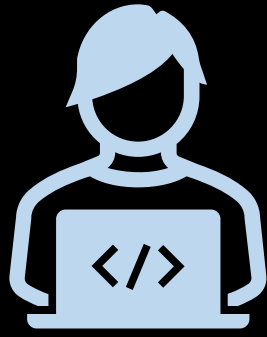
ALL THE IMAGES!



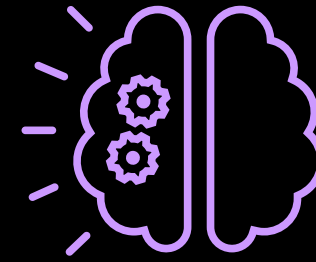
DELAWARE:
 "FAIR USE?"
 "TRANSFORMATIVE?"

gettyimages

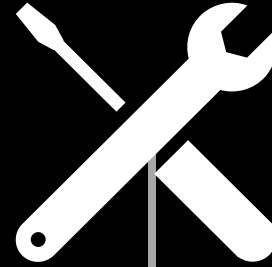




AI Approaches



SYMBOLIC AI



DEEP LEARNING

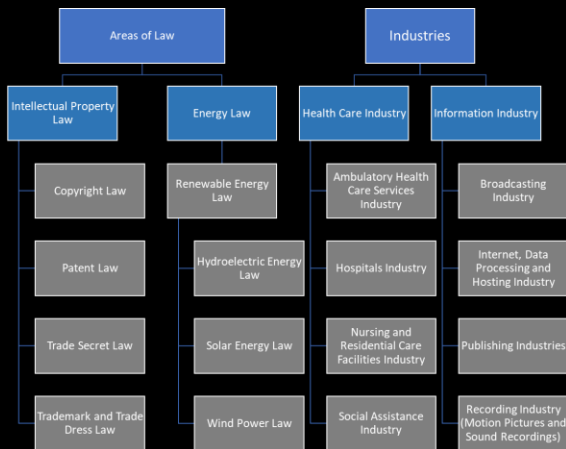
(e.g., Rule-based Solutions)
(e.g., Knowledge Graphs)

(aka Neural Nets)



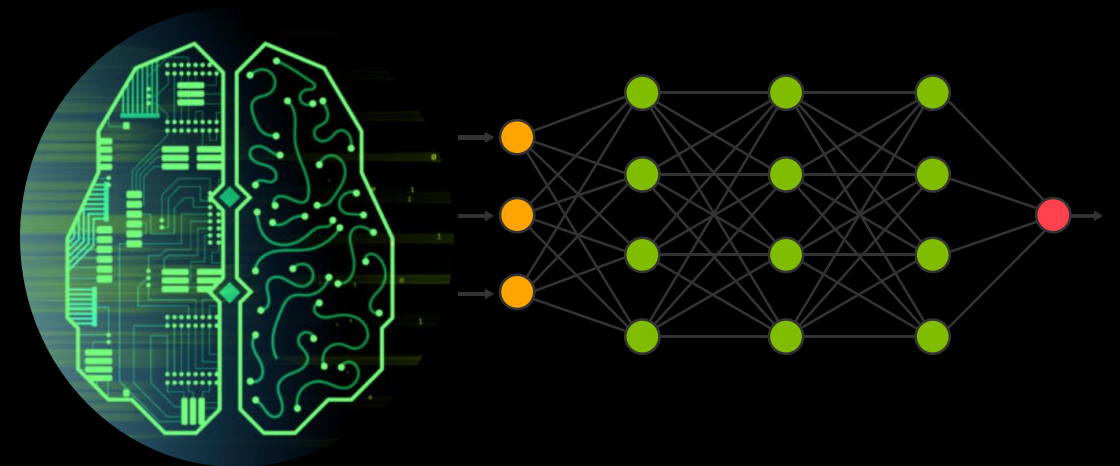
EXPLICIT

IMPLICIT



```

Python REPL (ptpython)
Traceback (most recent call last):
> File "loguru_example.py", line 17, in <module>
  divide_numbers(num_list)
  |             ^ [2, 1, 0]
  |             |
  |             | <function divide_numbers at 0x7f6c838aee60>
File "loguru_example.py", line 11, in divide_numbers
res = division(num1, num2)
  |             ^
  |             |
  |             | <function division at 0x7f6c838b20e0>
File "loguru_example.py", line 5, in division
return num1/num2
  |             ^
  |             |
  |             | <function division at 0x7f6c838b20e0>
ZeroDivisionError: division by zero
  
```



Published June 1987


Connectionist AI, symbolic AI, and the brain

[P. Smolensky](#)

[Artificial Intelligence](#)



Josef Bajada

Apr 8, 2019 · 8 min read ·  Listen



Symbolic vs Connectionist A.I.

As Connectionist techniques such as Neural Networks gain popularity, arch-rival Symbolic A.I. is making a comeback for mission critical applications that require explainability.

RE · WORK

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24 SEPTEMBER 2020 / GUEST BLOGS

The Difference Between Symbolic AI and Connectionist AI

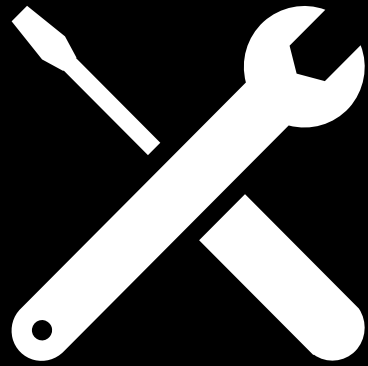


Symbolism vs. Connectionism: A Closing Gap in Artificial Intelligence

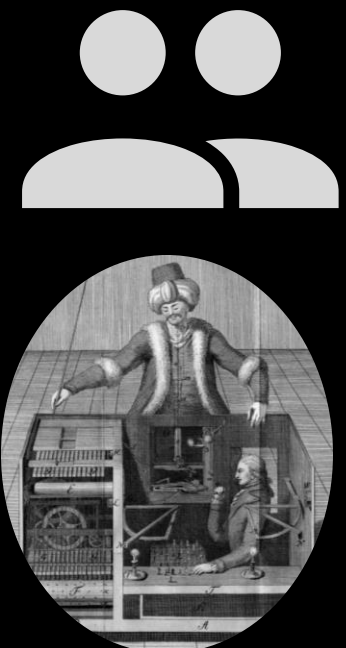
Abstract

AI was born symbolic and logic. The pioneers of AI have formalized many elegant theories, hypotheses, and applications, such as PSSH and expert systems. From the 1980s, the pendulum swung toward connectionist, a paradigm inspired by the neural

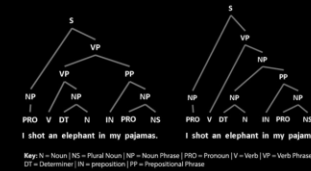
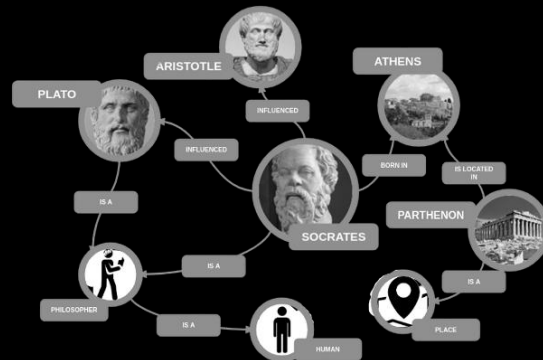




Spectrum:



AND
OR
NOT



HYBRID?



SYMBOLIC AI



DEEP LEARNING



Best tool for
the Problem?



"Let's use Blockchain!"

"Web 3.0!"

"NFTs!"

Users want solutions (not tools)



Precision
“Accurate?”



Recall
“Get ‘em all?”





"Did you use **Blockchain**?"

"Nope, **SQL** is faster/cheaper/better!"



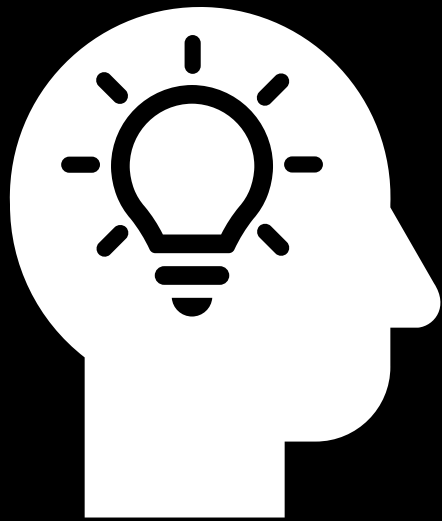
"Did you use **ChatGPT**?"

Is it the **right tool** for the Problem/Solution?

Ideas vs. Expression

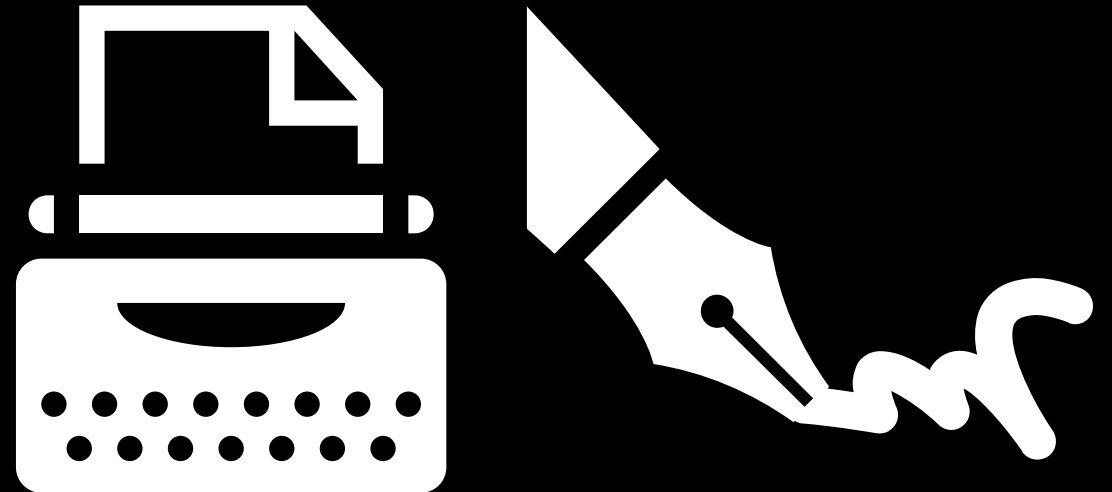
IDEAS

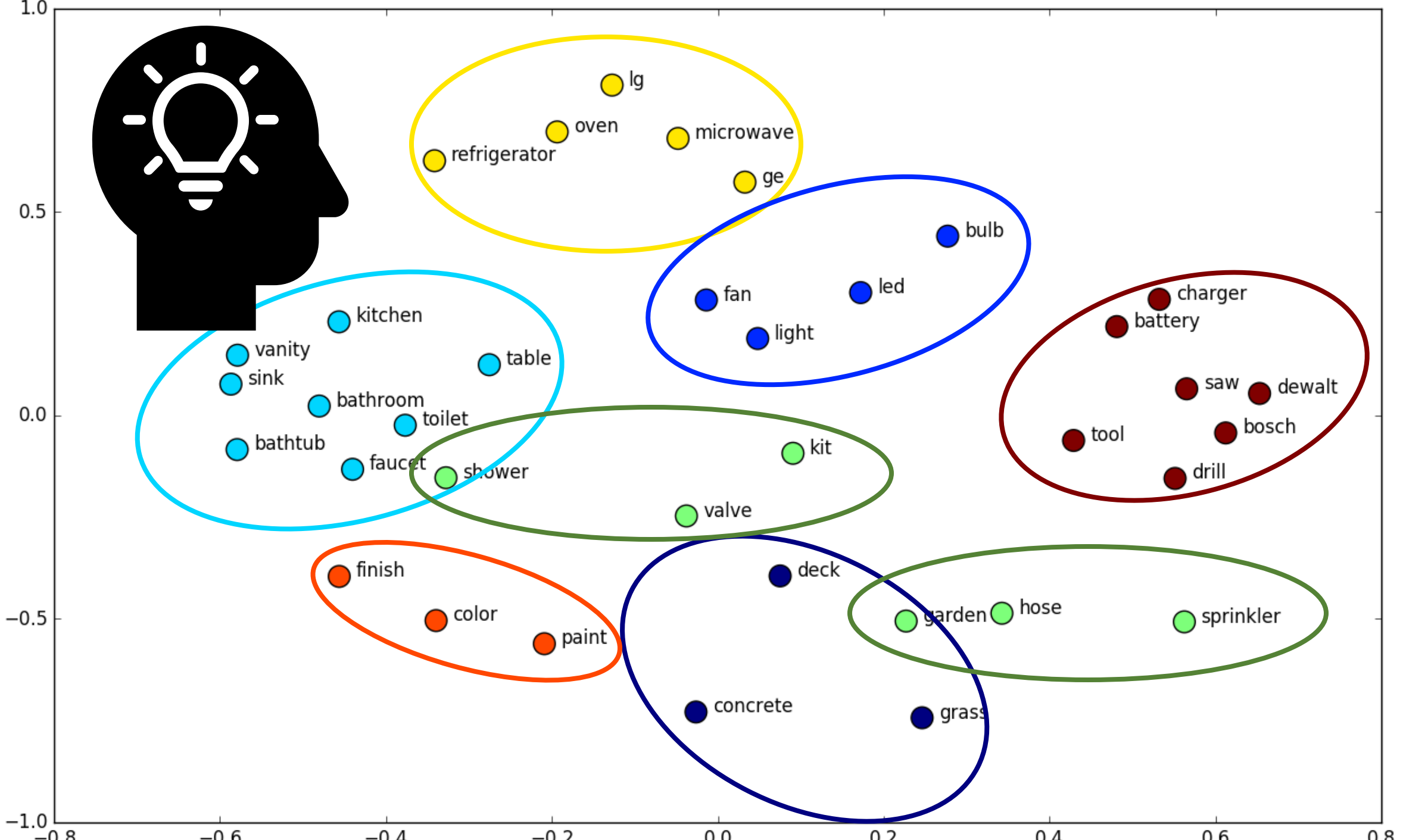
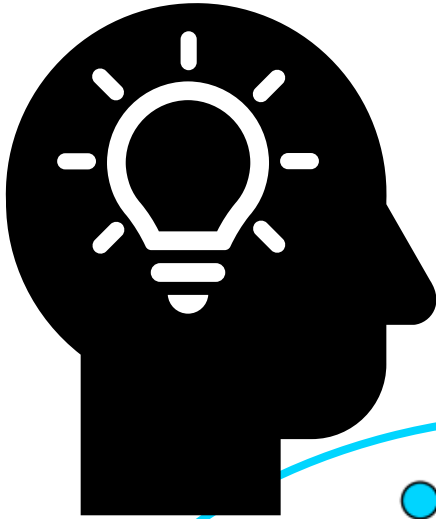
Uncopyrightable



EXPRESSION

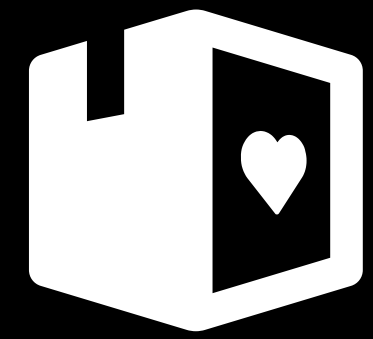
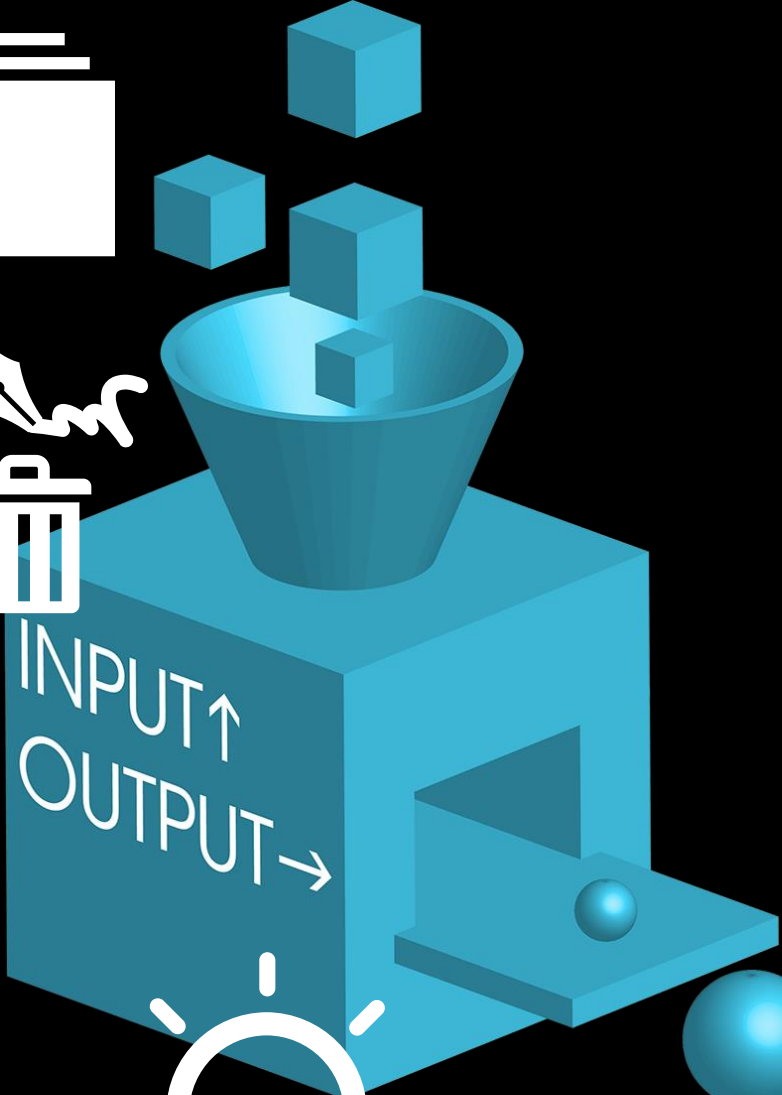
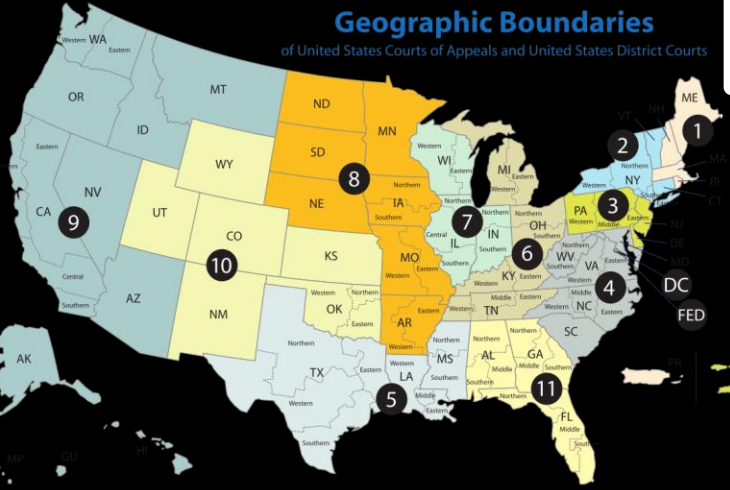
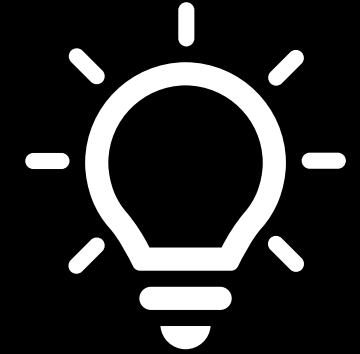
Copyrightable



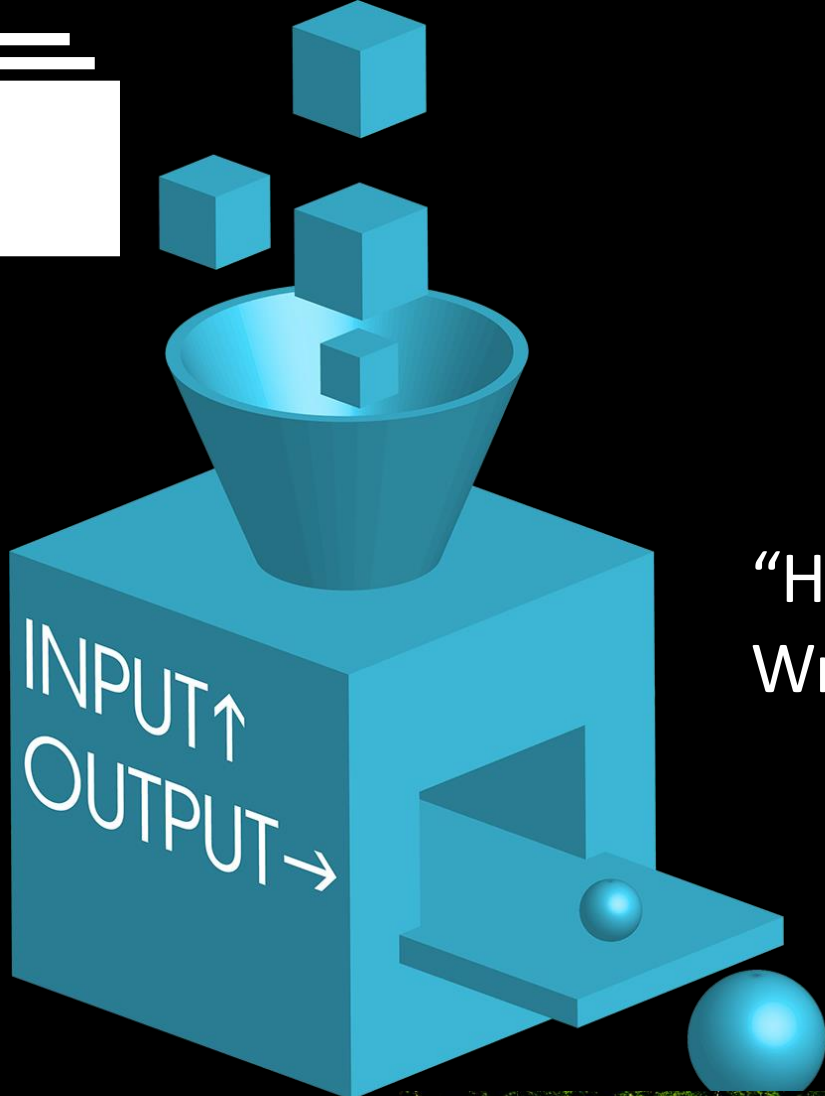
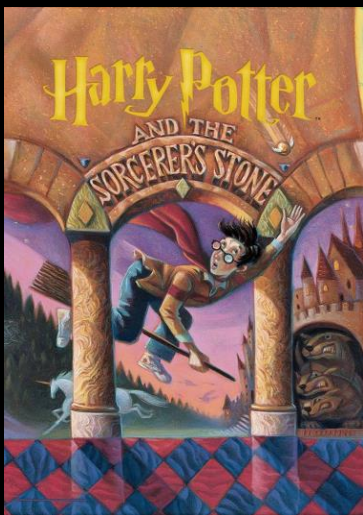
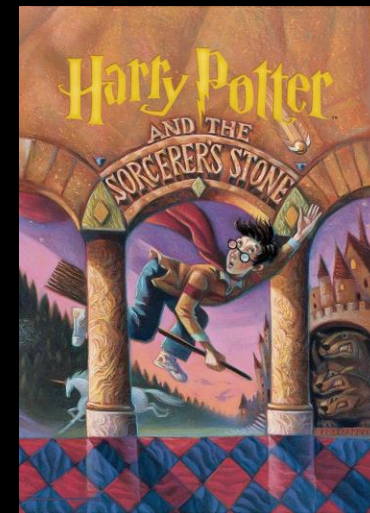
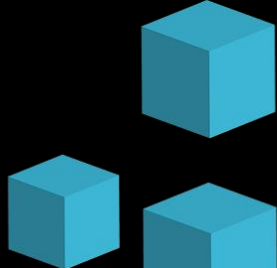
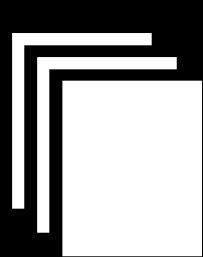




ALL THE COURTS:
"FAIR USE?"
"TRANSFORMATIVE?"



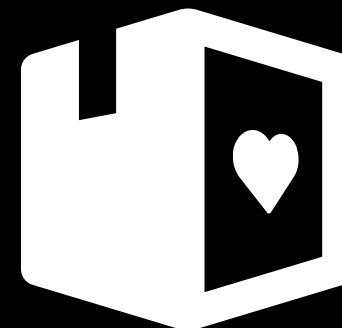
COMMON? FACTS?
= Unoriginal?
= Uncopyrightable!

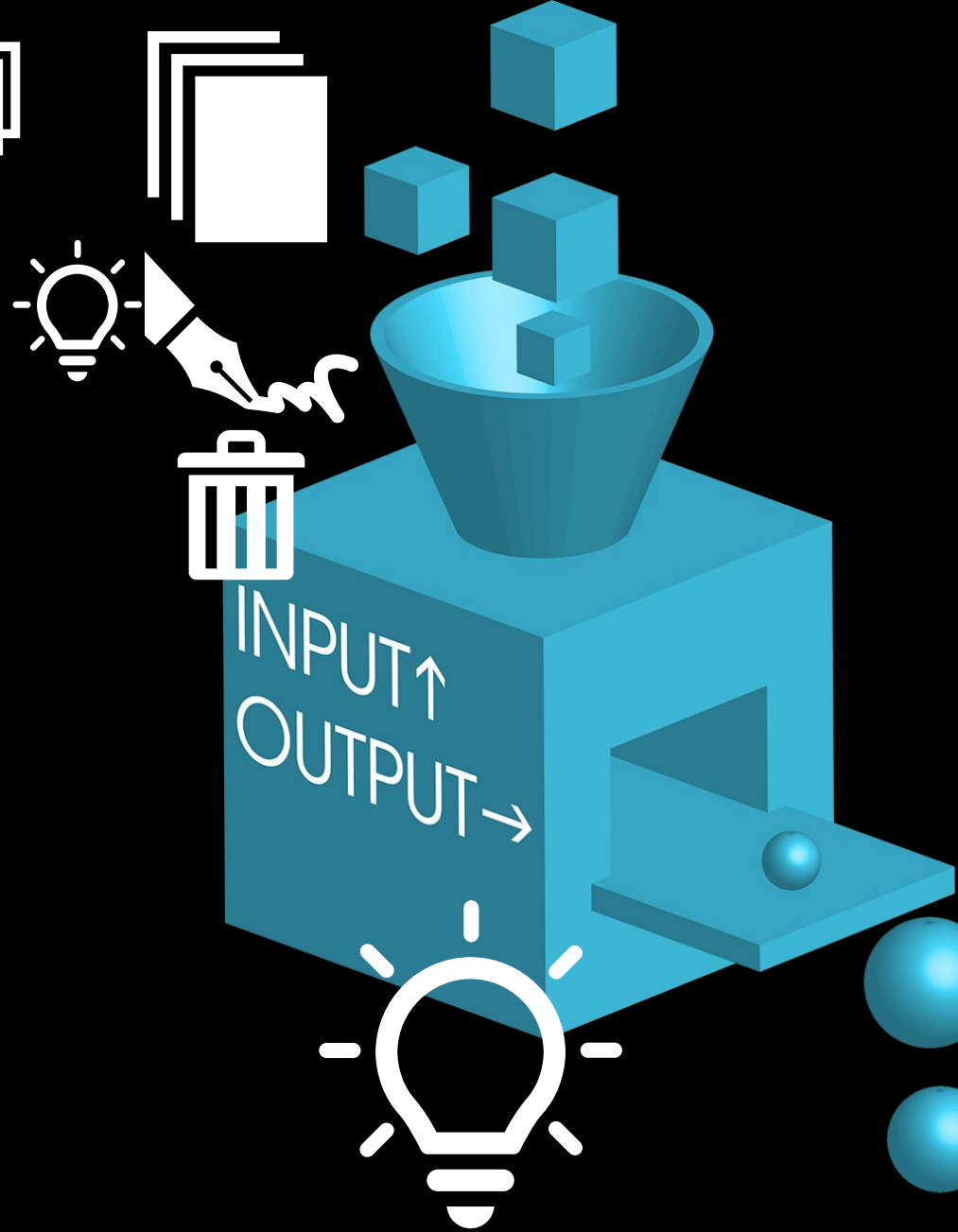


“Here are the first five sentences.
Write me the rest of the book.”

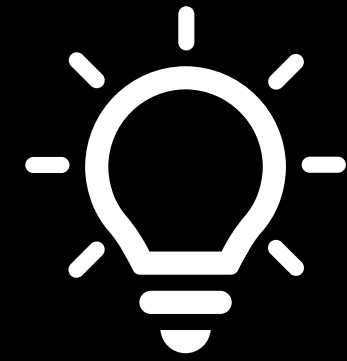


ALL THE COURTS:
“FAIR USE?”
“TRANSFORMATIVE?”

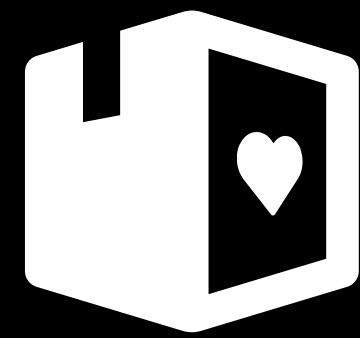
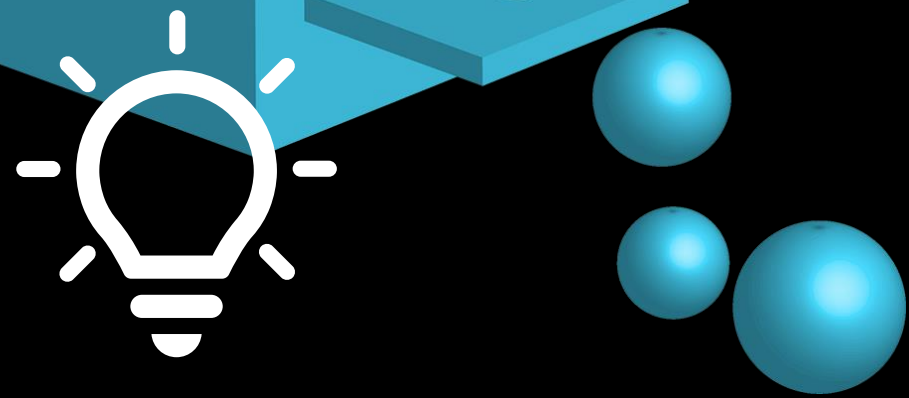




NEW



U.S. Copyright Office:
Machine = Uncopyrightable







Patent

Supreme Court of the United States

Technology

Appellate



Intellectual Property



2 minute read · March 17, 2023 3:34 PM CDT · Last Updated a month ago

U.S. Supreme Court asked to decide if AI can be a patent 'inventor'

By Blake Brittain

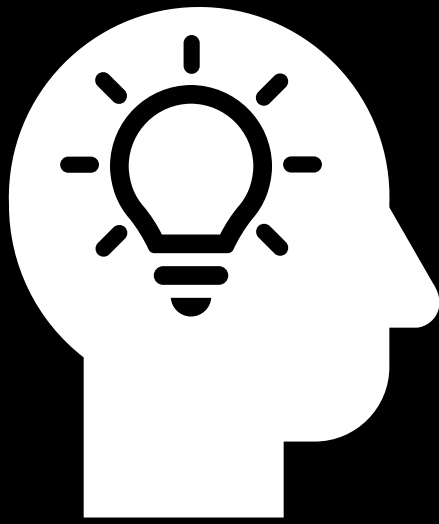
March 17 (Reuters) - A computer scientist who has waged a global campaign for patents covering inventions conceived by his artificial intelligence system asked the U.S. Supreme Court on Friday to hear his case.

1

КАШТАНОВА

MIDJOURNEY

ZARYA OF THE DAWN



Ideas + Facts \neq Expression

Valuable

Commodity

Reading Speed
= Valuable

Idea-expression distinction

Contents [hide]

(Top)

Legal origins and status

Scènes à faire

Merger doctrine

See also

Notes

Article Talk

Read Edit View history Tools

From Wikipedia, the free encyclopedia

This article has multiple issues. Please help improve it or discuss these issues on the talk page. (Learn how and when to remove these template messages)

The **idea-expression distinction** or **idea-expression dichotomy** is a legal doctrine in the United States that limits the scope of copyright protection by differentiating an idea from the expression or manifestation of that idea.

Unlike patents, which may confer proprietary rights in relation to general ideas and concepts *per se* when they are novel provides an illustration of a particular story or characters involved, or in the plot of the story. Copyright, therefore, does not protect ideas but only expressions that subsist in a particular story that can be fixed in a work are patentable, they may be eligible for copyright protection. Although copyright is not enough to cover other methods or processes, it does not presently described the concept of a communications relay) in a 1945 paper that discusses the idea-expression distinction.

Ideas = Uncopyrightable
Facts = Uncopyrightable
Expressions of ideas + facts = Copyrightable?
- “modicum of creativity”

Legal origins and status [edit]

Philosophically, there is disagreement about the distinction between thought and language. In the past it was often thought that the two could not be separated, and so a paraphrase could never exactly reproduce a thought expressed in different words. At the opposite extreme is the view that concepts and language are completely independent, so there is always a range of ways in which a concept can be expressed.^[1]

In the United States, the doctrine originated from the 1879 Supreme Court case of *Baker v. Selden*.^[2] The Supreme Court held in *Selden* that, while exclusive rights to the "useful arts" (in this case bookkeeping)

Intellectual property
Authors' rights · Copyright · Database right · Farmers' rights · Geographical indication · Indigenous intellectual property · Industrial design right · Integrated circuit layout design protection · Moral rights · Patent · Peasants' rights · Plant breeders' rights · Plant genetic resources · Related rights · Supplementary protection certificate · Trade dress · Trade secret · Trademark · Utility model
Related topics
Abandonware · Brand protection · Copyright troll · Criticism of copyright · Bioprospecting · **Idea-expression distinction** · Limitations and exceptions to copyright (Fair dealing · Fair use · Paraphrasing · Right to quote) · Orphan work · Patent troll · Pirate Party · Public domain · Outline of intellectual property (Outline of patents)
Higher categories:
Property and Property law



Michael Bommarito (He/Him) • 1st
 Adviser, entrepreneur, educator, investor.
 2h •

Summarize everything published in the **Federal Register** today - but as a **chill pirate lawyer** writing a Monday morning email.

We live in incredible times.



LLMs:
 Take Ideas + Facts
 Near-infinite expressions

summarize_fr.ipynb Python 3 (ipykernel)

```
# setup summarizer
async for doc in fr_source.get_all_documents(start_date, end_date, progress=False):
    print("summarizing", doc["document_number"])
    summary = summarizer.get_summary(doc["text"],
                                     final_summarize=False, progress=False)
    memo = memoizer.get_summary(summary, progress=False)
    print(memo)
    print("=" * 40)

summarizing 2023-06793
Ahoy, Team!
```

Sorry to disrupt your morning tide, but to kick off the work at the U.S. Department of Commerce's Enforcement and Compliance crew conducted a sunset review of the countervailing duty (CVD) order on certain cold-drawn mechanical tubing of carbon and alloy steel from our friends in China. The results got them thinking that if they pull back the CVD order, it might lead to a resurgence of countervailable subsidies at specified levels.

Fear ye not! The review, conducted under the Tariff Act of 1930, was all above board.

To get the full wind in your sails, you can check out the Issues and Decision Memorandum for all the nitty-gritty conclusions they reached. So, keep your eyes on the horizon and make sure we're all following those pesky regulations administrative protective order.

terms of that administrative protective order out if you have any seaworthy questions or concerns.

Wishing you a calm sea and a well-deserved booty,
Your Super Chill Pirate Lawyer

Your Super Chill Pirate Lawyer
 =====
 summarizing 2023-06791
 Ahoy, Mateys!

I hope ye all had a splendid weekend and are ready to set sail for another adventurous week on the legal seas. I've got something important to share with ye all this fine

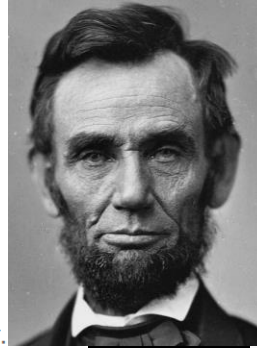


You are a summarizer. Summarize the text below into a hierarchy of bullets, sub-bullets, and sub-sub-bullets.

Four score and seven years ago our fathers brought forth on this continent, a new nation, conceived in Liberty, and dedicated to the proposition that all men are created equal.

Now we are engaged in a great civil war, testing whether that nation, or any nation so conceived and so dedicated, can long endure. We are met on a great battle-field of that war. We have come to dedicate a portion of that field, as a final resting place for those who here gave their lives that that nation might live. It is altogether fitting and proper that we should do this.

But, in a larger sense, we can not dedicate -- we can not consecrate -- we can not hallow -- this ground. The brave men, living and dead, who struggled here, have consecrated it, far above our poor power to add or detract. The world will little note, nor long remember what we say here, but it can never forget what they did here. It is for us the living, rather, to be dedicated here to the unfinished work which they who fought here have thus far so nobly advanced. It is rather for us to be here dedicated to the great task remaining before us -- that from these honored dead we take increased devotion to that cause for which they gave the last full measure of devotion -- that we here highly resolve that these dead shall not have died in vain -- that this nation, under God, shall have a new birth of freedom -- and that government of the people, by the people, for the people, shall not perish from the earth.



- Founding of a new nation
 - Four score and seven years ago
 - Conceived in Liberty
 - Dedicated to equality
- Great Civil War
 - Testing nation's endurance
 - Met on a great battlefield
- Dedication of the battlefield
 - Final resting place for the fallen
 - Fitting and proper act
- Limitations of our dedication
 - Cannot fully consecrate the ground
 - Brave men's actions consecrate it
- Remembering their sacrifice
 - World may forget our words
 - Cannot forget their deeds
- Our responsibility
 - Dedicate ourselves to unfinished work
 - Advanced nobly by those who fought
 - Great task remaining
 - Honor the dead through increased devotion
 - Ensure their deaths not in vain
- New birth of freedom
 - Nation under God
 - Government of, by, and for the people
 - Shall not perish from the earth

Which can you read and understand more quickly?

POETRY? Nope

COMPREHENSION? Yup!

Syllabus

Evidence held sufficient to connect the defendants with the mailing of printed circulars in pursuance of a conspiracy to obstruct the recruiting and enlistment service, contrary to the Espionage Act of June 15, 1917. P. 249 U. S. 49.

Incriminating document seized under a search warrant directed against a Socialist headquarters, held admissible in evidence, consistently with the Fourth and Fifth Amendment, in a criminal prosecution against the general secretary of a Socialist party, who had charge of the office. P. 249 U. S. 50.

Words which, ordinarily and in many places, would be within the freedom of speech protected by the First Amendment may become subject to prohibition when of such a nature and used in such circumstances as to create a clear and present danger that they will bring about the substantive evils which Congress has a right to prevent. The character of every act depends upon the circumstances in which it is done. P. 249 U. S. 51.

A conspiracy to circulate among men called and accepted for military service under the Selective Service Act of May 18, 1917, a circular tending to influence them to obstruct the draft, with the intent to effect that result, and followed by the sending of such circulars, is within the power of Congress to punish, and is punishable under the Espionage Act, § 4, although unsuccessful. P. 249 U. S. 52.

The word "recruiting," as used in the Espionage Act, § 3, means the gaining of fresh supplies of men for the military forces, as well by draft as otherwise. P. 249 U. S. 52

The amendment of the Espionage Act by the Act of May 16, 1918, c. 75, 40 Stat. 553, did not affect the prosecution of offenses under the former. P. 249 U. S. 53.

Affirmed.

The case is stated in the opinion.

MR. JUSTICE HOLMES delivered the opinion of the court.

This is an indictment in three counts. The first charges a conspiracy to violate the Espionage Act of June 15, 1917, c. 30, § 3, 40 Stat. 217, 219, by causing and attempting to cause insubordination, &c., in the military and naval forces of the United States, and to obstruct the recruiting and enlistment service of the United States, when the United States was at war with the German Empire, to-wit, that the defendants willfully conspired to have printed and circulated to men who had been called and accepted for military service under the Act of May 18, 1917, a document set forth and alleged to be calculated to cause such insubordination and obstruction. The count alleges overt acts in pursuance of the conspiracy, ending in the distribution of the document set forth. The second count alleges a conspiracy to commit an offence against the United States, to-wit, to use the mails for the transmission of matter declared to be nonmailable by Title XII, § 2 of the Act of June 15, 1917, to-wit, the above mentioned document, with an averment of the same overt acts. The third count charges an unlawful use of the mails for the transmission of the same matter and otherwise as above. The defendants were found guilty on all the counts. They set up the First Amendment to the Constitution forbidding Congress to make any law abridging the freedom of speech, or of the press, and bringing the case here on that ground have argued some other points also of which we must dispose.

It is argued that the evidence, if admissible, was not sufficient to prove that the defendant Schenck was concerned in sending the documents. According to the testimony, Schenck said he was general secretary of the Socialist party, and had charge of the Socialist headquarters from which the documents were sent. He identified a book found there as the minutes of the Executive Committee of the party. The book showed a resolution of August 13, 1917, that 15,000 leaflets should be printed on the other side of one of them in use, to be mailed to men who had passed exemption boards, and for distribution. Schenck personally attended to the printing. On August 20, the general secretary's report said "Obtained new leaflets from printer and started work addressing envelopes" &c., and there was a resolve that Comrade Schenck be allowed \$125 for sending leaflets through the mail. He said that he had about fifteen or sixteen thousand printed. There were files of the circular in question in the inner office which he said were printed on the other side of the one sided circular, and were there for distribution. Other copies were proved to have been sent through the mails to drafted men. Without going into confirmatory details that were proved, no reasonable man could doubt that the defendant Schenck was largely instrumental in sending the circulars about. As to the defendant Baer, there was evidence that she was a member of the Executive Board, and that the minutes of its transactions were hers. The argument as to the sufficiency of the evidence that the defendants conspired to send the documents only impairs the seriousness of the real defence.

It is objected that the documentary evidence was not admissible because obtained upon a search warrant, valid so far as appears. The contrary is established. *Adams v. New York*, 192 U. S. 585; *Weeks v. United States*, 232 U. S. 383, 232 U. S. 395, 232 U. S. 396. The search warrant did not issue against the defendant, but against the Socialist headquarters at 1326 Arch Street, and it would seem that the documents technically were not even in the defendants' possession. See *Johnson v. United States*, 228 U. S. 457. Notwithstanding some protest in argument, the notion that evidence even directly proceeding from the defendant in a criminal proceeding is excluded in all cases by the Fifth Amendment is plainly unsound. *Holt v. United States*, 218 U. S. 245, 218 U. S. 252, 218 U. S. 253.

The document in question, upon its first printed side, recited the first section of the Thirteenth Amendment, said that the idea embodied in it was violated by the Conscriptio Act, and that a conscript is little better than a convict. In impassioned language, it intimated that conscription was despotism in its worst form, and a monstrous wrong against humanity in the interest of Wall Street's chosen few. It said "Do not submit to intimidation," but in form, at least, confined itself to peaceful measures such as a petition for the repeal of the act. The other and later printed side of the sheet was headed "Assert Your Rights." It stated reasons for alleging that anyone violated the Constitution when he refused to recognize "your right to assert your opposition to the draft," and went on

"If you do not assert and support your rights, you are helping to deny or disparage rights which it is the solemn duty of all citizens and residents of the United States to retain."

It described the arguments on the other side as coming from cunning politicians and a mercenary capitalist press, and even silent consent to the conscription law as helping to support an infamous conspiracy. It denied the power to send our citizens away to foreign shores to shoot up the people of other lands, and added

that words could not express the condemnation such cold-blooded ruthlessness deserves, &c., &c., winding up, "You must do your share to maintain, support and uphold the rights of the people of this country." Of course, the document would not have been sent unless it had been intended to have some effect, and we do not see what effect it could be expected to have upon persons subject to the draft except to influence them to obstruct the carrying of it out. The defendants do not deny that the jury might find against them on this point.

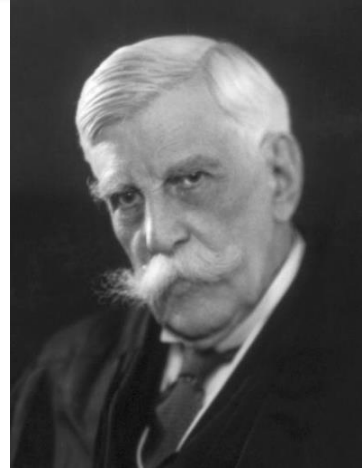
But it is said, suppose that that was the tendency of this circular, it is protected by the First Amendment to the Constitution. Two of the strongest expressions are said to be quoted respectively from well known public men. It well may be that the prohibition of laws abridging the freedom of speech is not confined to previous restraints, although to prevent them may have been the main purpose, as intimated in *Patterson v. Colorado*, 205 U. S. 454, 205 U. S. 462. We admit that, in many places and in ordinary times, the defendants, in saying all that was said in the circular, would have been within their constitutional rights. But the character of every act depends upon the circumstances in which it is done. *Aikens v. Wisconsin*, 195 U. S. 194, 195 U. S. 205, 195 U. S. 206. The most stringent protection of free speech would not protect a man in falsely shouting fire in a theatre and causing a panic. It does not even protect a man from an injunction against uttering words that may have all the effect of force. *Gompers v. Bucks Stove & Range Co.*, 221 U. S. 418, 221 U. S. 439. The question in every case is whether the words used are used in such circumstances and are of such a nature as to create a clear and present danger that they will bring about the substantive evils that Congress has a right to prevent. It is a question of proximity and degree. When a nation is at war, many things that might be said in time of peace are such a hindrance to its effort that their utterance will not be endured so long as men fight, and that no Court could regard them as protected by any constitutional right. It seems to be admitted that, if an actual obstruction of the recruiting service were proved, liability for words that produced that effect might be enforced. The statute of 1917, in § 4, punishes conspiracies to obstruct, as well as actual obstruction. If the act (speaking, or circulating a paper), its tendency, and the intent with which it is done are the same, we perceive no ground for saying that success alone warrants making the act a crime. *Goldman v. United States*, 245 U. S. 474, 245 U. S. 477. Indeed, that case might be said to dispose of the present contention if the precedent covers all media *concludendi*. But, as the right to free speech was not referred to specially, we have thought fit to add a few words.

It was not argued that a conspiracy to obstruct the draft was not within the words of the Act of 1917. The words are "obstruct the recruiting or enlistment service," and it might be suggested that they refer only to making it hard to get volunteers. Recruiting heretofore usually having been accomplished by getting volunteers, the word is apt to call up that method only in our minds. But recruiting is gaining fresh supplies for the forces, as well by draft as otherwise. It is put as an alternative to enlistment or voluntary enrollment in this act. The fact that the Act of 1917 was enlarged by the amending Act of May 16, 1918, c. 75, 40 Stat. 553, of course, does not affect the present indictment, and would not even if the former act had been repealed. *Rev.Stats.*, § 13.

Judgments affirmed.

— <https://supreme.justia.com/cases/federal/us/249/47/#tab-opinion-1928047>

End of document ■





- Schenck v. United States case
 - Background
 - Indictment in three counts
 - Defendants found guilty on all counts
 - Defendants used First Amendment as defense
 - Evidence
 - Defendant Schenck
 - General secretary of the Socialist party
 - In charge of headquarters where documents were stored
 - Attended to printing of leaflets
 - Defendant Baer
 - Member of the Executive Board
 - Minutes of transactions belonged to her
 - Admissibility of evidence
 - Obtained through search warrant
 - Not excluded by the Fifth Amendment
 - Controversial document
 - Criticized Conscription Act and Thirteenth Amendment
 - Urged people to assert their rights and oppose the draft
 - First Amendment considerations
 - Protection of free speech not absolute
 - Speech that creates a clear and present danger can be prohibited
 - War context changes the character of speech
 - Espionage Act of June 15, 1917
 - Legal basis for charging the defendants
 - Amending Act of May 16, 1918 did not affect the prosecution of offenses under the former act
 - Supreme Court decision
 - Judgments against Schenck and Baer affirmed
 - Defendants' actions not protected by the First Amendment due to the danger they posed



More detail on First Amendment considerations



• First Amendment considerations in Schenck v. United States

- General principle
 - Freedom of speech protected by the First Amendment

Cannot abridge the freedom of speech or of the press
 Limitations on protection

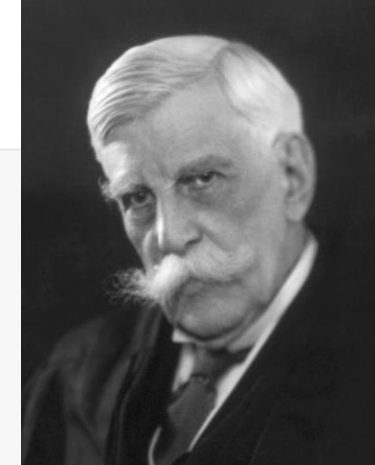
Protection not absolute

Speech creating clear and present danger can be prohibited

- Examples:
 - Falsely shouting fire in a theater causing panic
 - Words that have the effect of force

Circumstances and nature of words

- Court considers context and circumstances of speech
- In wartime, speech hindering national effort is less tolerated
- No constitutional right to protect speech that obstructs recruiting and enlistment during war
- Application to Schenck case
 - Defendants' circular aimed to influence people to obstruct the draft
 - Under ordinary circumstances, circular may have been protected by First Amendment
 - However, during wartime, the potential danger posed by the circular justified prohibition
 - Supreme Court determined that the defendants' actions were not protected by the First Amendment due to the clear and present danger they posed to the nation's war effort



Look like Law School
 Outlines/Summaries?

Which is easier to
 skim / read?

A.I. TURNS THIS SINGLE BULLET POINT INTO A LONG EMAIL I CAN PRETEND I WROTE.

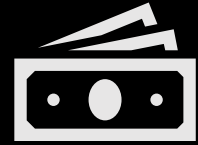


A.I. MAKES A SINGLE BULLET POINT OUT OF THIS LONG EMAIL I CAN PRETEND I READ.



TOM
FISH
BURNE

Ideas + Facts vs. Expression

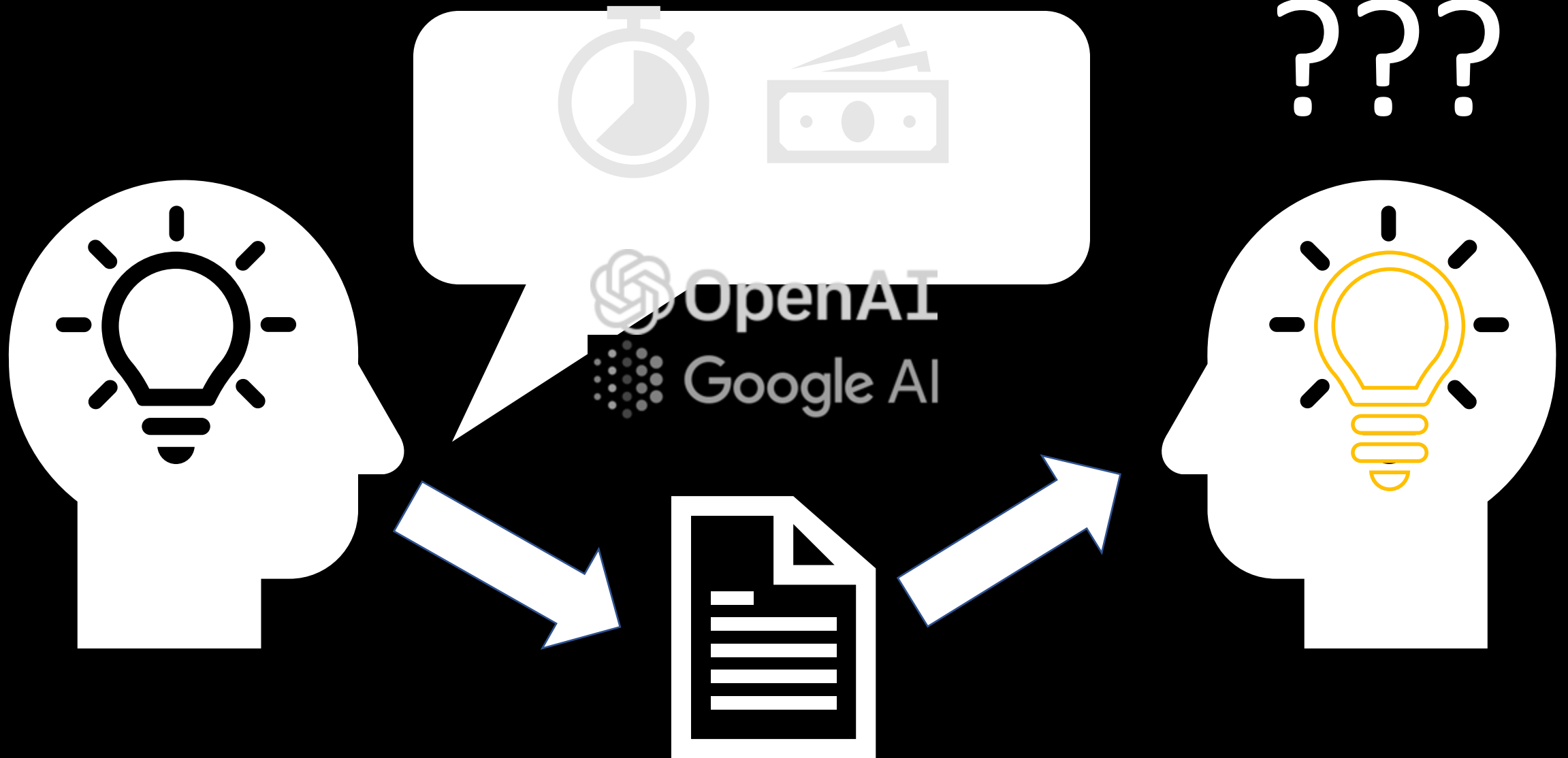


1. Ideas
2. Facts
3. NOT their expression
 1. interchangeable
 2. + machine-generated
 3. + commoditized

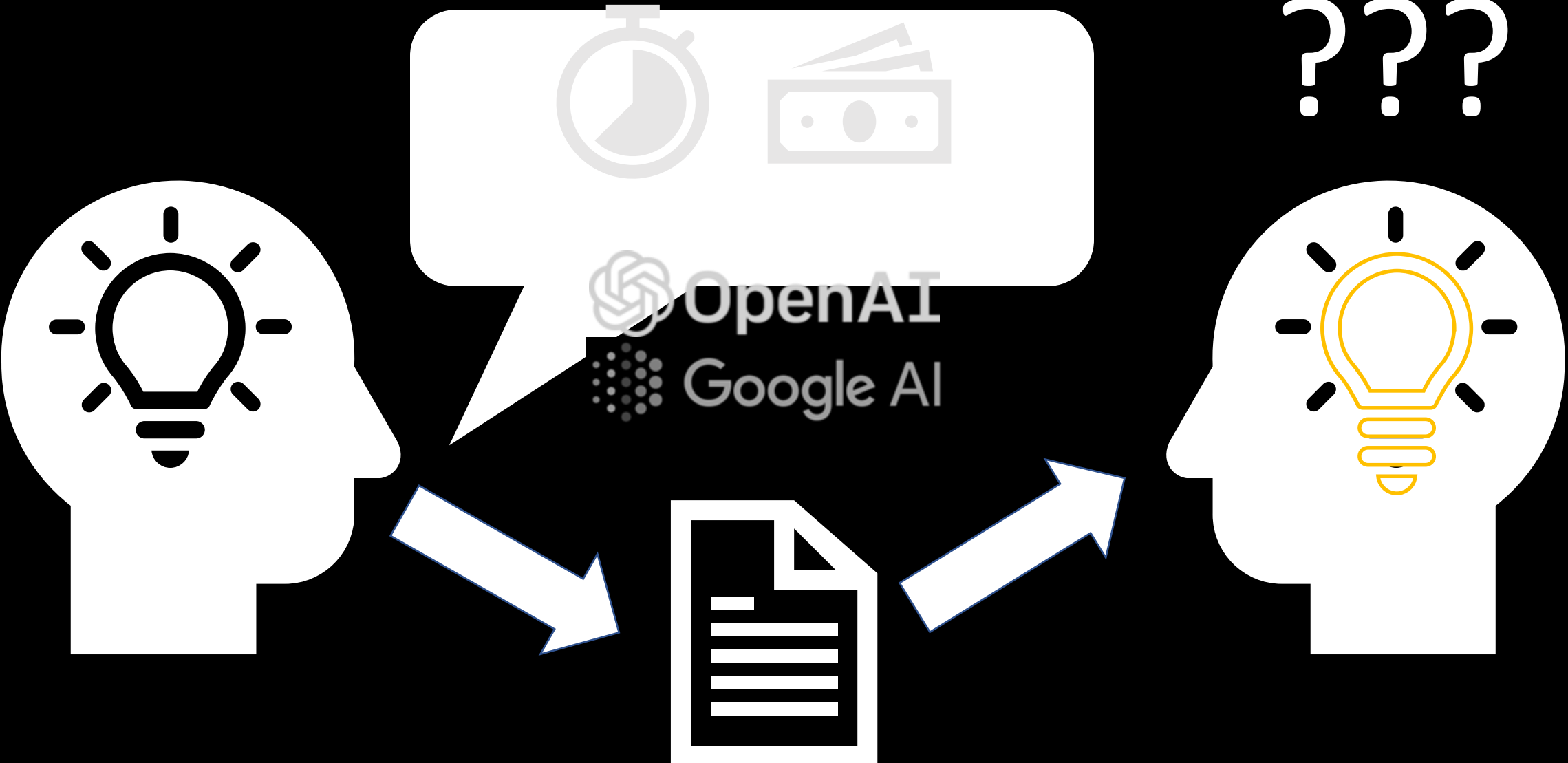
Ideas + Facts = Valuable.

Expression = Commodity

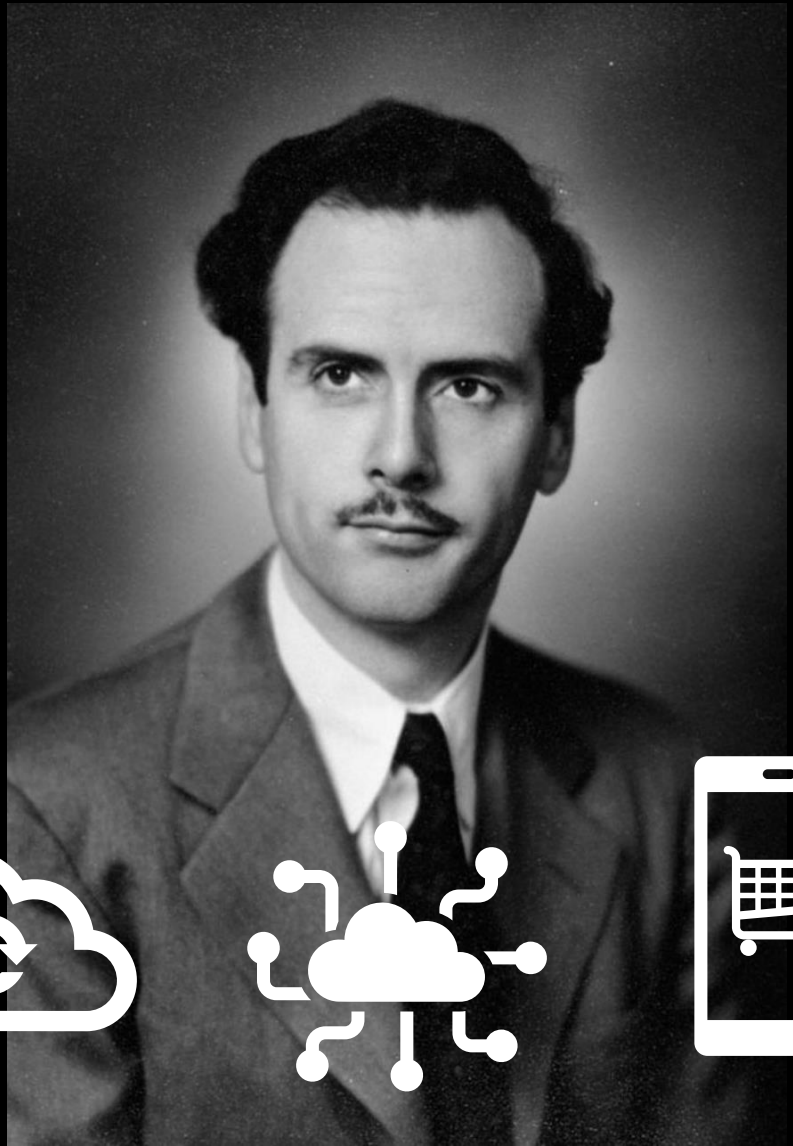
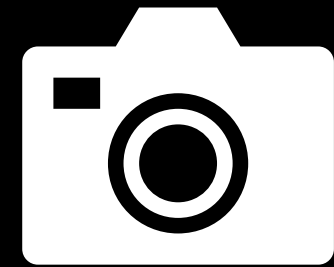
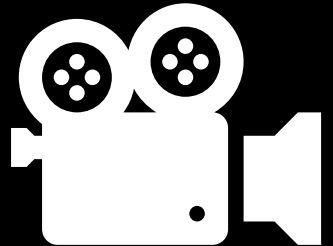
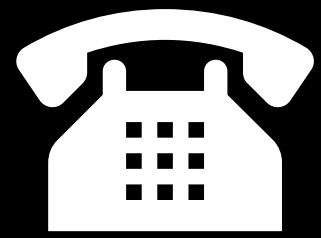
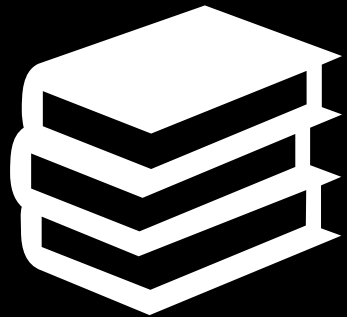
Why write?



This Presentation!



Medium = Message





When Marshall McLuhan said "the medium is the message," which mediums was he referencing?



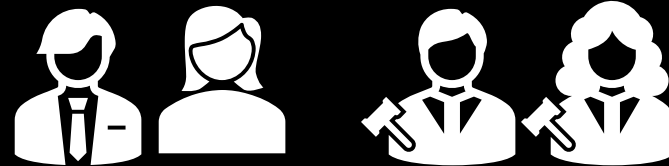
- Television
- Radio
- Print (books, newspapers, magazines)
- Film
- Telephone
- Internet
- Social media
- Other digital platforms

Marshall McLuhan's idea was that the way information is shared is as important as the information itself. The medium used influences how people understand and experience the message. This concept remains relevant today, as technology continues to change how we communicate and share information.

2023: How do readers read?

Bullet
Points!

Summaries!




Lawyers = 2023 Readers!
Judges = 2023 Readers!

HOME > TECH

Sam Altman compared the scale of OpenAI with the Manhattan Project and quoted Oppenheimer in 2019, report says

Pete Syme Apr 3, 2023, 7:30 AM



Sam Altman and Robert Oppenheimer, pointing to a picture of a mushroom cloud. JASON REDMOND/AFP via Getty Images, Bettmann/Getty Images

- Sam Altman compared OpenAI's ambitions with the scale of the Manhattan Project in 2019, per the NYT.
- He paraphrased Robert Oppenheimer with his belief that AI must progress despite the risks.
- "Am I doing something good? Or really bad?" the CEO reportedly said.

For you: 10 Things in Tech newsletter — top scoops, gadgets and news.

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Open AI CEO Sam Altman previously compared the scale of his company to the Manhattan Project — codename for the US government's project to produce the first nuclear bomb in World War II, per [The New York Times](#).


The New York Times

Trump Indicted in New York | What We Know | After Trump Is Arrested | How the Case Was Revived | Timeline to Indictment | The Trump Investigations

A Presidential Candidate and a City Brace for a Consequential Week

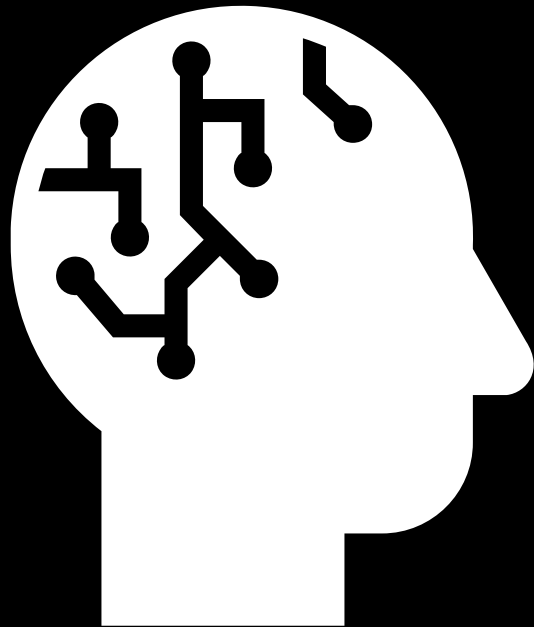
Donald Trump and his campaign spent the weekend making plans for his arrest, and how to capitalize on it, while officials in New York prepared for potential turmoil.

[Give this article](#) [Share](#) [Bookmark](#) [Comments 400](#)



Donald J. Trump addressing supporters last month at a rally in Waco, Texas. He will be arraigned on Tuesday in Manhattan. Christopher Lee for The New York Times

Structured Thinking Structured Data



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V. CONCLUSION 25

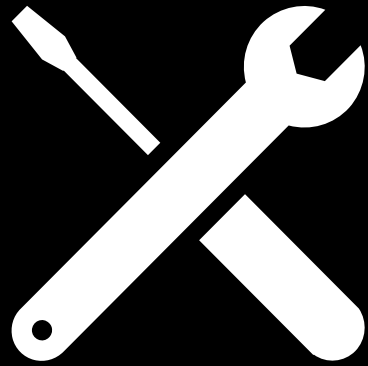
What if a tool could extract:

- Just “Lack of Standing” arguments / citations?
- Just “Preemption” arguments / citations
- Just “DMCA” arguments / citations
- Just “Breach of Contract” arguments / citations?
- Just “Tortious Interference” arguments / citations?
- Etc.

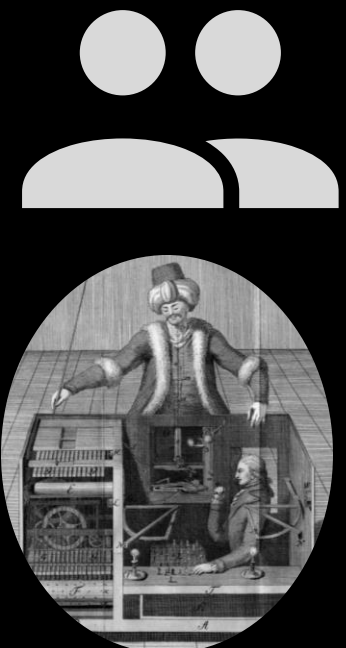
...for every single *thing that matters*

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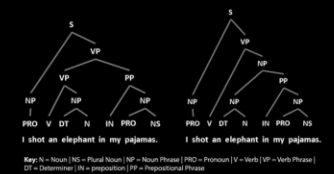
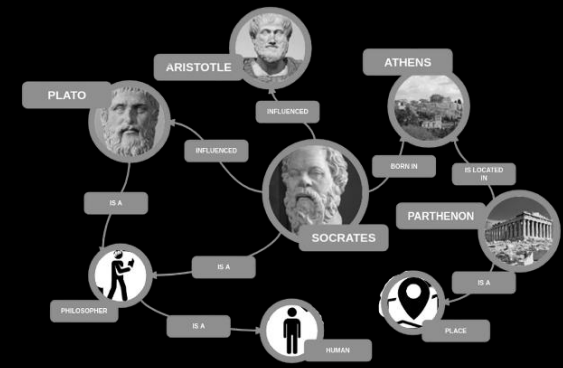
- ...between document sections
- ...for every single *thing that matters*



Spectrum:



AND
OR
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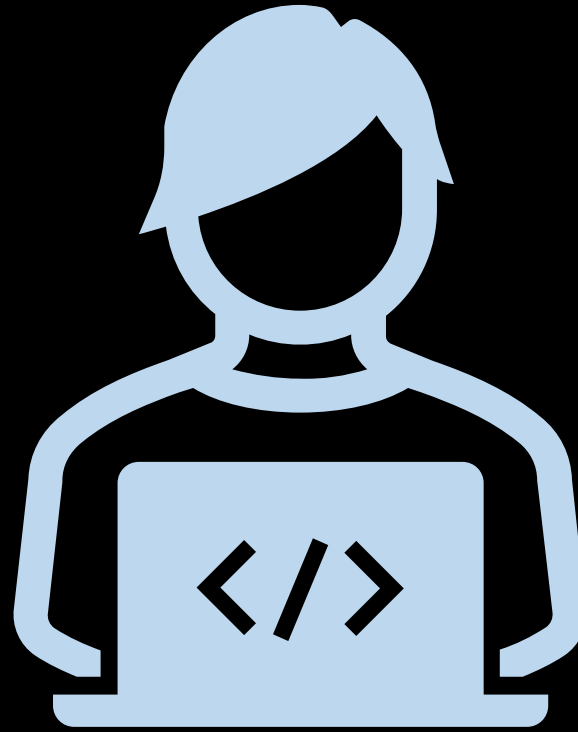


SYMBOLIC AI

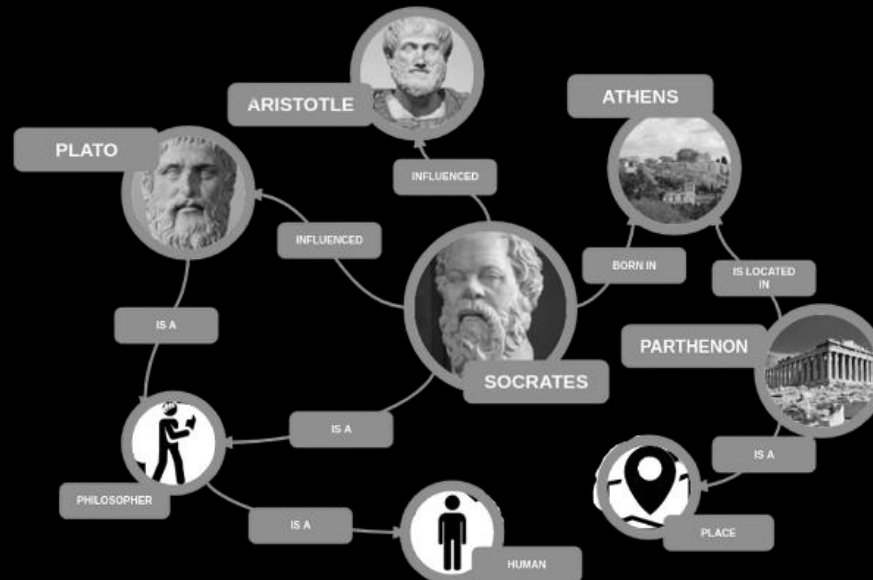


DEEP LEARNING

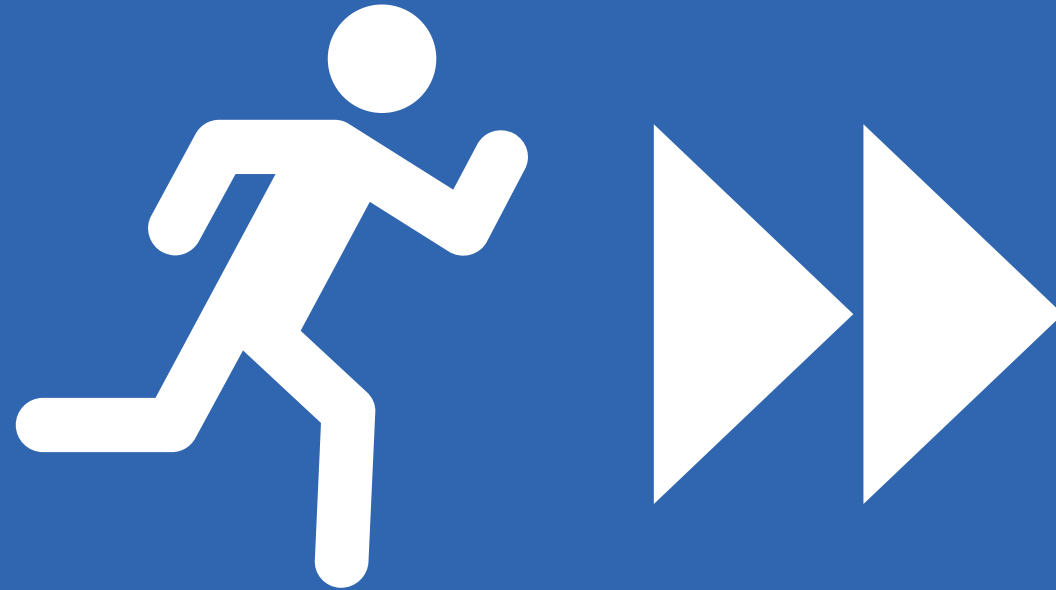
SYMBOLIC AI



Knowledge Graphs



Problem to solve:



“How to quickly get up to speed?”

- What important filings?
- What outcomes?

Problem to solve:



“What **experience** do we have?”

- ...with this **document type**
- ...in this **case type**
- ...in this **court**
- ...before this **judge**

Problem to solve:



“Which other firms does my client hire?”

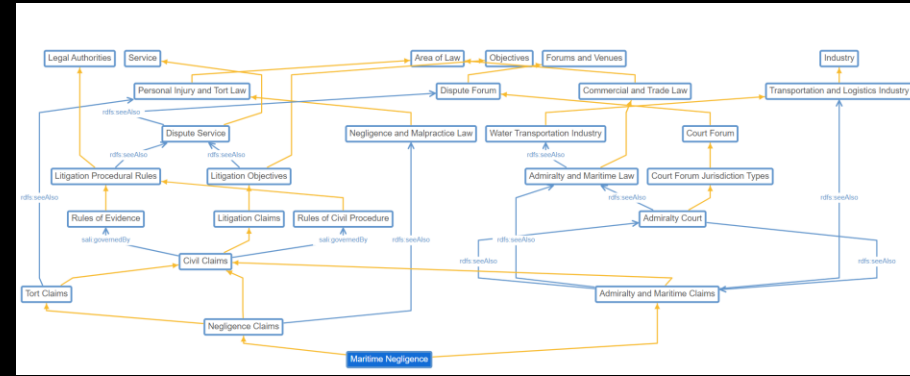
- ...and for what kinds of work?
- ...and do I have better performance?

LLMs Creating Knowledge Graphs

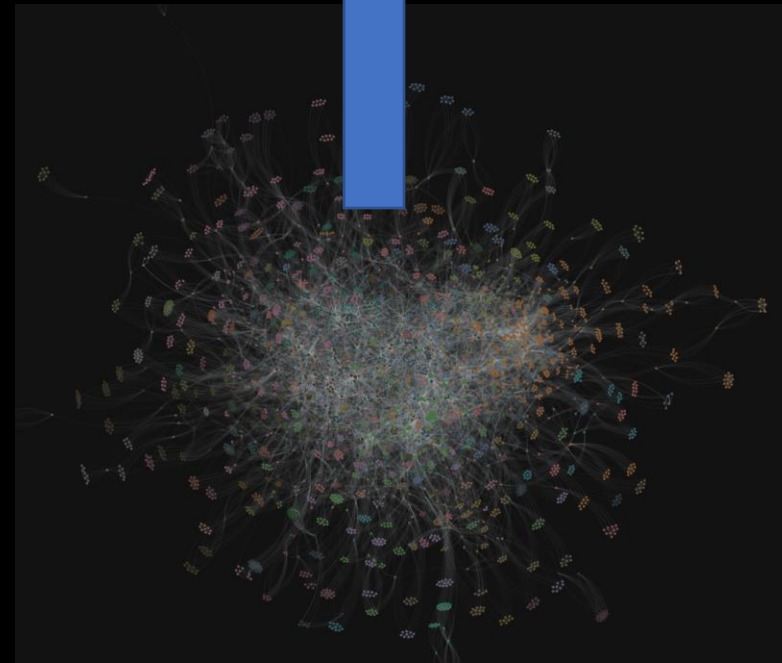
Bommarito/Katz Tax Graph

<https://tax-graph.273ventures.com/>

TOP DOWN KNOWLEDGE GRAPH



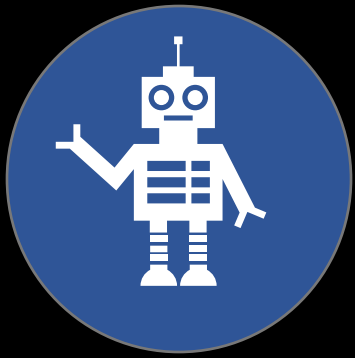
BOTTOM UP KNOWLEDGE GRAPH (Tax Law: U.S. Code)



Retrieval Augmented Generation

For law / legal tech, what's better?





AI/ML?



Humans?



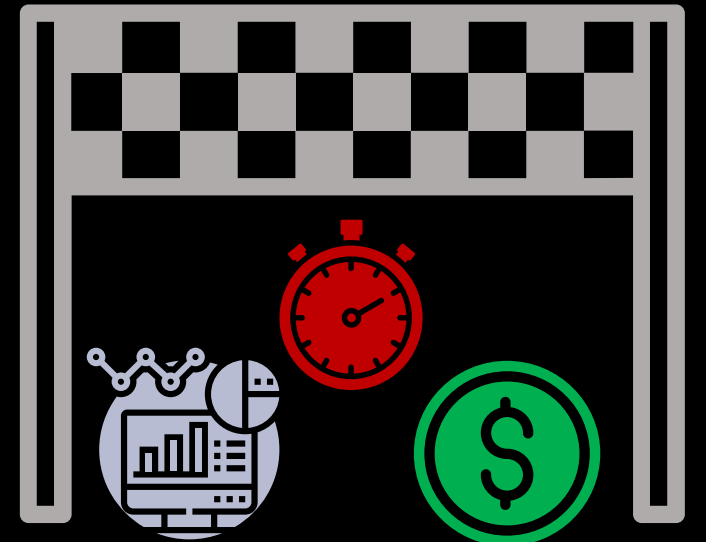
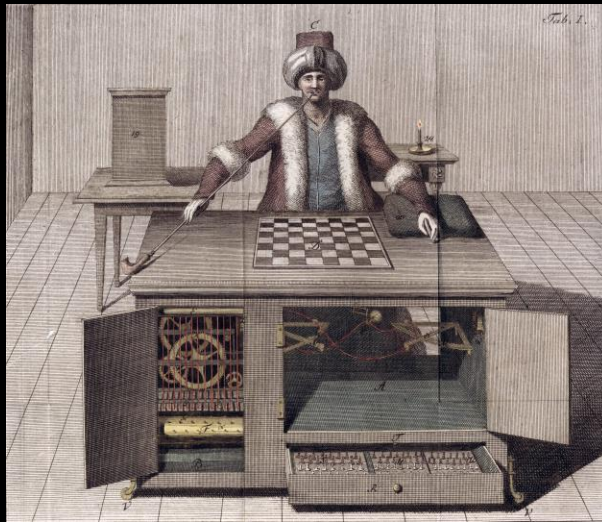
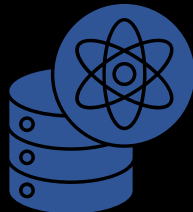
Start with the Goal

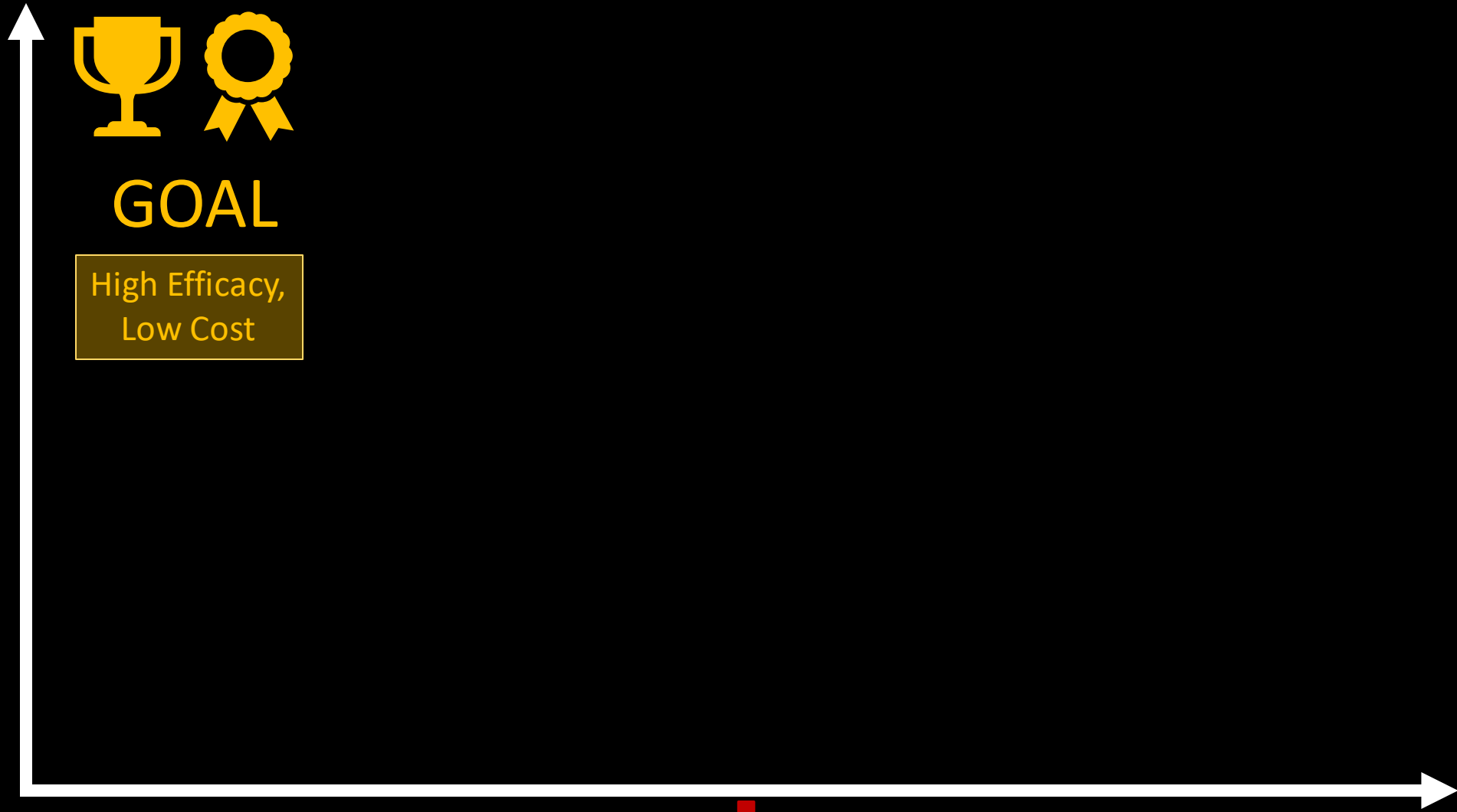
Expert System?

intuiturbotax.



Data Science?





GOAL

High Efficacy,
Low Cost



EFFICACY



COST

TEST: "In Results!"

TEST: "NOT in Results."

REALITY:
"It was there!"

TRUE
POSITIVE

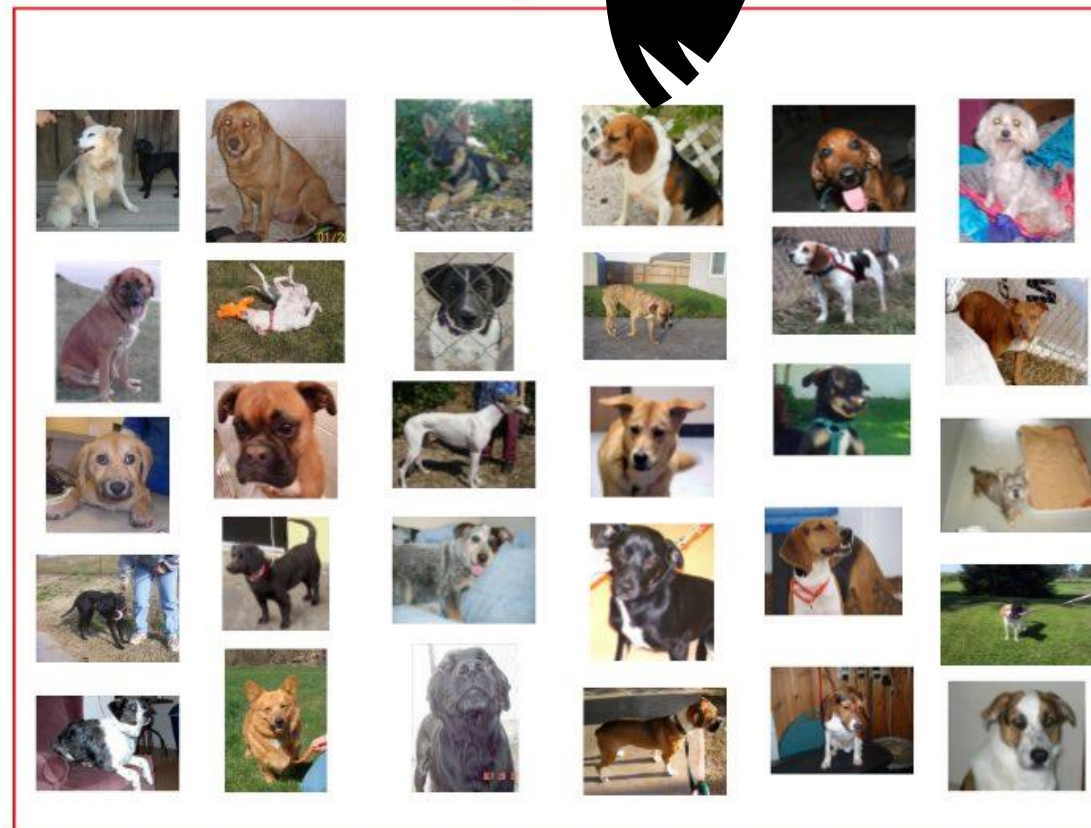
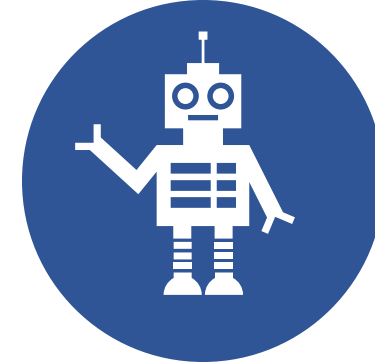
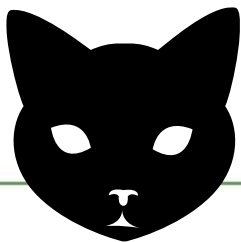
FALSE
NEGATIVE

REALITY:
"It wasn't there."

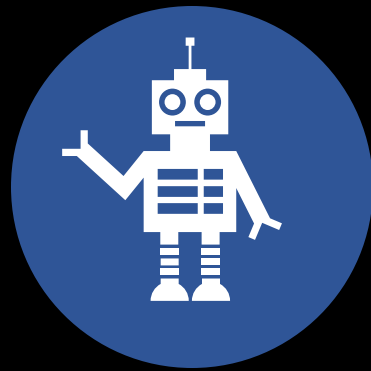
FALSE
POSITIVE

TRUE
NEGATIVE

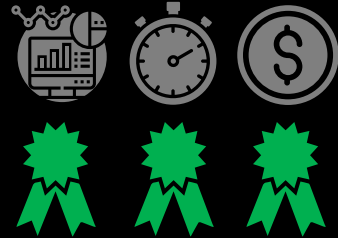
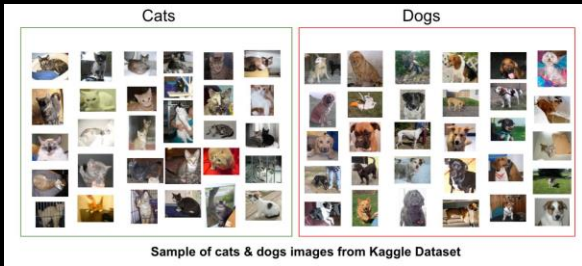
Show me all the...



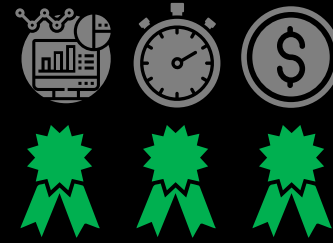




AI/ML?

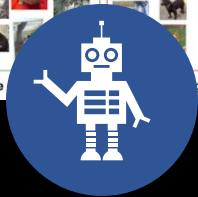
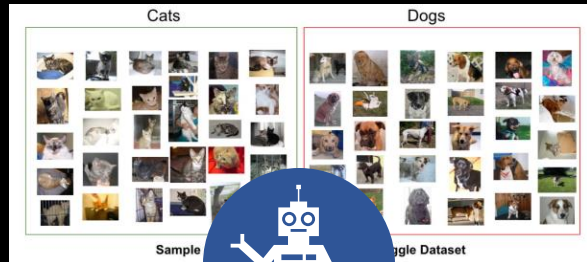
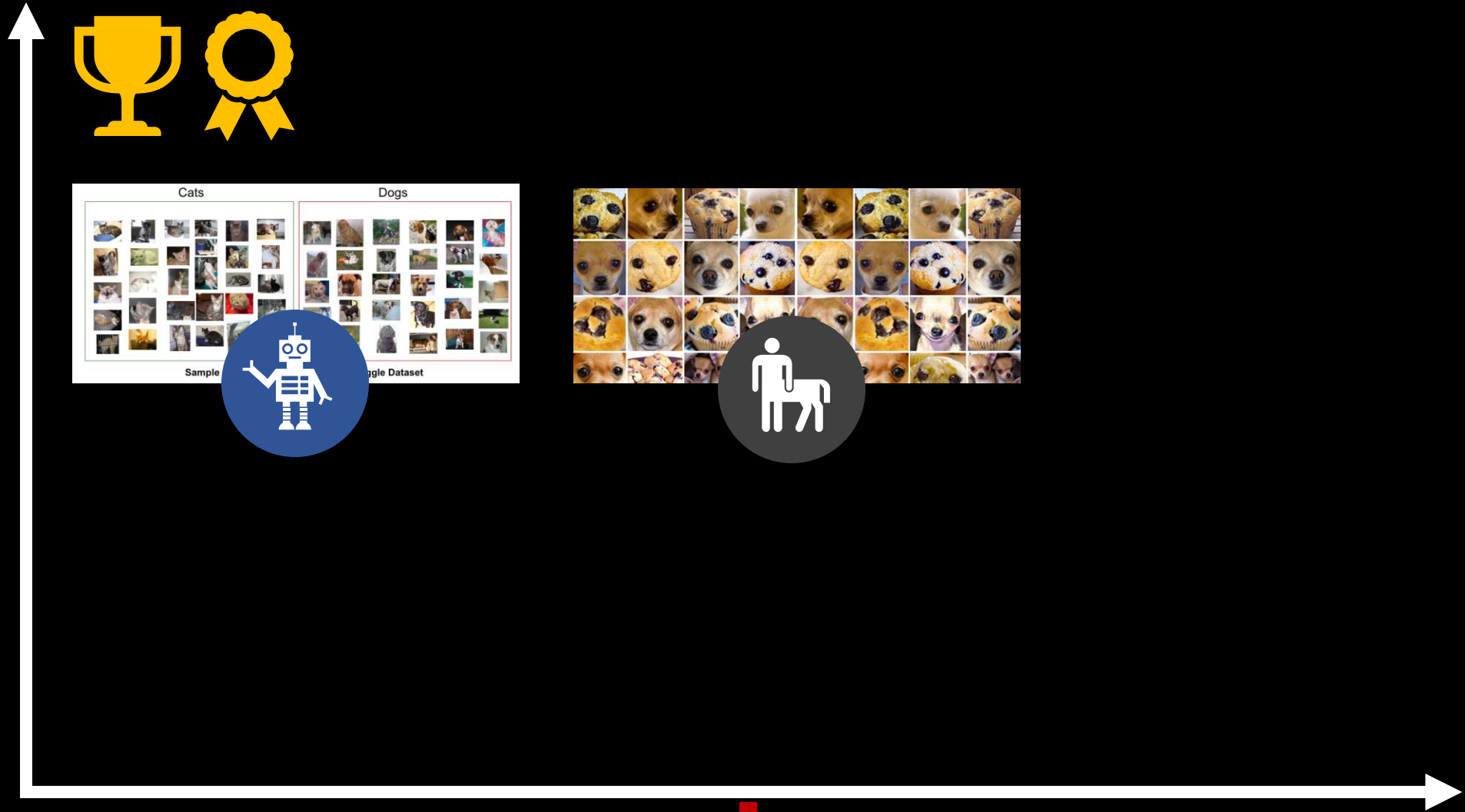


Centaur?



Humans?





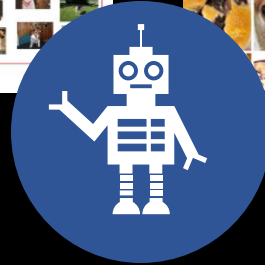
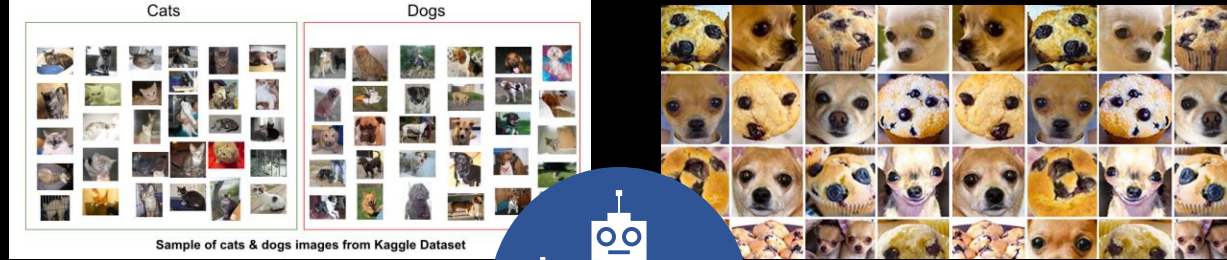
EFFICACY



COST



EFFICACY

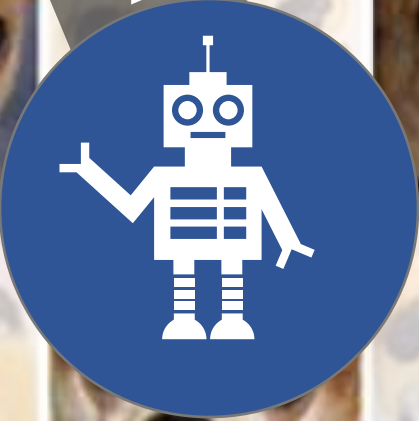


COST

“How’d you do it?”



“AMAZING!”

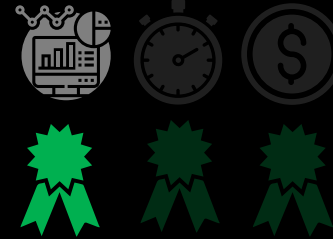
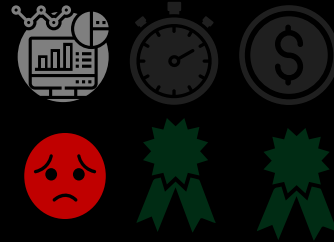
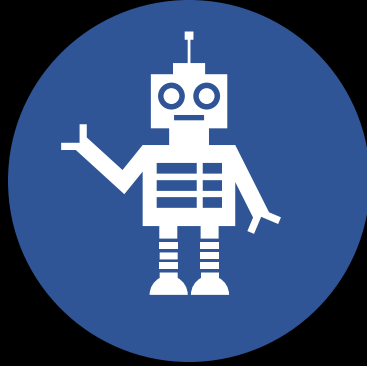


How are
the results?

“Does it matter?”

“Does it have AI in it?”

Does it *need* AI?

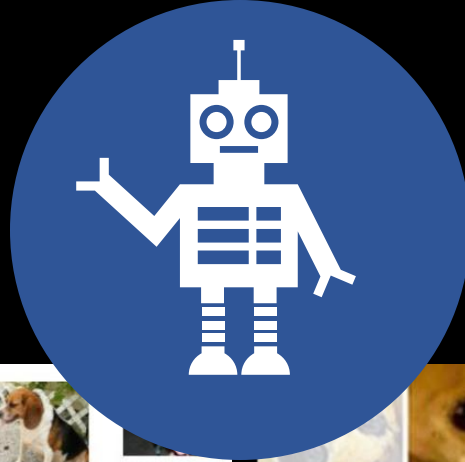


Do users care about...

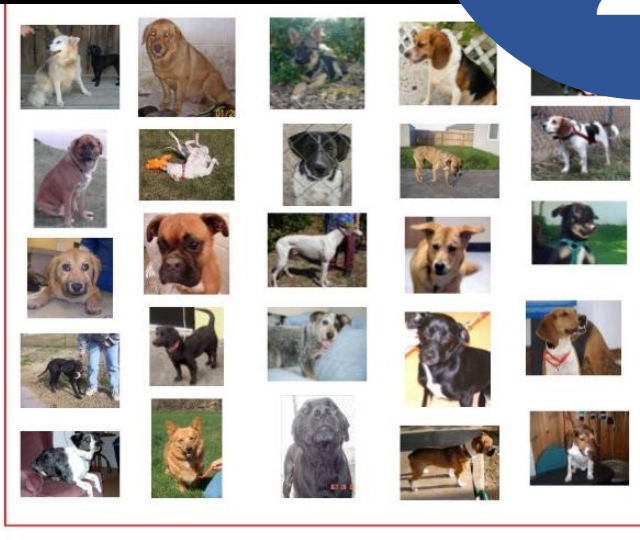
- Method?
- Results?



“Will AI take lawyer’s jobs?”



“Which tasks?”



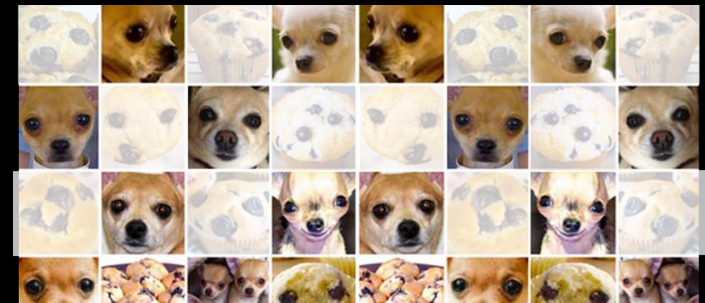
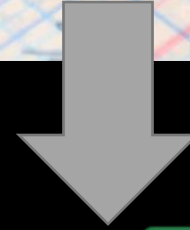
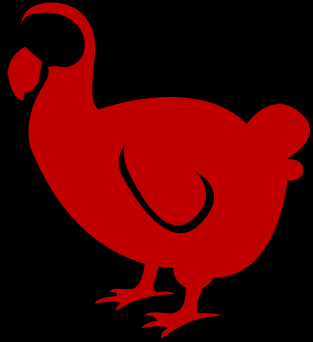
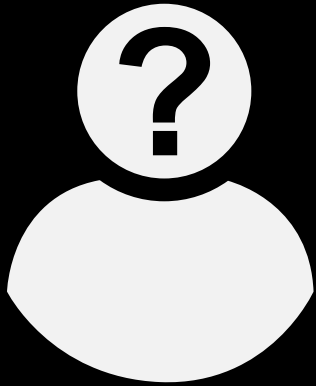
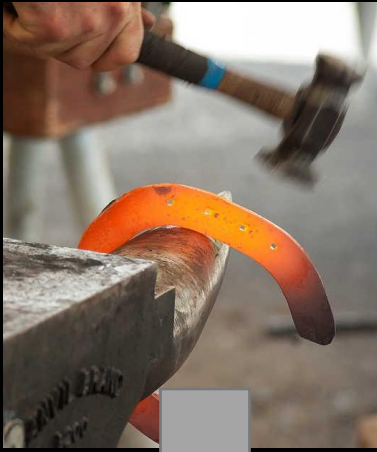
EASY



HARD

BETTER QUESTION:
“Does your work have
repeatable patterns?”





Autonomous Legal Agents

Judicial Docs = Truthiness

Lawyers:
Prompt-writing since the 1200s!

Lawyers = Operational Thinking

LLMs + Access to Justice

WHAT QUESTIONS
DO YOU HAVE?



Appendix

Generative AI

- Bing incorporating ChatGPT

- <https://www.theinformation.com/articles/microsoft-and-openai-working-on-chatgpt-powered-bing-in-challenge-to-google>

- Bing full-document summarization

- 32k tokens?